BOARD OF SELECTMEN Edward H. Dlott Meeting Room AGENDA March 19, 2018 5:30 PM

Open Session Begins at 7:00 PM

EXECUTIVE SESSION

Litigation

- a. Massachusetts Opioid Litigation Attorneys (MOLA)
- b. E.L. Harvey
- c. Cloverleaf 40B

To Discuss Trade Secrets or Confidential or Proprietary Information Regarding Activities by a Governmental Body as Energy Supplier, Municipal Aggregator or Energy Cooperative

Executive Session Minutes

ANNOUNCEMENTS

1. New Town Administrator: Melissa Malone

WHAT'S NEW

2. Randy Brewer, Pegasus Station Manager: New Live Streaming/Broadcast Capabilities

CITIZEN'S CONCERNS

CONSENT AGENDA

- Accept Resignation from the Natick Historical Commission of Anna Mancini & Send Thank You Letter
- 4. Approve Requests for Exemption from Town By-Laws Chapter 41, Section 4
 - a. Elizabeth Fagan
 - b. Taylor Federico Grome
- Authorize Chair to Sign Letter of Support of Bacon Free Library Statutory Change to Section 5 of Chapter 252 of the Acts of 1908
- 6. Approve One-Day Entertainment Permit: Warrior Thunder Foundation 4/13/18
- 7. Approve Request to Occupy a Public Way: Wireless Construction 3/22/18-3/23/18 (Rain Date: 3/26/18-3/27/18)
- 8. Approve Request to Occupy a Public Way on Adams Street -

- LeBelle Spa, 4/2-4/27/18
- 9. Approve Request to Bag Parking Meters on March 27, Election Day
- 10. Weekly Warrant Reviews: 3/2/18, 3/12/18
- 11. Approve Meeting Minutes

APPOINTMENTS

- 12. Nolan Palmer, Master Councilor: Proclamation The International Supreme Council Order of DeMolay
- Biryaniz n Breadz: Application for a Common Victualer License
- 14. Procurement Officer: Contracts
 - a. Second Amendment to Natick 20/30 Master Plan
 - b. South Main Street Cleaning/Lining
 - c. Fuel Depot Replacement
- 15. DPW Director: South Main Street Modified Option #3

No substantive discussion regarding the South Main Street Project will ensue this evening. A Public Meeting, which all are welcome to attend and submit questions and offer comments, will be held on Wednesday, March 28th at 7:00 p.m. at the Natick High School Auditorium.

DISCUSSION AND DECISION

- 16. Middlesex Ave Parking Garage Update
- 17. Parking Advisory Staff Working Group
- 18. Review of Fiscal Year 2019 Budget: Community Services
- 19. 2018 Spring Annual Town Meeting Articles: 1, 10, 11, 12, 15, 16, 17, 20, 21, 22

COMMITTEE/PROJECT UPDATES

20. Camp Arrowhead Update

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

CORRESPONDENCE

Correspondence 3/19/18

Warrant Articles

* A list of Warrant Articles and text are available on the website at Natickma.gov, in the Town Clerk's Office, Selectmen's Office, Post Office, Bacon Free Library, and Morse Institute Library, and at one location in each precinct.

ITEM TITLE: New Town Administrator: Melissa Malone

ITEM SUMMARY:

ATTACHMENTS:

Description Upload Date Type

Resume 3/19/2018 Cover Memo

Melissa A. Malone 13 Bullock Avenue Barrington, Rhode Island 02806 401.374.4926 malone57@msn.com

December 28, 2017

Via Email

Bernard Lynch Community Paradigm Associates, LLC Natick Town Administrator Search One Saddleback Plymouth, MA 02360

Re: Town Manager

Dear Mr. Lynch:

I am writing to be considered for the position of Town Manager for the Town of Natick. To ensure that Natick maintains its sense of community while building for the future, the next manager must be a visionary leader with intimate knowledge of municipal issues and the proven talent to forge relationships among various stakeholders, town departments, and within the Commonwealth. Possessing these qualities, I welcome the opportunity to help Natick continue to exist as a sustainable and flourishing community for years to come.

With executive management, legal, and municipal affairs experience, I can help the Natick community pragmatically build for the future. As the chief operating officer for the City of Providence, I oversee all aspects of administration including: financial; human resources; and policy initiatives. While different in size and scope, municipalities across America face similar challenges meeting the demands of the present while planning for tomorrow. Families and individuals want to live in communities with high-performing schools, where businesses thrive, and there is a sense of shared values and communal space. In leading Providence's capital improvement plan I have excelled – collaborating with stakeholders and ensuring that 130 discrete projects are financial stable and on time for completion. My expertise will help ensure Natick 2030 guides the town's capital improvements and remains part of the community discussion.

Furthermore my extensive knowledge of municipal finances; developed initially through my roles as Deputy Treasurer and General Counsel for the Rhode Island General Treasurer and as Municipal Finance Counsel for the State of Rhode, has allowed me to benefit the City of Providence and its citizens. For example, recently my analysis of the city's debt service allowed us to structure a transaction whereby the city saved 1.6 million dollars in debt service payments. My familiarity with municipal financing and bonds, combined with my first-hand experience assisting a state appointed receiver of a local district will directly benefit the Town of Natick's residents and businesses.

Moreover, I am energetic, possess proven aptitude, and a willingness to learn. In my time at the city, I have worked to develop strong working relationships with the city council members, allowing the administration to work alongside our sister branch of government to craft a shared pension report that will outline historically significant issues and feasible steps to address legacy costs. Natick needs a person willing to take the time to listen to interested parties, constituents, and weave together a comprehensive manageable plan to continue to move it forward.

Lastly, Natick will benefit from a trusted negotiator and someone who understands labor and other high-valued services being provided to the town. With an extensive understanding of labor contracts, I can strategically tackle the issue of negotiations of all 9 labor contracts in an organized and productive manner, minimizing strife while creating a financial plan given the tax base and anticipated growth. During my time as General Counsel to the General Treasurer, I independently negotiated a five year bank contract with a value well in excess of 10 billion dollars that removed liability from the State but also recognized the bank's concerns. The State of Rhode Island gained the most advantageous contract in its history with reduced exposure, while the bank maintained its role as the sovereign's primary financial institution. This proven negotiating ability demonstrates my skill set as an advocate that will inure to Natick.

Lastly, I have an appreciation for the past with an eye to the future - a positive sense of urgency and willingness to spend the time and the energy necessary to ensure strategic goals are met. The Town of Natick like other municipalities must live in the present and look beyond the immediate. This means planning for school construction while balancing other budget needs, and understanding the interplay between retired debt and new issuances, and reasonable projected natural tax base growth. With unknowns regarding municipal aid, needed capital improvements and expansion, and evolving technology, now is the time to design comprehensive pragmatic options. I am the town manager who possesses the knowledge and personality that Natick needs for today and tomorrow.

For your convenience and review, I have attached a copy of my curriculum vitae. Thank you in advance for your consideration of my application. I very much look forward to speaking with you again.

Very truly yours,

/s/ Melissa A. Malone

/MAM

Enclosure

13 Bullock Avenue Barrington, Rhode Island 02806 401.374.4926 malone57@msn.com

EXECUTIVE PROFILE

Tenured and dedicated municipal leader accustomed to handling complex matters and working with diverse individuals and various constituents. Proven high performing team contributor skilled at accomplishing objectives while mitigating risks and gaining required buy-in from internal and externals partners. Adept at handling challenges that arise with extraordinary tact and finesse and working under tight time constraints.

CAREER SYNOPSIS

CITY OF PROVIDENCE

Chief Operating Officer

August 2017- Present

Responsible for management and fiscal oversight of all city departments and operations. Point of contact for union leaders, city council members, state officials, local higher education and healthcare institutions, and community members.

- Management and oversight of approximately \$498M (city) and \$338M (school) budgets.
- Portfolio also includes: assessment and negotiations of tax stabilization agreements; payments in lieu of taxes from local non-profits; state monetary aid and local infrastructure needs; union contracts; city assets; leases; and management of healthcare cost for self-insured city.
- Collaboration with financial advisors, state education, and quasi-state agencies to assist with capital planning initiatives.
- Oversight of all bond financing and authorization and 48 million dollar capital improvement plan ensuring quality, on-time, and on-budget progress.
- Developing a sustainable plan to address legacy liabilities, inclusive of post-employment benefits costs with various stakeholders.

M2 CONSULTING

Founder

May 2016 - Present

Successfully launched and maintain strategic consulting firm dedicated to assisting organizations, municipalities, executives, and trustees create and build momentum for growth opportunities.

- Providing forward thinking services allowing entities to live in the present while thoughtfully planning for the
- Services include: contract analysis; project and compliance management; strategic planning, design, and evaluation; data curation and analysis; policy creation and drafting; litigation management; liability assessments; implementation of corrective actions; and interim executive management.
- Clients include municipalities and non-profits seeking various short and long term objectives.

STATE OF RHODE ISLAND

Municipal Finance Counsel

January 2015 - April 2016

Governor's liaison to the Division of Municipal Finance focusing on distressed communities and fire districts, municipal directives, pensions, health care benefits, and related litigation.

- Key team member involved in State Receiver's oversight efforts of a fiscally challenged municipality.
- Selected to lead a statewide governance policy initiative to improve the Department of Administration's internal support and guidance to various departments.

General Counsel/Deputy Treasurer

May 2013 - December 2014

As a key decision maker oversaw various aspects of the Office of the General Treasurer: unclaimed property; cash management; retirement; and crime victims' compensation program. Treasurer's designated representative for the State of Rhode Island Retirement Board's committees, Pension Study Commission, and state bond issuances.

- Successfully and independently negotiated the State of Rhode Island's primary banking contract for accounts in excess of 7 billion dollars.
- Chaired the Rhode Island Refunding Bond Authority in a unique savings opportunity that restructured the State's liabilities utilizing zero coupon bonds.
- Lead counsel for matters concerning human resources and progressive discipline. Prevailing in all grievances filed during the term. Rebutted two complaints filed by individuals with the Rhode Island Human Rights Commission.

Assistant Director of Member Services

January 2011 – May 2013

Supervised staff members responsible for providing responses and benefit estimates to retirement system members and participating employers. Created and implemented various policy initiatives.

- A key drafter for pension reform legislation enacted into law in November 2011.
- Managed the disability retirement initiative, reviewed and analyzed data, discovered anomalies, recommended and oversaw retained auditors.
- Provided multiple presentations to the Retirement Board regarding disability pension data and trends.

BARTON & GILMAN, LLP, Providence, Rhode Island & Boston, Massachusetts

Litigation Associate

August 2005 – December 2010

Along with partners actively managed various cases, and worked to ensure clients' objectives were met within approved litigation budgets. Developed litigation strategies and completed discovery, conducted depositions, and participated in status, settlement, and pretrial conferences in federal and state courts. Represented a broad range of individual and corporate clients in various matters including: employment/discrimination; healthcare; insurance; product liability; and real estate.

- Served as counsel in a complex real estate controversy with alleged damages in excess of 10 million dollars.
- Local counsel in multi-million dollar coverage disputes in federal court.
- Drafted numerous dispositive motions that were granted by the Superior Court and ultimately upheld by the Rhode Island Supreme Court.

OTHER EMPLOYMENT

GILLIS & BIKOFSKY, P.C., Newton, MA

June 2004 - May 2005, Legal clerk

CONNECTICUT ATTORNEY GENERAL'S OFFICE, Hartford, CT

Summer 2003, Summer Legal Clerk

FIDELITY INVESTMENTS, Smithfield, RI

2000 - 2002, High Net Worth Operations Investment Representative

EDUCATION

UNIVERSITY OF CONNECTICUT SCHOOL OF LAW, Hartford, CT

Juris Doctorate, May 2005

Honors and Activities: Dean's Scholarship Recipient

University of Connecticut School of Law Tax Clinic

University of Connecticut School of Law Asylum and Human Rights Clinic

Connecticut Urban Legal Initiative, Inc.

Public Interest Law Journal, Senior Executive Editor

Moot Court Board member

TRINITY COLLEGE, Hartford, CT

Bachelor of Arts, Philosophy and Religious Studies, May 1999

Honors: Graduated with Honors

Senior Thesis Honors

UNIVERSITY OF EDINBURGH, Edinburgh, Scotland

Academic Year 1997 - 1998

BAR ADMISSIONS

State of Rhode Island and Providence Plantations United States District Court for the District of Rhode Island United States Bankruptcy Court for Rhode Island

Commonwealth of Massachusetts (currently inactive)

United States District Court for the District of Massachusetts (currently inactive)

VOLUNTEER INVOLVEMENT, PUBLIC APPOINTMENT, & PRIOR LICENSES

Ocean State Montessori Board Member (2015- Present) Barrington Youth Soccer Coach (Fall 2015, 2016) Providence Public School Board Member (2009- 2011) Series 7 & 63 (2000-2002)

ITEM TITLE:	Randy Brewer, Pegasus Station Manager: New Live Streaming/Broadcast
	Capabilities

ITEM SUMMARY:

Accept Resignation from the Natick Historical Commission of Anna

Mancini & Send Thank You Letter

ITEM SUMMARY:

ITEM TITLE:

ATTACHMENTS:

Description Upload Date Type

Cover Memo Anna Mancini-Resignation 3/14/2018



Resignation from Natick Historical Commission

1 message

Anna Mancini <mancini.anna.m@gmail.com>
To: Selectmen@natickma.org
Cc: Steve <SEvers@tro-design.com>

Tue, Mar 13, 2018 at 4:51 PM

Dear board members,

I am emailing to inform you that I am officially resigning as a member of the Natick Historical Commission, effective immediately.

I was honored to serve on the board and be involved in many great initiatives and projects in town over the years.

Best regards, Anna Mancini

Approve Requests for Exemption from Town By-Laws Chapter 41, **ITEM TITLE:**

Section 4

ITEM SUMMARY: a. Elizabeth Fagan b. Taylor Federico Grome

ATTACHMENTS:

Description	Upload Date	Type	
Elizabeth Fagan	3/15/2018	Cover Memo	
Taylor Federico Grome	3/15/2018	Cover Memo	



DISCLOSURE OF FINANCIAL INTEREST BY MUNICIPAL EMPLOYEE, CERTIFICATION BY HEAD OF CONTRACTING AGENCY AND APPROVAL AS REQUIRED BY G. L.C.268A §20(b)

Note: You are eligible for this exemption only if you meet all of the following requirements:

Your regular agency is not the contracting agency or an agency that regulates the activities of the contracting agency;

You do not participate in or have official responsibility for any of the activities of the contracting agency,

The contract was made after public notice or competitive bidding;

You complete, sign, and file with the town or city clerk this disclosure form:

And, if the contract is for your personal services:

The services will be provided outside your normal municipal working hours;

The services are not required as part of your regular duties as a municipal employee;

You are compensated for the services for not more than 500 hours during a calendar year;

The head of the contracting agency completes and signs the certificate below.

The city or town council, board of aldermen, or board of selectmen approve this exemption from '20 below.

Name:	RELIZABETH FAGAIN
Tille or Position:	SOCIAL ASSITANT TO DIRECTOR OF COMMUNITY SERVICES
Agency/Department:	COMMUNITY SERVICES DEPARTMENT
Office Phone:	508.647.6540
Contracting	
municipal agency:	COMMUNITY SERVICES DEPARTMENT
Contract Is for:	EVENING WEEKEND COURSE INSTRUCTOR
Financial interest of	
employee and	\$ 2,000
immediate family:	4 6,000
Employee	. 0
Signature:	Bert Jagr
Date:	

CERTIFICATE BY HEAD OF CONTRACTING AGENCY (if contract is for municipal employee's personal services)

I certify that no employee of my agency is available to perform the contract services described above as part of his or her regular duties.

Name:	JEMMA LAMBERT	
Agency:	COMMUNITY SERVICES DEPARTMENT	
Office Phone:	508.647.6546	
Signature:	Jenina unil	
Dale:	3718	

APPROVAL OF EXEMPTION (if contract is for municipal employee's personal services)

The city or town council, board of aldermen,	or board of selectmen approve this exemption from §20.
Olemphical I	

THE CITY OF TOTALL GOR	non, board of andormon, of board of our announce pro-
Signature:	
<i>i</i>	
Date:	

After disclosure (and certification and approval, if needed) are completed and signed; file this form with the city or town clerk. Attach additional pages if necessary.



Natick Public Schools Central Office

Marianne Davis
Director of Human Resources

Dr. Peter Sanchioni, Superintendent

Dr. Anna Nolin, Assistant Superintendent for Teaching, Learning & Innovation Timothy Luff, Assistant Superintendent for Student Services

March 9, 2018

TO:

Board of Selectmen

Town of Natick

RE:

Municipal Employees Exemptions

Dear Chairman,

I request the Board of Selectmen grant exceptions for the following employees from the provision of Article 41, Section 4, of the Town of Natick By-Laws in order that the School Department can hire these current town employees under the provisions of MGL Ch 268A S206.

Current Position

Name

in School___

Taylor Federico-Grome

ASAP Instructor

2nd Position in School

Long Term Substitute Paraprofessional

Sincerely,

Marianne E. Davis

Director of Human Resources

Print Form DISCLOSURE OF FINANCIAL INTEREST BY MUNICIPAL EMPLOYEE, CERTIFICATION BY HEAD OF CONTRACTING AGENCY AND APPROVAL AS REQUIRED BY G. L.C.268A §20(b) Note: You are eligible for this exemption only if you meet all of the following requirements: Your regular agency is not the contracting agency or an agency that regulates the activities of the contracting agency; You do not participate in or have official responsibility for any of the activities of the contracting agency; The contract was made after public notice or competitive bidding; You complete, sign, and file with the town or city clerk this disclosure form; And, if the contract is for your personal services: The services will be provided outside your normal municipal working hours; The services are not required as part of your regular duties as a municipal employee; You are compensated for the services for not more than 500 hours during a calendar year, The head of the contracting agency completes and signs the certificate below The city or town council, board of aldermen, or board of selectmen approve this exemption from '20 below. Tuylor Federico-Grome Title or Position asap instructor/ camp wood trail caracter Naticle Public schools/Naticle Parks 1 Ric dept (508) 647 6530 Wilson-Naticle Public Schools Agency/Department: Office Phone: Contracting municipal agency: Contract is for: Paraprofesional Position Financial Interest of employee and immediate family: **Employee** Signature: Date: CERTIFICATE BY HEAD OF CONTRACTING AGENCY (if contract is for municipal employee's personal services) I certify that no employee of my agency is available to perform the contract services described above as part of his or her regular duties. Name: Agency: Office Phone: Signature: Dale: APPROVAL OF EXEMPTION (if contract is for municipal employee's personal services) The city or fown council, board of aldermen, or board of selectmen approve this exemption from §20. Signature: After disclosure (and certification and approval, if needed) are completed and signed, file this form with the city or town clark. Attach additional pages if necessary.

Authorize Chair to Sign Letter of Support of Bacon Free Library Statutory Change to Section 5 of Chapter 252 of the Acts of 1908 **ITEM TITLE:**

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request-Robert Foley, Trustee	3/14/2018	Cover Memo
Chapter 252 Act, Section 5	3/14/2018	Cover Memo
Revision, Section 5	3/14/2018	Cover Memo
BOS Letter of Support	3/14/2018	Cover Memo



Fwd: Bacon Free Library and Board of Selectmen letter

4 messages

Bill Chenard, <chenard@natickma.org>
To: Patricia O'Neil <poneil@natickma.org>

Mon, Mar 12, 2018 at 3:27 PM

William D. Chenard Acting Town Administrator 508-647-6404

----- Forwarded message -----

From: Robert Foley <bobf781@gmail.com>

Date: Fri, Mar 2, 2018 at 11:27 AM

Subject: Bacon Free Library and Board of Selectmen letter

To: chenard@natickma.org

Hi Mr. Chenard,

I am one of the current trustees of the Bacon Free Library in lovely South Natick. We are working with Senator Richard Ross's office on legislation to make a small change to the 1908 statute creating the library. The statute written in 1908 limits the library in holding real estate and other assets, such as its endowment. The limit on real estate is \$25,000, and the endowment and other assets is \$75,000. Those limits don't have any meaning in 2018 values.

Two staffers at Senator Ross's office, Erin Hearn and Greg Casey, asked that we obtain from the Board of Selectmen a letter in support of our statutory change. The letter will go a long way in smooth passage of our statutory change as a non-controversial matter. The Bacon Free Library is a free-standing non-profit organization, but in light of the town's financial support for the staffing and some of the collection, the staffers thought the legislature would want to hear from the town.

Could I meet with you to discuss how to proceed, or is there a better person you can send me to? I didn't know whether this type of matter needs a hearing with the selectmen, or whether there are other ways forward.

Not to overwhelm you with paperwork, but I've attached the 1908 statute, where section 5 toward the bottom is the offending section. I've also attached the draft text of the proposed legislation, and a first draft of a selectmen letter to Senator Ross. We can go over this on the phone or in person. I'm happy to meet most days, although I'm out next week.

Thanks in advance for looking at this. My cell number is 508-745-3453.

Bob Foley

Bob Foley 8 Whispering Lane Natick

508-745-3453 (c)

3 attachments

ArticleofIncorporation_1908.jpg 1069K





An Act relative to the Bacon Free Library in Natick.docx



BOS letter for Bacon Library Feb 2018.pages.zip 227K

Patricia O'Neil <poneil@natickma.org>

To: bobf781@gmail.com

Mon, Mar 12, 2018 at 3:50 PM

Mon, Mar 12, 2018 at 3:56 PM

Mr. Foley, would you please send me the letter you would like written from the Board in Word? If that's not possible, then a PDF? We will put this on the April 17th agenda.

[Quoted text hidden]

--

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

Robert Foley <bobf781@gmail.com>

To: Patricia O'Neil <poneil@natickma.org>

Hi Patricia,

Try this attachment - it's in Word I hope.

If you can't open it, let me know and I'll PDF it.

Bob

[Quoted text hidden]

--

Bob Foley 508-745-3453 (c)



BOS letter for Bacon Library March 2018.docx 483K

Robert Foley

bobf781@gmail.com>

To: Patricia O'Neil <poneil@natickma.org>

Mon, Mar 12, 2018 at 4:02 PM

Hi Patricia,

I should have mentioned - if you put together a package of documents for the Selectmen prior to the meeting - that state Senate counsel edited the draft Bill, and I have attached the edited text.

Bob

[Quoted text hidden]



2018 Act relative to the assets of the Bacon Free Library.docx 13K

COMMONWEALTH OF MASSACHUSETTS

In the year One Thousand Nine Hundred and Eight

AN ACT to Incorporate the Bacon Free Library.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows: Section 1. Gustavus Smith, James E. Cooper, Charles E. Hills, Reuben Hunting and Morton V. B. Bartlett, their associates and successors, are hereby made a corporation by the name of the BACON FREE LIBRARY, to be located in that part of the town of Natick called South Natick, with all the powers and privileges and subject to all the duties, restrictions and liabilities set forth in all laws now or hereafter in force relating to such corporations. Section 2. The object of said corporation shall be to carry out the provisions of the will of Oliver Bacon, late of Natick, who devised and bequeathed certain property to trustees named in his will in trust for the following uses and purposes, viz: - "To appropriate therefrom the sum of fifteen thousand dollars in erecting a suitable fireproof building in that part of Natick called South Natick for the use and occupation of a public library, hereafter and loned, and also the Historical and Natural History Society of South Natick (said to tees to assign fit and suitable rooms and apartments in said building to this society which building shall be called the Bacon Free Library; and of what remain of restrictions of my estate to appropriate one half in purchasing and procuring suit books for the use and benefit of all of the inhabitants of the town of Nation and the other half to invest in good and productive securities and the income there expend in taking care of, renewing and adding to the library purchased as aforesaid. It shall be the duty of said corporation to carry out the trust so expressed, and it is hereby authorized to take, hold and use any other property which may be given to it by will or otherwise for the purposes of the corporation. Section 3. The officers of the corporation shall be a president, secretary and treasurer, who shall be elected annually and shall serve until others are chosen in their place. The secretary shall keep a record of the acts of the corporation in a book kept for the purpose, in which he shall also record a copy of this act of incorporation. The treasurer shall give a bond satisfactory to the corporation, conditioned that he shall safely keep, invest and pay out under the direction of the corporation the funds intrusted to him. The corporation shall have power to fill any vacancies in the membership occasioned by death, resignation or otherwise. Section 1. The said corporation is hereby authorized to sell and dispose of at public or private sale any real or personal property which it may hold under said will, or otherwise, and to invest and reinvest the proceeds. Section 5. The said corporation may hold real estate to the value of twenty-five thousand dollars and personal property to the value of seventy-five thousand dollars. Section 6. This act shall take effect upon its

House of Representatives, March 18, 1908
Passed to be enacted, s/d John N. Cole Speaker

Passed to be enacted, s/d W. D. Chapple President

March 20, 1908

Approved.

s/d Eben S. Draper Lieut. Governor acting Governor AN ACT FURTHER REGULATING THE VALUE OF THE ASSETS HELD BY THE BACON FREE LIBRARY IN THE SOUTH NATICK SECTION OF THE TOWN OF NATICK.

Chapter 252 of the acts of 1908 is hereby amended by striking out section 5 and inserting in place thereof the following section:-

Section 5. The corporation may hold real estate and personal property in its own name which shall be used solely for the purposes of the corporation.

Town of Natick Massachusetts 01760 Home of Champions



Jonathan Freedman, Chair Susan G. Salamoff, Vice Chair Richard P. Jennett, Jr., Clerk Michael J. Hickey, Jr. Amy K. Mistrot

March 19, 2018

Senator Richard Ross State House, Room 419 24 Beacon Street Boston, MA 02133

Re: Bill to Clarify Bacon Free Library Statutory Authority

Dear Senator Ross:

I write as the Chair of the Board of Selectmen for the Town of Natick in support of proposed legislation to clarify the Act incorporating the Bacon Free Library in Natick. The Library was formed under the will of Oliver Bacon in 1880, and the Act from 1908 incorporated the Library as a non-profit corporation. The Library continues to serve its mission after more than a century and is a section 501(c)(3) charitable organization. The Library is one of our important charitable organizations in Natick.

The Act is chapter 252 of the 1908 Acts, and Section 5 of the Act limits the corporation in its holding of real estate and personal property. The statutory limits from 1908 are real estate of \$25,000 and personal property of \$75,000. Those limits have no purpose and could impede the Library in its mission. We understand the Trustees of the Library have asked you to file legislation to substitute flexible language in place of the financial limits of the current Section 5. That new flexibility is critical to the Library's work on behalf of the residents of Natick and surrounding towns.

The Town of Natick supports the Library by funding for much of the daily operations and has done so for many years. In light of the Town's relationship to the Library, the Board of Selectmen fully supports the Library's request to modify the Act.

Thank you in advance for your efforts on the Library's behalf on this matter. We look forward to your prompt work on this issue of importance.

Sincerely,

Jonathan Freedman Chair, Board of Selectmen ITEM TITLE: Approve One-Day Entertainment Permit: Warrior Thunder Foundation

4/13/18

ITEM SUMMARY:

ATTACHMENTS:

Description Upload Date Type

Request & Police Approval 3/12/2018 Cover Memo

Natick Town Hall

13 E Central St

Natick, MA 01760

To Whom It May Concern,

I am applying for a one day Entertainment Permit on behalf of the Warrior Thunder Foundation, Inc. Warrior Thunder Foundation, Inc (WTFI) is a local non profit organization with a mission to help veterans and their families. We are hosting a comedy night fundraiser at the Natick Elks Club on April 13, 2018. Doors will open at 6 pm for dinner and the show will begin at 8. We have already contacted the Natick Police Department to secure a police detail for the evening. More information about the event can be found at www.warriorthunder.org.

Please feel free to contact me if you have any questions. I can be reached by phone at 617-816-6138 or email at akinchla@warriorthunder.org. Thank you in advance for your consideration.

Sincerely,

Adrienne Kinchla

Board of Directors,

Warrior Thunder Foundation, Inc



Donna Donovan <ddonovan@natickma.org>

Re: REquest for Entertainment Permit - April 13, WArrior Thunder Foundation

1 message

Brian Lauzon lauzon@natickpolice.com To: Donna Donovan <ddonovan@natickma.org> Fri, Mar 2, 2018 at 11:44 AM

Donna,

After review we would recommend that the BOS approve this request for an entertainment license.

Respectfully,

Lt. Brian G. Lauzon

On Fri, Mar 2, 2018 at 9:58 AM, Donna Donovan ddonovan@natickma.org wrote:

Hi Brian,

One day entertainment license request below.

Thanks.

Donna Donovan Senior Executive Assistant Town of Natick 508-647-6410

----- Forwarded message ------

From: Adrienne Kinchla <adrienne@kinchla.com>

Date: Fri, Mar 2, 2018 at 9:56 AM

Subject: REquest for Entertainment Permit - April 13, WArrior Thunder Foundation

To: ddonovan@natickma.org>

Hello Donna,

Please see the attached request for a one day entertainment permit for an event to be held April 13, 2018. Please confirm if you need any additional information.

Thank you,

Adrienne Kinchla **Board of Directors** Warrior Thunder Foundation ITEM TITLE: Approve Request to Occupy a Public Way: Wireless Construction

Approve Request to Occupy a Public Way: Wireless Construction - 3/22/18-3/23/18 (Rain Date: 3/26/18-3/27/18)

ITEM SUMMARY:

ATTACHMENTS:

Description Upload Date Type

Request & Police Approval with Stipulation 3/12/2018 Cover Memo



Approval to Occupy a Public Way-Wireless Construction, Inc. 1/16/18 (or 1/17/18 or 1/18/18)

16 messages

Patricia O'Neil <poneil@natickma.org>

Tue, Jan 9, 2018 at 4:04 PM

To: sjones@wcitowers.com

Cc: James Hicks <hicks@natickpolice.com>, Brian Lauzon <lauzon@natickpolice.com>, Rick White <rickw@natickma.org>, Jeremy Marsette <jmarsette@natickma.org>, David Gusmini <dgusmini@natickma.org>

Mr. Jones, please see attached approval. Please return the required documents to me. Thanks.

--

Trish O'Neil Executive Assistant Town of Natick 13 East Central Street Natick, MA 01760 P: 508-647-6410

P: 508-647-6410 F: 508-647-6401 poneil@natickma.gov www.natickma.gov

2 attachments





Sheldon Jones <sjones@wcitowers.com>

Wed, Jan 10, 2018 at 7:53 AM

To: Patricia O'Neil <poneil@natickma.org>, Alisha Gallant <agallant@wcitowers.com>
Co: James Hicks <hicks@natickpolice.com>, Brian Lauzon <lauzon@natickpolice.com>, Rick White <rickw@natickma.org>, Jeremy Marsette <jmarsette@natickma.org>, David Gusmini <dgusmini@natickma.org>, Peter Sheer <PSheer@structureconsulting.net>, Robert Russo <Robert.Russo@greenmtncomm.com>

Thank you. We will get needed information back to you.

Thanks.

Sheldon Jones | Project Manager | Wireless Construction Inc.

40 Blake Road Standish, Maine

Cell: (207)749-8091 | Tel: (207)642-5751 | Fax: 207(642)5754

[Quoted text hidden]

<Approval.pdf>

<IA.pdf>

Good Morning Patricia,

Quick question on the Indemnification agreement.. are we to get that notarized – or no as where its listed under the Commonwealth of Massachusetts?

Alisha Gallant, Business Operations Manager | Wireless Construction, Inc.

40 Blake Road | Standish, ME 04084 | Tel: (207) 642-5751 | Fax: (207) 642-5754

From: Sheldon Jones

Sent: Wednesday, January 10, 2018 7:53 AM

To: Patricia O'Neil <poneil@natickma.org>; Alisha Gallant <agallant@wcitowers.com>

Cc: James Hicks < hicks@natickpolice.com>; Brian Lauzon < lauzon@natickpolice.com>; Rick White

<rickw@natickma.org>; Jeremy Marsette <jmarsette@natickma.org>; David Gusmini

<dgusmini@natickma.org>; Peter Sheer <PSheer@structureconsulting.net>; Robert Russo

<Robert.Russo@greenmtncomm.com>

Subject: Re: Approval to Occupy a Public Way-Wireless Construction, Inc. 1/16/18 (or 1/17/18 or 1/18/18)

[Quoted text hidden]

Patricia O'Neil Poneil@natickma.org> To: Alisha Gallant <agallant@wcitowers.com>

Wed, Jan 10, 2018 at 9:21 AM

Yes, it does need to be notarized.
[Quoted text hidden]

Alisha Gallant <agallant@wcitowers.com>

Wed, Jan 10, 2018 at 3:27 PM

To: Sheldon Jones <sjones@wcitowers.com>, Patricia O'Neil <poneil@natickma.org>
Cc: James Hicks <hicks@natickpolice.com>, Brian Lauzon <lauzon@natickpolice.com>, Rick White <rickw@natickma.org>,
Jeremy Marsette <jmarsette@natickma.org>, David Gusmini <dgusmini@natickma.org>, Peter Sheer
<PSheer@structureconsulting.net>, Robert Russo <Robert.Russo@greenmtncomm.com>

Hi Patricia,

Please see attached for requested documents.

Thanks!

Alisha Gallant, Business Operations Manager | Wireless Construction, Inc.

40 Blake Road | Standish, ME 04084 | Tel: (207) 642-5751 | Fax: (207) 642-5754

From: Sheldon Jones

Sent: Wednesday, January 10, 2018 7:53 AM

To: Patricia O'Neil <poneil@natickma.org>; Alisha Gallant <agallant@wcitowers.com>

Cc: James Hicks < hicks@natickpolice.com>; Brian Lauzon < lauzon@natickpolice.com>; Rick White

<rickw@natickma.org>; Jeremy Marsette <jmarsette@natickma.org>; David Gusmini

<dgusmini@natickma.org>; Peter Sheer <PSheer@structureconsulting.net>; Robert Russo

<Robert.Russo@greenmtncomm.com>

Subject: Re: Approval to Occupy a Public Way-Wireless Construction, Inc. 1/16/18 (or 1/17/18 or 1/18/18)

Thank you. We will get needed information back to you.

Thanks.

[Quoted text hidden] [Quoted text hidden]

2 attachments



IA (Signed).pdf



Town of Natick (COI).pdf 170K

Patricia O'Neil <poneil@natickma.org>

To: Alisha Gallant <agallant@wcitowers.com>

Thank you!

[Quoted text hidden]

Sheldon Jones <sjones@wcitowers.com>

To: Patricia O'Neil <poneil@natickma.org>

Jeremy Marsette <imarsette@natickma.org>, David Gusmini <dgusmini@natickma.org>, Peter Sheer

<PSheer@structureconsulting.net>, Robert Russo <Robert.Russo@greenmtncomm.com>, Alisha Gallant <agallant@wcitowers.com>

Patricia - are able get started earlier on Tuesday? We had originally said we would show up for 4:30 setup but there were additional materials added to the lift and don't want to run out of time or have to get a second lift set up/approved. Let us know if this is an issue.

Thanks,

Sheldon Jones | Project Manager | Wireless Construction Inc.

40 Blake Road Standish, Maine

Wed, Jan 10, 2018 at 3:34 PM

Thu, Jan 11, 2018 at 10:34 AM

Cell: (207)749-8091 | Tel: (207)642-5751 | Fax: 207(642)5754

[Quoted text hidden]

<IA (Signed).pdf>

<Town of Natick (COI).pdf>

Patricia O'Neil <poneil@natickma.org>

Thu, Jan 11, 2018 at 10:52 AM

To: Sheldon Jones <sjones@wcitowers.com>

Sheldon, it's not an issue for the Board of Selectmen -- they did not specify a time. However, you should contact Lt. Brian Lauzon (508-647-9518) and discuss it with him just to be safe.

[Quoted text hidden]

Sheldon Jones <sjones@wcitowers.com> To: Patricia O'Neil <poneil@natickma.org> Thu, Jan 11, 2018 at 10:56 AM

He just hit me with an email as well. Thanks

Thanks,

Sheldon Jones | Project Manager | Wireless Construction Inc.

40 Blake Road Standish, Maine

Cell: (207)749-8091 | Tel: (207)642-5751 | Fax: 207(642)5754

[Quoted text hidden]

Sheldon Jones <sjones@wcitowers.com>

Fri, Mar 2, 2018 at 8:55 AM

To: Patricia O'Neil <poneil@natickma.org>

Cc: James Hicks https://doi.org/, Brian Lauzon lauzon@natickpolice.com, Rick White <rickw@natickma.org, Jeremy Marsette jmarsette@natickma.org, David Gusmini dgusmini@natickma.org, "Peter Sheer (PSheer@structureconsulting.net)" <PSheer@structureconsulting.net, "Robert Russo (Robert.Russo@greenmtncomm.com)" <Robert.Russo@greenmtncomm.com

Good Morning,

We are at the end of this project and would like to get approvals for another crane pick in the same location as previously approved. We will be ready for any time after 3/9, not sure when the next town meeting is. We would like to perform the work on either a Monday night or Tuesday night after 8pm. Please let us know what additional information will be required.

Thanks,

Sheldon Jones, Project Manager

Wireless Construction Inc. 40 Blake Road Standish, ME 04084

From: Patricia O'Neil [mailto:poneil@natickma.org]

Sent: Tuesday, January 09, 2018 4:05 PM

To: Sheldon Jones

Cc: James Hicks; Brian Lauzon; Rick White; Jeremy Marsette; David Gusmini

Subject: Approval to Occupy a Public Way-Wireless Construction, Inc. 1/16/18 (or 1/17/18 or 1/18/18)

[Quoted text hidden]



Natick 11 S Main Street.pdf

Patricia O'Neil <poneil@natickma.org>

To: Brian Lauzon slauzon@natickpolice.com

Fri, Mar 2, 2018 at 9:03 AM

Brian, can we get your recommendations? This will go on the 3/19 agenda.

----- Forwarded message ------

From: Sheldon Jones <sjones@wcitowers.com>

Date: Fri, Mar 2, 2018 at 8:55 AM

Subject: RE: Approval to Occupy a Public Way-Wireless Construction, Inc. 1/16/18 (or 1/17/18 or 1/18/18)

To: Patricia O'Neil <poneil@natickma.org>

[Quoted text hidden] [Quoted text hidden]

Natick 11 S Main Street.pdf

264K

Brian Lauzon lauzon@natickpolice.com

To: Patricia O'Neil <poneil@natickma.org>

Fri, Mar 2, 2018 at 11:48 AM

Trish,

We would recommend approval with the same condition as their last request which was that one police detail officer be hired.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

Patricia O'Neil <poneil@natickma.org>

To: Sheldon Jones <sjones@wcitowers.com>

Fri, Mar 2, 2018 at 1:29 PM

Sheldon, this will go on the 3/19 agenda. Can you give me a time frame -- a start date and end date? Thanks.

[Quoted text hidden]

Sheldon Jones <siones@wcitowers.com>

To: Patricia O'Neil <poneil@natickma.org>

Fri, Mar 2, 2018 at 1:34 PM

Starting 3/22 at 8PM ending on 3/23 at 3am. With a weather related reschedule for 3/26 at 8pm and ending 3/27 at 3am.

We are also flexible if other times on these dates are more accommodating for any reason.

Thanks,

Sheldon Jones, Project Manager

Wireless Construction Inc. 40 Blake Road Standish, ME 04084

Cell: (207) 749-8091 | Tel: (207) 642-5751 | Fax: (207) 642-5754

From: Patricia O'Neil [mailto:poneil@natickma.org]

Sent: Friday, March 02, 2018 1:30 PM

To: Sheldon Jones

Subject: Re: Approval to Occupy a Public Way-Wireless Construction, Inc. 1/16/18 (or 1/17/18 or 1/18/18)

[Quoted text hidden]

Patricia O'Neil <poneil@natickma.org>

To: Brian Lauzon lauzon@natickpolice.com

Fri, Mar 2, 2018 at 1:52 PM

These dates will work Brian?

----- Forwarded message -----

From: Sheldon Jones <sjones@wcitowers.com>

Date: Fri, Mar 2, 2018 at 1:34 PM

Subject: RE: Approval to Occupy a Public Way-Wireless Construction, Inc. 1/16/18 (or 1/17/18 or 1/18/18)

To: Patricia O'Neil <poneil@natickma.org>

[Quoted text hidden] [Quoted text hidden]

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

Fri, Mar 2, 2018 at 1:55 PM

They are working before the morning commute so it really doesn't matter.

[Quoted text hidden]

ITEM TITLE: Approve Request to Occupy a Public Way on Adams Street -- LeBelle

Spa, 4/2-4/27/18

ITEM SUMMARY:

ATTACHMENTS:

Description Upload Date Type

Request & Police Approval with Stipulations 3/14/2018 Cover Memo



Request to Occupy a Public Way - Adams Street - Approval 2/26/18-3/16/18

13 messages

Patricia O'Neil <poneil@natickma.org>

Wed, Feb 14, 2018 at 2:48 PM

To: Gustavo DeAlmeida <lebellespanatick@gmail.com>

Cc: James Hicks <hicks@natickpolice.com>, Brian Lauzon <lauzon@natickpolice.com>, Rick White <rickw@natickma.org>, Tanya Quigley-Boylan <tquigley@natickma.org>

Mr. Almeida, I've attached your approval with instructions and an indemnification form. Please return the required documents to me.

Trish O'Neil Executive Assistant Town of Natick 13 East Central Street Natick, MA 01760 P: 508-647-6410

poneil@natickma.gov www.natickma.gov

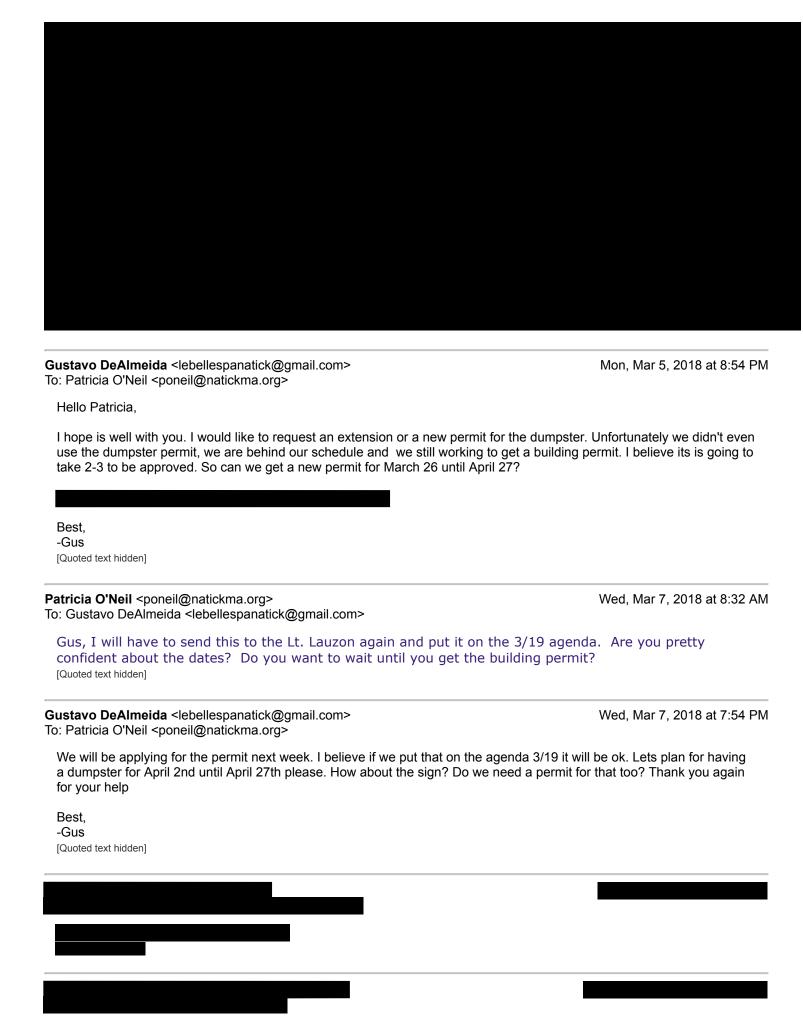
2 attachments

F: 508-647-6401











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

Wed, Mar 14, 2018 at 12:36 PM

Hi Brian. Mr. DeAlmeida never did get to use the dumpster. They are now looking for a permit for 3/26-4/27. Can I get a recommendation from you -- I will have to put it back on the agenda for the Selectmen's approval.

[Quoted text hidden]

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

Wed, Mar 14, 2018 at 12:55 PM

Actually Brian, my mistake -- he is looking for 4/2-4/27 [Quoted text hidden]

Brian Lauzon slauzon@natickpolice.com
To: Patricia O'Neil sponeil@natickma.org

Wed, Mar 14, 2018 at 2:57 PM

Trish,

Recommend approval with any conditions previously requested. Additionally, if there is snow on the road it will need to be removed in order to get the dumpster as far away from the center of the roadway as possible.

Respectfully,

Lt. Brian G. Lauzon [Quoted text hidden]

ITEM TITLE: Approve Request to Bag Parking Meters on March 27, Election Day

ITEM SUMMARY:

ATTACHMENTS:

Description Upload Date Type

Memo-D. Packer3/14/2018Cover MemoPolice Approval3/14/2018Cover Memo



Town of Natick Town Clerk's Office

13 East Central Street Natick, MA 01760 508-647-6430

MEMORANDUM

TO:

Board of Selectmen

CC:

B. Chenard, J. Hicks, B. Lauzon

FROM:

Diane Packer

DATE:

March 14, 2018

RE:

Parking on Election day: March 27th

The Morse Institute Library is the only polling location in Natick where there is metered parking. In the past the Board of Selectmen has allowed the Police Department to cover the meters on specific streets. I have spoken with Chief Hicks who said that it is possible to cover the meters with a bag which will have an insert which says "Voter Parking".

The meters and kiosks in the locations detailed below are the ones that we had previously requested:

- Pay at Kiosk spaces in the Town Hall Parking lot
- Metered spaces on East Central Street in front of and across from the Library
- Metered spaces on both sides of Washington Street from East Central St. to Court St.

This will not change any of the permit parking spaces. Poll workers will be provided with temporary permits which will only be valid for election day.

I request your positive action on this matter.

Thank you.



Bagging Meters on Election Day

2 messages

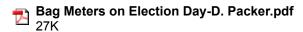
Patricia O'Neil <poneil@natickma.org>
To: Brian Lauzon <lauzon@natickpolice.com>

Wed, Mar 14, 2018 at 5:11 PM

Brian, your recommendations? This will be on the 3/19 agenda. Thanks.

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



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

Wed, Mar 14, 2018 at 5:18 PM

Trish,

Recommend approval. This is something we have done during the last few elections and are prepared to do it again upon BOS approval.

Respectfully,

Lt. Brian G. Lauzon [Quoted text hidden]

ITEM TITLE: Weekly Warrant Reviews: 3/2/18, 3/12/18

ITEM SUMMARY:

ATTACHMENTS:

Description Upload Date Type

3/2/18 3/12/2018 Cover Memo 3/12/18 3/12/2018 Cover Memo





Date: March 2, 2018

From: Cyndi Tomasetti Staff Accountant

To: Board of Selectmen

Subject: Warrant Review

In accordance with Board of Selectmen's procedures, the Chairperson was sent the following warrants for review and signature on March 2, 2018

Warrant Type	Warrant Number	Check date	<u>Amount</u>
Payroll	2018-37P	3/6/2018	1,395,489.57
Accounts Payable	2018-37T	3/6/2018	471,491.20
Accounts payable	201837NC	3/6/2018	350,287.44

If you wish to review the details regarding any of these warrants please fee I free to contact this office.





Date: March 12, 2018

From: Cyndi Tomasetti Staff Accountant

To: Board of Selectmen

Subject: Warrant Review

In accordance with Board of Selectmen's procedures, the Chairperson was sent the following warrants for review and signature on March 12, 2018

Warrant Type	Warrant Number	Check date	Amount
Payroll	2018-38P	3/13/2018	2,243,256.53
Accounts Payable	2018-38S	3/13/2018	1,222,032.53
Accounts payable	201838VB	3/13/2018	3,584.05
Accounts payable	2018-38T	3/13/2018	596,208.25
Accounts payable	201838nc	3/13/2018	377,137.49
Accounts payable	201838TB	3/14/2018	2,812.00

If you wish to review the details regarding any of these warrants please fee I free to contact this office.

0

ITEM TITLE: Approve Meeting Minutes

ITEM SUMMARY:

ATTACHMENTS:

Description Upload Date Type

 2/26/18
 3/19/2018
 Cover Memo

 3/5/18
 3/19/2018
 Cover Memo

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL February 26, 2018 5:30 PM

PRESENT: Chairman Jonathan Freedman, Vice Chair Susan G. Salamoff, Michael J. Hickey, Jr., Amy K. Mistrot

ALSO PRESENT: Acting Town Administrator Bill Chenard and Executive Assistant Trish O'Neil

ABSENT: Clerk Richard P. Jennett, Jr.

The Chairman called the meeting to order at 5:37 p.m., noting that a quorum was present and that the meeting had been duly posted, and requested a motion to enter into Executive Session to discuss matters pertaining to Litigation, Collective Bargaining, and Executive Session Minutes, with the Chair announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen's negotiating position and the Town's interests. Ms. Mistrot, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, the Board voted 4-0-0 in favor in favor of the motion. The Board entered into Executive Session at 5:40 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 7:22 p.m. Cub Scout Pack #7 led the recitation of The Pledge of Allegiance and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS:

Mr. Freedman announced the swearing-in ceremony for Fire Chief Lentini on Wednesday, February 28th, at the Morse Institute Library at 4:00 p.m.

The Town Clerk, Diane Packer, announced that Special Town Meeting #1 is scheduled for tomorrow evening at the Wilson Middle School and that the last day to register to vote is Wednesday, March 7th.

ASK THE TOWN:

Mr. Chenard provided details about how a new resident would determine his or her trash and recycling days and referred to the Natick Collection Calendar on the Town's website, by which one's trash day can be determined and reminders can be set regarding when trash should be placed outside. Mr. Freedman also noted that there is an app called "My Waste," which also has the ability to provide reminders.

CITIZEN'S CONCERNS

Trish Conners of Barnesdale Road, a 22-year resident of Natick, discussed her concerns about buses and children from the Brown Elementary School entering her very condensed, thickly populated area. At school dismissal time, there are over 200 children and 12 buses exiting the school and the traffic situation is very dangerous. She presented a petition signed by 160 concerned neighbors asking that the Kennedy School plans be updated to include all Brown School traffic and that the gate at the back of the Brown School be closed. Mr. Freedman stated he would be sure to pass the petition along to the School Administration and the School Committee.

CONSENT AGENDA

The Chair asked if any members of the public would like to discuss any item on the consent agenda. Mr. Hickey asked to remove the Meeting Minutes, Mr. Freedman asked to remove the Weekly Warrant Reviews, and Ms. Salamoff asked to remove the Parkland, Florida item. The Chair asked for a motion to approve the remainder of the Consent Agenda. Moved by Mr. Hickey and seconded by Ms. Salamoff, the Board voted 4-0-0 to approve the Consent Agenda, excluding the items removed and conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

- a. Nomination of the New England Chapter of the American Public Works Association of Arthur Goodhind, LFNR Supervisor/Tree Warden, to receive the Professional Manager of the Year Award for Facilities and Grounds
- b. Letter to MassDOT to request construction funding for the Natick Center MBTA Station
- c. Requests for Exemption from Town By-Laws, Ch. 41, Sec. 4 for Lindsey Natarelli (ASAP Lead Instructor/Long-Term Substitute Paraprofessional and Andrew Morin (Camp Woodtrail Nurse, Recreation Department/School Substitute Nurse)
- d. Natick Cultural Center Request to Paint Electrical Boxes
- e. American Cancer Society Relay for Life Banner Request (4/30-5/13/18)
- f. Walnut Hill School Commencement Procession Parade Permit (6/9/18)
- g. ALS Tri-State Trek Parade Permit (6/22/18)

Ms. Salamoff read aloud letters from the Board of Selectmen to the Stoneman Douglas High School students in Parkland, Florida, as well as a Call to Action letter from the Board to Congresswoman Katherine Clark, Senators Elizabeth Warren and Ed Markey, and President Donald Trump asking for legislative and regulatory action to prevent gun violence in America.

Regarding the Meeting Minutes, Mr. Hickey notes that four out of the five sets of minutes predated his time on the Board and requested that their review and approval be postponed to the next agenda when Mr. Jennett, who was the previous Chair during those meetings, would be in attendance. The decision was made to move all of the minutes presented for review to the next meeting on March 5th.

Regarding the Weekly Warrant Reviews, Mr. Freedman noted what he thought was an error and requested they be postponed to the next meeting with their accuracy or lack thereof determined in the meantime.

<u>Coyote Issue – Follow-Up and Update</u>: This topic was taken up early in the meeting to accommodate residents in the audience who had concerns about the coyote issue. Mr. Chenard stated that the Town's public education effort has continued with more information added to the website, including a mechanism to track coyote sightings. The Problem Animal Control Agent provided no formal recommendation and simply informed the Town that he can remove, i.e., hunt and destroy, four coyotes at a cost of \$6500, plus \$1000 for each additional coyote. Warning signs have been installed at the entrances of the Town Forest. No additional recommendations are being made other than that residents should continue to be diligent and cautious, especially in terms of keeping their dogs leashed. Discussion ensued among the Board Members regarding what actions to rule in and rule out with public safety being the major concern. Mr. Chenard noted that the area where hunting would be allowed is very limited and recommended against it. Ms. Mistrot asked to have the information on the website made more prevalent by keeping it on the home page. Ms. Salamoff recommended using electronic signs as a method of warning people of the danger and Mr. Chenard agreed to look into that. Several residents spoke, including Deb Nichols and Charlie Orlando, owners of the two dogs killed by coyotes, both of whom expressed disappointment that there is not a more formal, organized plan to thin the coyote pack. Chief Hicks indicated that the Police Department has the authority to act if an animal is determined to be an immediate danger, but if an Officer arrives at a scene and there is no coyote present, there is nothing to be done. A resident of Nern Street recommended a yearly thinning of the pack by way of bow hunting.

APPOINTMENTS WITH THE BOARD OF SELECTMEN

- Eat Buttercup, LLC Application for Common Victualler's License, Application for Entertainment
 License for Piped-In Music: Dora Tavel-Sanchez Luz, a co-owner, provided information about the proposed
 new restaurant. A Certificate of Occupancy and Board of Health Permits will be issued some time in April.
 There will be no live entertainment. Moved by Ms. Mistrot and seconded by Mr. Hickey, the Board voted 40-0 to approve the Common Victualler license. Moved by Ms. Salamoff and seconded by Mr. Hickey, the
 Board voted 4-0-0 to approve a Daily Entertainment License for indoor, live music only Tuesday through
 Saturday.
- 2. Public Hearing Eat Buttercup, LLC Application for an On-Premises All-Alcohol License: In the Clerk's absence, Mr. Hickey read the Public Hearing Notice aloud. Moved by Ms. Mistrot and seconded by Mr. Hickey, the Board voted 4-0-0 to open the Public Hearing. Mr. Freedman inquired if Ms. Tavel-Sanchez Luz, as manager of record, would be able to be on site as expected given that she owns another restaurant in Needham and the applicant confirmed that she would. Mr. Freedman also pointed out a typo in Section 9 of the application and the fact that the lease presented is not signed. The typo will be corrected and a signed lease will be provided by the applicant. Stephen Wolfe, one of the General Partners in the company that owns the Clarke Block in Natick Center voiced his support, as did Steve Levinsky as a representative of Natick Center Associates, Dean Kalivas, Stonegate's Chief Operating Officer, and Josh Ostroff, former Selectman. Mr. Ostroff also requested that the alcohol license be approved as a "Downtown" license. On a motion by Ms.

Mistrot, seconded by Ms. Salamoff, the Public Hearing was closed on a vote of 4-0-0. Moved by Ms. Salamoff and seconded by Mr. Hickey, the Board voted 4-0-0 to approve an all-alcohol, Downtown license.

3. Steve Levinsky, Natick Center Associates:

- a. Natick Center Cultural District Fourth Quarter Report: Mr. Levinsky, explaining that the Town has contracted with Natick Center Associates to run the Natick Center Cultural District, provided the regular quarterly report, making note of multiple events, sponsored programs, revenue sources, and expenses.
- b. One-Day Alcohol License Request: Mr. Levinsky reported that Natick Center Associates, a 501 (c)(3) holds a fundraiser each year. This year's "Natick's Got Hidden Talents" fundraiser will be held at the Walnut Hill School on Saturday, April 14th, from 7-11 p.m. A maximum of 140 attendees are expected. All servers will be TIPS trained. Moved by Ms. Mistrot and seconded by Mr. Hickey, the Board voted 4-0-0 in favor.

4. Procurement Officer – Contracts:

- a. Amendment #2 to CRT/Beta Contract: Moved by Ms. Mistrot and seconded by Ms. Salamoff, the Board voted 4-0-0 to approve Amendment #2 to the Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail, dated April 18, 2017 (Amendment #2 dated September 18, 2017), to fully fund the entire design amount \$352,045) and to renew the term of the contract for an additional year, with a termination date of April 17, 2019.
- b. **Historic Document Preservation:** Moved by Ms. Mistrot and seconded by Ms. Salamoff, the Board voted 4-0-0 to award the contract for Preservation of Town Books and Documents to Kofile in the amount of \$100,000.
- c. **Cole Center Playground:** Moved by Ms. Salamoff and seconded by Ms. Mistrot, the Board voted 4-0-0 to award the Cole Center Playground Contract to New England Recreation Group for all work (equipment, installation, and safety surfacing) in the amount of \$87,025.
- d. **Mowing and Line Trimming:** Moved by Ms. Mistrot and seconded by Ms. Salamoff, the Board voted 4-0-0 to award the mowing and line trimming contract to Greenscape Land Design for the complete main bid work for a three-year term in the amount of \$122,040 (to be split into equal installments over the term).
- e. **Pavement Management Engineering**: Moved by Ms. Salamoff and seconded by Ms. Mistrot, the Board voted 4-0-0 to award the pavement management engineering contract to Stantec Consulting Services, Inc. to perform services outlined in Attachment A1 of the contract with a total price cap of \$61,300
- f. **Storm Water Feasibility**: Moved by Ms. Mistrot and seconded by Ms. Salamoff, the Board voted 4-0-0 to award the storm water feasibility contract to Environmental Partners Group, Inc. to perform services outlined in Attachment A1 of the contract with a total price cap of \$20,000.
- g. **Document Management Consulting:** Moved by Ms. Mistrot and seconded by Mr. Hickey, the Board voted 4-0-0 to award the document management consulting contract to Plante & Moran, PLCC for the main contract work in the amount of \$38,775.
- 5. Conservation Agent/General Planner, Community & Economic Development: Hazard Mitigation Plan Update: Victoria Parsons, Conservation Agent/General Planner, provided an update on the Hazard Mitigation Plan, which prepares communities for natural hazards. The last plan was completed in 2010. Natick received a grant from the Massachusetts Emergency Management Agency (MEMA) to update the plan. Keeping the plan up to date allows the Town to tap into future federal disaster mitigation grants. The Hazard Mitigation Committee has conducted public meetings and a public survey to help with preparation of the plan. A full draft of the plan will be available on March 1st and will go to a public comment period for about a month. The next meeting of the Hazard Mitigation Committee is March 8th at 7:00 p.m. in the Police Department Community Room, when there will be a public workshop. The draft will then be submitted to MEMA around April 13th. The draft plan will be online and a hard copy will be in the Community & Economic Development Office.
- 6. Comptroller Quarterly Report FY 2018 2nd Quarter: Per the Comptroller, Arti Mehta, most revenue is on target except for motor vehicle excise tax those bills are sent out in February. Ms. Mistrot inquired about the difference between personal property tax and real estate tax. Ms. Mehta explained that real estate taxes relate to the actual property while personal property taxes relate to the interior contents of the property. Mr. Townsend, the Deputy Town Administrator/Finance Director said that the Town is doing well investment-wise. The Town has updated to a cloud-based system for Munis and the yearly audit is in its final stages.
- 7. Police Chief Safety Committee Recommendations: Mr. Freedman inquired about a crossing area on West Street between the baseball and JV practice fields that was discussed last year. Chief Hicks said that a temporary crossing has been placed but something more permanent will be done in the spring. A question was raised about recent legislation allowing towns to set lower speed limits and the Chief states that the

Safety Committee voted to take no action. On a motion by Ms. Salamoff, seconded by Ms. Mistrot, the Board voted 4-0-0 to approve the following Safety Committee recommendations:

- a. Crosswalk on Oak Street at the Longfellow Sports driveway
- b. MUTCD STOP bar, STOP sign, and Stenciled STOP on Bunker Lane at Sylvester Road
- c. Hidden driveway sign at area of 14 Bunker Lane
- d. Parking restrictions in the Tobin School area

DISCUSSION AND DECISION

8. Review of Fiscal Year 2019 Budgets:

- a. Police: Chief Hicks stated that going into FY 2019, contracts are not current but, in general, there are no changes. The biggest increase is under New Initiatives that have been approved by the Administration a \$10,000 increase overall in expenditures due to new speed measuring devices that can be monitored remotely with an ability to download data. Moved by Ms. Salamoff and seconded by Ms. Mistrot, the Board voted 4-0-0 to recommend favorable action.
- b. Fire: Chief White stated that the FY 2019 budget is level funded. Expenses are also level funded. Moved by Ms. Salamoff and seconded by Mr. Hickey, the Board voted 4-0-0 to recommend favorable action. Chief White stated that in his five-year tenure as Chief, he has been requesting a second in command and feels that an assistant chief is very much needed.
- 9. Update on South Main Street Timeline and Process: Mr. Freedman noted that the intent of tonight's meeting is not to discuss design alternatives but to specify when a Public Meeting will be held to discuss options and obtain input from the public. No action is to be taken tonight. Mr. Marsette, the DPW Director, indicated that Town Staff and the consultant could accommodate a public meeting at any time, noting that design funding is in hand from a prior appropriation and the plan is to request construction funds at the Fall Annual Town Meeting so that the final design can be done over the winter with construction to begin in the spring of next year. Mr. Freedman recommended a standalone meeting at the Morse Library to which abutters would be invited two to three weeks in advance. After much discussion, the decision was to hold the Public Meeting on March 28th at 7:00 p.m. in the Lebowitz Room at the Morse Library (the public meeting would follow the regular Selectmen's Reorganization Meeting, scheduled for 6:00 p.m. on the same evening) if available. Mr. Chenard committed to a postcard mailing to abutting residents, with emails sent to those who have provided the Selectmen's Office with email addresses, and notice on the Town's website. Further discussion ensued about Design Options 2 and 3. Ms. Mistrot felt that nothing should be discussed or decided without input from the public. However, noting the intense public resistance to Option 2, Mr. Freedman elected to have an action item placed on the next agenda to eliminate Design Option 2 and substitute a revised option for Design Option 3. Mr. Freedman also requested that the Transportation Advisory Committee be notified of the March 28th Public Meeting.

Ms. Mistrot left the meeting at 11:00 p.m.

- 10. 2018 Spring Annual Town Meeting Articles 18 and 19: Ms. Salamoff noted that the Motions for these Articles, which would request an extra 30-day period for the Board to appoint a Police or Fire Chief, need to be refined since the Charter already provides a 60-day period. Mr. Chenard will make the changes to the Motions. Moved by Ms. Salamoff and seconded by Mr. Hickey, the Board voted 3-0-0 to recommend favorable action with the revisions as noted by Ms. Salamoff.
- 11. <u>Meeting with the State Legislators Discussion Topics</u>: A letter has been sent to the Legislators outlining the topics of discussion for the March 5th meeting.
- 12. Ratify PEC Agreement: Mr. Freedman announced that the PEC Agreement related to Health Insurance changes had been voted in Executive Session this evening and now needed to be ratified in public. Mr. Freedman explained that PEC is comprised of all the union representatives who participated in bargaining for health care as a collective group. The agreement is effective July 1, 2018-June 30, 2021. The Town will offer a Benchmark Plan that mirrors the GIC Plan and has a very small deductible and co pays and other plans with moderate deductibles of \$2000-\$4000. The Town has agreed to contribute to a Health Savings Account (HAS) for the higher deductible plans. Moves by Ms. Salamoff and seconded by Mr. Hickey, the Board voted 3-0-0 to publicly ratify the PEC Agreement.
- 13. West Natick Fire Station Building Committee-Amend Charge and Composition: The Charge of the Committee directs that appointments be made by virtue of title, e.g. the Fire Chief is automatically a member of the committee. Chief White is retiring but would like to remain an active member of the Committee. Moved by Ms. Salamoff and seconded by Mr. Hickey, the Board voted 3-0-0 to change the composition of the committee, making it an 11-person committee with four members at large. A quorum for the committee would

be six. Moved by Ms. Salamoff and seconded by Mr. Hickey, the Board voted 3-0-0 to approve the change. Kathy Lentini, the Town's Information Officer, will be asked to update the website. On an additional motion by Mr. Hickey, seconded by Ms. Salamoff, the Board voted 3-0-0 to appoint Rick White as a citizen-at-large committee member. Chief Lentini will automatically become a member by virtue of being the Fire Chief.

<u>COMMITTEE / PROJECT UPDATES – Camp Arrowhead</u>: Mr. Chenard stated that a demolition permit request has been filed with DCR and a response is anticipated soon. Architects and Town Staff are working to complete the final design of the building. The goal is to complete the work in time for programming beginning in late June.

TOWN ADMINISTRATOR NOTES

Mr. Chenard noted that he has been appointed to the West Suburban Health Group's Steering Committee.

SELECTMEN'S CONCERNS

None.

po'n

ADJOURNMENT

n a motion by Mr. Hickey, seconded by Ms. Salamoff, the Board voted 3-0-0 on a roll call vote to adjourn the Bo f Selectmen's Meeting at 11:24 p.m.	ard
ichard P. Jennett, Jr., Clerk	
ebruary 26, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on March 19, 2018	

All documents used at this Board of Selectmen meeting are available at: https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=498&MinutesMeetingID=1&doctype=Agenda

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL March 5, 2018 6:00 PM

PRESENT: Chairman Jonathan Freedman, Vice Chair Susan G. Salamoff, Clerk Richard P. Jennett, Jr., Michael J. Hickey, Jr., and Amy K. Mistrot

ALSO PRESENT: Acting Town Administrator Bill Chenard and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:05 p.m., noting that a quorum was present and that the meeting had been duly posted, and requested a motion to enter into Executive Session to discuss matters pertaining to Deployment of Security Personnel or Devices, Real Property, Executive Session Meeting Minutes, and Collective Bargaining, with the Chair announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen's negotiating position and the Town's interests. Ms. Mistrot, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, the Board voted 4-0-0 in favor in favor of the motion (Mr. Jennett was absent for the roll call vote but arrived to Executive Session at 6:17 p.m.). The Board entered into Executive Session at 6:07 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 7:09 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country. Mr. Freedman recognized the School Committee Members present for a joint meeting with the Selectmen and the Massachusetts Legislators, Representative David Linsky and Senators Karen Spilka and Richard Ross. At 7:12 p.m. Ms. Lisa Tabenkin, the School Committee Chair, opened the School Committee Meeting by a roll call vote by Ms. Julie McDonough, Ms. Firkins Reed, Mr. David Mangan, and Mr. Paul Laurent. Following a brief announcement from Mari Barrera, Mr. Freedman opted to begin the Meeting with the discussion among the Board, the Committee, and the Legislators.

ANNOUNCEMENTS

Mari Barrera, Chairman of "Yes! For Natick," a political action committee, invited residents to a voters' forum on Thursday, March 8th, 7:30, at the Morse Library.

APPOINTMENTS

Joint Meeting of Board of Selectmen and School Committee with Massachusetts Legislators:

Each of the Board and Committee Members presented questions to the Legislators for their consideration on the following topics: state aid and cherry sheet assessments; state funding for roads and sidewalks; programs and funding related to public school safety; affordable housing, especially for senior citizens, particularly in terms of programs designed to keep seniors in their communities; state assistance to rebuild affordable housing with particular respect to Cedar Gardens; funding for mental health and prevention of substance misuse; greater availability of next-level care after detox; increased oversight and/or licensing of sober and halfway houses; the current underfunding of the Mass Cultural Council; the status of legislation relating to Cochituate Rail Trail naming rights; the status of double pole legislation and lack of responsiveness from utility companies; the status of recreational marijuana regulations; and the possibility of treating Airbnb establishments like hotels for the purpose of local excise taxes. Each of the legislators stressed their commitment to Natick and talked about various funding initiatives and efforts, promising to continue to support the Town to the best of their ability. Representative Linsky referred to Natick as "the greatest town in the greatest city in the greatest country in the history of the universe." Senators Spilka and Ross encouraged continued collaboration between the Town and the Legislature. Mr. Freedman thanked the Legislators for their time and their commitment to the Town. Moved by Ms. McDonough and seconded by Mr. Laurent, the School Committee voted 5-0-0 to adjourn their meeting at 8:00 p.m.

ANNOUNCEMENTS:

Mr. Freedman announced the annual Town election on March 27th, indicated that the last day to register to vote was March 7th, and provided information about absentee ballots.

ASK THE TOWN:

Mr. Chenard provided information in response to a question he received from a resident regarding excise tax and advised anyone with questions to contact the Assessor's Office.

CITIZENS' CONCERNS

None.

CONSENT AGENDA

The Chair asked if any members of the public or the Board would like to discuss any item on the consent agenda. Ms. Salamoff requested that a thank you letter be sent to the resigning member of the Zoning Board of Appeals. Moved by Mr. Jennett and seconded by Ms. Mistrot, the Board voted unanimously to approve the Consent Agenda, including Ms. Salamoff's request to have a thank you letter sent and conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

- 1. Meeting Minutes for October 24, 2016, November 2, 2016, November 14, 2016, November 21, 2016, February 12, 2018, and February 28, 2018
- 2. Natick Youth Football & Cheerleading banner from April 2-April 8, 2018 and June 4-June 10, 2018
- 3. Natick Service Council banner from May 14-May 20, 2018
- 4. Three Squares Ride for Food parade permit for September 23, 2018
- 5. Farmers' Market request to bag parking meters from May 12, 2018-May 4, 2019
- 6. Weekly warrant reviews for February 5, February 9, and February 23, 2018
- 7. NAIL Commmunications' use of Town Common and video shoot on March 13 & March 14, 2018
- 8. Resignation of Sean Nabi from the Zoning Board of Appeals

FURTHER APPOINTMENTS WITH THE BOARD OF SELECTMEN

- 9. <u>Director of Public Health and Prevention & Outreach Program Manager Opioid Task Force</u> Jim White and Katie Sugarman provided an update on current activities and future initiatives the Opioid Task Force will be working on in the spring, among them the Task Force's commitment to building on existing partnerships, such as SOAR, SPARK Kindness, the Natick Rotary, and the Charles River Rotary, as well as building new partnerships with businesses, such as hotels, motels, and fast food restaurants; community education events, such as naloxone training; and other upcoming events. Mr. White discussed a MetroWest Health Foundation grant of \$40,000 that allowed for the distribution of naloxone kits containing two 4-mg doses among four communities - Natick, Framingham, Ashland, and Hudson. Kits are available free of charge to anyone in the community at the Board of Health (where five staff members have received naloxone training) during regular hours as long as the public health nurse is available, and options for expanding those hours, such as a drop-in center, are being considered. Naloxone training will also be expanded to places that are considered "hot spots," like the libraries, and Mr. White encouraged anyone with an interest to request training. The partnership with the MetroWest Medical Center is also being extended and the Task Force will be working with a consultant hired to assist in a strategic planning process and grant writing. Ms. Mistrot inquired about a public outreach program to explain that naloxone (the generic drug) is the same as Narcan (the brand name drug) and Ms. Sugarman agreed to make that explanation more prominent in Task Force materials. Mr. White explained that the naloxone training program is cutting edge, the first of its kind in the Commonwealth. A request for an additional \$20,000 has been made to continue the consultant's work into 2019. The Task Force is also encouraging the Town to support the MOLA (Massachusetts Opioid Litigation Attorneys) initiative. Ms. Sugarman stated that the Task Force is doing some tracking in terms of participation and effectiveness, as is the Board of Health, and that the Police and Fire Departments are working together on an overdose tracking system that both departments share in real time.
- 10. Public Hearing Transfer of an All-Alcohol On-Premises License and
- 11. Z&M Corporation, d/b/a Agostino's Application for Common Victualler's License and Application for Weekday Entertainment License: Mr. Freedman suggested opening the Public Hearing and discussing all of the related materials. After reading the Public Hearing Notice aloud, Mr. Jennett, seconded by Ms. Salamoff, moved to open the Public Hearing, which motion carried 5-0-0. Attorney Jon Aieta presented on behalf of Zissis and Maria Klisiaris, who will be 50/50 shareholders in the restaurant, with Mr. Klisiaris the proposed manager of record, to request a transfer of the alcohol license to Z&M Corporation and approval of both a common victualler's license

and a weekday entertainment license. Mr. and Mrs. Klisiaris are purchasing both the real estate and the business assets and wish to maintain the current day-to-day operations, staff, and menu. Prior water damage and resultant repair work that is ongoing require that all Board votes be contingent upon the issuance of a Certificate of Occupancy and Board of Health Permits. As prior restaurant owners with 30 years' experience, the Klisiarises are very familiar with alcohol/ABCC rules and regulations. Attorney Aieta stated that the alcohol license will need to be pledged to the Klisiarises' bank and requested a vote of approval from the Board. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to close the Public Hearing. Considering each license separately, the Board of Selectmen voted 5-0-0 in favor, by three separate votes, to approve the common victualler's license (moved by Mr. Jennett and seconded by Ms. Mistrot), a weekday entertainment license for live music, DJ, and karaoke Wednesday through Saturday (moved by Ms. Mistrot and seconded by Mr. Jennett), and an all-alcohol license (moved by Mr. Jennett and seconded by Ms. Salamoff), all contingent upon receipt of a Certificate of Occupancy and Board of Health Permits. On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the pledge of the alcohol license to the petitioners' bank as collateral for a loan to purchase the above mentioned real estate and business assets.

DISCUSSION AND DECISION

- 12. Review of Fiscal Year 2019 Budgets Department of Public Works: Jeremy Marsette and Tom Hladick, Director and Deputy Director of Public Works, respectively, presented to discuss the FY 2019 DPW Budget. Mr. Marsette discussed goals and challenges for the upcoming fiscal year. Challenges include the growing scope of responsibilities commensurate with the growing size of the Town, impending construction of the Cochituate Rail Trail and resultant maintenance, maintenance of the future dog park, the reconstruction of East Park and the Navy Yard Field, among others. Proposed initiatives include hiring a Project Engineer/Manager to take the burden of project management responsibilities off the Director and Deputy Director, upgrading a Mechanic/Welder position to Lead Mechanic/Welder to handle the complexity of Fire Department vehicles, hiring an Administrative Assistant for the Highway and Sanitation Department, hiring an Applications Manager for the many software applications used by the DPW, and hiring an Assistant Director of Public Works. Mr. Marsette stated that the Finance Committee has voted a base budget that includes three of the proposed initiatives but believes some of those may be reconsidered by FinCom. Only the upgraded position of Lead Mechanic/Welder is included in the budget as presented by the Town Administrator this evening. Mr. Chenard stated that both the School Department and the Town Administration have identified areas where cuts can be made and have developed a Master Priorities List with the Project Engineer/Manager being number one on that list. If additional revenues or other areas where cuts can be made can be identified, it will be the first thing added back to the budget. Ms. Mistrot advocated for funding the requested initiatives if possible, citing the complexity of DPW operations and the dire need for these additional positions, deferred budget assistance over a number of years on the municipal side, and the need to set priorities for the Town as a whole. Mr. Hickey noted that there is overwhelming support for the position of Project Engineer/Manager. Moved by Mr. Hickey and seconded by Ms. Salamoff, the Board voted 5-0-0 to support the Acting Town Administrator's budget as presented, including the reclassification of the Mechanic/Welder position to Lead Mechanic/Welder and emphasizing the Board's support for the proposed Project Engineer/Manager position with a salary of \$75,711, with a friendly amendment by Mr. Jennett, accepted by Mr. Hickey, for a total budget amount of \$8,169,073.
- **13.** <u>Update on South Main Street Timeline and Process</u>: A Public Meeting will be held on March 28th at the High School Auditorium at 7:00 p.m. where comments and opinions from the public will be considered.
 - **a.** Eliminate Option #2: Mr. Freedman proposed eliminating this option due to overwhelming public resistance. Ms. Mistrot expressed her opinion that the impact of Option #2 to abutters would be too significant to move forward. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 to eliminate Option #2 from consideration.
 - **b. Option #3 Alternative:** Mr. Marsette stated that the Option #3 Alternative would greatly minimize the impact to abutters and will be discussed at the next Selectmen's Meeting on March 19th.
- 14. Amend Friday Parking Regulations in Town Hall Parking Lot: Subsequent to Mr. Hickey receiving requests from citizens, and noting that the Town Hall Parking Lot is virtually empty on Friday afternoons since Town Hall closes at 12:30, Mr. Chenard met with Chief Hicks, Lt. Lauzon, and the School Department about the possibility of making employee permit spaces available for public parking, benefitting not only the adjacent church but the library as well. Moved by Ms. Mistrot

- and seconded by Mr. Hickey, the Board voted 5-0-0 to make employee permit spaces available for public use via the kiosk, with placement of a sign noting such, on Friday afternoons from 1:00 p.m. on
- **15.** Reappointment of Acting Town Administrator: Mr. Freedman proposed a three-month extension, with the initial three-month appointment set to expire on March 7th. Moved by Mr. Hickey and seconded by Ms. Mistrot, the Board voted 5-0-0 to extend Mr. Chenard's appointment as Acting Town Administrator effective March 8, 2018 for a period not to exceed three months.

TOWN ADMINISTRATOR NOTES

Mr. Chenard stressed the importance of using Google Docs to improve performance and as a tracking and prioritization method for Town Counsel assignments to be shared with Town Counsel and Department Heads.

SELECTMEN'S CONCERNS

None.

ADJOURNMENT

On a motion by	Mr. Jennett,	seconded b	y Mr.	Hickey,	the I	Board	unanimously	voted	on a	roll	call	vote	to
adjourn the Boar	d of Selectm	en's Meetino	g at 1	1:00 p.m									

Richard P.	Jennett, J	Ir., Clerk	

March 5, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on March 19, 2018

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All documents used at this Board of Selectmen meeting are available at: https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=500&MinutesMeetingID=-1&doctype=Agenda

ITEM TITLE: Nolan Palmer, Master Councilor: Proclamation - The International

Supreme Council Order of DeMolay

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type		
Request	3/14/2018	Cover Memo		
Proclamation	3/14/2018	Cover Memo		

THE INTERNATIONAL SUPREME COUNCIL ORDER OF DEMOLAY

Wayne T. Szretter ISC Active Member



25 Franconia Avenue Natick, MA 01760-2701 Hm (508) 655-0570 Cell (508) 380-5073 wtszretter@gmail.com

March 6, 2018

Natick Board of Selectman Attn: Chairman Jonathan Freedman Town Hall 131 East Central Street Natick, MA 01760

Dear Mr. Freedman,

On behalf of John Eliot Chapter, Order of DeMolay, Natick, we would like to request a proclamation from the Natick Board of Selectmen for "DeMolay Month" that runs through March. The local members of this organization, international in scope and open to young men ages 12-21 years, continue to do community outreach work as well as their leadership development and recreational activities. Enclosed please find a sample proclamation. If there are any questions, please do not hesitate to contact me at: 508-655-0570 or via email at wiszretter@comcast.net If the schedule permits, perhaps the Proclamation could be presented to the young men from DeMolay at a Selectmen's meeting in March.

Many thanks in advance for considering this request.

Sincerely,

Wayne T. Szretter

Wayne T. Szretter Chairman, Advisory Council John Eliot Chapter, Order of DeMolay



Whereas, DeMolay is a character-building organization of young men from ages 12 – 21; and

Whereas, these young men are seeking to prepare themselves to become better citizens and leaders for tomorrow; and

Whereas, DeMolay helps to develop those traits of character which have strengthened good men of all ages; and

Whereas, the organization has carried out the aforementioned goals for over ninety-four years through programs of athletic competition, social activity, civic service, and charitable projects; and

Whereas, the members of the John Eliot Chapter will observe the year of 2018 as the

94th Anniversary of DeMolay in Natick

so as to exemplify to all the citizens here and everywhere their many activities, and to tender recognition to their thousands of Senior DeMolays;

Therefore, the Board of Selectmen of the Town of Natick calls upon all citizens of the Town to observe the month of March, 2018 as

DeMolay Month

We further call upon all our citizens to join in saluting the young men of DeMolay and in expressing our grateful appreciation for the fine example set by them in contributing to the welfare of our community.

In witness thereof, we have hereunto set our hands and caused the Seal of the Town of Natick to be affixed on this 19th day of March, 2018.

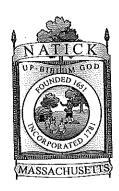
Jonathan Freedman, Chair	Michael J. Hickey, Jr.
Susan G. Salamoff, Vice Chair	Amy K. Mistrot
Richard P. Jennett, Jr., Chair	

ITEM TITLE: Biryaniz n Breadz: Application for a Common Victualer License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type		
Application	3/14/2018	Cover Memo		
Floor plans	3/14/2018	Cover Memo		
Police Recommendation	3/14/2018	Cover Memo		



Office Use Only: Date Pmt Rec'd: 211 Does application meet all a	Fee Paid: \$50 Check No: 1238 pplicable zonling by-laws?
	OC 955

TOWN OF NATICK.

COMMON VICTUALER LICENSE APPLICATION

			
For Calendar Year 2018 Date Submitted March 2, 2018			
☑ New ☐ Renewal			
The undersigned hereby applies for a Common Victualer License in accordance with the provisions of the Statutes relating thereto:			
Common Victualer License Only			
Name of Person, Firm, or Corporation Making Application: Sri Lakshmi Ganapthi LLC, by Karthik Birudavolu Name of Establishment (d/b/a) Biryaniz N Breadz Address of Establishment 195 W. Central St. Natick MA 01760 Mailing address (if different from establishment)			
Contact Person (to whom ALL licensing information will be sent, including renewal notice and license) Kar Ric Birudavolu Email Address Bro bnbratick @gmail.comphone 781-535-8877 Manager of Establishment Kar Thik Birudavolu Email Address See above Phone See above If Business is a Corporation, Corporate Name and Officers			
If Business is an LLC, List of Members <u>Karthik Birndavolu</u> , Satya Pal, Girish Damireddy			

January of Operation 7 day	Number of Seats 1:00 Am - 3:00 Pm - 5:00 Pm - 10:00F
Establishment's Days and Hours of Operation	Number of Souts 10099
Number of Staff	Number of Seats
Has a Certificate of Occupancy been issued? / Yes	n nay top
Have Board of Health Permits been issued? YES	If not, expected date of issuance
Additional Information Requested by the Town of Nati	ck Police Department for Background Check:
Applicant's Social Security Number or Employee I.D. Number	mber 368-31-4411
Applicant's Social Security Number of Employee 1.5. No.	
Date of Birth	
l	
I, the Undersigned, state that the information provided	in this application, and associated attachments, is true
i, the Undersigned, state that the information provided and accurate to the best of my knowledge.	m this approacher, and a
	and the short of
Furthermore, Pursuant to MGL Ch. 62C, Sec 49A, I cert	tify under the penalties of perjury that I, to the best of
my knowledge and belief, have filed all state tax return	is and paid all state taxes required arrangements
Signature of Applicant Rome	Date 03/02/2018
Signature of Applicant	•
By Corporate Officer	Date
(If applicable)	

Please submit the following with your application:

- 1. Proof of Workers Compensation Insurance (if applicable)
- 2. Workers' Compensation Insurance Affidavit
- 3. Set of floor plans and site plan*** (If renewing a license and changes have been made to the premises in the previous 12 months, a revised set of floor plans and site plan must be submitted)
- 4. List of equipment and estimated cost***
- 5. Copy of Bill of Sale or Lease Agreement***
- 6. If a Corporation, a copy of Articles of Organization; if an LLC, a copy of the Membership Agreement and list of members***
- 7. \$75.00 Application fee (checks made payable to the Town of Natick)

*** New Applicants Only (see exception for item #3)

LIST OF EXHIBITS

- 1. Application
- 1a. CORI/Background information re principals
- 2. Floor plan and site plan
- 3. List of equipment
 - Asset purchase (8 pp.)
 - New purchase supplement
- 4. Lease agreement
- 5. LLC Agreement/members
 - LLC filing with Secretary of State
- 6. Building Inspector approval
 - Express Building Permit
 - Permit Job Card
 - Final Construction Control Document
- 7. Board of Health approval (see Permit Job Card)
- 8. Proof of Worker's Compensation Insurance
 - Worker's Compensation Insurance Affidavit
 - · Certificate of Liability Insurance
 - ICNE confirmation letter of Worker's Compensation Insurance
- 9. Review of Natick Recycling Plan
 - Debris affidavit (Building Inspector document)
 - · Handwritten affidavit

SUPPLEMENTAL DOCUMENTS

- Fire alarm panel zone map
- Interior photographs of dining area

· Building Department Certificate of Completion . Board of Health Permit

ASSET PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this 23 day of September, 2017 by and among GEN8888, INC., a Massachusetts corporation with a principal place of business at 70 River Path, #15, Framingham, Massachusetts (hereafter referred to as "Seller") and Sri Lakshmi Ganapathi LLC, a Massachusetts corporation, with a principal address of 77 Hound-Pack Circle, Walpole, Massachusetts (hereafter referred to as "Buyer").

RECITALS

WHEREAS, the Seller operates a restaurant business located at 195 West Central Street, Natick, Massachusetts (the "Premises"), known as the Asian Bistro; and

WHEREAS, the Buyers desires to purchase and the Seller desires to sell all of the assets of the business known as Gen888 Inc. d/b/a the Asian Bistro, including but not limited to any equipment and fixtures therein.

WITNESSETH

In consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. SALE AND PURCHASE OF ASSETS.

- (a) <u>Transfer of Assets</u>, Subject to the terms and conditions of this Agreement, Buyer will at the closing (hereinafter defined) acquire from the Seller, and the Seller will at the closing transfer and convey to the Buyer, by bill of sale, the following assets, properties and rights of the Seller:
 - (i) The Seller's fixtures, furnishings, equipment, supplies, and all other assets which are owned by the Seller and used in its restaurant business except for Seller's inventory, (all more particularly described on Exhibit "A" attached hereto); The Buyers and Seller acknowledge and agree that the transfer of assets and payment of the entire purchase price hereunder is not subject to the sellers liquor license being transferred to the Buyer on or before closing. Seller and Buyer agree to fully cooperate in the transfer of the liquor license to Buyer subsequent to the time of performance. If after one (1) year from the time of performance, Buyer is unable to obtain approval for transfer and use at the subject premieses due to no fault of the Seller, Seller may dispose of said license in any manner and to any other party.
 - (ii) Telephone numbers, goodwill, applicable licenses and permits, to the extent allowed by law.

All the assets, properties and rights of Seller to be transferred to Buyer pursuant hereto are sometimes hereinafter referred to as the "Seller's Assets". For the purposes of Buyer's and Seller's accounting, the distribution of the Purchase Price to the assets is as follows:

GOODWILL LIQUOR LICENSE COMPUTER FURNITURE & EQUIP \$61,200.00 \$37,600 \$5,100.00 \$46,100.00

Assets, shall at the time of Closing, be free and clear of all obligations, security interests, liens and encumbrances whatsoever. Buyer shall not buy or assume any of Seller's liabilities of obligations of any kind or nature, contractual or otherwise, and shall not be liable for the payment of any employee benefits or legal or accounting expenses incident to the transaction contemplated by this Agreement. Buyer harmless from all such claims and demands arising out of or in connection with any such encumbrances (such as, but not limited to liens or causes of action of any type) which shall be in existence on the closing date, together with all costs and expenses (including without limitation, reasonable attorney's fees) of Buyer incurred or arising in connection therewith or in the enforcement of such indemnity; such indemnity shall survive the closing.

- (d) <u>Separate Agreements.</u> The Buyer and Seller at the Buyer's discretion shall execute a separate agreement, prior to closing, relative to the purchase by Buyer from Seller of any food or paper good owned by Seller. Buyer will Purchase liquor inventory as required by the ABCC at cost.
- (e) Acceptance of Bill of Sale. Except herein otherwise provided, the acceptance of the "Bill of Sale" reference in this Agreement shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such, if any, as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

PURCHASE PRICE. The total purchase price for the Seller's Assets is one hundred and fifty thousand (\$150,000.00) dollars.

(f) Non-Compete- Due to the significance and materiality of the consideration provided by Buyer, and in consideration of the benefits received by Seller, the sufficiency of which is hereby acknowledged, Seller agrees that within a 10 mile radius of 195 West Central Street, Natick, MA, and for a period of five years after the closing, Seller shall not directly or indirectly own, manage, operate, be affiliated in any way or conduct any business engaged in the restaurant business or any other business consisting of the furnishing of food and/or beverages to the public. Excepted from such agreement is Seller's existing restaurant in Marlborough, Massachusetts known as Joy Asia

Reasonableness of Restrictions

- (a) Seller has read and understood the provisions of this Agreement. Seller agrees with the restrictions set forth herein, and agrees that the time period and geographic location restrictions are fair, reasonable and legitimately necessary for the protection of Buyer's interests, as well as the interests of the buyer's officers, directors, shareholders, and other employees.
- (b) If any part of the provisions in this agreement shall be held unenforceable or invalid, the remaining parts thereof shall continue to be enforceable and valid. In the event a court of competent jurisdiction declares the time period or geographic location restrictions are unreasonable and/or have exceeded the maximum time period and/or, the Buyer and Seller shall request the Court to fix a reasonable time period and/or geographic

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location restriction, and the court specified time period and/or area of restriction shall then become and thereafter be the maximum time period and/or geographic area which the court deems reasonable and enforceable.

Benefit and Burden

The agreement shall be binding upon, and shall inure to the benefit of, Buyer and Seller, and their respective heirs, personal and legal representatives, successors and assigns.

Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

Attorney's fees and costs

If any legal action is necessary or brought in any court or arbitration proceeding, to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary expenses, in addition to any other relief to which such party may be entitled. This provision shall be construed as applicable to the entire contract.

- (g) Seller agrees to leave the premises in broom swept condition, including, not limited to disposal of any and all food products, and clean any and all pots and pans that have been mutually agreed to be left to the Buyers
- 2. <u>METHOD OF PAYMENT</u>. Buyer shall make payment of the purchase price for the Seller's Assets as follows:
- (a) One Thousand (\$1,000.00) Dollars, which was paid as a deposit upon the execution of the Offer to Purchase dated September 12, 2017, said deposit to be applied to the outstanding balance at closing.
- (b) Fourteen Thousand Five Hundred (\$14,000.00) Dollars, which has been paid as an additional deposit this day, said deposit to be applied to the outstanding balance at closing.
- (c) At closing, in cash or bank check payable to the order of Seller, One Hundred Thirty Five (\$135,000.00) Dollars.

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3. <u>ADJUSTMENTS TO PURCHASE PRICE</u>. At or prior to the closing, Buyer and Seller will agree upon a reasonable estimate of any other net adjustments to the purchase price, including, but not limited to, rent, accounts receivable and inventory adjustments, other than that referenced in Paragraph No. 1(d) above.

- (a) The Seller will be responsible for payment of utility services up Through the day prior to the closing. The Buyer will be responsible for payment for utility services on and after the day of closing. Adjustments between the Buyer and Seller will be made accordingly for the utility bills which are received after the day of closing.
- 4. <u>CLOSING</u>. The closing shall be held October 30, 2017 or at such other location that shall be agreed upon in writing among the parties, at the office of Seller's counsel. Time is of the essence.

- 5. ACCOUNTS PAYABLE. Seller shall be responsible for and shall pay all accounts payable relating to Seller's business which are outstanding on the closing date. Seller shall indemnify and hold Buyer harmless from all such claims and demands arising out of or in connection with any such accounts payable which shall be outstanding on the closing date, together with all costs and expenses (including without limitation, reasonable attorney's fees) of Buyer incurred or arising in connection therewith or in the enforcement of such indemnity; such indemnity shall survive the closing.
- SELLER'S REPRESENTATIONS AND WARRANTIES. The Seller represents and warrants as follows:
- (a) That it is a Massachusetts corporation duly organized and in good standing under the laws of the Commonwealth of Massachusetts.
- (b) Attached hereto as Exhibit "A" is a true and complete list as of the date hereof of all property owned by the Seller and used in connection with its business being purchased hereunder, with Seller separately identifying any property used by Seller in connection with its business that is leased. Seller further warrants that between the date hereof and the closing, it shall not dispose of any of the said property except in the ordinary course of business, unless it first shall have received prior written approval of the Buyers for such disposal in each instance.
- (c) The Seller, where applicable, shall have paid or will pay all required social security, withholding, sales and unemployment insurance taxes to the local, state and federal government up the closing date.
- (d) All required federal and state income and excise tax returns relating to the Seller's business shall be or have been filed for the Seller and all tax payments due in accordance with those returns have been paid, or shall be paid, by the Seller when due.
- (e) The Seller has not entered into any other contract to sell, lease, or mortgage the Seller's Assets to be conveyed hereunder.
- (f) To the Seller's knowledge, no suits, or actions or proceedings exist or are threatened against the Seller which, if determined adversely, would affect the business, properties or financial condition of the Seller's business or the Seller's Assets being purchased hereunder.
- (g) Seller is the true and lawful owner of and has good and marketable title to the assets being purchased hereunder and has the right to sell the same, and as of the closing date, the Seller's Assets will be free and clear of all encumbrances, liens and claims of any kind, and Seller shall defend and does warrant the same to Buyer, his successors and assigns, against the lawful claims and demands of any and all such persons whatsoever, provided Buyer gives Seller notice in writing immediately after any claim or action has been made or commenced, and Buyer covenants to fully cooperate with Seller in the defense of such claims or actions, including delivery of any and all documents.
- (h) The execution delivery and performance of this Agreement and the consummation of the transactions represented by it shall not result in any breach or violation of any of the terms and provisions of or constitute a default under any contract, indenture, mortgage, option, lease or other agreement or instrument to which the Seller is a party.
 - (i) This Agreement shall be, when duly executed and delivered, a

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legal and binding obligation of Seller, enforceable in accordance with its terms.

- 7. <u>SELLER'S COVENANTS.</u> The Seller covenants with the Buyer as follows:
- (a) Seller shall carry and continue in force through the closing, such fire and extended coverage insurance, and theft, liability and other insurance as is currently in effect.
- (b) The Seller will use its best efforts to preserve its equipment and records in good order, and shall use its best efforts to preserve for the Buyer the goodwill of suppliers and others who have business relationships with the Buyer.
- (c) The "Warranty Bill of Sale" to be delivered by the Seller at the closing will transfer all the assets to be sold hereunder, free of all encumbrances or liens, subject, however, to the matters set forth in this Agreement.
- (d) Seller will fully cooperate with Buyer and his counsel and accountants in connection with any steps required to be taken under this Agreement.
- 8. <u>BUYERS' REPRESENTATIONS AND WARRANTIES</u>. Buyer represent and warrant to Seller.
- (a) No legal action, whether civil, criminal or administrative is pending or threatened against Buyer that would adversely affect their ability to consummate this Agreement.
- (b) This Agreement shall be, when duly executed and delivered, a legal and binding obligation of Buyer, enforceable in accordance with its terms.
- 9. <u>CONDITIONS TO BUYERS' OBLIGATION TO CLOSE</u>. The obligation of Buyer to consummate this Agreement is subject to the satisfaction on or before the closing date of the following conditions, unless waived by Buyer:
- (a) There shall be no material inaccuracy in the representations and warranties of Seller set forth in Paragraph No. 7, and these representations and warranties shall be true and correct in all material respects as of the closing date as though made on and as of that date.
- (b) Seller shall have performed all obligations required to be performed by it under this Agreement prior to the closing date.
- (c) Seller shall have obtained a release of any and all security interests in the assets to be purchased pursuant to this Agreement and shall have delivered transfer documents satisfactory in form to counsel for Buyer assigning and conveying all the assets free and clear of any and all liens and encumbrances, except as expressly provided herein.
- (d) Seller shall provide the Buyer at closing with a Certificate of Good Standing issued by the Massachusetts Department of Revenue confirming that the Seller is current with all state taxes and Certificates issued by the Secretary of the Commonwealth of Massachusetts evidencing the Legal Existence of Seller and Seller's Good Standing.

- (c) No action or proceeding against Seller shall have been instituted or threatened that, if successful, could prohibit consummation or require substantial rescission of the transactions contemplated under this Agreement.
- 10. <u>CONDITIONS TO SELLER'S OBLIGATION TO CLOSE</u>. The obligation of Seller to consummate this Agreement is subject to the satisfaction on or before the closing date of the following conditions, unless waived by Seller:
- (a) The representations and warranties of Buyer contained in this Agreement shall be true at and as of the closing date, with the same effect as though made at and as of that date except for any changes permitted under the terms of this Agreement.
- (b) The Seller shall have received payment by certified or bank check of the amount of purchase price due at closing pursuant to Paragraph No. 2(c) of this Agreement.
- (c) To enable the Seller to transfer Seller's assets free and clear of all obligations, security interests, liens and encumbrances, as herein provided, the Seller may, at the time of delivery of a "Warranty Bill of Sale", use the purchase money, or any portion thereof, to effectuate such transfer.
- 11. <u>REPRESENTATIONS AND WARRANTIES TO SURVIVE CLOSING.</u>
 All representations, warranties and agreements hereunder shall survive the closing.
- 12. <u>FURTHER ASSISTANCE</u>. From time to time, whether at or after the closing and without further consideration each party will execute and deliver to the other such further instruments and documents and take such other action as may reasonably be requested in order to carry out and effectuate this Agreement and the transactions contemplated hereby.
- 13. <u>SUCCESSORS</u>. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, successors, and assigns.
- 14. <u>NOTICES</u>. Unless otherwise provided herein, all notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered in hand or mailed by certified or registered mail, postage prepaid.
- Agreement embodies the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 16. <u>DEPOSIT</u>. All deposits made hereunder shall be held in escrow by New England Restaurant Brokers Escrow Account AS they become a party to this agreement, subject to the terms of this Agreement and shall be duly accounted for at the time for

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- Brokers, (the commission of \$15,000.00 which shall be Seller's sole responsibility), Seller has not made any agreement or taken any action which would cause anyone to become entitled to a commission or finder's fee as a result of the sale contemplated by this Agreement. Seller agrees to indemnify and hold Buyer harmless from and against all other claims for brokerage or commission on account of this transaction.
- 17. EXTENSION OF TIME OF PERFORMANCE. If the Seller shall be unable to give title or to make delivery as above stipulated, any payments made under this Agreement shall be refunded and all other obligations of the parties hereto shall cease; provided, however, that Seller shall use reasonable efforts to remove any defects in title, or deliver possession as provided herein, as the case may be, in which event the Seller shall give written noticed thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.
- 18. <u>BUYERS' DEFAULT: DAMAGES</u>. If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as damages.
- 19. <u>EXHIBITS</u>. The exhibits annexed to this Agreement are incorporated herein and made a part hereof.
- 20. <u>WARRANTIES</u>. Seller shall transfer any warranties on any equipment to the Buyer at the closing to the extent so transferable.
- 21. <u>AUTHORITY</u>. Seller must obtain and deliver to Buyer corporate votes authorizing the sale of substantially all of the Seller's assets and a Certificate of Good Standing for the Seller from the Massachusetts Secretary of State.

IN WITNESS WHEREOF, the parties hereto have signed their names and affixed their seals the day and year first above written.

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SELLER: Gen8888, INC.

BUYER:-Sir Lakshmi Ganapathi LLC

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Jessey's

Exhibit A. KITCHEN = @ Deli Ref. 6 STOVE (WOK) 1 Long-Ref 1 STAND OVEN 1 Small Ref. 1 Brill 1 Cook Warmer 3 FRIEL 4 Tables PROPERATION 2 WORKING TABLE 1 Walk-IN REF 2 FREEZER 1 MIXER DISH-WASHIN

1 DISH WaSH MACHINE, I RICE COOKER. 1 SINGLE BAY SINK, I 3 BAY SINK.

STORAGE

1 ICE MACHINE MAKER I SHEC for STORAG 1 WALK-IN TREEZER. I ICE CRASH MacHINE. 2 REF (NOT IN USE)

1 PFRZEZZR

New Equipment's

- 1. American Range AR-6 Heavy Duty 36" Gas Range 6 Burners
- 2. .American Range ARSP-18 Heavy Duty Stock Pot Stove, 3 nos
- 3. American Range AETG-48 48 inch Thermostatic Commercial Gas Flat Griddle
- 4. .ETL Certified Shaan Tandoori Clay Oven- .
- 5. Pallets
- 6. Equipment Stand for Flat Griddle
- 7. Casters set
- 8. Bakery collers
- 9. Replaced the hand sink in the kitchen.

Total Cost: \$12,500

EXHIBIT G

AMENDMENT AND ASSIGNMENT OF LEASE

Agreement made this 1st day of November, 2017, by and between Hill Property Management, LLC, (hereinafter collectively referred to as "Landlord") and G.E.N. 8888, Inc, a corporation in Massachusetts, (hereinafter collectively referred to as "Assignor"), and Sri Lakshmi Ganapthi LLC, a corporation in Massachusetts, (hereinafter referred to as "Assignee" or "Tenant").

WHEREAS, Landlord is the owner of certain commercial property located at 195 West Central Street. Natick, Massachusetts.

WHEREAS, by that certain lease dated November 1, 1980, in and between Landlord and FRANCISO, INC., with a lease term of four (4) years commencing on November 15, 1980, and ending on November 14, 1984, as per EXHIBIT "B" with two (2) options to extend the lease term for an additional period of five (5) years each to until November 14, 1994, further amended by an EXHIBIT "C" with two (2) options to extend the lease term for two (2) additional periods of five (5) years each to until November 14, 2004, further amended by an EXHIBIT "D", with two (2) options to extend the lease term for two (2) additional periods of five (5) years until November 14, 2014, further amended by EXHIBIT "E", with two (2) options to extend the term for two (2) additional periods of (5) years until November 14, 2019, further amended by an by EXHIBIT F all tenant's interest and right under the lease has been assigned from G.E.N. 8888, Inc. to Assignor, Landlord has also granted to the Assignor one (2) more options to extend the lease term for an additional period of ten (10) years until November 14, 2029, (hereinafter referred to as the "Lease"), Landlord leased to Assignor the premises at 195 West Central Street, Natick, Massachusetts, (hereinafter referred to as "Leased Premises").

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and sets over unto Assignee all of Assignor's right, title and interest in and to the Lease and the Leased Premises, to have and to hold unto Assignee, its successors or assigns for all the remaining term of the Lease and all the extensions thereof, and the parties hereto agree as follows:

- 1. Assignor represents and warrants that it has the right to assign the aforesaid Lease, and the Assignor further covenants with the Assignee that the Leased Premises now are free and clear of any judgment, executions, taxes, assessments and encumbrances whatsoever except as otherwise provided in the Lease.
- 2. Assignee, for the benefit of Assignor and Landlord, hereby assumes and agrees that from the effective date of this Assignment, Assignee will make all payments due under the Lease, and duly perform and observe all the terms, covenants and conditions of the Lease required to be performed and observed by the Assignor for the remainder of the

term of said Lease and all extensions thereof. All payments due under the Lease shall be made directly by Assignee to Landlord.

- 3. Landlord and Assignor hereby warrant and represent that (a) the Lease being assigned and incorporated by reference has not been amended, terminated, or modified in any respect except as herein noted; (b) the Lease is in full force and effect and that Assignor is current in the payment of its rent and additional rent and has paid all amounts due to the Landlord as the effective date of this Assignment.
- 4. This Assignment of lease shall be deemed effective only upon the closing for the purchase and sale of Assignor's restaurant business by Assignee has taken place. The anticipated closing date is on or before November 1, 2017.
- 5. Assignor agrees to assign the security deposit of \$1,000.00 held by the Landlord to the Assignee, and Landlord consents to the same.
- 6. Assignor and Landlord hereby represent to the Assignee that during the current lease term from 11/15/2014 to 11/14/2019, the rate of rent is \$3,340.00 per month. Rate of rent for the further option under the current lease from 11/15/2019 to 11/14/2024 shall be increased by the CPI index as follows:

Boston Consumer Price Index - Nov. 2019 (to be determined) x 1,000 =adjusted ren
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Boston Consumer Price Index — Nov. 1979 (76.6)

7. On the condition that Tenant is not in default of any of its covenants or obligations under this Lease, then the Tenant shall have the right at the end of the current and extended term on 11/14/2024 to extend the term of this Lease for an additional five (5) years to until November 14, 2029, provided Tenant shall give the Landlord a written notice of intent to so exercise at least one hundred twenty (120) days prior to the expiration date of the then extended term. Such option term shall be extended upon all the same terms and conditions of the original Lease, except for the rate of rent shall be adjusted and calculated as follows:

Option period from 11/15/2024 — 11/14/2029

Boston Consumer Price Index — Nov. 2024 (to be determined) x 1,000 =adjusted rent

Boston Consumer Price Index Nov. 1979 (76.

- 8. Tenant shall have the right and privilege, at its own expense, from time to time, to renovate, make changes and additions to the demised premises, provided that the Tenant must obtain the written approval from the Landlord prior to starting the work, which shall not be unreasonably withheld. The Landlord, as a condition of his approval, may require submittal of plans, specifications, and copies of all permits required to be obtained.
- 9. Notwithstanding anything herein to the contrary, it is agreed that there shall be no rent owed for the period November 1, 2017 through December 1, 2017.
- 10. The landlord has agreed to replace landscape timbers at the front of the building, paint doors and trim of building and place vinyl siding on the rear of the building.

. IN WITNESS WHEREOF, the parties hereto have executed this instrument under seal as of the day and year first above written.

Landlord

Hill Property Management,

By: O. Bryant Hill, Jr.

Manager

Assignor: G.E.N. 8888, Inc.

Its president, duly authorized

Assignee: Sri Lakshmi

Ganapthi, LLC

By:



William Francis Galvin Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 001292339

Request certificate

New search

Summary for: SRI LAKSHMI GANAPTHI LLC

The exact name of the Domestic Limited Liability Company (LLC): SRI LAKSHMI

GANAPTHI LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001292339

Date of Organization in Massachusetts:

09-25-2017

Last date certain:

The location or address where the records are maintained (A PO box is not a valid

location or address):

Address: 77 HOUNDPACK CIRCLE

City or town, State, Zip code,

EAST WALPOLE, MA 02032 USA

Country:

The name and address of the Resident Agent:

Name: KARTHIK BIRUDAVOLU
Address: 77 HOUNDPACK CIRCLE

City or town, State, Zip code,

EAST WALPOLE, MA 02032 USA

Country:

The name and business address of each Manager:

111111111111111111111111111111111111111	individual name	Address
MANAGER		157 HUDSON STREET SOMERVILLE, MA 02144 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

11516	Individual name	Address
SOC SIGNATORY	GIRISH DAMIREDDY	3 DEW DROP WAY EAST WALPOLE, MA 02032 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

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	Title	Individual name	Address	-
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REAL PROPERTY	,		157 HUDSON STREET SOMERVILLE, MA 02144 USA			
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ALL FILINGS Annual Report Annual Report - I Articles of Entity Certificate of Am	Conversion					
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New search

OPERATING AGREEMENT

of

Sri Lakshmi Ganapthi LLC

This Operating Agreement (the "Agreement") made and entered into this 26th day of September, 2017 (the "Execution Date"),

AMONGST:

Karthik Birudavolu, 77 Hound Pack Circle, East Walpole, MA 02032, Girish Damireddy, 3 Dew Drop Way, East Walpole, MA 02032, and Satyapal Salla, 15 Bucks Xing, Cromwell, CT 06416

(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Massachusetts. The rights and obligations of the Members will be as stated in the Massachusetts Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be Sri Lakshmi Ganapthi LLC.

Purpose

3. This company is organized for the purpose of carrying out the business of Restaurant, with full-service bar, catering services and related activities.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 77 Hound Pack Circle, East Walpole, MA 02032 or such other place as the Members may from time to time designate and the principal place of the business will be located at 195 West Central Street, Natick, MA 01760

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Karthik Birudavol	This member will provide cash	\$500,00
Girish Damireddy	This member will provide cash	\$500.00
Satyapal Salla	This member will provide cash	\$500,00

Allocation of Profits/Losses

- 7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members in equal proportions.
- 8. Distributions will be made yearly.
- 9. Each Member will receive an equal share of any Distribution.
- 10. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

- 11. A Member's Interest in the Company will be considered personal property.
- 12. A Member's ownership interest in the Company will be represented by a certificate issued by the Company.

Withdrawal of Contribution

13. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

14. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

15. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the

remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.

16. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

17. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

18. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Compensation of Members for Services Rendered

19. Members will not be compensated by the Company for services rendered to or on behalf of the Company, except reimbursement for expenses directly related to the operation of the Company.

<u>Management</u>

- 20. Management of the Company is vested in the following manager (the "Manager") until such time as this Manager is removed by the Members or withdraws from the position:
 - o Justin Birudavol
- 21. The operations of the Company shall be managed by Justin Birudavol (hereinafter referred to as the "Manager", which term shall include any successor Manager hereinafter named or designated hereunder). Subject to and limited by the provisions of this Agreement, the Manager (i)

shall have the authority, discretion, obligation and responsibility to manage and control the affairs of the Company to the best of his ability, (ii) shall use his reasonable best efforts to carry out the business of the Company, and (iii) shall oversee the day-to-day affairs of the Company and shall make all decisions and take all actions with respect thereto. (iv) shall preserve its existence as an entity duly organized and in good standing under the laws of the State of Massachusetts, and qualification to do business in the State of Massachusetts, if applicable, or without the prior written consent of the Lender, amend, modify, terminate or fail to comply with the provisions of this Agreement;

- 22. The duties and responsibilities of the Managers, inter alia, will include the following:

 In carrying out the purposes of the Company, but subject to all other provisions of this Agreement, the Manager is authorized to:
 - (A) Enter into such contracts and take such actions as are required to improve, develop, finance, construct, operate, lease, manage, and sell, exchange or otherwise dispose of the Real Property and other Company Asset, and to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, so long as such activities and contracts may be lawfully carried on or performed by a limited liability company under the laws of the State of Massachusetts;
 - (B) Operate, maintain, finance, improve, construct, repair, alter, buy, own, sell, convey, assign, mortgage or lease the Real Property and any other real estate and any personal property necessary to the accomplishment of the purposes of the Company;
 - (C) Borrow money for and on behalf of the Company to cover the costs and expenses of the Company or for any other Company purposes, including without limitation, to improve the Real Property and any other Company Assets, to pay real estate taxes, costs of insurance, and principal and interest on any encumbrances on the Real Property and any other Company Assets, and as security therefor to mortgage or grant deeds of trust on all or any part of the Real Property and the other Company Assets, real, personal or mixed in connection with any such borrowings;
 - (D) Prepay in whole or in part, refinance, recast, increase, modify, or extend mortgages affecting the Real Property, and in connection therewith execute any extensions, renewals or modifications of any mortgage or deed of trust on the Real Property;
 - (E) Enter into, perform, deliver and carry out contracts, certificates and instruments of any

kind, including but not limited to giving receipts, releases and discharges with respect to the Company's business and any matters incident thereto as the Manager may deem advisable or appropriate for the accomplishment of the purposes of the Company;

- (F) Purchase, at the reasonable expense of the Company, liability and other insurance to protect the Company's properties and business and the Members;
- (G) Employ Persons in the operation and management of the business of the Company including, without limitation, attorneys, accountants, mortgage bankers, management and leasing agents, insurance brokers, real estate brokers, engineers, architects, contractors and consultants;
- (H) Make any and all reasonable expenditures which the Manager, in his discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of their obligations and responsibilities under this Agreement, including, without limitation, all operating costs, and other related expenses incurred in connection with the organization and operation of the Company and the Manager shall insure that operating costs and such related expenses are timely paid or provision for the payment thereof is timely undertaken;
- (I) Hold title to Company property in the names of trustees or nominees;
- (J) Make interim investments in appropriate banking or investment accounts; provided, however, that the members shall have a fiduciary responsibility for the safe-keeping and use of all funds and assets of the Company.
- (K) Bring, defend, pay, extend, renew, modify, adjust, submit to arbitration, prosecute or compromise any obligation, suit, liability, cause of action or claim with respect to the Company; and
- (L) Engage in any kind of lawful activity, and perform and carry out contracts of any kind, necessary or advisable in connection with the accomplishment of the purposes of the Company.
- (M) In addition to day-to-day management tasks and any other duties and responsibilities already identified in this Agreement, the Manager's duties will include keeping, or causing to be kept, full and accurate business records for the Company according to generally accepted accounting principles (GAAP), and overseeing the preparation of any reports considered reasonably necessary to keep the Members informed of the business performance of the Company

- 23. The limitations on the powers and authority of the Managers will include the following:

 Manager shall have no authority to perform
 - (i) any act in violation of any applicable law or regulation thereunder;
 - (ii) any act in contravention of this Agreement or failing to do any act required by this Agreement;
 - (iii) any act which would make it impossible to carry on the ordinary business of the Company;
 - (iv) any act without any consent or ratification which is required to be consented to or ratified by the Members pursuant to any provisions of this Agreement;
 - (v) merge into or consolidate with any Person, or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets, or change its legal or capital structure, without in each case, Lender's prior written consent and in compliance with the terms and conditions set forth herein;
 - (vi) make loans or advances to any third party, including any Affiliate.
- 24. A new Manager may be added to the Company with a unanimous vote of all the Members.
- 25. A Manager will be reimbursed for expenses directly related to the operation of the Company.
- 26. The Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, the Manager will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be decided by the Members as outlined elsewhere in this Agreement.
- 27. A Manager will not be liable to the Members for any action or failure to act resulting in loss or harm to the Company except in the case of gross negligence or willful misconduct.
- 28. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company's business.

Authority to Bind Company

29. Only the following individuals have authority to bind the Company in contract:

Any Member.

Duty of Loyalty

30. While a person is a Member or Manager of the Company, and for a period of at least two years after that person ceases to be a Member or Manager, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member or Manager.

Duty to Devote Time

31. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

- 32. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
- 33. Regular meetings of the Members will be held only as required.

Voting

34. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

- 35. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
- 36. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such

documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

- 37. No Member may voluntarily withdraw from the Company for a period of one year from the execution date of this Agreement. Any such unauthorized withdrawal prior to the expiration of this period will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings. After the expiration of this period, any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least six months prior to withdrawal.
- 38. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
- 39. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

- 40. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
- 41. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

- 42. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
- 43. In the event the remaining Members are unwilling or unable to purchase the interest of the Dissociated Member due to a voluntary or involuntary withdrawal from the Company then the Members will submit to mediation and, if necessary, binding arbitration for a final resolution. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
- 44. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
- 45. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
- 46. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

47. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

- 48. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
- 49. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

- 50. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
- 51. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
- 52. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

- 53. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
- 54. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
 - a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

- 55. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

- 56. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.
- 57. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

Books of Account

58. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

59. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

<u>Audit</u>

60. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Fiscal Year End

61. The fiscal year end of the Company is the 31st day of December.

Tax Treatment

62. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

Tax Matters Partner

- 63. The tax matters partner will be Karthik Birudavolu (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members may deem advisable.
- 64. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

Annual Report

- 65. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
 - a. A copy of the Company's federal income tax returns for that fiscal year.
 - b. Income statement.
 - c. Balance sheet.
 - d. Cash flow statement.

Goodwill

66. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

67. The Members submit to the jurisdiction of the courts of the State of Massachusetts for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Dispute Resolution

- 68. In the event of a dispute arising out of or in connection with this Agreement, the Members will attempt to resolve the dispute through friendly consultation.
- 69. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Massachusetts. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Massachusetts.

Force Majeure

70. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

- 71. No Member may do any act in contravention of this Agreement.
- 72. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
- 73. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

- 74. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
- 75. No Member may confess a judgment against the Company.
- 76. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

77. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

78. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

79. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

80. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

- 81. The following actions will require the unanimous consent of all Members:
 - a. Incurring Company liabilities over \$50,000.00.
 - b. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.
 - c. Releasing any Company claim except for payment in full.

Amendment of this Agreement

82. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

83. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

- 84. Time is of the essence in this Agreement.
- 85. This Agreement may be executed in counterparts.
- 86. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
- 87. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the

- provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 88. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
- 89. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
- 90. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
- 91. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

- 92. For the purpose of this Agreement, the following terms are defined as follows:
 - a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Distributions" means a payment of Company profits to the Members.
 - d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

- e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Massachusetts where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a Membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 26th Day of September, 2017.

Karthik Birudavolu (Member)

Girish Damireddy (Member)

Satyapal Salla (Member)



TOWN OF NATICK
13 Bast Central Street, Natick, MA 01760
Pursuent to Massachusetts State Building Code (780 CMR) Bighth Edition Express Building Permit Application

Commercial

Express
Commercial
Specialty Permit
Application

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No. and Street			Telephor	de		Email Address			
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SECTION 6: WORKERS' COMPENSATION INSURANCE AFFIDAVIT (M.G.L. c. 152. § 25C(6))						
Workers Compensation Insurance affidavit must be completed and submitted with this application. Failure to provide this affidavit will result in the denial of the Issuance of the building permit.						
Signed Affidavit Attached? Yes	No					
SECTION 7a: OW OWNER'S AGENT	NER AUTHORIZ OR CONTRACT	CATION TO BE C OR APPLIES FO	OMPLETED WHEN R BUILDING PERMIT	,		
I, as Owner of the subject property, hereby auth	orize	***************************************	<u> </u>	to act on my		
behalf, in all matters relative to work authorized	d by this building p	ermit application.				
Karthik Birudavolu	800		01/02/2018			
Print Owner's Name	Owner's Signatur	e	Date			
SECTION 7b; O	WNER¹ OR AUT	HORIZED AGEN	IT DECLARATION			
By entering my name below, I hereby attest under the pains and penalties of perjury that all of the information contained in this application is true and accurate to the best of my knowledge and understanding.						
op p according				•		
Print Owner's or Authorized Agent's Name	Signature		Date			
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1. An Owner who obtains a building permit to do his/her own work, or an owner who hires an unregistered contractor (not registered in the Home Improvement Contractor (HIC) Program), will <u>not</u> have access to the arbitration program or guaranty fund under M.G.L. c. 142A. Other important information on the HIC Program can be found at <u>www.mass.gov/oca</u> Information on the Construction Supervisor License can be found at <u>www.mass.gov/dps</u>						
Note: This application is for a Building permit. Plumbing and/or Wiring permits may also be required.						

Town of Natick
Building Department
13 Bast Central Street, Natick, MA 01760
Phone: 508-647-6450
Fax: 508-647-6444
www.natickma.gov/156/Building-Department

Building Department Hours: Monday: 8am-5pm Tuesday: 8am-5pm Wednesday: 8am-5pm Thursday: 8am-7pm Friday: 8am-12:30pm

TOWN OF NATICK - OFFICE OF THE INSPECTOR OF BUILDINGS 13 East Central Street Natick, MA 01760 Ph: (508) 647-6450 Fax: (508)

Fax: (508) 647-6444

ESTIMATED COST OF CONSTRUCTION DOCUMENT

In accordance with the provisions of the Massachusetts State the total estimated cost of the construction including all relate: 195 West Central St. Natick	e Building Code, Eight Edition, Section 105.3, ted construction costs* of the building located MA
Estimated Cost Amounts to \$ 10,000	Date: Pel 28,2018
Final Cost Amounts to \$ 32,600	Date: Fels 28, 2018
I, Karthik Birudavolu , being the below, do solemnly swear that the statements herein are strice.	e person referred to as the owner identified only true and correct and made in good faith.
*Related construction costs include all work d contemplated by the building permit including; Der Protection, Painting, Carpeting, Landscaping and Sit	molition, H.V.A.C, Plumbing, Electrical, Fire
Furnishings and portable equipment are not part separate fixturing permit must be obtained prior to co	of the total construction costs; however, a ommencement work/
Signature of Owner:	
<u>DEBRIS AFFIDA</u>	<u>vit</u>
JOB SITE LOCATION: 195 W Contral 5	t., Natick, MA 01760
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Name and Location of Facility: H. A. Sancomb	Hatick MA
Signature of Owner:	\mathcal{D}
Date; 01/02/2018	•



The Commonwealth of Massachusetts Department of Industrial Accidents 1 Congress Street, Suite 100 Boston, MA 02114-2017

www.mass.gov/dia
Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information	Please Rrint Legibly
Name (Business/Organization/Individual): See other of	ocuments attached
<u></u>	made a part hereof
City/State/Zip: Phone	#:
Are you an employer? Check the appropriate box: 1. I am a employer with	isheet. 10 Building addition 11. Electrical repairs or additions 12. Plumbing repairs or additions 13. Roof repairs 14. Other
employees. If the sub-contractors have employees, they must provide their workers' comp I am an employer that is providing workers' compensation insurance f information.	or my employees. Below is the policy and job site
Insurance Company Name: The Hartford Insurance Company Name: O8WECABOO14	Expiration Date: 01/02/2019 / 2/26/18
Job Site Address: 195 W Central Street Attach a copy of the workers' compensation policy declaration page	City/State/Zip: Natick MA 01760 (showing the policy number and expiration date).
Failure to secure coverage as required under MGL c. 152, §25A is a orlinand/or one-year imprisonment, as well as civil penalties in the form of a day against the violator. A copy of this statement may be forwarded to the coverage verification.	STOP WORK ORDER and a fine of up to \$250.00 a no Office of Investigations of the DIA for insurance
I do hereby certify under the pains and penalties of perjury that the in	
Signature:	Date: 1/04/2018 ·
Phone #: 781-535-8877	1
Official use only. Do not write in this area, to be completed by city	or town official,
City or Town:Permit/1	icense #
Issuing Authority (circle one): 1. Board of Health 2. Building Department 3. City/Town Clerk 6. Other	,
Contract Partiers	Phone #:

TOWN OF NATICK **BUILDING DEPARTMENT**

PERMIT JOB CARD

No. B-2018-0033

Date: 1/9/2018

		CHITCOTS	50年1月1日 1月1日 1月1日 1月1日 1月1日 1月1日 1月1日 1月1日		nas permissio	n to Erect,	
THIS CERTIFIES THAT SCO	I I GRIFFIN AR	CULTECTO					
				of the Ruilding	Structure loc	ated at:	
Enlarge, Alter, Substantially	Repair, Move,	Demousn or Chan	ge Occupancy i				
203 WEST CENTRAL ST	AKA 195		MAP 4)-0000071A			
203 MEST CENTIVAL OF C				anueras Aresas in Ricos (BARSAS)	notheric grant and collections.	interferences (files en en	
	可能 化基本基金 医多种动物						

All work performed under this permit shall, in every respect, conform to the terms of the application on file in this office and to the provisions of the State Building Code, Town of Natick Zoning By-Laws, and all other Statute, By-Lay or Regulation relating to the Construction, Alteration, Maintenance Use and Occupancy of Building in the Town of Natick. This permit shall be deemed abandoned and invalid unless work by it shall have been commenced within six (6) months after issuance. (105/3/2)

The granting of this permit does not authorize any work which would result in the violation of any Statute, By-Law or Regulation. This permit is not valid unless all fees under Section 109.1 of the State Building Code have been paid and you have been issued a Permit by the Building Inspector. Only the work stated under the description below is authorized under this permit. Any additional work will require another Permit.

WORK DESCRIPTION

UPGRADE INTERIOR FINISHES AND PAINTING

THIS CARD MUST BE DISPLAYED IN A CONSPICUOUS LOCATION ON THE PREMISES UNTIL THE FINAL **INSPECTIONS (105.7) AT THAT TIME** THIS CARD MUST BE RETURNED TO THE BUILDING DEPARTMENT.

Certificate of Occupancy Required: Yes

Paid \$150.00

See Procedures for Certificate of Occupancy

David G. Gusmini **Building Commissioner** TOWN OF NATICK

Inspection Type Inspector Signature PLUMBING-ROUGH **ELECTRICAL-ROUGH** FRAMING PLUMBING-FINAL GAS(ROUGH) OK GAS FINAL **BOH SITE INSPECTIO** FIRE SITE INSPECTI ASSESSOR SITE INS **FINAL DPW ENGINEERING** DPW WATER FINAL Next of Completion- OK

IMPORTANT TELEPHONE NUMBERS

Building Inspector	(508) 647-6450
Electrical Inspector	(508) 647-6449
Plumbing Inspector	(508) 647-6453
Fire Department Inspector	(508) 647-9556
Engineering Division	(508) 647-6551
Water Division	(508) 647-6550
	(508) 647-6460
Assessor's Office	(508) 647-6420
5 195	iolaintu (24 ilkailmantallailin ka kissi

All work shall conform to the stamped or endorsed application and plans for which this permit has been issued (105.4). This permit will become null and void if construction is not started within six months of the date the permit was issued (105.3.2). Approved plans must be retained on the job and this card must be displayed until final inspection (105.7). This permit conveys no rights to occupy and street, alley, sidewalk. A refuse-debris disposal form as required by the State Building Code under Article 1, Section 111.5 must be on file with this permit.

NOTICE

INSPECTIONS ARE REQUIRED FOR:

- A. EXCAVATION before the pouring of concrete. (24 hr. notification before time of delivery)
- B. FOUNDATION before backfilling.
- C. TOWN ENGINEERING inspect and signoff on utilities and water meter. Must be inspected before backfilling. (24 hr. notification before inspection).
- D. Submit certified foundation plan.
- E. FRAMING rough wiring and rough plumbing must be inspected before rough fram inspection. Must be inspected before insulation of walls.
- F. INSULATION
- G. FINISH wiring, plumbing and mechanical.
- H. HEALTH INSPECTOR Site Drainage.
- FINAL Inspection.

BEFORE CERTIFICATE OF OCCUPANCY CAN BE ISSUED:

- The Permit Card IS RETURNED to the Building Department with ALL final inspections signed off.
- The house number must be visibily affixed to the building.
- Certified plot plan is submitted (if required).
- All requirements of the Town of Natick Zoning By-Laws must be met.



Final Construction Control Document

To be submitted at completion of construction by a

Registered Design Professional

for work per the 9th edition of the Massachusetts State Building Code, 780 CMR, Section 107

Project Title: Biryaniz n Breadz

Date: February 20, 2018

Permit No.

Property Address: 203 W. Central St., aka: 195 W. Central St., Natick MA

Project: Check (x) one or both as applicable:

New construction

X Existing Construction

Project description: Restaurant Décor updates and equipment updates for new operator.

I, Thomas P. Scott MA Registration Number: 6015 Expiration date: 8-31-18, am a registered design professional, and I have prepared or directly supervised the preparation of all design plans, computations and specifications concerning:

X Architectural Fire Protection Structural Electrical Mechanical Other: Describe

for the above named project. I, or my designee, have performed the necessary professional services and was present at the construction site on a regular and periodic basis. To the best of my knowledge, information, and belief the work proceeded in accordance with the requirements of 780 CMR and the design documents approved as part of the building permit and that I or my designee:

- 1. Have reviewed, for conformance to this code and the design concept, shop drawings, samples and other submittals by the contractor in accordance with the requirements of the construction documents.
- 2. Have performed the duties for registered design professionals in 780 CMR Chapter 17, as applicable.
- 3. Have been present at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine if the work was performed in a manner consistent with the construction documents and this code.

Nothing in this document relieves the contractor of its responsibility regarding the provisions of 780 CMR 107.

Enter in the space to the right a "wet" or electronic signature and seal:



Phone number: 781-693-7400

Email: tscott@sga-architects.com

Building Official Use Only

Building Official Name:

Permit No.:

Date:



The Commonwealth of Massachusetts Department of Industrial Accidents Office of Investigations 1 Congress Street, Suite 100 Boston, MA 02114-2017

www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information	Please Print Legibly
Business/Organization Name: Sri Lakshmi Ganapthi LLC dba Biryaniz N Breadz	
Address: 195 W Central street	
City/State/Zip: Natick, MA 01706 P	hone #:
Are you an employer? Check the appropriate box: 1. I am a employer with 6 employees (full and/or part-time).* 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required] 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]** 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.] *Any applicant that checks box #1 must also fill out the section below showing the *If the corporate officers have exempted themselves, but the corporation has other organization should check box #1. I am an employer that is providing workers' compensation insurance Company Name: Insurance Center of New England, Inc.	ance for my employees. Below is the policy information.
Insurer's Address: 1070 Suffield Street	
City/State/Zip: Agawam, MA 01001	
Policy # or Self-ins. Lic. # 08WECAB0O14 Expiration Date: 01/01/2019 Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).	
Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.	
I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.	
Signature:	Date: 02/20/2018
Phone #: 781-535-8877	
Official use only. Do not write in this area, to be completed by city or town official.	
City or Town: Natick Pe	rmit/License #
Issuing Authority (circle one): 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office 6. Other	
Contact Person:	Phone #:

CGIAMMALVO

DATE (MM/DD/YYYY) 02/20/2018

CERTIFICATE OF LIABILITY INSURANCE

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 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 have ADDITIONAL INSURED provisions or 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). PHONE (A/C, No, Ext): (800) 243-8134 FAX (A/C, No): (413) 731-9539 Insurance Center of New England, Inc 1070 Suffield Street Agawam, MA 01001 INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company INSURER B: INSURED INSURER C: BiryaniZ N BreadZ, Sri Lakshmi Ganapthi LLC 195 West Central Street INSURER D: Natick, MA 01760 INSURER E: INSURER F: REVISION NUMBER: **CERTIFICATE 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 CERTIFICATE 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. COVERAGES POLICY EFF POLICY EXP LIMITS ADDL SUBR **POLICY NUMBER** TYPE OF INSURANCE EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE \$ MED EXP (Any one person) ŝ PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY OTHER: COMBINED SINGLE LIMIT (Ea accident) s AUTOMOBILE LIABILITY \$ BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS BODILY INJURY (Per accident) \$ OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY HIRED AUTOS ONLY EACH OCCURRENCE OCCUR UMBRELLA LIAB AGGREGATE \$ CLAIMS-MADE **EXCESS LIAB** RETENTION \$ DED X PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 100,000 01/01/2018 01/01/2019 08WECAB0OI4 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 100.000 N E.L. DISEASE - EA EMPLOYEE 500,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Town of Natick 13 E. Central Street Natick, MA 01760 AUTHORIZED REPRESENTATIVE Course Glanine Cor © 1988-2015 ACORD CORPORATION. All rights reserved



2/26/2018

BiryaniZ N BreadZ, Sri Lakshmi Ganapthi LLC 195 West Central Street Natick , MA 01760

Re: Workers Compensation Policy #08WECAB0014

Dear Satya,

This letter is to confirm that we write the above referenced workers compensation policy for you, for you restaurant at 195 W Central Street, Natick, MA.

If you have any questions or need additional information, please do not hesitate to contact our office. Thank you,

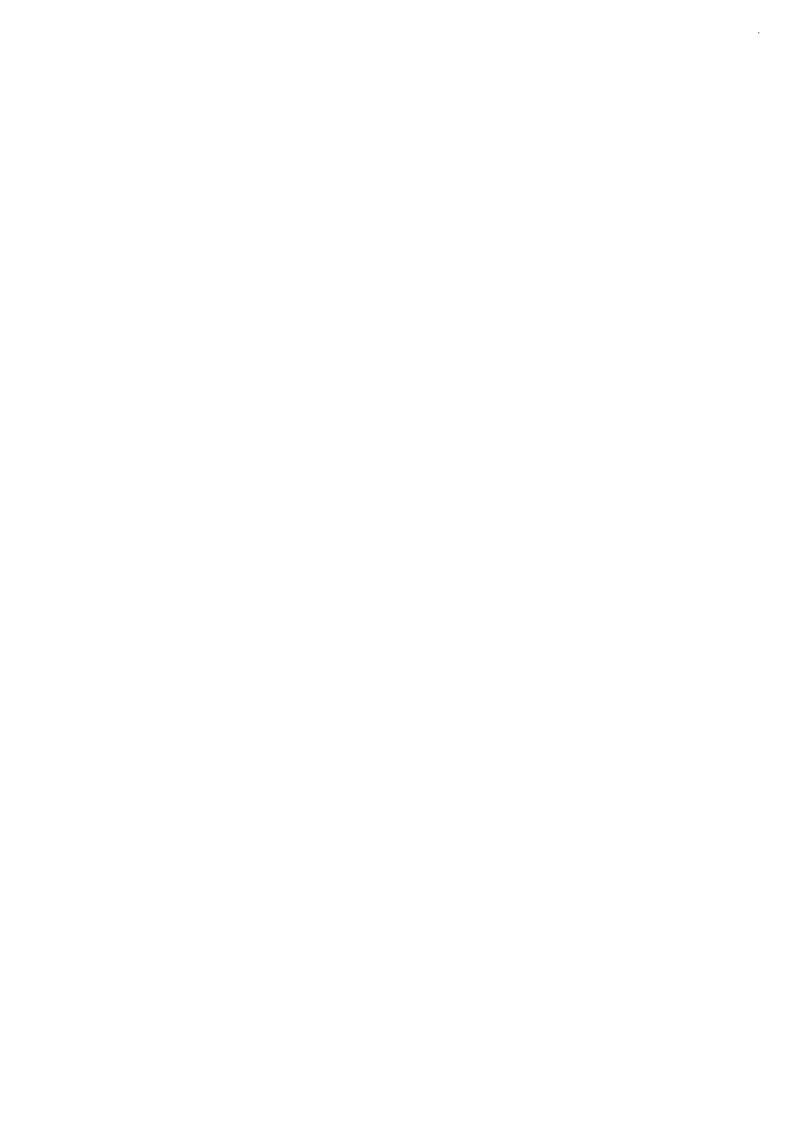
Sincerely,

Connie M. Giammalvo CISR, AIAM Business Insurance Associate

Consie Grammalio

978-754-4429

cgiammalvo@icne.com



MIDDLESEX,SS:

TOWN OF NATICK BOARD OF SELECTMEN

IN RE

VICTUALER'S

LICENSE

APPLICATION

BY SRI LAKSHMI

GANAPATHI,

LLC

AFFIDAUIT RE
RECYCLING PLAN IN
SUPPORT OF COMMON
UICTUALER'S LICENSE
APPLICATION

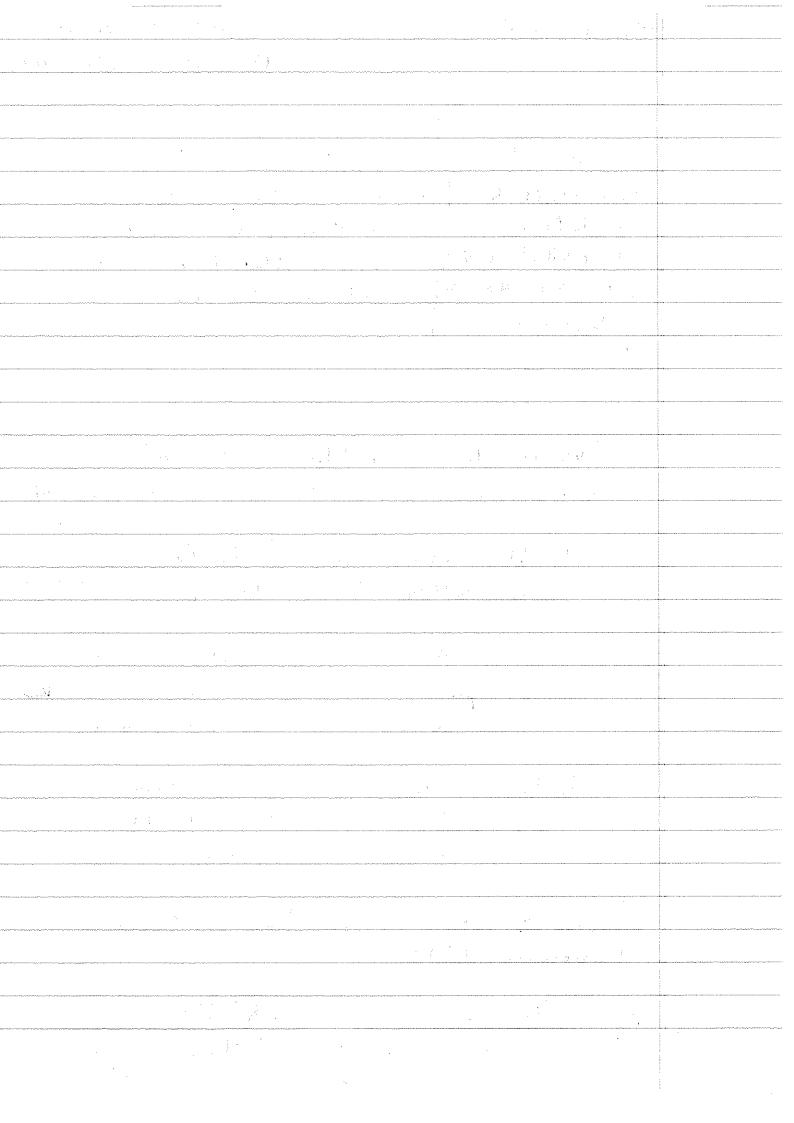
We, Girish Damireddy and Karthik Birndavolu, under oath, sax the following:

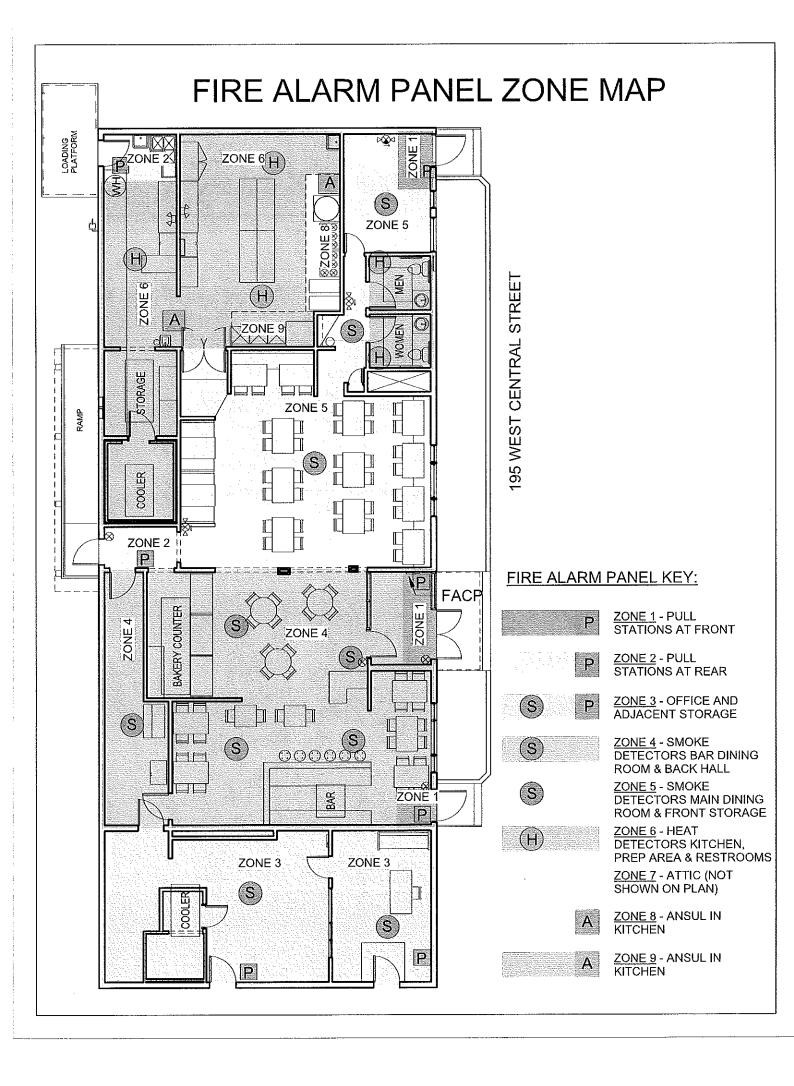
- 1. We have reviewed the Natick Recycling Plan, as principals of the LLC above
- 2. We have hired a private rubbish company, H.A. Sancomb, to service.
 The waste from our restaurant
- 3. We understand the importance of full compliance with The recycling and waste guide

Sworn to, under oath this 20th day of February, 2018

Girish Damireddy, Principal, LLC (above)

Karthik Birudavolu Principal LLC Cabove

















COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

Conservation

No. 8

BUILDING DEPARTMENT

13 EAST CENTRAL ST. NATICK, MA 01760

Date: February 26, 2018

CERTIFICATE OF COMPLETION

Biryaniz n Breadz

This is to certify that permission is granted under Sec. 120 of the State Building Code and granted under Sec. VID of the Natick Zoning Bylaws for the COMPLETION of *upgrade interior finishes and painting*, located at 203 (aka 195) West Central Street, Natick, MA.

David Gusmini

Building Commissioner

No: 233-18

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NATICK

BOARD OF HEALTH

PERMIT TO OPERATE A FOOD ESTABLISHMENT

February 23, 2018

Annual Fee: \$600.00

In accordance with Regulations promulgated under authority of Chapter 111, Sections 5 and 31 of the General Laws a Permit is hereby granted to:

BIRYANIZ & BREADS

Whose place of business is:

195 West Central St.

Type of business:

Food Service Establishment

To operate a food service establishment in:

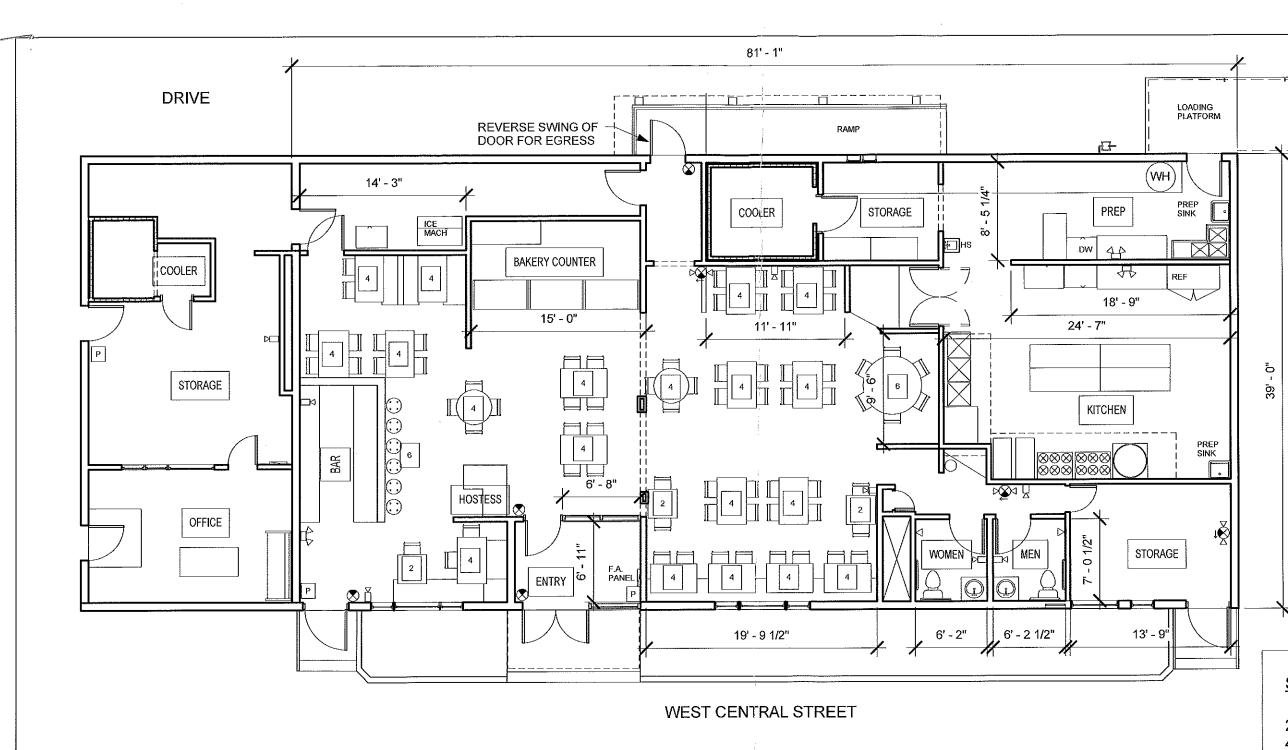
195 West Central St.

Permit Expires:

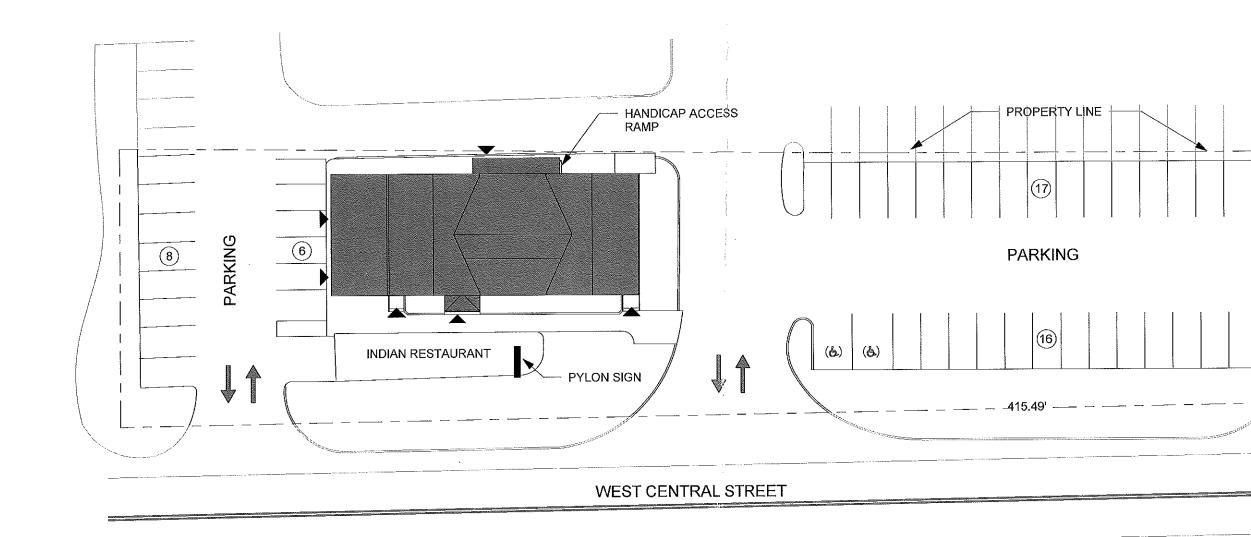
December 31, 2018

DIRECTOR OF PUBLIC HEALTH

POST THIS LICENSE IN A CONSPICUOUS PLACE THIS LICENSE SHALL NOT BE SOLD, ASSIGNED OR TRANSFERRED



RESTAURANT LAYOUT - GROUND FLOOR
1/8" = 1'-0"



1" = 30'-0"



Donna Donovan ddonovan@natickma.org

Re: Biryaniz & Breads

1 message

Brian Lauzon lauzon@natickpolice.com To: Donna Donovan <ddonovan@natickma.org> Fri, Mar 2, 2018 at 2:38 PM

Donna,

I have reviewed this request. The only issue I have with what has been presented to me is that the plans call for a "BAR", which is in its previously existing condition, but no application I am aware of has been made to license alcoholic beverage service for this restaurant.

Respectfully,

Lt. Brian G. Lauzon

On Thu, Mar 1, 2018 at 1:15 PM, Donna Donovan ddonovan@natickma.org wrote: Hi Brian,

Attached please find a CV application for Biryaniz & Breads (formerly Asia Bistro)

Thank you.

Donna Donovan Senior Executive Assistant Town of Natick 508-647-6410

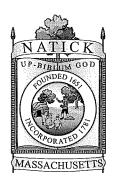
ITEM TITLE: Procurement Officer: Contracts

ITEM SUMMARY: a. Second Amendment to Natick 20/30 Master Plan

b. South Main Street Cleaning/Liningc. Fuel Depot Replacement

ATTACHMENTS:

Upload Date	Туре
3/12/2018	Cover Memo
3/14/2018	Cover Memo
	3/12/2018 3/14/2018 3/14/2018 3/14/2018 3/14/2018 3/14/2018 3/14/2018 3/14/2018 3/14/2018 3/14/2018



TOWN OF NATICK MASSACHUSETTS

TO:

Natick Board of Selectmen

William D. Chenard, Deputy Town Administrator – Operations James Errickson, Director, Natick Community Development

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: February 23, 2018

SUBJECT: AWARD – SECOND AMENDMENT – CONSULTING SERVICES

NATICK 2030 COMPREHENSIVE MASTER PLAN

The Town and Crosby, Schlessinger & Smallridge, LLC are parties to a contract entitled "Contract for the Procurement of Consulting, Planning, Engineering, Design and Related Services for the Completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick" (hereinafter the "Contract") that was made as of March 28, 2016.

The Parties subsequently amended the contract. This First Amendment to Contract for the Procurement of Consulting, Planning, Engineering, Design and Related Services for the Completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick (hereinafter "the First Amendment"), dated July 1, 2016, was intended to fully fund and allow performance of all tasks designated as Components One (1) through Six (6) of the Contractor's proposal: Component No. 1- Existing Conditions Analysis, Component No. 2 – Market Analysis, Component No. 3 – Community Outreach, Engagement & Education, Component No. 4 – Vision and Content Creation, Component No. 5 – Comprehensive Master Plan Creation, and Component No. 6 – Additional Material and to allow all direct expenses to be paid pursuant to the Contractor's Proposal.

The form of Contract attached to the Request for Proposals by which the procurement for the Contract was made allowed a (1)-year term, with two (2) one (1)-year options for renewal – thus, a three (3)-year term. However, when the Contract was signed (before my arrival here in Natick), the term was inexplicably changed to be limited to two (2) years. The two year term will expire on March 27, 2018.

The work of the Contractor has not yet been fully completed, due to unforeseen scheduling issues. Natick Community Development and Crosby, Schlessinger & Smallridge, LLC ("CSS") desire that all work of the Contract shall be performed completely. Moreover, CSS has expressed that it will be able to perform all work on or before March 27, 2019. The attached amendment will remove the two (2) year term in Article 3 ("Term") and will replace it with a three (3)-year term, thereby extending the term of the contract to March 27, 2019. No procurement violation is

implicated, as the RFP was issued up to a three (3)-year ultimate term – which would be present through the amendment presented heretofore.
Please let me know if you have any questions. Thank you.

Town of Natick, Massachusetts

SECOND AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF CONSULTING, PLANNING, ENGINEERING, DESIGN AND RELATED SERVICES FOR THE COMPLETION OF THE NATICK 2030 COMPREHENSIVE MASTER PLAN FOR THE TOWN OF NATICK

This Second Amendment to Contract for the Procurement of Consulting, Planning, Engineering, Design and Related Services for the Completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick (hereinafter "the Second Amendment") is made as of this nineteenth day of March, 2018, 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 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").

WHEREAS, the Town and the Contractor (collectively the "Parties") are parties to a contract entitled "Contract for the Procurement of Consulting, Planning, Engineering, Design and Related Services for the Completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick" (hereinafter the "Contract") that was made as of March 28, 2016;

WHEREAS, the Parties entered into the First Amendment to Contract for the Procurement of Consulting, Planning, Engineering, Design and Related Services for the Completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick (hereinafter "the First Amendment"), dated July 1, 2016, to fully fund and allow performance of all tasks designated as Components One (1) through Six (6) of the Contractor's proposal: Component No. 1- Existing Conditions Analysis, Component No. 2 – Market Analysis, Component No. 3 – Community Outreach, Engagement & Education, Component No. 4 – Vision and Content Creation, Component No. 5 – Comprehensive Master Plan Creation, and Component No. 6 – Additional Material and to allow all direct expenses to be paid pursuant to the Contractor's Proposal;

WHEREAS, the term of the Contract, in Article 3, was for two (2) years;

WHEREAS, the Request for Proposals pursuant to which the Contract was made included a one (1)-year term, with two (2) one (1)-year options for renewal;

WHEREAS, the work of the Contractor has not yet been fully completed;

WHEREAS, the Parties mutually desire that all work of the Contract shall be performed completely; and

WHEREAS, the Contractor has expressed that it will be able to perform all work on or before March 27, 2019.

NOW, THEREFORE, the parties hereby further amend the terms of the Contract, as amended by the First Amendment, as follows:

- 1. In Article 3, "Term," strike the existing language and replace with the following:
 - "The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall end three (3) years later."
- 2. Except as provided herein, all other provisions of the Contract shall remain in full force and effect.
- 3. This Second Amendment to Contract for the Procurement of Consulting, Planning, Engineering, Design and Related Services for the Completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick is executed as a sealed instrument.

[The remainder of this page is left intentionally blank.]

The Town of Natick, Massachusetts by: the Natick Board of Selectmen	Crosby, Schlessinger & Smallridge, L. by:	
Jonathan H. Freedman, Chairman	Signature	
Susan G. Salamoff, Vice Chairman	Printed Name	
Richard P. Jennett, Jr., Clerk	Printed Title	
Michael J. Hickey, Jr.		
Amy K. Mistrot		
Dated:	Dated:	
APPROVED AS TO AVAILABILITY OF A	APPROPRIATION:	
In accordance with the requirements certify that an appropriation in the amount of the Natick Board of Selectmen is authorized Contract for the Procurement of Consulting, Services for the Completion of the Natick 20 Town of Natick and to approve all requisitions.	to execute this Second Amendment to Planning, Engineering, Design and Related 30 Comprehensive Master Plan for the	
	Dated:	
Arti P. Mehta		
Comptroller, Town of Natick		

APPROVED AS TO FORM ONLY,	AND NOT AS TO SUBSTANCE:
	Dated:
John P. Flynn, Esq.	

CERTIFICATE OF VOTE

I,		, hereby certify
(Clerk	/Secretary)	
that I am the dul	y qualified and acting	of (Title)
(Corpora	tion Name)	
held on the following vo	tify that at a meeting of the Directors 20, at which meeting all D te was unanimously passed:	of said Corporation duly called and Directors were present and voting,
	thorize and empower either :	
(Name)	(Title)	
	(Title); or	
(Name)	(Title),	
any o Corporation.	ne acting singly, to execute all contra	cts and bonds on behalf of the
	that the above vote is still in effect on not been changed or modified in any	
	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.)



This First Amendment to Contract for the Procurement of Consulting, Planning, Engineering, Design and Related Services for the Completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick is made as of this first day of July, 2016, 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 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").

WHEREAS, the Town and the Contractor (collectively the "Parties") are parties to a contract entitled "Contract for the Procurement of Consulting, Planning, Engineering, Design and Related Services for the Completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick" (hereinafter the "Contract") that is made as of March 28, 2016;

WHEREAS, the Contract originally limited the Town's financial liability under the Contract to the sum of two hundred thousand dollars and no cents (\$200,000.00) and originally limited the tasks that could be performed in Components One (1) through Six (6) of the Contractor's Proposal, as needed and determined by the Town, as well as the amount that could be paid for direct expenses, as outlined in the Contractor's Proposal; and

WHEREAS, since the Contract was fully executed by the Parties, Natick Town Meeting has approved sufficient funding to allow the performance of all tasks designated as Components One (1) through Six (6) of the Contractor's proposal: Component No. 1-Existing Conditions Analysis, Component No. 2 – Market Analysis, Component No. 3 – Community Outreach, Engagement & Education, Component No. 4 – Vision and Content Creation, Component No. 5 – Comprehensive Master Plan Creation, and Component No. 6 – Additional Material and to allow all direct expenses to be paid pursuant to the Contractor's Proposal.

NOW, THEREFORE, the parties hereby amend the terms of the Contract as follows:

1. In Article 1, "Scope," strike the existing language and replace with the following:

"In consideration of the obligations herein contained, the Contractor shall provide consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick, for all tasks designated in Components One (1) through Six (6) of the Contractor's Proposal."

2. In Article 5, "Payment," strike the existing language and replace with the following:

"In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the fixed sum of three hundred seventy-four thousand two hundred eighty-eight dollars and seventy cents (\$374,288.70), for all tasks designated in Components One (1) through Six (6) of the Contractor's Proposal and for direct expenses associated with the work.

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 work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

The Contractor shall not bill more often than monthly. 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.

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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."

- 3. Except as provided herein, all other provisions of the Contract shall remain in full force and effect.
- 4. This First Amendment to Contract for the Procurement of Consulting, Planning, Engineering, Design and Related Services for the Completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick is executed as a sealed instrument.

[The remainder of this page is left intentionally blank.]

Town of Natick, Massachusetts

FIRST AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF CONSULTING, PLANNING, ENGINEERING, DESIGN AND RELATED SERVICES FOR THE COMPLETION OF THE NATICK 2030 COMPREHENSIVE MASTER PLAN FOR THE TOWN OF NATICK

The Town of Natick, Massachusetts by: the Natick Board of Selectmen Richard P. Jehnett, Iv., Chairman Nicholas S. Mabardy, Vite Chairman	Crosby, Schlessinger & Smallridge, LLC by: Signature Carlo Schlessinger & Smallridge, LLC Printed Name
Jonathan H. Freedman, Clerk	Printed Title
John J. Counolly Susan G. Salamoff	
Dated:	Dated: <u>8 July</u> 2016
APPROVED AS TO AVAILABILITY OF APPR	OPRIATION:
In accordance with the requirements of Macertify that an appropriation in the amount of this the Natick Board of Selectmen is authorized to exfor the Procurement of Consulting, Planning, Eng for the Completion of the Natick 2030 Comprehen Natick and to approve all requisitions and executed	Contract is available therefor, and that recute this First Amendment to Contract incering, Design and Related Services asive Master Plan for the Town of
Virginia Cahill Comptroller, Town of Natick	Dated:

Dated: <u>TULY 13</u> 2014

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

John P./Flynn, Esq.

Town of Natick, Massachusetts FIRST AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF CONSULTING, PLANNING, ENGINEERING, DESIGN AND RELATED SERVICES FOR THE COMPLETION OF THE NATICK 2030

COMPREHENSIVE MASTER PLAN FOR THE TOWN OF NATICK

CERTIFICATE OF VOTE

1, Carle S	Shlassing (, herel	by certify
(Clerk	(/Secretary)		
Crosby	y qualified and acting <u>Cle</u> Schlessinger Smelling tion Name)	rk/Principel	of (Title)
held on <u>BAX</u>	tify that at a meeting of the ust 2003, at which meete was unanimously passed	eting all Directors were	
11 1 2 1 1	thorize and empower either (Title) (Title) (Title) (Title) (Title) (Title),		
any o Corporation.	ne acting singly, to execute	all contracts and bonds	s on behalf of the
	that the above vote is still into the changed or modification. Signature Printed Name Printed Title		h day of July

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

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This Contract is made as of this twenty-eighth day of March, 2016, 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 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 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 consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick, as tasks within the components as designated in the Contractor's Proposal, which is incorporated herein by reference, as Component No. 1- Existing Conditions Analysis, Component No. 2 – Market Analysis, Component No. 3 – Community Outreach, Engagement & Education, Component No. 4 – Vision and Content Creation, Component No. 5 – Comprehensive Master Plan Creation, and Component No. 6 – Additional Material. It is anticipated that tasks within each of these Components will be undertaken as needed and as determined by the Town, and not sequentially. Each task completed shall be as directed by the Town and shall be billed at the hourly rates specified in Section 5, Payment, below.

The Town recognizes that entire completion of all of these Components would require a separate amendment to this Contract, and would require sufficient sums to fund such services be appropriated by the Town of Natick. The parties acknowledge that such sums have currently not been appropriated.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendering 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 date set forth in the first line of the first paragraph above and shall end two (2) years later.

4. Incorporation of the RFP/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 Town shall pay the Contractor the fixed sum of two hundred thousand dollars and zero cents (\$200,000.00), including \$8,165.08 in direct expenses. No more than \$191,834.92 may be expended on any combination of the tasks that are contained within Components 1 through 6 of the Contractor's Proposal. Tasks completed, as directed by the Town, shall be billed at the hourly rates set forth in Contractor's Proposal.

The Contractor also agrees that payment (not including direct expenses) shall not be made for tasks completed under any one (1) component which exceeds the prices set forth in Component No. 1- Existing Conditions Analysis, Component No. 2 — Market Analysis, Component No. 3 — Community Outreach, Engagement & Education, Component No. 4 — Vision and Content Creation, Component No. 5 — Comprehensive Master Plan Creation, and Component No. 6 — Additional Material of the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference. Such Component prices are as follows:

Component No. 1- Existing Conditions Analysis	\$89,723.32
Component No. 2 – Market Analysis	\$25,825.00
Component No. 3 – Community Outreach, Engagement & Education	\$76,286.60
Component No. 4 – Vision and Content Creation	\$94,774.86
Component No. 5 – Comprehensive Master Plan Creation	\$36,920.92
Component No. 6 – Additional Material	\$30,353.00.
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\$354,053.70.

The Tasks within each Component shall be at the direction of the Town.

The total contract sum, therefore, for tasks completed in Components 1-6 and direct expenses, is two hundred thousand dollars and zero cents (\$200,000.00). The parties agree that, notwithstanding any other provision of this Contract, the total sum of the Contract shall be \$200,000.00.

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 work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

The Contractor shall not bill more often than monthly. 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.

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

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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. 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.
- e. 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.
- 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. 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."
- h. 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.
- i. 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.
- j. No insurance shall be obtained from an insurer which:

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- (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.
- k. 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

To the fullest extent permitted by law, the Contractor shall indemnify, pay for all legal costs and expenses, including reasonable attorneys' fees, to 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 legally 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.

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 rendering 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 preemployment 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 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

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Except as otherwise provided in this Contract, each notice 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 a copy to:

John P. Flynn, Esq.

Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410

Quincy, MA 02169

If to the Contractor:

Carole Schlessinger, Principal

Crosby, Schlessinger & Smallridge, LLC

67 Batterymarch Street

Suite 200

Boston, MA 02110.

21. License

Reports, drawings, and other documents produced by the Contractor are instruments of service, and the originals thereof and the copyright therein shall be transferred to the Town for use on the Project. No other use of the instruments of service may be made without the express written consent of the Contractor. If they are used outside the project, the Contractor shall not be liable for the results of their use.

22. 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.
- 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.

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- 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.
- The Contractor shall not discriminate against or exclude any person from 1. 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 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.
- 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.

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- 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.

FOR THE TOWN OF	NATICK
The Town of Natick, Massachusetts	Crosby, Schlessinger & Smallridge, LLC
by: the Natick Board of Selectmen Charles M. Frughes, Chairman Richard IV Jennett, Jr., Vice Chairman Micholas S. Mabardy, Clerk Joshua Ostrofi John J. Connolly	by: Signature Printed Name Printed Title
Dated: 3/28/16 APPROVED AS TO AVAILABILITY OF APPRO	Dated: 3,24.201, PRIATION:
In accordance with the requirements of M.G. certify that an appropriation in the amount of this Cothe Natick Board of Selectmen is authorized to execute change orders.	Intract is available therefor, and that
Virginia Cahill Jeffrey Clowne Comptroller, Town of Natick Finance Dreed	Dated: <u>3-24-16</u>
APPROVED AS TO FORM ONLY, AND NOT AS	TO SUBSTANCE:
John P. Flynn, Esq. Page 14 of 15	Dated: 3 28/14

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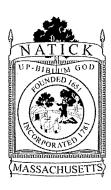
CERTIFICATE OF VOTE

I,(Clerk	/Secretary)	, hereb	by certify
that I am the duly	• /		of (Title)
held on		the Directors of said Corp meeting all Directors were sed:	
VOTED: To auti	horize and empower eitl (Title)	her _;	
(Name)	(Title)	_; or 	
any on Corporation.		ute all contracts and bonds	
	not been changed or mod Signature		
	Printed Name		
		all be executed by CONT for the Corporation" shall	

914078v1

REQUEST FOR PROPOSALS

NATICK 2030 COMPREHENSIVE MASTER PLAN TOWN OF NATICK



DUE: 1:00 PM WEDNESDAY, FEBRUARY 17, 2016

SUBMIT TO:
PROCUREMENT OFFICE
NATICK DEPARTMENT OF PUBLIC WORKS BUILDING
SECOND FLOOR
75 WEST STREET
NATICK, MA 01760

REQUESTED BY:
NATICK PLANNING BOARD

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
13 EAST CENTRAL STREET, 2ND FLOOR
TOWN HALL
NATICK, MASSACHUSETTS
508-647-6445

Notice to Proposers

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen and the Natick Planning Board, invites the submission of sealed proposals for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick.

The Request for Proposals ("RFP") may be obtained from the Procurement Office, Natick Department of Public Works Building, Second Floor, 75 West Street, Natick, MA 01760, between 8:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on Wednesday, January 20, 2016. A Pre-Proposal Meeting is scheduled for February 1, 2016 at 10am, in the Edward H. Dlott Meeting Room, Natick Town Hall, Second Floor, Natick, MA. Attendance is encouraged but not mandatory.

Ten (10) copies of each sealed Proposal, contained in separately sealed envelopes marked, respectively, "RFP: Procurement of Consulting Engineering Services for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick – Price Proposal" and "RFP: Procurement of Consulting Engineering Services for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick – Non-Price Proposal" will be received until 1:00 P.M. (Eastern Standard Time), Wednesday, February 17, 2016 to the Procurement Office, Natick Department of Public Works Building, Second Floor, 75 West Street, Natick, MA 01760, at which time and place all Proposals will be opened.

One (1) electronic copy in PDF format of the "RFP: Procurement of Consulting Engineering Services for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick – Non-Price Proposal" only shall also be submitted with the proposal.

All Proposals shall comply with all sections of the RFP issued by the Town of Natick. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals in the best interest of the Town. Any Proposal submitted shall be binding for sixty (60) days subsequent to the deadline date for receipt of sealed Proposals.

Town of Natick, Massachusetts

I. INTRODUCTION

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen and the Natick Planning Board, invites the submission of sealed proposals for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick. For a full description of such services, please refer to Section III (A) of the Request for Proposals ("RFP").

Copies of the RFP may be obtained from the Procurement Office, Natick Department of Public Works Building, Second Floor, 75 West Street, Natick, MA 01760, between 8:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on Wednesday, January 20, 2016.

A Pre-Proposal Meeting is scheduled for February 1, 2016 at 10am, in the Edward H. Dlott Meeting Room, Natick Town Hall, Second Floor, Natick, MA. Attendance is encouraged but not mandatory.

Questions regarding this RFP shall be submitted in writing and shall be delivered to:

Mr. Peter Roche
Procurement Officer
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760
e-mail: proche@natickma.org

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business on Monday, February 8, 2016.

Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Proposers.

Ten (10) copies of each sealed Proposal, contained in separately sealed envelopes marked, respectively, "RFP: Procurement of Consulting Engineering Services for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick – Price Proposal" and "RFP: Procurement of Consulting Engineering Services for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick – Non-Price Proposal" will be received until 1:00 P.M. (Eastern Standard Time), Wednesday, February 17, 2016, at this address:

Procurement Office Natick Department of Public Works Building Second Floor 75 West Street Natick, MA 01760

One (1) electronic copy in PDF format of the "RFP: Procurement of Consulting Engineering Services for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick – Non-Price Proposal" shall be submitted on CD or thumb drive.

Each Proposer's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in Procurement Office shall be considered official. No Proposals received after the date and time specified in the previous paragraph shall be accepted. No faxed Proposals shall be accepted. Conditional Proposals will not be accepted.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for sixty (60) days subsequent to the time of the opening of Proposals.

The Town <u>will not</u> reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with terms of this RFP and all provisions of the contract included with this RFP. Upon finding any omissions or discrepancy in this RFP, each Proposer shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFP. By submission of a Proposal, the Proposer further indicates acceptance of all terms and conditions of this RFP.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR THE PROCUREMENT OF CONSULTING, PLANNING, ENGINEERING, DESIGN AND RELATED SERVICES FOR THE COMPLETION OF THE NATICK 2030 COMPREHENSIVE MASTER PLAN FOR THE TOWN OF NATICK – PRICE PROPOSAL" or "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR THE PROCUREMENT OF CONSULTING, PLANNING, ENGINEERING, DESIGN AND RELATED SERVICES FOR THE COMPLETION OF THE NATICK 2030 COMPREHENSIVE MASTER PLAN FOR THE TOWN OF NATICK - NON-PRICE PROPOSAL." No corrections,

modifications, or withdrawal of Proposals shall be permitted after the deadline for receipt of Proposals.

For further information, please refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

II. PRE-PROPOSAL CONFERENCE/QUESTIONS

A Pre-Proposal Meeting is scheduled for February 1, 2016 at 10am, in the Edward H. Dlott Meeting Room, Natick Town Hall, Second Floor, Natick, MA. Attendance is encouraged but not mandatory.

Questions regarding this RFP shall be submitted in writing and shall be delivered to:

Mr. Peter Roche
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75 West Street
Natick, MA 01760
e-mail: proche@natickma.org

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business on Monday, February 8, 2016.

Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Proposers.

III. BACKGROUND

Scope of Services

The Town seeks sealed Proposals from qualified firms or individuals for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick (the "Project").

As the first comprehensive master plan for the community since the 1970s, the Town of Natick is looking for a highly-qualified, enthusiastic, and committed consultant or consultant team (the "Successful Proposer") to manage an inclusive, collaborative, and comprehensive town-wide comprehensive master planning process, culminating in the creation of the Natick 2030 Comprehensive Master Plan (CMP).

The Successful Proposer shall:

- Conduct an extensive, inclusive, and creative public engagement, communications and education campaign;
- Integrate and build consensus within the community, across multiple populations, groups, and stakeholders;

- Create a dynamic, comprehensive, town-wide master plan, providing a clear direction and implementation plan for the future of Natick over the next 10-15+ years;
- Provide overall project management, content production, and expertise in landuse, transportation, neighborhood design, economic development, market analysis and comprehensive planning.

The Successful Proposer may be a single firm or a lead firm with one or more subconsultants, creating a consultant team. This RFP provides an overview of the core expectations and anticipated consultant services which the Town seeks and is needed for the successful completion of a comprehensive master plan. However, this should not be considered an exhaustive or absolute outline. Respondents are encouraged to utilize their respective background and expertise in the field to prepare a response to this RFP, which may expand upon or provide alternatives to the components outlined herein.

Background

With a rich history of completing and implementing successful planning processes throughout the community, the Town of Natick through Natick 2030 seeks to utilize and build upon past community planning efforts (see Appendix B) to create and provide a vision for the Town of Natick over the next ten (10)+ years.

Most recently, the Town of Natick completed the Natick 360 Strategic Planning effort of 2006-2008 with regular follow up¹. This process established values and vision statements, and a series of broad goals, strategies, and action steps for the community as outlined below:

While the complete list is much more expansive and comprehensive, an executive summary list of the Natick 360 Top Goals & Strategies includes the following tasks:

- Proactively plan for new development appropriate for neighborhoods and the community;
- Ensure that housing is affordable and neighborhoods are diverse and accessible;
- Develop cohesive strategies for growth that account for town finances, transportation, development, public safety, old/new balance;
- Promote better Town information/collaboration;
- Provide the Town with actionable strategies to implement the community's vision for:
 - Development/land use
 - o Transportation
 - o Arts and culture
 - o Education
 - o Town services
 - o Town governance
- Promote public participation in shaping vision and decision-making;
- Ensure the flow of information to all stakeholders.

¹ http://www.natickma.gov/782/Master-Planning-Steering-Committee

Utilizing the values, goals and strategies from Natick 360 as a starting point, the Successful Proposer shall assist the Town in building the Natick 2030 CMP.

SCOPE OF WORK

The Successful Proposer shall ensure that the following elements of the scope of work are met:

Work Plan

Final review and approval by the Town of Natick of the detailed description of work submitted by the Successful Proposer in the RFP shall take place before execution of a contract.

The Successful Proposer shall be responsible for preparation and completion of the following tasks/items, each with their own set of subtasks/items:

As noted herein, the key components of this project are:

- Existing Conditions Analysis
- Market Analysis
- Community Outreach, Engagement and Education
- Vision and Content Creation
- CMP Creation
- Additional Materials

Component 1: Existing Conditions Analysis

The Successful Proposer shall complete a comprehensive baseline analysis of existing conditions for the Town of Natick. This analysis must be comprehensive and sufficient in order to provide a detailed account of present-day Natick, providing a starting point from which the community can formulate a shared vision and direction to be created through Natick 2030. The analysis is expected to include both quantitative and qualitative data and research.

In responding to this RFP, the Successful Proposer may provide an outline of the anticipated existing conditions analysis to be completed, including the types of data to be collected or most useful for the process, the mechanisms for collection, and the analysis and display techniques to be utilized during the process.

The Successful Proposer is anticipated to at minimum collect and analyze the following items, though additional items will likely be necessary to comprehensively inform the final comprehensive master plan process and document:

- Plans, processes, and policies
- Built environment, such as topography, environmental conditions, existing buildings, infrastructure, etc.
- Demographics/population trends (including generational diversity)
- Housing composition and trends
- Traffic, transportation, and circulation

- Land use and development
- Historic resources and preservation needs
- Industrial and commercial resources and trends
- Economic development trends
- Services and facilities (including both public and private elements)

Data and information kept by the Town of Natick, including an extensive GIS database and documents outlined in Appendix B, will be available to the Successful Proposer. Public outreach and/or presentation is not envisioned to be a significant component of the existing conditions analysis; however, products created curing this component are anticipated to be integrated into the public engagement process and the final work product. A Town-wide community survey may be commissioned to help inform existing conditions.

Component 2: Market Analysis

In order to better understand the existing conditions market in Natick, identify influencers that will impact Natick's economy into the future, and to guide the visioning and community engagement conversation, the Successful Proposer shall complete a market study/analysis of the community Natick.

Broad topics of study may include defining potential/likely markets for future industrial, commercial, and retail development; recommendations for how to target these markets effectively (i.e. policy, land use regulations, incentives); housing market conditions and influencers; etc. The market study/analysis may also include an analysis of market conditions specific to housing demands, Town Center development, commercial and retail corridors.

The primary tasks of this component include the market study/analysis and continued consultation during the public engagement and plan creation process.

Component 3: Community Outreach, Engagement, and Education

The Town of Natick has an active, passionate, and dynamic population, with multiple volunteer, non-profit, and for-profit groups and entities. Outreach, engagement, and education with the entirety of Natick's population are vital to the success of Natick 2030. The Successful Proposer must have a proven track record of completing an extensive and inclusive public engagement process within communities similar in size, composition, and enthusiasm to the Town of Natick.

The Successful Proposer shall:

- Work with town officials to develop a wide-variety of innovative public engagement strategies to implement during the Natick 2030 process. The Town of Natick is interested in augmenting traditional public meetings with new and/or non-traditional strategies and techniques that engage a broader and more diverse cross-section of the Natick population, specifically those that do not traditionally attend public meetings for various reasons (age, ability, language barriers, family demands, work demands, etc.);
- Coordinate the implementation of the public engagement strategy, including but not limited to creation of any materials, outreach to stakeholders, management of public meetings/ forums, development of tools and strategies, and any other

- mechanisms to reach a diverse cross-section of the Natick population and outreach into Natick's diverse neighborhoods;
- Assist with outreach to and engagement of public agencies, including elected officials, boards and commissions (see Appendix C), town staff (management and non-management), and State/Federal agencies;
- Ensure comprehensive feedback on the topic and geographic areas of focus necessary to ensure a comprehensive vision for Natick 2030, as outlined herein and determined through the process;
- Develop a strong identity for Natick 2030 within the community, specifically at key stages of the process, in order to capture public attention, build credibility, and encourage engagement with the process.

The Planning Board anticipates creating a broad-based master plan advisory committee to provide consistent feedback and guidance to the Successful Proposer throughout the planning process. Further, regular updates to the Planning Board will be necessary throughout the process, as well as reports to each Spring and Fall Town Meeting for the duration of the contract.

Component 4: Vision and Content Creation

Through the public engagement component of Natick 2030 as outlined herein, the Successful Proposer shall engage the community to the extent necessary to build consensus around and development of a comprehensive vision for the community. This vision will provide the basis for the Natick 2030 CMP, the content of which shall be modeled, at its core, on MGL Chapter 41, Section 81D².

These include (from MGL Chapter 41, Section 81D):

- Goals and Policies
- Land Use
- Housing
- Economic Development
- Natural and Cultural Resources
- Open Space and Recreation
- Services and Facilities
- Circulation/Transportation
- Implementation Program/Strategy

In addition, the Town anticipates the need to include additional or supplemental topic or geographic specific components within Natick 2030, determined through the public engagement process. These additional topic and geographic specific areas may include:

Geographic:

- Vision for Town Center/Downtown
- "Village Center" development
- Primary Corridor planning Rt. 9
- Secondary Corridor planning Rt. 135

² https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter41/Section81D

- Arterial Corridor planning Rt. 16, Rt. 27, Speen St., Hartford St., Oak St., and others/alternatives
- Vision for Industrial Districts (West Natick and East Natick Industrial Parks)

Topic:

- Accommodations for youth
- Accommodations for Active Adults, Seniors, Assisted Living ("Aging in Place")
- "Life-Cycle" Housing
- Historic Resources/Preservation
- Sustainability/Environment
- Public schools and education (including daycare, pre-school and afterschool)

Content for some of these sections can be augmented and/or provided through referencing recently completed planning and policy documents within the Town of Natick. Where there is the ability/desire to complete a financial study/analysis (i.e. tax impacts/benefits) for a specific component of master plan, one may be requested.

Component 5: Comprehensive Master Plan (CMP) Creation

The Town of Natick envisions the key deliverable of Natick 2030 to be the creation of a final Natick 2030 CMP. The document shall be informed by all components of the process, and created through the public engagement process, whereby alternatives are developed, presented, and critiqued, the framework for the final master plan is established, and draft documents are provided for public input and comment. The final product shall be formatted in a manner that can accommodate periodic updates and allow for inclusions of new elements.

Component 6: Additional Materials

Included within and/or supplemental to the Natick 2030 CMP, the Town of Natick may seek the creation of additional materials, as budget allows, that will further inform the public on the outlook for Natick over the lifespan of Natick 2030, as well as jump start the implementation program for Natick 2030 CMP. These additional materials may include, but are not limited to the following:

- Sample/updated zoning map(s) and/or bylaw(s) for:
 - o Industrial Districts
 - o Town Center/Downtown Mixed-Use
 - o Primary and Secondary Corridors
 - Village Centers
- Sample/updated regulations and policy changes
- Build-out analysis for new proposed land use and zoning
- Town-wide financial impact analysis
- Schematic design of infrastructure improvements

Resources Available

Please see Appendix B. Many resources are available on the Town of Natick website.

RFP & PROJECT SCHEDULE

Pre-Selection/Contract:

RFPs Available	January 19, 2016
Pre-Proposal Meeting (10am)	February 1, 2016
Questions Due	February 8, 2016
Proposals Due	February 17, 2016
Distribute Proposals	February 17, 2016
Potential Interviews	Week of February 29, 2016
Consultant Selection (PB Meeting)	March 9, 2016
Contract Negotiation	March 9 – 14, 2016

Post Selection/Contract:

Contract Awarded (BOS Meeting)	March 14, 2016
Notice to Proceed	March 15, 2016
Project/Report completion	Fall 2017

The selection/recommendation process will be completed by the Natick Planning Board (or it's designated Review Committee), with the final contract execution completed by the Natick Board of Selectmen.

IV. PROPOSAL SUBMISSION REQUIREMENTS

PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" that is enclosed herewith as Attachment A. The Price Proposal Form shall include a price that includes the furnishing of all payments, insurance, and other costs incurred in the performance under the Contract, and signed by an individual authorized to bind the Proposer contractually. The total price shall be a fixed sum and shall be all inclusive including travel, printing, telephone and any other outside expense. The Town will award the contract based on a fixed price, including all reimbursable expenses. The proposal shall include the rate schedule(s) and estimated hours of work for all personnel working on the project.

The estimated fee for this project is between \$350,000 and \$400,000.

The Town of Natick appropriated \$200,000 at its Fall 2015 Town Meeting for the Natick 2030 project, and anticipates seeking additional funding at the Spring 2016 Annual Town Meeting for the balance of the contract to cover the work to be performed.

Hourly Billing Rate Sheet

For work necessarily performed on a time and expenses basis, please provide an hourly billing rate sheet which includes all personnel anticipated to be involved on the project.

NON-PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following requirements:

A. Letter of Transmittal

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

B. Table of Contents

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

C. Fully-Executed Scope of Services

Each Proposer shall submit a written narrative which explains in detail the scope of services to be provided by that Proposer.

D. Other Documents

Each Proposer shall submit the following:

- 1) A fully executed Certificate of Non-Collusion (Attachment B)
- 2) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C)
- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D)
- 4) A fully executed Certificate of Corporate Proposer (Attachment E)
- 5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F)
- 6) A fully executed Certificate of Non-Debarment (Attachment G)
- 7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the proposal documents
- 8) The identity of the individual, partnership or corporation applying for contract award and credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the work personnel. If the proposer intends to sub-contract or any work required by this RFP, the sub-contractor shall be identified. Sample work products are required for all personnel. This item is a major determinant in assessing the proposer's qualifications and shall be incorporated as a condition in the contract to be awarded
- 9) An applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work program. Include résumé(s), detailing academic and professional work experience attesting to capacity to perform the required work program. Résumés are required for all work personnel

- 10) A detailed explanation of the proposer's approach to the work: methodology, demonstrated understanding of the scope of work, and the proposer's expectations of assistance and services from the Town.
- 11) A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) for clients for whom the proposer has performed similar services within the past five (5) years.
- 12) Any other information deemed relevant to the work, and which the Proposer believes will further the competitiveness of the proposal.
- 13) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Proposer.

V. EVALUATION CRITERIA

1. Minimum Evaluation Criteria In order to be considered a responsive and responsible Proposer, a Proposal shall comply with the Proposal Submission Requirements set forth in Section IV above.

2. Comparative Evaluation Criteria All responsive proposals will be judged against the Comparative Evaluation Criteria detailed below. The Town will rank each proposal in accordance with the criteria specified in Appendix A.

- a. Highly Advantageous the proposal exceeds the standards of the specific criterion:
- b. Advantageous the proposal fully satisfies the standards of the specific criterion;
- c. Not Advantageous the proposal does not fully satisfy the standards of the specific criterion, or is incomplete and/or unclear.

VI. PROPOSAL SUBMISSION

Ten (10) copies of each sealed Proposal, contained in separately sealed envelopes marked, respectively, "RFP: Procurement of Consulting Engineering Services for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick – Price Proposal" and "RFP: Procurement of Consulting Engineering Services for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick – Non-Price Proposal" will be received until 1:00 P.M. (Eastern Standard Time), Wednesday, February 17, 2016, at this address:

Procurement Office
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760

One (1) electronic copy in PDF format of the "RFP: Procurement of Consulting Engineering Services for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan

for the Town of Natick – Non-Price Proposal" only shall also be submitted with the proposal.

Each Proposer's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in Procurement Office shall be considered official. No Proposals received after the date and time specified in the previous paragraph shall be accepted. No faxed Proposals shall be accepted. Conditional Proposals will not be accepted.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for sixty (60) days subsequent to the time of the opening of Proposals.

The Town <u>will not</u> reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP.

After this time they will be opened in confidence. Proposals received after the date and time specified in this Section VI for receipt of Proposals will not be accepted.

VII. INTERVIEWS

After review of the technical proposals, the Review Committee, established by the Planning Board, may, at its discretion, schedule interviews with any or all of the proposers for the purpose of further evaluation of the proposer's qualifications and ability to provide the required service. Interviewees may be ranked on their presentation.

VIII. FINAL SELECTION AND AWARD

The Review Committee will review the non-price proposals. The Review Committee will determine which non-price proposals meet the minimum evaluation criteria set forth in Section IV above. The Review Committee will rank such non-price proposals in accordance with the comparative evaluation criteria set forth in the Section V above. The Review Committee will then open and review the envelopes labeled "Price Proposals" and rank them.

Based upon the Review Committee's analysis of both the Price-Proposal and the Non-Price Proposal, the Review Committee will make a recommendation to the Natick Planning Board, which will conduct final review prior to making a final recommendation to the Natick Board of Selectmen concerning which Proposal, if any, the Town should accept. The Natick Board of Selectmen will then decide whether a Contract will be awarded. Any Contract will be awarded, if at all, pursuant to all applicable provisions of the Massachusetts General Laws, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

IX. COMPLIANCE WITH LAWS

The Successful Proposer 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 Lease and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. Any 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.

X. INSURANCE

The Successful Proposer shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFP and is incorporated herein by reference. Without limitation of other requirements of this RFP, no Contract shall be entered into by the parties unless the successful Proposer complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

XI. INDEMNIFICATION

The Successful Proposer shall assume the indemnification responsibilities described in the Contract which is a part of this RFP and is incorporated herein by reference.

XII. PERFORMANCE BOND REQUIREMENTS

DELETED - NOT APPLICABLE

XIII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

DELETED - NOT APPLICABLE

XIV. INDEPENDENT CONTRACTOR STATUS

The Successful Proposer shall provide services as an independent contractor with the Town of Natick, and the Successful Proposer and his/her/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.

XV. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Proposer who is performing services under any Contract awarded by the Town of Natick, the Successful Proposer 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 Successful Proposer's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Proposer to provide such information to the Town, the Successful Proposer 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.

XVI. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

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 Successful Proposer is prohibited on Town of Natick property which is the subject matter of this RFP and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Proposer violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Proposer shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Proposer 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 any contract with the Town.

XVII. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Proposer, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

XVIII. INDEX OF ATTACHMENTS & APPENDICIES

Attachments

Attachment A - Price Proposal Form

Attachment B - Certificate of Non-Collusion

Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)

Attachment D - Conflict of Interest Certification (M.G.L. c.268A).

Attachment E - Certificate of Corporate Proposer

Attachment F - Certificate of Compliance with M.G.L. c. 151B

Attachment G - Certificate of Non-Debarment

Attachment H - Form of Contract

Appendices

Appendix A: Guidelines for Proposal Evaluation

Appendix B: Planning and Policy Processes and Documents Appendix C: Selected List of Natick's Boards and Committees

ATTACHMENT A PRICE PROPOSAL FORM

(To be submitted in Envelope B)

The undersigned Proposer hereby submits a price proposal for the procurement of consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick.

Printed Name of Proposer:	
Address:	
The undersigned Proposer hereby proposes the following prequired services outlined in this RFP, inclusive of any exp	
All Hourly Rates for personnel shall include all overhead, p Town of Natick. These shall be attached to this Form. * Provide a separate sheet of paper if more space is needed categories.	
Authorized Signature	
Printed Name	
Printed Title	
Date	
Full Legal Name Officers of Corporation and Addresses	-
State of Incorporation Principal Place of Business	
Tel	
Principal Place of Business in MA Tel	

ATTACHMENT B CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Proposal 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.

Name of Proposer
Address of Proposer
Telephone Number
Ву:
(Signature)
Printed Name
Printed Title
Date

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.

Name of Proposer
Address of Proposer
Telephone Number
By:
(Signature)
Printed Name
Printed Title
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 as an 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 as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by 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 Proposals.
- 5. The Proposer understands that the Proposer 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.

Name of Proposer
Address of Proposer
- Marie - Mari
Telephone Number
By:
(Signature)
Printed Name
Printed Title
Date

ATTACHMENT E CERTIFICATE OF CORPORATE PROPOSER

I,	, certify that I am the Cle	k of the Corporation named as
Proposer in the attached Pro	oposal Form; that	k of the Corporation named as, who signed said
Proposal on behalf of the P	roposer was then	of said
Corporation and was duly a	authorized to sign said Propos	sal Form; and that I know his/her
signature thereto is genuine	.	
(Corporate Seal)		
Name of Proposer		
Address of Proposer		
Telephone Number		
By:		
(Signature)		
Printed Name	-	
Printed Title		
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.

Name of Proposer	
Address of Proposer	
Telephone Number	
By:(Signature)	
Printed Name	
Printed Title	
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 Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer
Address of Proposer
Telephone Number
By:
(Signature)
Printed Name
Printed Title
Date

ATTACHMENT H FORM OF CONTRACT

(SEE ATTACHED DOCUMENT.)

Appendix A Guidelines for Proposal Evaluation

The review committee will evaluate proposals according to the criteria outlined below.

	Highly Advantageous	Advantageous	Not Advantageous
I. Plan of Services Ratings will be based on the project approach and schedule. Particular attention will be given to the methods by which the candidate plans to complete all items in the Scope of Work.	Proposal includes a detailed, logical, and highly efficient scheme for addressing all of the required issues and completing all tasks.	Proposal includes a credible scheme for addressing all of the required issues and completing all tasks.	Proposal is not sufficiently detailed to fully evaluate, or does not contain components necessary to address all the required issues and completing all tasks.
II. General Qualifications of Firm Particular attention will be paid to evidence of successful past performance.	Candidate has successfully completed multiple projects of similar size and scope, and has a proven track record for completing projects on time, within budget, and on schedule.	Candidate has completed projects successfully and timely.	Candidate has experienced difficulty in completing projects successfully.
III. Personnel & Resources to be Utilized Rating will be based on evidence that adequate qualified personnel are assigned to all phases of the project, and that sufficient resources are available.	At least one individual from the proposed project staff has substantially contributed to the development of a similar project in Natick or a similar community.	At least one individual from the proposed project staff has contributed to, or has experience with a similar project.	None of the project staff has substantially contributed to the development of this type of project.
IV. Experience with similar projects. Rating will be based on experience providing professional services for comprehensive master plan or similar planning projects.	The firm has at least five years of experience with comprehensive master plan or similar planning projects of this type. Proposal includes at least three examples of similar projects.	The firm has at least three years of experience with comprehensive master plan or similar planning projects of this type. Proposal includes at least one example of a similar project.	The firm has less than three years experience with this type of project.
V. Completeness & Quality of Proposal	The proposal is complete, concise, informative, and highly detailed. Proposal reflects the ability to perform the work in a superior manner acceptable to the Town	The proposal is complete, informative and meets the criteria for responsiveness.	The proposal is not complete, informative, and responsive.

Appendix B Planning and Policy Processes and Documents

Document Title	Date	Location of Document
Planning Needs and Program (Phase 1)	1958	CED Office
Comprehensive Planning Program (Phase II)	1959	CED Office
Comprehensive Planning Program (Phase III)	1961	CED Office
Master Plan Phase 1	1968	CED Office
Master Plan Phase 2	1970	CED Office
Master Plan Phase 3	1971	CED Office
Natick Center Summer Street (urban renewal project)	1975	CED Office
Know Natick (information booklet)	1976	CED Office
Natick Center Parking Study Tech. Memo 1	1981	CED Office
Natick Center Parking Study Tech. Memo 2	1982	CED Office
Natick Center Parking Study Tech. Memo 3	1982	CED Office
A Design Strategy for Natick Center	1996	CED Office
Natick Center Parking Study	1997	CED Office
Natick Center Design Master Plan	1998	CED Office
Parking Development Evaluation & Strategies for Natick Center	2002	CED Office
Cochituate Rail Trail - Various Documents	2006-present	Town Website
South Ave Site - Design MP	2006	CED Office
Natick 360 Strategic Plan	2008	Town Website
Natick 360 Strategic Plan - Various Documents	2008-2012	Town Website
Parking Assessment Summary	2009	CED Office
Route 9 Smart Growth Plan and Corridor Study	2011	MAPC Website
Natick Open Space & Recreation Plan	2012	Town Website
Natick Housing Production Plan	2012	Town Website
MBTA Station Conceptual Design & Implementation Plan	2014	Town Website
MAPC Natick Center Study (Ongoing)	2015-2016	MAPC Website
Natick Parks and Recreation Master Plan (Ongoing)	2016	N/A

Note: The list provided is not exhaustive and additional documents are available, including numerous traffic count information related to town and private development projects. Further, additional planning work is currently being completed by the Town, including the Natick Center Study (MAPC) and the Natick Parks and Recreation Master Plan. Any documents created from these processes will be made available upon completion.

Appendix C Selected List of Natick's Boards and Committees

Affordable Housing Trust Fund Board Bicycle & Pedestrian Advisory Committee

Board of Health Board of Selectmen

Cochituate Rail Trail Advisory Committee

Commission on Disability

Community Development Advisory

Committee

Conservation Commission

Council on Aging
Cultural Council
Design Review Reard

Design Review Board

Economic Development Committee Financial Planning Committee

Historical Commission

Historic District Commission

Housing Authority

Local Emergency Planning Committee MBTA Station Advisory Committee Open Space Advisory Committee Parking Advisory Committee

Planning Board

Pleasant Street Zoning Classification

Committee

Recreation & Parks Commission

Safety Committee

Sawin House Study Committee

School Committee

Town Forest Committee

Trails Maintenance Committee

Youth Advisory Board

Zoning Board of Appeals

For a complete list see:

http://www.natickma.gov/409/Boards-Committees-Elected-Officials

This Contract is mad	de as of this	day of	, 2016, by and
between the Town of Natical	k, Massachusett	s, with an addres	ss of Natick Town Hall, 13
East Central Street, Natick,	MA 01760, ac	ting by the Natio	ck Board of Selectmen
(hereinafter the "Town of N	latick," the "To	wn," or the "Ow	ner"), and
	, a		organized under the
laws of, with a p			l office located at
	, and a M	assachusetts off	ice located at
	(here	inafter the "Con	tractor").

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 consulting, planning, engineering, design and related services for the completion of the Natick 2030 Comprehensive Master Plan for the Town of Natick, as set forth in the Request for Proposals – Natick 2030 Comprehensive Master Plan ("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 rendering 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

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The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall end one (1) year later. At the sole discretion of the Town of Natick, this Contract may be extended for two (2) additional one (1)-year terms.

4. Incorporation of the RFP/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 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.

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

1

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. 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.
- e. 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.
- 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. 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."
- h. 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.
- i. 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.
- j. No insurance shall be obtained from an insurer which:

1

- (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.
- k. 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

Town of Natick, Massachusetts

CONTRACT FOR THE PROCUREMENT OF CONSULTING, PLANNING, ENGINEERING, DESIGN AND RELATED SERVICES FOR THE COMPLETION OF THE NATICK 2030 COMPREHENSIVE MASTER PLAN FOR THE TOWN OF NATICK

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 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

Town of Natick, Massachusetts

CONTRACT FOR THE PROCUREMENT OF CONSULTING, PLANNING, ENGINEERING, DESIGN AND RELATED SERVICES FOR THE COMPLETION OF THE NATICK 2030 COMPREHENSIVE MASTER PLAN FOR THE TOWN OF NATICK

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 rendering 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 preemployment 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

Town of Natick, Massachusetts

CONTRACT FOR THE PROCUREMENT OF CONSULTING, PLANNING, ENGINEERING, DESIGN AND RELATED SERVICES FOR THE COMPLETION OF THE NATICK 2030 COMPREHENSIVE MASTER PLAN FOR THE TOWN OF NATICK

(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 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, each notice 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 a copy to:

John P. Flynn, Esq.

Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410

Quincy, MA 02169

If to the Contractor:

21. License

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this Contract, including the right to use same on any other project of the Town, without additional cost to the Town; and with respect thereto, the Contractor agrees and hereby grants to the Town an irrevocable royalty-free and nonexclusive license to all such data, which he may cover by copyright, and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall obtain similar irrevocable royalty-free nonexclusive licenses from the Contractor's consultants consistent with this Agreement.

22. 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.
- 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.
- The Contractor shall not discriminate against or exclude any person from 1. 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 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.

(Printed Name of Contractor) by:
Signature
Printed Name
Printed Title
Dated:
OF APPROPRIATION:
nents of M.G.L. Chapter 44, Section 31C, this is to unt of this Contract is available therefor, and that crized to execute this Contract and to approve all
Dated:
ND NOT AS TO SUBSTANCE:
Dated:

CERTIFICATE OF VOTE

I,	/9	, hereby certify
(Clerk	(Secretary)	
that I am the duly	qualified and acting	of (Title)
(Corporat	ion Name)	(11110)
held on	ify that at a meeting 20, at whi te was unanimously p	of the Directors of said Corporation duly called and ch meeting all Directors were present and voting, passed:
	horize and empower	
(Name)	(Title)	•
	(Title)	
(Name)	(Title),	
any on Corporation.	ne acting singly, to ex	ecute all contracts and bonds on behalf of the
		still in effect on this the day of modified in any respect.
	Signature	
	Printed Name	
	Printed Title	
The certification	contained hereahove	shall be executed by CONTRACTOR or conviof

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

897857v1



TOWN OF NATICK MASSACHUSETTS

TO:

Natick Board of Selectmen

William D. Chenard, Acting Town Administrator Jeremy Marsette, Director, Natick Public Works Anthony Comeau, Supervisor, Water & Sewer Division

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: March 8, 2018

SUBJECT: CONTRACT AWARD

South Main Street - Cleaning/Lining

On March 1, 2018, sealed bids were received in accordance with M.G.L. c. 30, §39M, for the procurement of services to perform cleaning and lining for Main Street in Natick. Bids were received from four (4) bidders. (See attached.)

The lowest bidder, Biszko Contracting Corporation, 20 Development St, Fall River, MA 02721 (Biszko), is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Biszko for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$746,162.07, for the main and additional work, as provided for in Biszko's bid (\$587,655.94 (Base Work) + \$158,506.13 (Add Work) = \$746,162.07). Mr. Eldridge (of Haley and Ward, the Town's water and sewer engineering firm) and I have reviewed the bids received and have checked the references and qualifications of Biszko.

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

Bids Received: 03/01/18

Newspaper Advertisement (<u>Metrowest Daily News</u>): 02/06/18

Website & Town Hall Posting: 01/31/18

Central Register & COMMBUYS Posting, respectively: 02/07/18 & 01/31/17, respectively

Funding: Account# 655403 580550 \$746,162.07

FY2018 (Fall 2017) Fall ATM Art 10

Bids Received: See attached.

Civil and Environmental Engineers

March 5, 2018

Via E-Mail

Mr. Anthony Comeau, Water and Sewer Supervisor Department of Public Works 75 West Street Natick, MA 01760

Re:

Bid results Contract No. W-151

Dear Mr. Comeau,

On March 1, 2017, four (4) bids were received for Contract W-151 entitled "south Main Street Water Main Cleaning and Lining". We are attaching a Canvass of Bids and have summarized the bids below:

		Base Bid	Additional Items	Expanded Total Bid
1.	Biszko Contracting Corp.	\$587,665.94	\$158,506.13	\$746,162.07
2.	Dewcon	\$617,250.00	\$147,950.00	\$765,200.00
3.	N. Granese & Sons	\$663,521.71	\$131,380.50	\$794,902.21
4.	Mainlining of America	\$1,011,475.00	\$181,700.00	\$1,193,175.00

The low bid submitted by Biszko Contracting Corp. appears to be in order and is within available funds. Biszko has submitted a bid, which included a fully executed bid proposal.

We contacted three (3) Biszko project references and were able to obtain three responses. All responses received were generally positive responses with all indicating they would recommend Biszko for more work and did not identify any issues with them completing the Natick cleaning and lining project. Biszko's project experience included numerous completed water main cleaning and lining projects similar to the Natick project

The South Main Street project, base bid, includes cleaning and lining approximately 5,620 linear feet of 12" and 10" cast iron water main. The bid included nine Additional Add Items for cleaning and lining the West Street 10" water main starting in South Main Street intersection with West Street. The entire West Street 10" cast iron water main was considered as additional work to clean and line approximately 1,700 linear feet of 10" cast iron water main. Cleaning and lining costs vary substantially from year to year and project to project. It was unclear how much of the West Street water main could be included in the project and stay within available funds. The entire 10" water main was added as additional work to the bid package and would be considered if funding was available. The original scope included cleaning and lining a short section of West Street. It was included in this bid package to avoid returning to the area at a later date to complete this work.

63 Great Road, Suite 200, Maynard, MA 01754 - 2097
Phone: (978) 648-6025 • Fax: (978) 648-6068
Email: hwi@haleyward.com • Web: www.haleyward.com

We feel, based on the positive results of the reference checks and the completed projects list, that Biszko Contracting has the equipment, resources and experience to perform the work in accordance with the contract documents and within the specified time frame.

In review of the low bidders Additional Add items, we would recommend approving the Additional Add Items as they remain within available funding.

Please review the bid results and this letter, if the Town accepts the low bid of Biszko Contracting, please obtain the required signature on the attached Notice of Award form and return the form to our office. Once we receive the Award form, we will prepare the agreement documents for signing by the contractor.

If you have any question on the bids and/or this letter, please feel free to contact our office.

Yours very truly,

HALEY AND WARD, INC

Gregory J. Eldridge, P.E.

Vice Rresident

Cc: Jeremy Marsette via email

Bryan LeBlanc via email

Enclosures: Canvass of Bids

Notice of Award

Town of Natick

				ŀ	O WATE OF T	H CICIO					
				H	IFB Opening Form	Form					
Bids -South Main Street Cleaning/Lining	Lining										
Date & Time: March 1, 2018, 11:00 A.M. EST	A.M. EST										
	Envelope Sealed & Marked	Bid Secuirty 5%	Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda #1	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Price
Company Name: 102 through the first and property		akan daliba basatan kasasa			The Complete State				en in index of the factor of	gy - Alligher	the second of the second of the second of the second of
Bjzko Contracting, Fall River, MA	×	×	×	×	×	×	×	×	×	×	\$587,655.94 Base/\$158,506.13 Add 1
Dewcon, Calfon, NJ	×	×	×	×	×	×	×	×	×	×	\$617,250.00 Base/\$147,950.00 Add 1
N. Granese, Salem, MA	×	×	×	×	x	×	x	×	×	×	\$663,521.71 Base/\$131,380.00 Add 1
Main Lining, Elma, NY	×	×	×	×	×	×	x	×	×	×	\$1,011,475.00 Base/\$181,700.00 Add 1
		· 1.									
	Ω	CPO Signature:	The state of the s	in the second	The state of the s	his of	North 3	May for	eary of	John	5
	Witn	Witness Signature:	Meles		P -((v .	3-1-18			
	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	200 018111111111111111111111111111111111	. 8					4			

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

AGREEMENT

\mathcal{A}
THIS AGREEMENT made this molecular day of Much in the year 20 /8, by and
between the Town of Natick, Massachusetts (hereinafter called OWNER), by its Board of Selectmen, and
THIS AGREEMENT made this made this made this made that day of Much in the year 20 18, by and between the Town of Natick, Massachusetts (hereinafter called OWNER), by its Board of Selectmen, and Bigho Couloudy Corporation 20 Development Sheet fall River MA 02721 Bigho Couloudy Corporation 20 Development Sheet doing business as a (Corporation, Partnership or Individual) hereinafter called "CONTRACTOR."
Partnership or Individual) hereinafter called "CONTRACTOR."

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

ARTICLE 1. WORK

- 1.1. CONTRACTOR shall commence the Work as specified or indicated in the Contract Documents as defined in Article 8 herein. The Work is generally described as follows:
 - a. Cleaning and lining of ten (10) and twelve (12) inch diameter water mains.
- 1.2. 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 Haley and Ward, 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 fifty (150) consecutive calendar days thereafter for Base Bid work (South Main Street), or two hundred (200) consecutive calendar days thereafter for all Base Bid and Additional work (West Street). Therefore the date all work will be completed is _______, 20___.

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:

TOTAL CONTRACT AMOUNT: \$ 746, 162.07

Contractor's Bid is attached to this Agreement as an exhibit. Contract items are defined below.

	<u>C</u>	ONTR	ACT PRICES			(to be
ITEM <u>NO.</u>	<u>DESCRIPTION</u>		NTT NTITY	<u>PRICE</u>	AMOUNT	Y Corpleted L By Helle
1.	Mobilization	1	L.S.	\$	\$	- Wasel
2.	Additional excavation	15	C.Y.	\$	\$	
3.	Process Gravel	150	C.Y.	\$	\$	
4.	Ordinary and Select Borrow	90°	C.Y.	\$	\$	_
5.	Miscellaneous Piping Pits	16	EACH	\$	\$	
6.	Fittings	4,000	L.B.	\$	\$	
7.	10 &12 Inch D.I. Pipe	255	L.F.	\$	\$	_
8.	6 & 8 Inch D.I. Pipe	30	L.F.	\$	\$	_
9.	10 & 12 Inch Gate Valves	20	EACH	\$	\$	_
10.	6 & 8 Inch Gate Valves	5	EACH	\$	\$	_
11.	10 & 12 Inch Solid Sleeves	42	EACH	\$	\$	_
12.	6 & 8 Inch Solid Sleeves	6	EACH	\$	\$	_

13.	10 & 12 Cleaning and Lining	5,620	L.F.	\$	\$
14.	Temporary Water	1	L.S.	\$	\$
15.	Trench Pavement	100	TONS	<u>\$</u>	\$
16.	Trench Infra Red	20	S.Y.	\$	\$
17.	Dust Control	25	C.W.T	\$	\$
18.	Sidewalk Replacement	18	S.Y.	\$	\$
19.	Electronic Message Sign	14	DAYS	\$	\$
20.	6-Inch to Elmwood	40	L.F.	\$	\$
ADDI ITEM NO.	TIONAL ITEMS DESCRIPTION	UN QUA	JIT <u>NTITY</u>	<u>PRICE</u>	AMOUNT
1A.	Process Gravel	25	C.Y.	\$	\$
2A.	Ordinary and Select Borrow	25	C.Y.	\$	\$
3A.	Fittings	500	L.B.	\$	\$
4A.	10 Inch D.I. Pipe	50	L.F.	\$	\$
5A.	6 & 10 Inch Gate Valves	4	EACH	\$	\$
<i>C</i>					
6A.	6 & 10 Inch Solid Sleeves	9	EACH	\$	\$
7A.	6 & 10 Inch Solid Sleeves10 inch Cleaning and Lining	9 1,700		\$	\$
7A.	10 inch Cleaning and Lining	1,700	L.F.	\$	\$

TOTAL ADDITIONAL ITEMS CONTRACT AMOUNT \$

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

ARTICLE 5. PAYMENT PROCEDURES

- 5.1. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 5.2. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and as provided in Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.
- 5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. TERMS

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

- 7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

- 7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions, as modified, if applicable, by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 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 of divisions 0-3, as listed in table of contents
- 8.12 Construction Drawings
- 8.13 Addenda numbers \underline{I} to \underline{I} , 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 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 (5) percent. 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 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:	<u>CONTRACTOR:</u>
Town of Natick, Massachusetts	Printed Name of CONTRACTOR
The Natick Board of Selectmen	
Jonathan H. Freedman, Chairman	Signature
Susan G. Salamoff, Vice Chairman	Printed Name
Richard P. Jennett, Jr., Clerk	Printed Title
Amy K. Mistrot	
Michael J. Hickey, Jr.	
Dated:	Dated:
	[CORPORATE SEAL]
	Attest

Owner Address for giving notices:	Contractor Address for giving notices:
Board of Selectmen	
Natick Town Hall	
13 East Central Street	
Natick, MA 01760	
CERTIFICATE OF AP	PROPRIATION
In accordance with the requirements of M.G.L appropriation in the amount of this Agreement is avai Selectmen is authorized to execute this Agreement an orders.	
Arti P. Mehta	Date
Comptroller, Town of Natick	Date
APPROVED AS TO FORM ONLY (AND NOT AS	TO SUBSTANCE):
John P. Flynn, Esq.	Date

CONTRACT NO. W-151 SOUTH MAIN STREET WATER MAIN CLEANING AND LINING CERTIFICATE OF CORPORATE AUTHORIZATION

I,	, Clerk of	, a	corporation organized
pursuant to	state law, which ma	intains its principa	al office at
	hereby certify that at a	meeting of the Bo	oard of Directors of
***	(the "Corporation") duly	y held on	, at which ust be earlier than Lease)
		(Date m	ust be earlier than Lease)
A quorum was prese and effect:	nt and voting throughout, the f	following vote was	s duly passed and is now in full force
"VOTED: That		be and he	ereby is
authorized, directed the corporate seal, ex Corporation, with the	kecute, acknowledge and delive e Town of Natick, acting by an k, MA 01760; the execution of	ne and on behalf o er all contracts, bo nd through the Tov	f this Corporation to sign seal with nds and other obligations of the vn of Natick, Massachusetts, 13 East t, lease, bond or obligation by such
	(Name of Officer)		
	on for all purposes, and that a conversed to the Town of Natick.	ertificate of the Cl	erk of this Corporation setting forth
	(Name of Officer)		
is duly elected		of said	Corporation.
	(Title)		
Q' 1			
Signed:			
Printed Name:		,	
Printed Title:	(Clerk- Secretary)		
Date:			
Place of Business:			
	AFFIX C	CORPORATE SEA	Λ L
COUNTERSIGNAT	URE:		
	(Name and T	itle of Officer)	
Date:			
In the event that the or other instrument f. Corporation.	clerk or Secretary is the same poor the Corporation, this certifi	person as the Offic cate must be coun	er authorized to sign that contract tersigned by another officer of the

ADDENDUM NO. 1

DATED

FEBRUARY 23, 2018

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

TO ALL BIDDERS OF RECORD:

This Addendum shall be part of the Contract Documents as provided in the Instructions to Bidders of Contract No. W-151. Acknowledgment of receipt of the Addendum shall be made by inserting its number on Page 00300-1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

Section 00300 BID Item No. 6: Fittings **Delete** "4,000 lbs" and **Insert** "1,400 lbs"

Section 00300 BID **Delete pages 00300-7 through 00300-12** and **Insert** the attached pages, 00300-7 through 00300-12.

Leak detection clarification statement: The Owner is responsible for all costs associated with the third-party leak detection. The contractor is responsible for repairing leaks in the new pipe, fitting and valves installed by the Contractor. Additional the following revisions are required to the appropriate specification sections.

Section 01025 Measurement and Payment Page 11, Par. 1.17 B. 4. **Delete** "All costs associated with a third-party leak detection of the completed cleaning and lining segments shall be included in this item." and

Insert "All costs associated with the initial third-party leak detection of the completed cleaning and lining segments shall be the responsibility of the Owner."

Section 02766 Lining Cast Iron Pipe and Temporary By-pass Piping, Page 8 Par. 3.13 A. **Delete** "After the mains have been cleaned and lined, pits reassembled, and main disinfected, the Contractor shall hire a third-party company to conduct leak detection on the cleaned and lined water mains. See Section 02610 for details." and

Insert "After the mains have been cleaned and lined, pits reassembled, and main disinfected, the Owner shall hire a third-party company to conduct the initial leak detection on the cleaned and lined water mains. See Section 02610 for details."

per cubic yard for an estimated quantity of		
25 c.y. x \$	=	\$
25 c.y. x \$ (Unit Price in Figures)		*
For Fittings the unit price of		
(Unit Price in Words) per pound for an estimated quantity of		
500 lbs x \$ (Unit Price in Figures)	=	\$
. For 10 Inch D.I. Pipe the unit price of		
(Unit Price in Words)		
per linear foot for an estimated quantity of		
<u>50 l.f.</u> x \$	=	\$
50 l.f. x \$ (Unit Price in Figures)		Ψ
For 6 and 10 Inch Gate Valve the unit price of		
(Unit Price in Words)		
per each for an estimated quantity of		
4 each x \$ (Unit Price in Figures)		\$
(Unit Price in Figures)		
For 6 & 10 Inch Solid Sleeve the unit price of		
(Unit Price in Words)		
per each for an estimated quantity of		
9 each x \$	=	\$
9 each x \$ (Unit Price in Figures)		

7A. 10 Inch Cleaning and Lining the unit price of

	(Unit Price in Words)	_		
	per linear foot for an estimated quantity of			
	1,700 l.f x \$		=	\$
	1,700 l.f x \$ (Unit Price in Figures)	_		·
8A.	Temporary Water the Lump Sum price of			
			=	\$
	(Lump Sum Price in Words)			
9A.	Trench Patch the unit price of			
	•			
	(Unit Price in Words)	-		
	per ton for an estimated quantity of			
	15 tons x \$ (Unit Price in Figures)	_	=	\$
	(Unit Price in Figures)			
ADDI	TIONAL ITEMS TOTAL BID PRICE FOR BID COMPARI	ISON		
		Φ		
	(Additional Bid Contract Bid Price in Words)	= 2		
rejecti	An unbalanced or unreasonable lump sum or unit price son of the Bid.	submi	itted he	rein may be grounds for
of ava	Specific items of this Contract may be eliminated or red ilable funding, at the OWNER'S option.	uced	in quan	ntity to keep within limits
	EMENT OF EXPERIENCE: The undersigned as Bidder decaplished similar work in the following places:	clares	that he	has successfully
1. De	(Include type of project, total value o	f Con	tract, d	late of
comp1	etion etc)			

Owner & Contact Person	(Names, Addresses and Telephone Nos.)
	(Include type of project, total value of Contract, date of
completion, etc.)	(include type of project, total value of Contract, date of
	(Names, Addresses and Telephone Nos.)
	(C)
3. Description of Project	(Include type of project, total value of Contract, date of
completion, etc.)	
Owner & Contact Person	(Names, Addresses and Telephone Nos.)
Engineer & Contact Person	

4. Description of Project	
Description of Frejeet	(Include type of project, total value of Contract, date of
completion, etc.)	
_	
Owner & Contact Person	
	(Names, Addresses and Telephone Nos.)
	(Include type of project, total value of Contract, date of
of completion, etc.)	
Owner & Contact Person	(Names, Addresses and Telephone Nos.)
Engineer & Contact Person	

NOTE:

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

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

A
B
The Bidder shall submit a list of experience for above sub-contractor.
Each Bid shall be accompanied by a <u>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.</u>
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:
TI: D:1.1.11

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 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 ON20	
By	
Signature	
Printed Name	
Printed Title	
Bv	
By(Corporation Name)	
(State of Incorporation)	
(Corporate Seal)	
Attest	
(Secretary)	
Business Address:	
Telephone Number: () Email Address:	
Fax Number: ()	

Town of Natick Invitation for Bids Contract No. W-151

Bid

SOUTH MAIN STREET WATER MAIN **CLEANING AND LINING**



SEALED BIDS will be received at the Procurement Office by:

Date:

March 1, 2018

Time:

11:00 A.M.

Place:

Procurement Office

DPW Building 75 West Street

Natick, MA 01760



Civil and Environmental Engineers 63 Great Road, Suite 200 Maynard, Massachusetts 01754

PHONE: (978) 648-6025

FAX: (978) 648-6068

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TOWN OF NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

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 South Main Street Water Main Cleaning and Lining project. Sealed Bids shall be received for the General Contract until THURSDAY, March 1, 2018, 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 within the DPW Building 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 CONTRACT NO. W-151 SOUTH MAIN STREET WATER MAIN CLEANING AND LINING."

The Work for this project includes cleaning and lining ten (10) inch diameter and twelve (12) inch diameter water mains.

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.

Bidding documents are available in electronic PDF file format and hard copy format. Electronic file can be obtained by contacting Haley and Ward at (978) 648-6025 or jschiavi@haleyward.com. Hard copy documents may be obtained from the office of Haley and Ward, Inc., 63 Great Road, Suite 200, Maynard, MA 01754-2097, during normal business hours, generally 8:00 A.M. to 4:30 P.M. local time, Monday through Friday, and 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, February 7, 2018.

A complete set of the Bidding Documents may be obtained from the Engineer, Haley and Ward, Inc. for a deposit of Fifty Dollars (\$50.00) or Twenty Dollars (\$20.00) for plans only in cash or check, made payable to Haley and Ward, Inc. This deposit will be refunded to document holders of record who return the Bidding Documents to the Engineer in good condition within fourteen (14) days after the opening of Bids.

All requests for mailing Bidding Documents shall be accompanied by a separate, nonrefundable handling and mailing fee in the amount of Twenty-Five Dollars (\$25.00) in cash or a separate check made payable to Haley and Ward, Inc. One (1) set of Bidding Documents will be furnished for the deposit and mailing fee stated.

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 Supplementary Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program requirements of this Contract. The requirements of these programs are explained in the Instructions to Bidders and in Part II of the Supplementary Conditions of the Contract. This Contract includes a price adjustment clause as contained in Section 01015, 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
Jonathan H. Freedman, Chairman
Susan G. Salamoff, Vice-Chairman
Richard P. Jennett Jr., Clerk
Michael J. Hickey, Jr.
Amy K. Mistrot

Acting Town Administrator
William D. Chenard

<u>Director of Public Works</u> Jeremy Marsette, P.E.

HALEY AND WARD, INC., ENGINEERS
Maynard, MA 01754-2097

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

INSTRUCTIONS TO BIDDERS

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CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

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 THURSDAY, March 1, 2018, 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 DPW Building 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 Contract No. W-151 SOUTH MAIN STREET WATER MAIN CLEANING AND LINING," 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, February 7, 2018.

- 1.5 Complete sets of the Bid Documents may be obtained from Haley and Ward, Inc., Consulting Engineers ("the Engineer" or "ENGINEER"), during normal business hours, beginning on Wednesday, February 7, 2018, between 8:00 A.M. and 4:30 P.M. local time for the deposit sum stated in the Invitation for Bids. The deposit will be refunded to document holders of record who return the Bid Documents to the Engineer in good condition within fourteen (14) days after opening of Bids for work of the General Contract. One (1) set of the Bid Documents will be furnished for the deposit sum stated in the Invitation for Bids.
- 1.6 All requests for mailing of Bid Documents shall be accompanied by a separate nonrefundable mailing fee in the amount stated in the Invitation for Bids. The mailing fee shall be in cash or a separate check made payable to the Engineer. One (1) set of Bid Documents will be mailed for the mailing fee stated in the Invitation for Bids.
- 1.7 CONTRACTOR may request to download bid documents for free by contacting the Engineer
- 1.8 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.
- 1.9 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 cleaning and lining approximately five thousand and twenty (5,020) linear feet of twelve (12) inch diameter water main liner and approximately one thousand seven hundred (1,700) feet of ten (10) inch diameter water main.
- 2.2 The location of work of this project is in South Main Street and West Street 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.

4. FORM OF BID:

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

- 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 <u>Bid</u> 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 <u>Bid</u> 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 Only Bids from CONTRACTORS experienced in installation sewage pump stations and gravity and pressure sewage collection piping systems, or utilization of experienced subcontractors will be favorably considered by the OWNER, and each Bidder shall include in the space provided in the Bid, evidence of such 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 will have ten (10) successfully completed water main cleaning and cement lining projects and have a minimum of five (5) successful years of experience in water main cleaning and lining 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.

11. COMPARISON OF BIDS:

- 11.1 The Bid form includes base bid items for the twelve (12) inch diameter cleaning and lining work and Add items for ten (10) inch diameter cleaning and lining work in West Street.
- 11.2 All Bids will be compared first 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 Base <u>Bid</u> Items. If available funds exceed the Base Bid amount, the Owner will then compare bids based on the total bid for Base Bid items plus all of the Add Items.
- 11.3 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:

Pursuant to M.G.L. c. 30, §39M, award of the Contract will be made to the lowest 13.1 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 <u>one hundred percent</u> (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 It is the intention of this Contract to complete the South Main Street (Base Bid) work, in operating condition as soon as practicable, but not later than one hundred and fifty (150) consecutive calendar days after the start date to be indicated on the Notice to Proceed.
- 19.3 If the Add Item work for West Street is awarded by the Owner then all Base and Add item work to be completed in operating condition as soon as practicable, but no later than two hundred (200) consecutive calendar days after the start date to be indicated in the Notice to Proceed.
- 19.4 The Successful Bidder agrees to pay as liquidated damages, the sum of four hundred (\$400.00) per day for each calendar day beyond allowable calendar days, for which all work included in the Contract Documents is not substantially completed and agrees that this sum is not contingent upon any financial losses incurred by the OWNER due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from CONTRACTOR'S payment.
- 19.4 It is the intention of the Contract to require the CONTRACTOR to commence work and to continue working on a continuous basis until complete.
- 19.6 CONTRACTOR to schedule the work in a way that will minimize water main downtime and will proceed on a continual basis until all work is complete.
- 19.5 For this project, substantially complete shall be considered when all water mains are on line with disinfection procedures and water tests indicating no bacteria present.

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.
- Not withstanding 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 Not withstanding 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:

The construction project is as shown on the Contract Drawings entitled "South Main Street Water Main Cleaning and Lining" prepared by the Engineer.

22. UNBALANCED BIDS:

- 22.1 A Bidder shall not submit unbalanced prices for any of the Bid items on the <u>Bid</u>. 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 <u>Bid</u> 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:

All permits for work within the project limits shall be obtained by the Successful Bidder. Owner will waive all permit fees.

26. MINIMUM PREVAILING WAGE RATES:

- 26.1 Minimum Prevailing Wage Rates (Heavy Construction) as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, (the Prevailing Wage Act) apply to this project. It is the responsibility of the CONTRACTOR, before Bid opening, to request if necessary, any additional information on Minimum Prevailing Wage Rates for those tradespeople who are not covered by the following schedule of prevailing wage rates, but who may be employed for the proposed work under this Contract.
- 26.2 Minimum prevailing wage rates to be used for this Contract are contained in Part I of the Supplementary Conditions.
- 26.3 Regulations for the Prevailing Wage Act state that payment of compensation to workmen for work performed on public work on a lump sum basis, piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act regardless of the average hourly 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 <u>Bid</u> 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.

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

30. PRICE ADJUSTMENTS FOR SPECIFIC MATERIALS

30.1 In accordance with the requirements of Chapter 30, Section 38A of the General Laws of Massachusetts, Municipal Contracts for water and sewer projects bid under Chapter 30 Section 39M shall include a price adjustment clause for each of the following: fuel, both diesel and gasoline; liquid asphalt; and Portland cement contained in cast-in-place concrete. Details and baseline prices are provided in Section 01015.

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

BID

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CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

BID

The undersigned, as Bidder, declares that all persons or parties interested in this Bid as principals are named herein; that this Bid is bona fide, fair, and made without collusion or fraud with any person (As used in this section, the word "person" shall mean any natural person, business, joint 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 will be completed in operating condition as soon as practicable, but no later than one hundred and fifty (150) consecutive calendar days thereafter, if only Base Bid work is awarded, two hundred (200) consecutive calendar days if both Base Bid and Add item work (West Street) is awarded, unless an extension of time is granted. Bidder further agrees to pay as liquidated damages, the sum of Four Hundred Dollars (\$400.00) for each consecutive calendar day thereafter that all the work, is not substantially 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.

	#1	#2	#3		
For all Work	presented in the	Bid Documents	s, Bidder subn	nits the followi	ng Bid:

Bidder acknowledges receipt of Addenda:

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

BID FORM

M) <u>.</u>	DESCRIPTION			<u>AMOUNT</u>
	For Mobilization, the total lump sum price of			
		=	\$	
	(Lump Sum Price in Words)			
	(Maximum Bid Price for this Item is 7.5% o	f the Total E	Bid)	
	For Additional Excavation, the unit price of			
	(Unit Price in Words)			
	per cubic yards for an estimated quantity of			
	15 c.y. x \$ (Unit Price in Figures)	=	\$	<u>.</u>
	(Unit Price in Figures)			
	For Process Gravel, the unit price of			
	(Unit Price in Words)			
	per cubic yards for an estimated quantity of			
	150 c.y. x \$		\$	
	(Unit Price in Figures)			
	For Ordinary and Select Borrow, the unit price of			
	(Unit Price in Words)			
	per cubic yards for an estimated quantity of			

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

BID FORM

ITEM NO.	DESCRIPTION			AMOUNT
<u>110.</u>	<u>DESCRIPTION</u>			AMOUNT
1.	For Mobilization, the total lump sum price of			
		=	\$	
	(Lump Sum Price in Words)		* <u></u>	
	(Maximum Bid Price for this Item is 7.5% o	f the Total I	Bid)	
2.	For Additional Excavation, the unit price of			
	(Unit Price in Words)			
	(Olit Frice in Words)			
	per cubic yards for an estimated quantity of			
	15 c.y. x \$	=	\$	
	15 c.y. x \$ (Unit Price in Figures)			
3.	For Process Gravel, the unit price of			
	(Unit Price in Words)			
	per cubic yards for an estimated quantity of			
	150 c.y. x \$		\$	
	(Unit Price in Figures)			
4.	For Ordinary and Select Borrow, the unit price of			
	(Unit Price in Words)			
	per cubic yards for an estimated quantity of			

90 c.y. x \$	=	\$
90 c.y. x \$ (Unit Price in Figures)		`
For Miscellaneous Piping Pits, the unit price of		
(Unit Price in Words)		
per each for an estimated quantity of		
16 each x \$ (Unit Price in Figures)	==	\$
For Fittings the unit price of		
(Unit Price in Words)		
per lb for an estimated quantity of		
4,000 lb x \$ (Unit Price in Figures)		\$
(Unit Price in Figures)		
For 10 & 12 Inch D.I. Pipe the unit price of		
(Unit Price in Words)	***************************************	
per linear foot for an estimated quantity of		
255 l.f. x \$ (Unit Price in Figures)		\$
For 6 & 8 Inch D.I. Pipe the unit price of		
(Unit Price in Words)	······	
per linear foot for an estimated quantity of		
30 l.f. x \$	=	\$
(Unit Price in Figures)		

9. For 10 & 12 Inch Gate Valves the unit price of

(Unit Price in Words)		
per each for an estimated quantity of		
20 each x \$	_	\$
(Unit Price in Figures)		
6 & 8 Inch Gate Valves the unit price of		
(Unit Price in Words)	_	
per each for an estimated quantity of		
<u>5 each</u> x \$		\$
(Unit Price in Figures)		
For 10 & 12 Inch Solid Sleeves the unit price of		
(Unit Price in Words)	-	
per each for an estimated quantity of		
42 each x \$		\$
(Unit Price in Figures)		
For 6 & 8 Inch Solid Sleeves the unit price of		
(Unit Price in Words)	-	
per each for an estimated quantity of		
<u>6 each</u> x \$. =	\$
(Unit Price in Figures)		
For 10 & 12 Cleaning and Lining the unit price of		
(Unit Price in Words)		
per linear foot for an estimated quantity of		
5,620 l.f. x \$	=	\$
(Unit Price in Figures)		

For Temporary Water the lump sum price of		
	= \$	
(Lump Sum Price in Words)	7-	
For Trench Pavement the unit price of		
(Unit Price in Words)		
per ton for an estimated quantity of		
100 tons x \$ (Unit Price in Figures)	=	\$
For Trench Infra Red the unit price of		
(Unit Price in Words)		
per square yard for an estimated quantity of		
20 s.y. x \$ (Unit Price in Figures)	<u> </u>	\$
For Dust Control the unit price of		
(Unit Price in Words)		
per cwt for an estimated quantity of		
25 cwt x \$ (Unit Price in Figures)		\$
(Unit Price in Figures)		
For Sidewalk Replacement the unit price of		
(Unit Price in Words)		
per square yard for an estimated quantity of		
18 s.y. x \$ (Unit Price in Figures)	distant weeds	\$
(Unit Price in Figures)		

19.	For Electronic Message Sign the unit price of			
	(Unit Price in Words)			
	per days for an estimated quantity of			
	14 days x \$		=	\$
	14 days x \$ (Unit Price in Figures)	-		
20.	For 6-Inch Water Main to Elmwood the unit proce of			
	(Unit Price in Words)			
	per linear foot for an estimated quantity of			
	40 l.f. x \$ (Unit Price in Figures)		=	\$
OTA	AL BASE BID PRICE FOR BID COMPARISON	=	\$	
	(Base Contract Bid Price in Words)			
DD	ITONAL ADD ITEMS			
4.	For Process Gravel the unit price of			
	(Unit Price in Words)			
	per cubic yard for an estimated quantity of			
	25 c.y. x \$ (Unit Price in Figures)		===	\$
A.	For Ordinary and Select Borrow the unit price of			
	(Unit Price in Words)			

500 lbs x \$		\$
500 lbs x \$ (Unit Price in Figures)		•
A. For 10 Inch D.I. Pipe the unit price of		
(Unit Price in Words)		
per linear foot for an estimated quantity of		
50 l.f. x \$ (Unit Price in Figures)	=	\$
(Unit Price in Figures)		
For 6 and 10 Inch Gate Valve the unit price of		
(Unit Price in Words)		
per each for an estimated quantity of		
4 each x \$		\$
(Unit Price in Figures)		
For 6 & 10 Inch Solid Sleeve the unit price of		
(Unit Price in Words)		
per each for an estimated quantity of		
9 each x \$	=	\$
(Unit Price in Figures)		
10 Inch Cleaning and Lining the unit price of		
(Unit Price in Words)		
per linear foot for an estimated quantity of		
1,700 l.f x \$ (Unit Price in Figures)	=	\$
(Unit Price in Figures)		

8A. Temporary Water the Lump Sum price of

			=	\$	
	(Lump Sum Price in Words)			Ψ	
9A.	Trench Patch the unit price of				
	(Unit Price in Words)	_			
	per ton for an estimated quantity of				
	15 tons x \$ (Unit Price in Figures)	-	******	\$	
ADDI	TIONAL ITEMS TOTAL BID PRICE FOR BID COMPARI	SON			
		_ = \$			
	(Additional Bid Contract Bid Price in Words)				
rejecti	An unbalanced or unreasonable lump sum or unit price son of the Bid.	submitte	d her	ein may be grounds	for
of avai	Specific items of this Contract may be eliminated or redilable funding, at the OWNER'S option.	uced in	quant	ity to keep within li	mits
	EMENT OF EXPERIENCE: The undersigned as Bidder dec plished similar work in the following places:	lares tha	it he l	nas successfully	
1. Des	scription of Project				
	(Include type of project, total value of	f Contra	ct, da	te of	
comple	etion, etc.)				
Owner	& Contact Person				
	(Names, Addresses and Telephone No	os.)			
Engine	er & Contact Person				

2. Description of Project	
	(Include type of project, total value of Contract, date of
completion, etc.)	
Owner & Contact Person	(Names, Addresses and Telephone Nos.)
Engineer & Contact Person	
3. Description of Project	(Include type of project, total value of Contract, date of
completion, etc.)	
Owner & Contact Person	
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.)
Enginee	r & Contact Person
5. Desc	ription of Project
	(Include type of project, total value of Contract, date of
of comp	letion, etc.)
Owner &	Contact Person(Names, Addresses and Telephone Nos.)
	(Names, Addresses and Telephone 1908.)
Engineer	& Contact Person
NOTE:	Bidders may attach supplementary information, if necessary, to indicate the experience, organization and equipment available to undertake the Work in the event of an award of the Contract.
	The Bidder shall list below, the name/names of subcontractor, if other than Bidder, who shall perform work on the project, including but not limited to the subcontractor qualified as an Approved Concrete Specialty Contractor to do the concrete repairs.
	A
	B
	The Bidder shall submit a list of experience for above sub-contractor.

Each Bid shall be accompanied by a <u>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.</u>

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

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 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)		
(Corporation Name)		
(State of Incorporation)		
(Corporate Seal)		
Attest		_
(Secretary)		
Business Address:		_
Telephone Number: ()		_
Totophone Ivanioer.	Linan Address.	
Ear 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	<u>Bidder</u>	
	Address of Bidder	
Ву:		
	Signature	
	Printed Name	
	Printed Title	
	Date	

TAX COMPLIANCE CERTIFICATION

	undersigned hereby certifies under penalty of perjury omplied with all laws of the Commonwealth of Massachusetts
	ting of employees and contractors, and to the withholding and
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 1	<u>Bidder</u>		
Ac	ldress of Bido	ler	
By:			
	Signatur	e	
	Printed 1	Vame	
	Printed 7	Γitle	
	Date		

CERTIFICATE AS TO CORPORATE BIDDER

<u>I,</u>	certify that I am the	of the corporation
named as Bidder in the Bid included h	nerein; that	, who signed said Bid on behalf of
the Bidder was then	of said corporation; the	at I know his signature; that his signature
thereon is genuine and that said Bid w	vas duly signed, sealed and	executed for and in behalf of said
corporation by authority of its governi	ng body.	
(Corporate Seal)		
Name of Bidder		
Address of Bidder		
Telephone Number		
By: Signature		
Printed Name		
Printed Title		
Date		

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

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

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

Name of Bidder
Address of Bidder
Telephone Number
By:
Signature
Printed Name
Printed Title
Date

CERTIFICATE OF NON-DEBARMENT

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine or any other applicable debarment provisions of any other chapter of the General Law or any rule or regulation promulgated thereunder.

_(Company Name)	
(Signature title)	
Name of Bidder	
Address of Bidder	
By: Signature	
Printed Name	_
Printed Title	_
Date	_

CERTIFICATE OF FOREIGN CORPORATION

	n, by affixing his or her signature, the Bidder certifies that the M.G.L. c. 181, Section 4 to do business in the Commonwealth
Name of Bidder	_
Address of Bidder	_
By: Signature	_
Printed Name	_
Printed Title	_
Date	_

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

CONTRACT INSURANCE REQUIREMENTS

	re of the insurance requirements of this Contract and he/she is rance as specified, and that this Bid is prepared on the basis of
Name of Bidder	-
Address of Bidder	-
By:	_
Signature	
Printed Name	-
Printed Title	-
Date	-

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION

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

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

	Name of Bidder	
	Address of Bidder	······································
	Address of bidder	
By:		
	Signature	
	Printed Name	
	Printed Title	
	Date	

TOWN OF NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

BID BOND

(Na	me of Contractor)
(Address	s of Contractor)
a, hereinafter called PRINC	TPAL and (Corporation, Partnership, or Individu
(1	Name of Surety)
(A	ddress of Surety)
hereinafter called Surety, are held and firmly b	ound unto
Town of Natick, Massachusetts	
	Name of Owner)
Town Hall, 13 East Central Street, Natick, MA (Address of Ow)	
as OWNER in the total aggregate penal sum	,
	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 Cleaning and Lining of Water Mains in Natick, Massachusetts.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

ATTEST:	
	Principal
(Principal Secretary)	_
(SEAL)(s)	By Signature
Printed Name	
	Printed Title
(Address)	(Address)
	- (Surety)
ATTEST:	

	By
(Witness as to Surety)	Attorney-in-Fact Signature
	Printed Name
	Printed Title
(Address)	(Address)

If Contractor is partnership, all partners should execute Bond.

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

TOWN OF NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

CONTRACT SIGNING DOCUMENTS

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TOWN OF NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

NOTICE OF AWARD

		DATED
<u>To:</u>	BIDD	DER:
	ADD:	RESS:
Invita		ER has considered the Bid submitted by you for the above described Work in response to the Bids dated and Instructions to Bidders.
		re hereby notified that your Bid has been accepted in the amount of \$
of this		hall comply with the following conditions precedent within ten (10) calendar days of the date 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.
your b		e to comply with these conditions within the time specified will entitle OWNER to consider doned, to annul this Notice of Award and to declare your Bid Security forfeited.
	Five (5	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

Dated this ______ day of _________, 20 . Signature of Owner's Representative Printed Name Printed Title ACCEPTANCE OF NOTICE Receipt of the above NOTICE OF AWARD is hereby acknowledged By (Contractor) By Authorized Signature Printed Name Printed Title COPY TO ENGINEER

signed counterpart of the Agreement with the Contract Documents attached.

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

AGREEMENT

THIS AG	REEMENT made this	day of	in the year 20	, by and
	own of Natick, Massachusetts (her			
~			ing business as a (Corpo	oration,
Partnership or	Individual) hereinafter called "CC	NTRACTOR."		
	H: That for and in consideration of CONTRACTOR hereby agree as f		d agreements hereinafte	er mentioned,
ARTICLE 1.	<u>WORK</u>			
	CONTRACTOR shall commence defined in Article 8 herein. The V			e Contract
a.	Cleaning and lining of ten (10) an	d twelve (12) inc	h diameter water mains	·.
	CONTRACTOR shall furnish all a sary for the construction and comp			or, and other
ARTICLE 2. 1	<u>ENGINEER</u>			
ENGINEER ar responsibilities	The Project has been designed by Find who shall act as OWNER'S report, and who and shall have the right connection with completion of the	resentative, who s and authority as	shall assume all duties ssigned to ENGINEER	and in the Contract
ARTICLE 3. O	CONTRACT TIME			
ENGINEER w substantially co Bid work (Sou	CONTRACTOR shall commence ith the provisions of the Notice to emplete within one hundred and fith Main Street), or two hundred (2 work (West Street). Therefore the	Proceed and Confty (150) consecutive (00)	stract Documents. The stative calendar days there calendar days thereafter	work will be eafter for Base for all Base Bid

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:

TOTAL	CONTRACT	AMOUNT:	\$

Contractor's Bid is attached to this Agreement as an exhibit. Contract items are defined below.

CONTRACT PRICES

ITEM <u>NO.</u>	DESCRIPTION		NIT NTITY	PRICE	<u>AMOUNT</u>
1.	Mobilization	1	L.S.	\$	\$
2.	Additional excavation	15	C.Y.	\$	\$
3.	Process Gravel	150	C.Y.	\$	\$
4.	Ordinary and Select Borrow	90	C.Y.	\$	\$
5.	Miscellaneous Piping Pits	16	EACH	\$	\$
6.	Fittings	4,000	L.B.	\$	\$
7.	10 &12 Inch D.I. Pipe	255	L.F.	\$	\$
8.	6 & 8 Inch D.I. Pipe	30	L.F.	\$	\$
9.	10 & 12 Inch Gate Valves	20	EACH	\$	\$
10.	6 & 8 Inch Gate Valves	5	EACH	<u>\$</u>	\$
11.	10 & 12 Inch Solid Sleeves	42	EACH	\$	\$
12.	6 & 8 Inch Solid Sleeves	6	EACH	\$	\$

13.	10 & 12 Cleaning and Lining	5,620	L.F.	\$	\$
14.	Temporary Water	1	L.S.	\$	\$
15.	Trench Pavement	100	TONS	\$	\$
16.	Trench Infra Red	20	S.Y.	\$	\$
17.	Dust Control	25	C.W.T	\$	\$
18.	Sidewalk Replacement	18	S.Y.	\$	\$
19.	Electronic Message Sign	14	DAYS	\$	\$
20.	6-Inch to Elmwood	40	L.F.	\$	\$
	ITIONAL ITEMS			ITRACT AMOUNT <u>\$</u>	
ADD ITEM <u>NO.</u>		UN	AL BASE CON NIT NTITY	TRACT AMOUNT <u>\$</u> PRICE	AMOUNT
ITEM	1	UN	NIT		AMOUNT \$
ITEM <u>NO.</u>	I <u>DESCRIPTION</u>	UN QUAI	NIT NTITY	<u>PRICE</u>	
ITEM <u>NO.</u> 1A.	I <u>DESCRIPTION</u> Process Gravel	UN QUAN 25	NIT <u>NTITY</u> C.Y.	PRICE \$	\$
ITEM <u>NO.</u> 1A. 2A.	DESCRIPTION Process Gravel Ordinary and Select Borrow	UN QUAN 25 25	JIT NTITY C.Y. C.Y.	<u>PRICE</u> \$	<u>\$</u>
ITEM NO. 1A. 2A. 3A.	DESCRIPTION Process Gravel Ordinary and Select Borrow Fittings	UN QUAN 25 25 25 500	NIT NTITY C.Y. C.Y. L.B.	<u>PRICE</u> \$ \$ \$	\$ \$ \$

1,700 L.F.

1

15

L.S.

TONS

TOTAL ADDITIONAL ITEMS CONTRACT AMOUNT \$

10 inch Cleaning and Lining

Temporary Water

Trench Pavement

7A.

8A.

9A.

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 Specifications consisting of divisions 0-3, as listed in table of contents
- 8.12 Construction Drawings
- 8.13 Addenda numbers to , inclusive.
- 8.14 Change Order

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 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 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 (5) percent. 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 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:	<u>CONTRACTOR:</u>
Town of Natick, Massachusetts	Printed Name of CONTRACTOR
The Natick Board of Selectmen	
Jonathan H. Freedman, Chairman	Signature
Susan G. Salamoff, Vice Chairman	Printed Name
Richard P. Jennett, Jr., Clerk	Printed Title
Amy K. Mistrot	
Michael J. Hickey, Jr.	
Dated:	Dated:
	[CORPORATE SEAL]
	Attest

Owner Address for giving notices:	Contractor Address for giving notices:
Board of Selectmen	
Natick Town Hall	
13 East Central Street	
Natick, MA 01760	
CERTIFICATE OF	APPROPRIATION
appropriation in the amount of this Agreement is a	G.L. Chapter 44, Section 31C, this is to certify that an available therefore, and that the Natick Board of at and to approve all requisitions and execute change
Arti P. Mehta	
Comptroller, Town of Natick	Date
APPROVED AS TO FORM ONLY (AND NOT A	AS TO SUBSTANCE):
John P. Flynn, Esq.	Date

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

CERTIFICATE OF CORPORATE AUTHORIZATION

l,	, Clerk of	, a	corporation organized
pursuant to	state law, which m	aintains its principa	corporation organized al office at
	hereby certify that at	a meeting of the Bo	oard of Directors of
	(the "Corporation") du	ly held on	,, at which as the earlier than Lease)
		(Date m	ust be earlier than Lease)
A quorum was pres	sent and voting throughout, the	following vote was	s duly passed and is now in full force
and effect:		-	• •
"VOTED: That		be and he	ereby is
(Na	me of Officer authorized to si	gn for Corporation	on)
			f this Corporation to sign seal with
the corporate seal,	execute, acknowledge and deliv	ver all contracts, bo	nds and other obligations of the
			vn of Natick, Massachusetts, 13 East
			, lease, bond or obligation by such
,		to be valid and bin	· · · · · · · · · · · · · · · · · · ·
	(Name of Officer)		
upon this Corporat	•	certificate of the Cl	erk of this Corporation setting forth
	elivered to the Town of Natick.		on or and corporation seeing form
I further certify that			
Tarmer vertily tha	•		
	(Name of Officer)		
	(I take of Officer)		
is duly elected		of said	Corporation.
	(Title)	OI baid	corporation.
	(1100)		
Signed:			
Printed Name:			
Printed Title:	(Clerk- Secretary)		
2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	(Clerk Secretary)		
Date:			
Dute.			
Place of Business:			
Tace of Dasmess.	AFFIX (CORPORATE SEA	ΔT
	AITIX	CORT ORATE BEA	L
COUNTERSIGNA	TIDE.		
COUNTERBIONA		Title of Officer)	· · · · · · · · · · · · · · · · · · ·
	(Ivame ana x	the of Officer)	
Date:			
	a clark or Sacratami is the same	nerson as the Office	er authorized to sign that contract
			tersigned by another officer of the
	joi the Corporation, this certif	icaie musi de coun	craighed by unbiner officer of the
Corporation.			

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

Contractor's Certification

	Name of Project
	ontractor will not be eligible for award of a contract unless such contractor has submitted the owing 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

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

Subcontractor's Certification

	Name of Project
exec	r to the award of any subcontract, regardless of tier, the prospective Subcontractor must ute and submit to the contractor the following certification, which is deemed a part of the ting 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
	Data

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.

TOWN OF NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

Dated		20	
To:			
	(Contractor)		
	(Address)		
	, 2018, on or before one hundred and fifty (150) substantially	Vork in accordance with the Agreement dated, 2018. You are to complete the Work within y complet and two hundred (200) consecutive calendar d final completion. The date of final Contract time is	— ays
	OWNER	: Town of Natick, Massachusetts	
		By (Authorized Signature)	
	Printed Name		
	Printed Title		

ACCEPTANCE OF NOTICE

Receipt of	the above Notice to Proceed	is hereby acknowledged by
this the	day of	20
Ву	(Authorized Signature)	
	Printed Name	
	Printed Title	

TOWN OF NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

PERFORMANCE BOND

	(Name of Contractor)
	(Address of Contractor)
a	hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)
	(Name of Surety)
	(Address of Surety)
hereinafter ca	lled Surety, are held and firmly bound unto
Town of Natio	ck, Massachusetts
	(Name of Owner)
Natick Town	Hall, 13 East Central Street, Natick, MA 01760
	(Address of Owner)
hereinafter cal	lled Owner, in the total aggregate penal sum of
	Dollars (\$

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. W-151 South Main Street Water Main Cleaning and Lining.

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.

an original, this day of	, 20
ATTEST:	
	Principal
(Principal Secretary)	
(SEAL)(s)	By
	Signature
	Printed Name
	Printed Title
	(Address)
	(Surety)
ATTEST:	
(Witness of to Sameta)	Attantant in Foot Cinnet
(Witness as to Surety)	Attorney-in-Fact Signature
	Printed Name
	Printed Title
(Address)	

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond. IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

TOWN OF NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

PAYMENT BOND

	(Name of Contractor)	
	(Address of Contractor)	
a	, hereinafter called PRINCIPAL and (Corporation, Partnership, or I	ndividual)
	(Name of Surety)	
	(Address of Surety)	
hereinafter called	ed Surety, are held and firmly bound unto	
Town of Natick,	., Massachusetts	
	(Name of Owner)	
Natick Town Ha	all, 13 East Central Street, Natick, MA 01760	
	(Address of Owner)	
	ed Owner, and unto all persons, firms, and corporations who or which may fu	
who furnish mate	terials to perform as described under the contract and to their successors and penal sum of	assigns in the

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. W-151 South Main Street Water Main Cleaning and Lining.

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.

day of	20
ATTEST:	
	Principal
(Principal Secretary)	_
(SEAL)(s)	By
	Signature
	Printed Name
	Printed Title
	(Address)
	(Surety)
ATTEST:	
Зу	
Witness as to Surety)	Attorney-in-Fact Signature
	Printed Name
	Printed Title

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.

(Address)

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By







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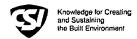
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Construction Specifications Institute

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American Council of Engineering Companies 1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers 1801 Alexander Bell Drive, Reston, VA 20191-4400

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

NOTE:

Highlighted text (Substantial Completion) indicates the paragraph has been amended. Stricken text indicates the paragraph has been deleted or superseded.

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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
- 1. Addenda--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
- 2. Agreement--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
- 3. Application for Payment--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 4. Asbestos--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 5. Bid-The offer or proposal of a Bidder submitted on the prescribed form-setting forth-the prices for the Work-to-be-performed.
- 6. Bidder-The-individual-or-entity-who-submits a-Bid-directly-to-Owner.
- 7: Bidding Documents—The Bidding Requirements—and—the—proposed—Contract—Documents (including-all-Addenda):
- 8. Bidding Requirements—The Advertisement or Invitation-to-Bid, Instructions-to-Bidders, bid-security-of acceptable—form, if any, and the Bid-Form-with-any supplements.

- 9. Change Order—A document recommended by Engineer—which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- 10. Claim--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- 11. Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- 12. Contract—Documents—Those—items—so designated-in-the-Agreement. Only-printed-or-hard-copies of—the—items—listed—in—the—Agreement—are—Contract Documents. Approved-Shop-Drawings, other Contractor's submittals, and the reports—and drawings—of subsurface and physical-conditions are not Contract Documents.
- 13. Contract Price--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
- 14. Contract Times--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
- 15. Contractor--The individual or entity with whom Owner has entered into the Agreement.
- 16. Cost of the Work--See Paragraph 11.01.A for definition.
- 17. Drawings--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- 18. Effective Date of the Agreement—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 19. Engineer--The individual or entity named as such in the Agreement.

- 20. Field Order--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
- 21. General Requirements--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
- 22. Hazardous Environmental Condition—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material—in—such quantities-or-circumstances-that-may-present-a-substantial danger—to—persons—or—property—exposed—thereto—in connection-with-the-Work-
- 23. Hazardous Waste--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 24. Laws and Regulations; Laws or Regulations-Any and all applicable laws, rules, regulations, ordinanees, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 25. Liens--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
- 26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 27. Notice of Award--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
- 28. Notice to Proceed--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
- 29. Owner—The-individual-or-entity-with-whom Contractor-has-entered-into-the-Agreement-and-for-whom the-Work-is-to-be-performed.
 - 30. *PCBs*--Polychlorinated biphenyls.
- 31. Petroleum.-Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

- 32. Progress Schedule--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- 33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- 34. Project Manual--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
- 35. Radioactive Material--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 36. Related Entity -- An officer, director, partner, employee, agent, consultant, or subcontractor.
- 37. Resident Project Representative--The authorized representative of Engineer who may be assigned to the Site or any part thereof.
- 38. Samples--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 39. Schedule of Submittals--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
- 40. Schedule of Values--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- 41. Shop Drawings-All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 42. Site--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
- 43. Specifications--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

- 44. Subcontractor--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- 45. Substantial—Completion—The-time—at—which the—Work—(or—a-specified—part—thereof)—has—progressed—to the point—where, in-the-opinion-of-Engineer, the-Work—(or a—specified—part—thereof)—is—sufficiently—complete,—in accordance—with—the—Contract—Documents,—so—that—the Work—(or—a-specified—part—thereof)—can—be—utilized—for—the purposes—for—which—it—is—intended. The terms "substantially complete" and "substantially—completed" as—applied—to—all or—part—of—the—Work—refer—to—Substantial—Completion thereof.
- 46. Successful Bidder—The-Bidder-submitting-a responsive-Bid-to-whom-Owner-makes-an-award.
- 47. Supplementary Conditions--That part of the Contract Documents which amends or supplements these General Conditions.
- 48. Supplier.-A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 49. Underground Facilities--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 50. *Unit Price Work*--Work to be paid for on the basis of unit prices.
- 51. Work--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 52. Work-Change-Directive--A-written-statement to-Contractor-issued-on-or-after-the-Effective-Date-of-the Agreement-and-signed-by-Owner-and-recommended-by Engineer-ordering-an-addition, deletion, or-revision-in-the Work, or responding to differing or unforeseen subsurface or-physical-conditions-under-which-the-Work-is-to-be performed-or-to-emergencies. A-Work-Change-Directive will-not-change-the-Contract-Price-or-the-Contract-Times

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

1.02 Terminology

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

B. Intent of Certain Terms or Adjectives

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

C. Day

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

D. Defective

- 1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents,
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

- 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

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

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

2.04 Starting the Work

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

2.05 Before Starting Construction

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
- 1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
- 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

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

2.07 Initial Acceptance of Schedules

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

- 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
- 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
- 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or tradeusage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
- 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

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

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

- 1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
- 2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
- 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

- 1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work

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

- 3.04 Amending and Supplementing Contract Documents
- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
- 2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
- 3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

- A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:
- 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
- 2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.
- B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

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

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

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 Availability of Lands

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

- B. Upon-reasonable-written-request, Owner-shall furnish-Contractor-with-a-current-statement-of-record-legal title-and-legal-description-of-the-lands-upon-which the Work-is-to-be-performed-and-Owner's-interest-therein-as necessary-for-giving-notice-of-or-filing-a-mechanic's-or construction-lien-against-such-lands-in-accordance-with applicable-Laws-and-Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

- A. Reports and Drawings: The Supplementary Conditions identify:
- 1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
- 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

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

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

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

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

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

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

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

C. Possible Price and Times-Adjustments

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

a.-such-condition-must-meet-any-one-or-more-of the-oategories-described-in-Paragraph-4.03.A;

b.-with-respect to-Work-that-is-paid-for-on-a-Unit Price-Basis, any-adjustment-in-Contract-Price will-be-subject-to-the-provisions-of-Paragraphs 9:07-and-11:03.

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

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

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

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

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

4.04 Underground Facilities

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

- 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data.
 - b. locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

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

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

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

4.05 Reference Points

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

4.06 Hazardous Environmental Condition at Site

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

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

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

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

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

- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

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

5.03 Certificates of Insurance

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

5.04 Contractor's Liability Insurance

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

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

- 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts:
- 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
- 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
- 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

- 3. include completed operations insurance;
- 4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
- 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
- 6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
- 7. with respect to completed operations insurance, and any insurance coverage written on a claimsmade basis, remain in effect for at least two years after final payment.
 - a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 Owner's Liability Insurance

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

5.06 Property Insurance

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

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

- 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious earthquake, mischief. collapse. debris removal. demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
- 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
- 5. allow for partial utilization of the Work by Owner;
 - 6. include testing and startup; and
- 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B.—Owner—shall—purchase—and—maintain—such boiler—and—machinery—insurance—or—additional—property insurance—as—may—be—required—by—the—Supplementary Conditions—or—Laws—and—Regulations—which—will—include the—interests—of—Owner,—Contractor,—Subcontractors,—and Engineer,—and—any—other—individuals—or—entities—identified in—the—Supplementary—Conditions,—and—the—officers, directors,—partners,—employees,—agents,—consultants—and subcontractors—of—each—and—any—of—them,—each—of—whom—is deemed—to—have—an—insurable—interest—and—shall—be-listed—as an—insured—or—additional—insured.
- C. All-the-policies-of-insurance-(and-the-certificates-or-other-evidence-thereof) required to be purchased and-maintained-in-accordance-with-Paragraph-5.06-will contain-a-provision-or-endersement-that-the-ceverage afforded-will-not-be-canceled-or-materially-changed-or renewal-refused-until-at-least-30-days-prior-written-notice has-been-given-to-Owner-and-Contractor-and-to-each-other additional-insured-to-whom-a-certificate-of-insurance-has been-issued-and-will-contain-waiver-provisions-in-accordance-with-Paragraph-5.07:
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph—5.06—to—protect—the—interests—of—Contractor, Subcontractors, or others-in-the-Work-to-the extent of any

deductible—amounts—that—are—identified—in—the—Supplementary—Conditions.—The—risk—of—loss—within—such identified-deductible-amount-will-be-borne-by-Contractor, Subcontractors, or others-suffering—any-such—loss, and—if any-of—them—wishes—property—insurance—coverage—within the—limits—of—such—amounts,—each—may—purchase—and maintain—it-at the-purchaser2s-own-expense.

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

5.07 Waiver of Rights

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

B. Owner-waives-all-rights-against-Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any-of-them-for: 1.-loss-due-to-business-interruption, loss-of-use, or-other-consequential-loss-extending-beyond-direct physical-loss-or-damage-to-Owner's-property-or-the-Work eaused-by, arising-out-of, or-resulting-from-fire-or-other perils-whether-or-not-insured-by-Owner; and

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

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

5.08 Receipt and Application of Insurance Proceeds

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

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

5.09 Acceptance of Bonds and Insurance; Option to Replace

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

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

5.10 Partial Utilization, Acknowledgment of Property Insurer

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

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

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

received_from_the_superintendent_shall_be_binding_on Contractor.

6.02 Labor; Working Hours

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

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

6.03 Services, Materials, and Equipment

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

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

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

6.04 Progress Schedule

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

- 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
- 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

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

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

 $\begin{array}{ll} a. & \text{-in--the--exercise--of--reasonable--judgment} \\ Engineer-determines-that: \end{array}$

- 1)—it—is—at—least—equal—in—materials—of construction,—quality,—durability,—appearance, strength, and-design-characteristics;
- 2)—it—will—reliably—perform—at—least equally-well-the-function-and-achieve-the-results imposed-by-the-design-concept-of-the-completed Project-as-a-functioning-whole,
- 3)-it-has a proven-record-of-performance and availability of responsive service; and
- b. Contractor-certifies-that, -if-approved-and incorporated into-the-Work:
- 1)-there-will-be-no-increase-in-cost-to the Owner-or-increase-in-Contract-Times, and

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

2. Substitute Items

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
- 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;

2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
- b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

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

3) will identify:

- a) all variations of the proposed substitute item from that specified, and
- b) available engineering, sales, maintenance, repair, and replacement services:
- 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

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

- F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.
- 6.06 Concerning Subcontractors, Suppliers, and Others
- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation, Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
- 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor
- 2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

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

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an approagreement between Contractor and Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

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

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

6.08 Permits

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

6.09 Laws and Regulations

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

- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

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

6.11 Use of Site and Other Areas

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

- 1.—Contractor—shall—confine—construction—equipment, the storage—of—materials—and—equipment, and—the operations—of—workers—to—the—Site—and—other—areas permitted—by—Laws—and—Regulations, and—shall—not unreasonably—encumber—the—Site—and—other—areas—with construction—equipment—or—other—materials—or—equipment. Contractor—shall—assume—full—responsibility—for—any damage—to—any—such—land—or—area, or—to—the—owner—or occupant—thereof,—or—of—any—adjacent—land—or—areas resulting—from—the—performance—of—the—Work.
- 2. Should any claim-be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim-by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor-shall-indemnify and hold harmless-Owner-and-Engineer, and the officers, directors, employees, partners. agents, consultants subcontractors-of-each-and-any-of-them-from-and-against all-claims, costs, losses, and-damages (including-but-not limited-to-all-fees-and-charges-of-engineers, architects, attorneys, and other professionals and all court or arbitration-or-other-dispute-resolution-costs)-arising-out-of or relating to any claim or action, legal or equitable, brought-by-any-such-owner-or-occupant-against-Owner; Engineer, or any other-party-indemnified-hereunder-to-the extent-eaused-by-or-based-upon-Contractor's-performance of the Work.
- B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 Record Documents

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

6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 1. all persons on the Site or who may be affected by the Work;
- 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site: and
- 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All-damage, injury, or-loss-to-any-property referred-to-in-Paragraph-6.13.A.2-or-6.13.A.3-caused, directly-or-indirectly, in-whole-or-in-part, by-Contractor, any-Subcontractor, Supplier, or-any-other-individual-or entity-directly-or-indirectly-employed-by-any-of-them-to perform-any-of-the-Work, or-any-one-for-whose acts any-of them-may-be-liable, shall-be-remedied-by-Contractor (except-damage-or-loss-attributable-to-the-fault-of-Draw-

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

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

6.14 Safety Representative

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

6.15 Hazard Communication Programs

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

6.16 Emergencies

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

6.17 Shop Drawings and Samples

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

1. Shop Drawings

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

- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
- 2. Samples: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
 - a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
 - c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
 - d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

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

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

D. Engineer's Review

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- 3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

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

6.18 Continuing the Work

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

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

6.19 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
- 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
- 2. recommendation by Engineer or payment by Owner of any progress or final payment;
- 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
- 4. use or occupancy of the Work or any part thereof by Owner;
- 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor—shall—indemnify—and hold harmless Owner-and-Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals—and—all—court—or

arbitration-or-other-dispute-resolution-costs) arising-out-of or-relating-to-the-performance-of-the-Work, provided that any-such-claim, cost, loss, or-damage-is-attributable-to bodily-injury, sickness, disease, or-death, or-to-injury-to-or destruction-of-tangible-property-(other-than-the-Work itself), including-the-loss-of-use-resulting-therefrom-but only-to-the-extent-caused-by-any-negligent-act-or-omission of-Contractor, any-Subcontractor, any-Supplier, or-any individual-or-entity-directly-or-indirectly-employed-by-any of-them-to-perform-any-of-the-Work-or-anyone-for-whose acts-any-of-them-may-be-liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20. A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under-Paragraph 6.20.A shall-not-extend to the liability of Engineer—and—Engineer's—officers,—directors,—partners, employees, agents, consultants-and-subcontractors arising out-of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving-directions-or-instructions, or-failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

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ARTICLE 7 - OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If-such-other-work-is-not-noted-in-the-Contract-Documents, then:

1. written—notice—thereof—will—be—given—to Contractor-prior to starting any such other-work; and

2.-if-Owner-and-Contractor-are-unable-to-agree on-entitlement-to-or-on-the-amount-or-extent, if-any, of any-adjustment-in-the-Contract-Price-or-Contract-Times that-should-be-allowed-as-a-result-of-such-other-work, a Claim-may-be-made-therefor-as-provided-in-Paragraph 10.05.

B.-Contractor-shall-afford-each-other-contractor who is a party-to-such a direct-contract, each-utility-owner and—Owner,—if—Owner—is—performing—other—work—with Owner's-employees,—proper-and-safe access-to-the-Site, a reasonable-opportunity-for-the-introduction-and-storage-of materials-and-equipment-and-the-execution-of-such-other work, and-shall-properly-coordinate-the-Work-with-theirs. Contractor-shall-do-all-cutting, fitting, and-patching-of-the Work—that—may—be—required—to—properly—connect—or otherwise—make—its—several—parts—come—together—and

properly-integrate-with-such-other-work. Contractor-shall not-endanger-any-work-of-others-by-cutting, excavating, or-otherwise-altering-their-work-and-will-only-cut-or-alter their-work-with-the-written-consent-of-Engineer-and-the others-whose-work-will-be-affected. The-duties-and responsibilities-of-Contractor-under-this-Paragraph-are-for the-benefit-of-such-utility-owners-and-other-contractors-to the-extent-that-there-are-comparable-provisions-for-the benefit-of-Contractor-in-said-direct-contracts-between Owner-and-such-utility-owners-and-other-contractors.

C. If-the-proper-execution-or-results-of-any-part of-Contractor's Work-depends-upon-work-performed-by others-under-this-Article-7, Contractor-shall-inspect-such other-work-and-promptly-report-to-Engineer-in-writing any delays, defects, or-deficiencies-in-such-other-work-that render—it—unavailable—or—unsuitable—for—the—proper execution-and-results-of-Contractor's Work. Contractor's failure-to-so-report-will-constitute-an-acceptance-of-such other-work—as—fit—and—proper—for—integration—with Contractor's—Work—execpt—for—latent—defects—and deficiencies-in-such-other-work.

7.02 Coordination

A.-If-Owner-intends-to-contract-with-others-for the-performance-of-other-work-on-the-Project-at-the-Site, the-following-will-be-set-forth-in-Supplementary-Conditions:

- 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
- 2. the specific matters to be covered by such authority and responsibility will be itemized; and
- 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary—Conditions, Owner—shall—have—sole authority and responsibility for such coordination.

7.03 Legal-Relationships

A. Paragraphs 7.01.A-and 7.02 are not applicable for utilities not under the control of Owner.

B.—Each-other-direct-contract-of-Owner-under Paragraph-7.01.A-shall-provide that the other-contractor-is liable-to-Owner-and-Contractor-for-the-reasonable-direct delay-and-disruption-costs-incurred-by-Contractor-as-a result-of-the-other-contractor's actions-or-inactions.

C.—Contractor—shall-be-liable-to-Owner-and-any other—contractor—for—the—reasonable—direct—delay—and disruption—costs—incurred—by—such—other—contractor—as—a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 Insurance

A.-Owner's-responsibilities, if any, in-respect to purchasing-and-maintaining-liability-and-property-insurance are set forth-in-Article-5-

8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. Owner's-responsibility-in-respect-to-an-undiselosed-Hazardous-Environmental-Condition-is-set-forth-in Paragraph-4.06.

8.11 Evidence of Financial Arrangements

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

A. Engineer—will—be—Owner's representative during-the-construction-period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work, Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer-will-be-the-initial-interpreter-of-the requirements-of-the-Contract-Documents-and-judge-of-the acceptability-of-the-Work-thereunder. All-matters-in question-and-other-matters-between-Owner-and-Contractor arising-prior-to-the-date-final-payment-is-due-relating-to the-acceptability-of-the-Work, and the interpretation-of-the requirements-of-the-Contract-Documents-pertaining-to-the performance-of-the-Work, will-be-referred-initially-to-Engineer-in-writing-within-30-days-of-the-event-giving-rise to-the-question
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized-Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner-may, at any-time or from time to time, order additions, deletions, or revisions in the Work-by-a-Change-Order, or a Work-Change-Directive: Upon-receipt-of-any-such-document, Contractor-shall

promptly-proceed-with-the-Work-involved-which-will-be performed-under-the-applicable conditions-of-the-Contract Documents (except-as otherwise-specifically-provided).

B. If Owner-and-Contractor-are-unable-to-agree on-entitlement-to, or-on-the amount-or-extent, if any, of an adjustment-in-the-Contract-Price-or-Contract-Times, or both, that-should-be-allowed-as-a-result-of-a-Work-Change Directive, a-Claim-may-be-made-therefor-as-provided-in Paragraph-10.05.

10.02 Unauthorized Changes in the Work

A-Contractor-shall-not-be-entitled-to-an-increase in-the-Contract-Price-or-an-extension-of-the-Contract Times-with-respect-to-any-work-performed-that-is-not required-by-the-Contract-Documents-as-amended, medified, or-supplemented-as-provided-in-Paragraph-3-04, except-in-the-ease-of-an-emergency-as-provided-in-Paragraph-6-16-or-in-the-ease-of-uncovering-Work-as provided-in-Paragraph-13-04-B.

10:03 Execution of Change Orders

A. Owner-and-Contractor-shall-execute-appropriate-Change-Orders-recommended-by-Engineer-covering:

1.-changes-in-the-Work-which are: (i)-ordered-by Owner-pursuant-to-Paragraph-10.01.A, (ii)-required because-of-acceptance-of-defective-Work-under Paragraph 13.08.A-or-Owner's-correction-of-defective-Work-under Paragraph-13.09, or (iii) agreed-to-by-the-parties;

2.—changes—in—the—Contract—Price—or—Contract Times—which—are agreed—to—by—the—parties,—including—any undisputed—sum—or—amount—of—time—for—Work—actually performed—in—accordance—with—a—Work—Change—Directive; and

3. changes—in—the—Contract—Price—or—Contract Times—which—embody—the—substance—of—any—written decision—rendered—by—Engineer—pursuant—to—Paragraph 10.05; provided—that,—in—lieu—of—executing—any—such Change—Order,—an—appeal—may—be—taken—from—any—such decision—in accordance—with—the—provisions—of the Contract Documents—and—applicable—Laws—and—Regulations,—but during—any—such—appeal,—Contractor—shall—carry—on—the Work—and—adhere—to—the—Progress—Schedule—as—provided—in Paragraph—6.18.A.

10.04 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

A. Engineer's Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer-shall-be-required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. Notice: Written notice-stating-the-general nature-of-each-Claim, shall-be-delivered-by-the-claimant-to Engineer and the other party to the Contract promptly (but in-no-event-later-than-30-days)-after-the-start-of-the-event giving-rise thereto. The responsibility-to-substantiate-a Claim-shall-rest-with-the-party-making-the-Claim. Notice of the amount-or-extent-of the Claim, with supporting data shall-be-delivered-to-the-Engineer-and-the-other-party-to the-Contract-within-60-days-after-the-start-of-such-event (unless-Engineer-allows-additional-time-for-claimant-to submit-additional-or-more-accurate-data-in-support-of-such Claim). A Claim-for-an-adjustment-in-Contract-Price-shall be-prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time-shall-be-prepared-in-accordance-with-the-provisions of-Paragraph-12.02.B. Each-Claim-shall-be-accompanied by elaimant's written statement that the adjustment elaimed-is-the-entire-adjustment-to-which-the-elaimant believes-it-is-entitled-as-a-result-of-said-event-The opposing-party-shall-submit-any-response-to-Engineer-and the-elaimant-within-30-days-after-receipt-of-the-elaimant's last-submittal-(unless-Engineer-allows-additional-time).

C. Engineer's Action: Engineer will review each Claim—and, within—30—days—after—receipt—of—the—last submittal—of—the opposing—party, if any, take one of the following actions in-writing:

1. deny-the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim-if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In-the event that Engineer-does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No-Claim-for-an-adjustment-in-Contract-Price or Contract-Times-will-be-valid-if-not-submitted-in accordance-with this Paragraph-10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

- 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
- 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
- 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

- 4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 - 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - e. Rentals-of-all-construction-equipment-and machinery, and the parts thereof-whether-rented from Contractor-or-others-in-accordance-with rental-agreements-approved-by-Owner-with-the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental-agreements. The rental-of-any-such-equipment, machinery, or parts-shall-cease when the use thereof-is-no-longer-necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone ealls, telephone service at the Site, expresses, and similar petty eash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. Costs Excluded: The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.
- C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a formacceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

- 1. Contractor agrees that:
- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

- 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
- 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
- 2. there is no corresponding adjustment with respect any other item of Work; and
- 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
- 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
- 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

- 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
- 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b.-for-costs-incurred-under-Paragraph-11.01.A.3, the Contractor's fee shall be five-percent;

e. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any—adjustment—of—the—Contract—Times covered—by—a—Change—Order—or—any—Claim—for—an adjustment—in-the—Contract—Times—will—be—determined—in accordance with the provisions of this Article—12.

12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner-shall employ-and-pay-for-the-services of an independent testing laboratory to perform all inspections, tests, or approvals-required-by-the Contract Documents-except:
- 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
- 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
- 3—as-otherwise-specifically-provided-in-the-Contract-Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

- 1. repair such defective land or areas; or
- 2. correct such defective Work; or
- 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
- 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.



ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications-for Payments

- 1. At-least-20-days-before-the-date-established-in the Agreement for each progress payment (but not more often-than-once-a-month), Contractor-shall-submit-to Engineer-for-review-an-Application-for-Payment-filled-out and-signed-by-Contractor-covering-the-Work-completed-as of-the-date-of-the-Application-and-accompanied-by-such supporting documentation as is required by the Contract Documents.-If-payment-is-requested-on-the-basis-of materials and equipment-not incorporated in the Work-but delivered-and-suitably-stored-at-the-Site-or-at-another location-agreed-to-in-writing, the-Application-for-Payment shall-also-be-accompanied by a bill of sale, invoice, or other-documentation-warranting-that-Owner-has-received the-materials-and-equipment-free-and-clear-of-all-Liens and-evidence-that-the-materials-and-equipment-are covered-by-appropriate-property-insurance-or-other arrangements-to-protect-Owner's-interest-therein, all-of which-must-be-satisfactory-to-Owner-
- 2.—Beginning—with—the—second—Application—for Payment,—each—Application—shall—include—an—affidavit—of Contractor—stating—that—all—previous—progress—payments received—on—account—of—the—Work—have—been—applied—on account—to—discharge—Contractor²s—legitimate—obligations associated—with-prior—Applications—for—Payment.
- 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

- 1. Engineer-will, within-10-days-after-receipt-of each-Application-for-Payment, either-indicate-in-writing a recommendation-of-payment-and-present-the-Application to—Owner-or-return—the-Application—to—Contractor indicating—in-writing—Engineer's-reasons—for-refusing—to recommend—payment.—In-the-latter-case, Contractor-may make—the—necessary—corrections—and—resubmit—the Application.
- 2. Engineer's-recommendation-of-any-payment requested-in-an-Application-for-Payment-will-constitute-a representation-by-Engineer-to-Owner, based-on-Engineer's observations-on-the-Site-of-the-executed-Work-as-an experienced-and-qualified-design-professional-and-on Engineer's-review-of-the-Application-for-Payment-and-the accompanying-data-and-schedules, that-to-the-best-of Engineer's-knowledge, information-and-belief:

a. the Work has progressed to the point indicated:

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

- e. the conditions-precedent-to-Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility-to-observe the Work.
- 3.-By-recommending-any-such-payment-Engineer will-not-thereby-be-deemed-to-have-represented-that:
 - a.—inspections—made—to-check—the—quality—or—the quantity—of—the—Work—as—it—has—been—performed have—been—exhaustive; extended—to-every—aspect of—the—Work—in—progress; or—involved—detailed inspections—of—the—Work—beyond—the—responsibilities—specifically—assigned—to—Engineer—in—the Contract-Documents; or
 - b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither-Engineer's review of Contractor's Work-for-the-purposes-of-recommending-payments-nor Engineer's recommendation of any payment, including final-payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control-the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety-precautions and programs incident thereto, or
 - e. for Contractor's failure to comply with Laws and—Regulations—applicable—to—Contractor's performance of the Work, or
 - d.-to-make-any-examination-to-ascertain-how-or for-what-purposes Contractor-has-used-the moneys-paid-on-account-of-the-Contract-Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer-may-refuse to-recommend the whole or-any-part-of-any-payment-if, in-Engineer's-opinion, it would-be-incorrect-to-make-the-representations-to-Owner stated in-Paragraph-14.02.B.2. Engineer-may also refuse to-recommend-any-such-payment-or, because-of-subsequently-discovered-evidence-or-the-results-of-subsequent

inspections-or-tests, revise-or-revoke-any-such-payment recommendation-previously-made, to-such-extent-as-may be-necessary-in-Engineer's opinion-to-protect-Owner-from loss-because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

e.-Owner-has-been-required-to-correct-defective Work-or-complete-Work-in-accordance-with Paragraph-13.09; or

d. Engineer—has—actual—knowledge—of—the occurrence of any of the events enumerated in Paragraph-15.02.A.

C. Payment-Becomes-Due

1. Ten-days-after-presentation-of-the-Application for-Payment-to-Owner-with-Engineer's-recommendation, the-amount-recommended-will-(subject-to-the-provisions of-Paragraph-14.02.D) become due, and when due will-be paid-by-Owner-to-Contractor.

D. Reduction-in-Payment

1. Owner-may-refuse to-make-payment-of-the-full amount-recommended-by-Engineer-because:

a. elaims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens-have-been-filed-in-connection-with-the Work, except-where-Contractor-has-delivered-a specific-bond-satisfactory-to-Owner-to-secure-the satisfaction-and-discharge-of-such-Liens;

 $e. there-are-other-items-entitling-Owner-to-a\\ set-off-against-the-amount-recommended; or$

d. Owner-has-actual-knowledge-of-the-occurrence of-any-of-the-events-enumerated-in-Paragraphs 14.02.B.5.a-through 14.02.B.5.c-or-Paragraph 15.02.A.

2. If Owner-refuses to make-payment of the full amount-recommended by Engineer, Owner will give Contractor—immediate—written—notice—(with—a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount—so withheld. Owner—shall—promptly—pay Contractor—the amount—so withheld, or any adjustment thereto—agreed—to—by—Owner—and—Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially eomplete, Engineer-will-deliver-to-Owner-a-tentative eertificate-of-Substantial-Completion-which-shall-fix-the date-of-Substantial-Completion. There-shall-be-attached-to the-certificate-a-tentative-list-of-items-to-be-completed-or corrected-before-final-payment. Owner-shall-have-seven days-after-receipt-of-the-tentative-certificate-during-which to-make-written-objection-to-Engineer-as-to-any-provisions of the certificate or attached list. If, after considering such objections, Engineer-concludes that the Work is not substantially-complete. Engineer-will-within-14-days-after submission of the tentative certificate to Owner notify Contractor-in-writing, stating-the reasons-therefor. If, after eonsideration-of-Owner's-objections, Engineer-considers the Work substantially complete, Engineer will within said-14-days-execute-and-deliver-to-Owner-and-Contractor a-definitive-certificate-of-Substantial-Completion-(with-a revised-tentative-list-of-items-to-be-completed-or-corrected)-reflecting-such-changes-from-the-tentative-certificate as-Engineer-believes-justified-after-consideration-of-any objections-from-Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Gompletion, Engineer's-aforesaid-recommendation-will be-binding-on-Owner-and-Contractor-until-final-payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
- 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
- 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
- 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
- 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14:07 Final-Payment

A. Application-for-Payment

- 1.—After—Contractor—has,—in—the—opinion—of Engineer,—satisfactorily—completed—all—corrections identified-during the final-inspection-and-has-delivered, in accordance-with-the-Contract Documents, all-maintenance and-operating-instructions, schedules, guarantees, bonds, certificates-or-other-evidence-of-insurance-certificates-of inspection, marked-up-record-documents (as-provided-in Paragraph-6.12), and other-documents, Contractor—may make—application—for—final—payment—following—the procedure-for-progress-payments.
- 2. The final Application for Payment-shall-be accompanied (except-as-previously-delivered)-by:

a. all-documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b-consent-of-the-surety, if-any, to-final-payment;

e.—a-list—of—all—Claims—against—Owner—that Contractor-believes-are-unsettled; and

d.—complete—and—legally—effective—releases—or wnivers-(satisfactory-to-Owner)—of-all-Lien-rights arising—out—of-or-Liens-filed—in-connection—with the-Work.

3. In-lieu-of-the-releases-or-waivers of Liens specified-in-Paragraph—14.07.A.2—and—as—approved—by Owner, Contractor-may-furnish-receipts-or releases-in-full and—an—affidavit—of-Contractor-that: (i)—the releases—and receipts—include—all—labor,—services,—material,—and equipment—for-which—a-Lien-could—be-filed; and—(ii)—all payrolls,—material—and—equipment—bills,—and—other indebtedness—connected—with—the-Work for which Owner or Owner's property-might—in-any-way be responsible have been—paid or otherwise satisfied. If any Subcontractor—or Supplier-fails—to-furnish—a-bond—or—receipt—in-full, Contractor—may—furnish—a-bond—or—other—collateral satisfactory—to-Owner—to-indemnify—Owner—against—any Lien.

B. Engineer's Review of Application—and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under—the—Contract—Documents—have—been—fulfilled, Engineer—will,—within—ten—days—after—receipt—of—the—final Application—for—Payment,—indicate—in—writing—Engineer's recommendation—of—payment—and—present—the—Application for—Payment—to—Owner—for—payment.—At—the—same—time Engineer—will—also—give—written—notice—to—Owner—and Contractor—that—the—Work—is—acceptable—subject—to—the provisions—of—Paragraph—14.09. Otherwise,—Engineer—will return—the—Application—for—Payment—to—Contractor,—indicating—in—writing—the—reasons—for—refusing—to—recommend—final payment,—in—which—case—Contractor—shall—make—the necessary—corrections—and—resubmit—the—Application—for Payment.

C. Payment-Becomes-Due

1. Thirty-days-after-the-presentation-to-Owner-of the Application-for-Payment-and-accompanying-decumentation, the amount recommended by Engineer, less any-sum-Owner-is-entitled-to-set-off-against-Engineer's recommendation, including-but-not-limited-to-liquidated damages, will-become due and , will-be-paid-by-Owner-to Contractor.

14.08 Final-Completion-Delayed

A. If, through no fault of Contractor, final eompletion-of-the-Work-is-significantly-delayed, and-if Engineer-so-confirms, Owner-shall, upon-receipt-of Contractor's final Application for Payment (for Work fully-completed-and-accepted)-and-recommendation-of Engineer, and-without-terminating-the-Contract, make payment-of-the-balance-due-for-that-portion-of-the-Work fully-completed-and-accepted-If-the-remaining-balance-to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the A-greement, and if bonds have been furnished as required in-Paragraph-5.01, the written-consent-of-the-surety-to-the payment-of-the-balance-due-for-that-portion-of-the-Work fully-completed-and-accepted-shall-be-submitted-by Contractor-to-Engineer-with-the Application-for-such payment. Such payment shall be made under the terms and-conditions-governing-final-payment, except-that-it shall-not-constitute-a-waiver-of-Claims-

14.09 Waiver of Claims

 $A. \ \ \, \textbf{The-making-and-acceptance-of-final-payment} \\ will-constitute:$

1.—a-waiver-of-all-Claims-by-Owner-against Contractor, except-Claims-arising-from-unsettled-Liens, from-defective-Work-appearing-after-final-inspection pursuant-to-Paragraph-14.06, from-failure-to-comply-with the-Contract-Documents-or-the-terms-of-any-special guarantees—specified—therein, or—from—Contractor's continuing-obligations-under-the-Contract-Documents; and

2. a waiver of all-Claims-by-Contractor against Owner other than those previously made in accordance

with-the-requirements-herein and expressly-acknowledged by-Owner in-writing-as-still-unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At-any-time-and-without-cause, Owner-may suspend-the Work-or-any-portion-thereof-for-a-period-of not-more than-90-consecutive-days-by-notice-in-writing to Contractor-and-Engineer-which-will-fix-the-date-on-which Work-will-be-resumed. Contractor-shall-resume-the-Work on-the-date-so-fixed. Contractor-shall-be-granted-an-adjustment-in-the-Contract-Price-or-an-extension-of-the-Contract Times, or both, directly attributable to any such suspension-if-Contractor-makes-a-Claim-therefor-as provided in Paragraph-10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for eause:

- 1. Contractor's persistent failure to perform the Work—in—accordance—with—the—Contract—Documents (including, but—not limited to, failure to supply sufficient skilled—workers—or—suitable—materials—or—equipment—or failure—to—adhere—to—the—Progress—Schedule—established under—Paragraph—2.07—as—adjusted—from—time—to—time pursuant-to-Paragraph-6.04);
- 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
- 3.—Contractor's—disregard—of—the—authority—of Engineer; or
- 4. Contractor's-violation-in-any-substantial-way of any-provisions-of-the-Contract-Documents.
- B. If one or more of the events identified in Paragraph 15.02. A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
- 1.—exelude—Contractor—from—the—Site,—and—take possession—of—the—Work—and—of—all—Contractor's—tools, appliances, construction—equipment, and—machinery at—the Site,—and—use—the—same—to—the—full—extent—they—could—be used—by—Contractor—(without—liability—to—Contractor—for trespass-or-conversion),
- 2.—incorporate—in—the—Work—all—materials—and equipment stored-at-the-Site-or-for-which-Owner-has-paid Contractor-but-which-are-stored-elsewhere, and

 ${\it 3.--} complete-the--Work--as--Owner--may--deem} \\ expedient.$

C. If Owner-proceeds-as-provided-in-Paragraph 15.02.B, Contractor shall not be entitled to receive any further-payment-until-the-Work-is-completed. If the unpaid-balance of the Contract Price exceeds all claims. costs, losses, and damages-(including-but-not-limited-to-all fees-and-charges-of-engineers, architects, attorneys, and other-professionals-and-all-court-or-arbitration-or-other dispute-resolution-costs)-sustained-by-Owner-arising-out of-or-relating-to-completing-the-Work, such-excess-will-be paid-to-Contractor.-If-such-claims; costs; losses, and damages-exceed-such-unpaid-balance, Contractor-shall pay the difference to Owner. Such claims, costs, losses. and-damages-incurred-by-Owner-will-be-reviewed-by Engineer as to their reasonableness and, when so approved-by-Engineer, incorporated-in-a-Change-Order. When exercising any rights or remedies under this Paragraph-Owner-shall-not-be-required-to-obtain-the lowest-price-for-the-Work-performed-

D.—Notwithstanding—Paragraphs 15.02.B—and 15.02.C, Contractor's services—will-not-be-terminated-if Contractor-begins within-seven-days of-receipt of-notice of-intent-to-terminate-to-correct-its-failure-to-perform-and proceeds-diligently-to-cure-such-failure-within-no-more than-30-days-of-receipt-of-said-notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability:

F.—If—and—to—the—extent—that—Contractor—has provided—a—performance—bond—under—the—provisions—of Paragraph—5.01.A, the termination procedures—of that—bond shall-supersede—the—provisions—of-Paragraphs—15.02.B, and 15.02.C.

15.03 Owner-May-Terminate-For-Convenience

A.-Upon-seven-days-written-notice to Contractor and Engineer, Owner-may, without-cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall-be paid-for (without-duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses-sustained-prior-to-the-effective-date of-termination-in-performing-services-and-furnishing labor, materials, or-equipment-as-required-by-the-Contract Documents-in-connection-with-uncompleted-Work, plus fair-and-reasonable-sums-for-overhead-and-profit-on-such expenses;

3.—all—claims,—costs,—losses,—and—damages (including—but—not—limited—to—all—fees—and—charges—of engineers,—architects,—attorneys,—and—other—professionals and—all—court—or—arbitration—or—other—dispute—resolution costs)—incurred—in-settlement—of-terminated—contracts—with Subcontractors, Suppliers, and-others; and

4. reasonable expenses directly attributable to termination.

B. Contractor-shall-not-be-paid-on-account-of-loss of-anticipated-profits-or-revenue-or-other-economic-loss arising-out-of-or-resulting-from-such-termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed-by-the-Construction-Industry-Mediation-Rules of the American-Arbitration-Association-in-effect-as-of-the Effective-Date-of-the-Agreement. The request-for mediation-shall-be-submitted-in-writing-to-the-American Arbitration-Association-and—the-other-party-to—the Contract. Timely-submission-of-the-request-shall-stay-the effect-of-Paragraph 10.95.E.

B.-Owner-and-Contractor-shall-participate-in-the mediation-process-in-good-faith. The process-shall-be concluded-within-60-days-of-filing-of-the-request. The date-of-termination-of-the-mediation-shall-be-determined by-application-of-the-mediation-rules-referenced-above.

C. If the Claim-is-not-resolved-by-mediation, Engineer's-action-under-Paragraph-10.05.C-or-a-denial pursuant-to-Paragraphs-10.05.C-3-or-10.05.D-shall-become final-and-binding-30-days-after-termination-of-the mediation-unless, within that time-period, Owner-or Contractor:

1.—elects—in—writing—to—invoke—any—dispute resolution—process—provided—for—in—the—Supplementary Conditions, or

2. agrees—with—the—other—party—to—submit—the Claim-to-another-dispute-resolution-process, or

3.-gives-written-notice-to-the-other-party-of-their intent-to-submit-the-Claim-to-a-court-of-competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling-Law

A: This-Contract is to-be-governed-by-the-law-of the state in which the Project is located:

17:06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these-General-Conditions.

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SECTION 00800

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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 Haley and Ward 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 \$1,000,000.

Disease - Policy Limit \$1,000,000.

Disease - Each Employee \$1,000,000.

- D-1 Provide Excess Umbrella for Liability Coverage. Use of Umbrella to meet other insurance limits will not be accepted. Limits for liability at a minimum shall be:
 - 1. Each Occurrence \$5,000,000
 - 2. General Aggregate \$5,000,000

Excess Liability Insurance, Umbrella Form shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

- E-1 Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.
- F-1 Certificates evidencing such insurance in five (5) copies shall be furnished to the Town of Natick at the execution of the Contract. Such certificates shall not merely name the types of policies provided, but shall specifically refer to the Contract and shall state that such insurance is as required by the Contract. With the certificates, the Contractor shall submit an insurance certification form from insurer/insurers, indicating that the coverages provided do in fact satisfy all the insurance requirements listed under ARTICLE 5 of the General Conditions, and the amendments thereto under the Supplementary Conditions. The insurance certification form is included in Part II of the Supplementary Conditions.

The Contractor shall also be required to provide to the Owner with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess umbrella liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

No insurance shall be obtained from an insurer which:

- a. is not licensed to sell insurance in the Commonwealth of Massachusetts;
- 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 <u>separate</u> Owner's Protective Liability policy, issued to Owner at the expense of Contractor, with the <u>Owner</u> and <u>Engineer</u> only as named insured. This insurance shall provide coverage for not less than the following amounts:

General Aggregate \$3,000,000.
 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 <u>Installation Floater</u> 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 <u>Builder's All-Risk</u> 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. Chapter149, 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	
	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;
 - 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 Subsubcontractor 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);
 if the net change is in addition to the contract price, it shall include the Contractor's overhead, superintendence, and profit. On any change which involves a net credit, no allowances for overhead, superintendence, and profit shall be figured;
- (5) plus actual direct premium cost of payment and performance bonds required of the Contractor and its Subcontractors, provided there will be an appropriate credit for bond premiums in the case of a credit Change Order.
- d. If unit prices are stated in the Contract Documents or subsequently agreed upon, or if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

SC-10.03 WORK PERFORMED UNDER PROTEST

The Contractor shall perform all work as directed by the Owner and if the Owner determines that certain work for which the Contractor has requested a Change Order does not represent a change in the Contract, or if the Contractor and Owner cannot agree to the amount of compensation for a Change Order, the Contractor shall perform said work under protest and shall follow the procedures described in the following subparagraphs a. and b.:

- a. If the Contractor claims compensation for a Change Order not approved by the Owner, the Contractor shall, on or before the first working day following commencement of any such work or sustaining of any such damage, submit to the Owner's representative a written statement of the nature of such work or damage sustained. The Contractor will not be entitled to compensation for any portion of its Change Order claim related to work performed prior to the Owner's receipt of the written statement referred to in the previous sentence.
- b. On or before the second (2nd) working day after the commencement of such work or sustaining of such damage, and daily thereafter, the Contractor shall file to the extent possible with the Engineer and the Owner itemized statements of the details and costs of such work performed or damage sustained; and unless such statements shall be made as so required, its claim

for such compensation shall be forfeited and invalid and it shall not be entitled to payment on account of any such work or damage.

c. The Owner shall have the right to reject Change Orders executed by the Contractor under a reservation of rights.

SC-10.04 COMPUTING TIME EXTENSIONS

Contract Time shall not be changed due to a delay in the Contractor's early completion date until all Contract Float is used and performance of the specified work necessarily extends beyond the Contract Time. An extension in Contract Time will not be approved unless the Contractor demonstrates through a detailed CPM schedule analysis that unforeseeable causes, beyond the control of and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers at any tier, led to performance or completion of all or part of the work beyond the corresponding Contract Time despite the Contractor's reasonable and diligent actions. If granted, an extension in Contract Time shall be the Contractor's sole and exclusive remedy for any delay, disruption, interference, hindrance, and associated costs, however caused.

SC-10.05 STATUTORY PROVISIONS – DIFFERING SITE CONDITIONS; TIMELY DECISIONS

The Contractor's attention is directed to M.G.L. c.30, Sections 39I, 39J, 39N, 39O, and 39P, the provisions of which apply to the Contract.

a. Differing Site Conditions, M.G.L. c.30, Section 39N.

If, during the progress of the work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents either the Contractor or the Owner may request an equitable adjustment in the Contract price applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions as discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Owner shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided

for in the plans and Contract Documents and are of such nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the work, the Owner shall upon submission by the Contractor of a properly submitted change order request, make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly.

b. Timely decision by the Owner. M.G.L. c.30, Section 39P.

Whenever the Contract requires the Owner or the Engineer to make a decision during construction of the Project on interpretation of the specifications, approval of equipment, material, or any other approval, or progress of the work, that decision shall be made promptly and, in the event, no later than thirty (30) days after receipt of a written submission for such decision by the Contractor, but if such decision requires extended investigation and study, the Owner or the Engineer shall, within thirty (30) days after the receipt of the submission, give the Contractor written notice of the reasons why the decision cannot be made within the thirty (30) day period and the date by which the decision will be made."

SC-10.06 CERTIFICATE OF APPROPRIATION

(Statutory reference: M.G.L. c.44 §31C)

The contract shall not be deemed to have been made until the auditor or accountant or other officer of the city or town having similar duties has certified thereon that an appropriation in the amount of the contract is available therefor and that an officer or agent of the city, town, or Awarding Authority has been authorized to execute said contract and approve all requisitions and change orders. No order to the Contractor for a change in or addition to the work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the Contractor is willing to perform without any increase in the contract price, shall be deemed to be given until the auditor or accountant, or other officer of the Awarding Authority having similar duties, has certified thereon that an appropriation in the amount of such order is available therefore: but such certificate shall not be construed as an admission by the Awarding Authority of its liability to pay for such work. The certificate of the auditor or accountant or other officer of the Awarding Authority having similar duties that an appropriation in the amount of the contract or in the amount of such order is available shall bar any defense by the Awarding Authority on the grounds of insufficient appropriation."

ARTICLE 11- COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

- SC-11.01-A In paragraph 11.01-A of the General Conditions, in the last sentence, delete the word "and", in the second last line, and insert at the end of the last sentence the following text ", and shall include no markup".
- SC-11.01-A In paragraph 11.01-A.1 of the General Conditions, in the last line, insert "in advance, in writing," between the words "authorized" and "by".
- SC 11.01-A Add the following paragraph at the end of paragraph 11.01-A.2 of the General Conditions:
 - "11.01-A.2.a. Only those materials required as a result of such Work and reasonable freight charges for delivery of same are allowable. Only the equipment and machinery required as a result of such Work is allowable. Costs for equipment and machinery shall be based upon the current Nielson/Dataquest Rental Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate the following shall apply:
 - a. For equipment already on the project the monthly prorated rental rate by the hourly use shall be applicable;
 - b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the Contractor's Fee as detailed in paragraphs 11.6 of the General Conditions.

(1 month (normal use) = 176 hours) (See 11.01-A.5.c. for equipment and machinery actually rented)."

Amend paragraph 11.01-A.5.a. of the General Conditions by adding the following language at the end of the paragraph:

", provided that the Contractor shall substantiate that this reimbursement payment is customarily considered normal to his operations."

Delete paragraph 11.01-A.5.c. of the General Conditions in its entirety and insert the following language in its place:

"11.01-A.5.c. All construction equipment and machinery and the parts thereof actually rented from others in accordance with rental agreements approved in advance, in writing, by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work."

Amend the first sentence of paragraph 11.01-A.5.f. of the General Conditions by striking out the following words:

"(except losses and damages within the deductible amounts of property insurance established by Owner in accordance with paragraph 5.06.D)."

and by deleting in the ninth line the word "negligence" and inserting in its place the words "act or omission".

Delete paragraph 11.01-A.5.h. of the General Conditions in its entirety.

- SC-11.01-B In paragraph 11.01-B.4 of the General Conditions, in the first line, insert "or willful misconduct" between the words "negligence" and "of".
- SC-11.01-D In paragraph 11.01-D of the General Conditions, in the first paragraph, third line, delete the word "will" and insert in its place the word "shall".
- SC-11.01-D Add the following paragraphs after paragraph 11.01-D of the General Conditions: "11.01-D.1. Executed change orders shall be submitted to Owner in triplicate on the Change Order Form included in Part II of the Supplementary Conditions, and to the format of the Example Calculation Sheet also located in Part II of the Supplementary Conditions.
 - 11.01-D.2. The Contractor shall include three (3) copies of invoices to substantiate all costs for materials and equipment directly associated with work involved in the change order.
 - 11.01-D.3. The Contractor shall include three (3) copies of labor summary to include name, classification, wage and date for all personnel directly involved in the work associated with the change order."

ARTICLE 12 – CHANGE OF CONTRACT PRICE: CHANGE OF CONTRACT TIMES

SC-12.01 In paragraph 12.01-A of the General Conditions, last line, delete "10.05" and insert in its place "10.03".

- SC-12.01 Delete paragraphs 12.01-C.2.a, through 12.01-C.2.c. of the General Conditions.
- SC-12.01-C Paragraphs 12.01-C.2.d. through 12.01-C.2.f. of the General Conditions shall be renumbered 12.-1-C.2.a. through 12-1-C.2.c., respectively.
- SC-12.01-C New paragraph 12.-1-C.2.a of the General Conditions (former paragraph 12.01-C-2.d.) shall read"

"No fee shall be paid on the basis of costs."

SC-12.02 Delete paragraph 12.02-B of the General Conditions in its entirety and insert in its place the following:

"SC-12.02 TIME

12.02-B TIME IS OF THE ESSENCE

Time is of the essence in the performance of the Contract. By executing the Contract, the Contractor represents that the time for performance stated in the Contract documents is a reasonable period for completing the Work to be performed under the Contract.

The Contractor shall prosecute the work with the diligence necessary to ensure its completion within the required time. The Contractor shall provide sufficient labor, materials, and equipment, and shall promptly take such appropriate action to recover schedule as may be necessary. The Contractor shall carry on the work and adhere to the schedule during all disputes and disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes and disagreements. The Contractor shall exercise reasonable precautions, efforts, and measures to avoid or mitigate situations which would cause delays.

If no specific date is identified in the Contract Documents for Final Completion of the Project or a particular phase of the Project, Final Completion of the Project or Project phase shall be achieved by the Contractor within thirty (30) calendar days after the date of Substantial Completion of the Project or Project phase."

12.02-C At least ten (10) working days before the first Application for Payment, the Contractor shall submit to the Engineer a Progress Schedule showing for each class of work included in the Schedule of Values, the percentage completion to be obtained and the total dollar value of work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

12.02-D The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Contract. The Progress Schedule will be reviewed by the Engineer for compliance with the requirements of this Article and will be accepted by the Engineer or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Engineer. The Engineer's review of the Progress Schedule shall not impose any duty on the Engineer or the Owner with respect to the timing, planning, scheduling, or execution of the Work. In particular, if the Contractor proposes a Progress Schedule indicating a date of Substantial Completion which is earlier than the Contract Time, the Contractor shall not be entitled to additional payment or compensation of any kind if, for any reason, the full Contract Time is required to achieve Substantial Completion of the Work.

12.02-E If in any Application for Payment the total value of the completed Work in place, as certified by the Engineer, is less than ninety (90%) percent of the total value of the Work in place estimated in the Progress Schedule, the Owner shall have the right, at the Owner's option and without cost to the Owner, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitations: (i) working additional shifts or overtime, (ii) supplying additional workers, equipment, and facilities, and (iii) other similar measures (hereinafter referred to as "Extraordinary Measures"). The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

12.02-F If each of three successive applications for payment, as certified by the Engineer, indicate that the actual Work completed is less than ninety (90%) percent of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner's option, treat the Contractor's delinquency as a default.

12.02-G If the Engineer has determined that the Contractor should be permitted to extend the time for completion, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be adjusted 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, to the extent applicable, 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 subsubtrade 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 thirtynine 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, §390 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 §390)

- The Awarding Authority may order the Contractor in writing to a. suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.
- b. The Contractor shall submit the amount of a claim under provision (a) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a

suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

In the event a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as provisions a. and b. give the Contractor against the Awarding Authority, but nothing in provisions a. and b. shall in any way change, modify or alter any other rights which the Contractor or the Subcontractor may have against each other.

12.02-N LIQUIDATED DAMAGES

If the Contractor shall fail to achieve Substantial Completion within the Contract Time, it shall be liable to pay the Owner the daily amount as stipulated in the Contract not as a penalty, but as fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the Owner's actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Contract. The said amount may be withheld from periodic or final payments due to the Contractor, in addition to retainage and other backcharges."

- SC-12.03 In paragraph 12.03-A of the General Conditions, in the eighth line, insert "acts or neglect by Engineer," after "acts or neglect by Owner".
- SC-12.03 In paragraph 12.03-C of the General Conditions, in the fifth line, insert "and Engineer" between "Owner" and "and".

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

- SC-13.03 Delete paragraph 13.03-B of the General Conditions in its entirety.
- SC-13.07 In paragraph 13.07-B of the General Conditions, in the last line, delete "will" and insert in its place "shall".
- SC-13.09 Add the following paragraph immediately after paragraph 13.09-D of the General Conditions:

"13.09-E In the event of an emergency caused by defective Work, if the Contractor fails to respond to notification within twelve (12) hours, the Owner may proceed with alleviating the condition, and at his option may impose a surcharge upon the Contractor or a decrease in the Contract Price to cover associated costs in relation thereto."

ARTICLE 14 -PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Delete paragraph 14.02 A, B and C of the General Conditions in their entirety and insert in its place the following:

"M.G.L. c.30, § 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 390."

SC-15.02

Delete paragraph 15.02 A, B, C, D, E and F of the General Conditions in their entirety and insert in its place the follow provision:

"15.02-A If the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or disregards an instruction, order or decision of the Engineer, or otherwise is guilty of a substantial violation of any provision of the Contract, then the Contractor shall be in default, and the Owner may, without prejudice to any other right or remedy and upon written notice to the Contractor of such default, take possession of all materials, tools, appliances, equipment, construction equipment and machinery and vehicles, offices and other facilities on the Project site, and all materials intended for the Work, wherever stored, and, if such default is not cured within seven (7) days after such notice, may terminate the employment of the Contractor, accept assignment of any or all subcontracts, and finish the Work by whatever method the Owner may deem expedient. The Owner shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by the Owner on account of the Contractor's default, including without limitation additional services and expenses of the Engineer made necessary thereby. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages.

If, after final completion of the Work, the Owner determines that the unpaid amount (if any) due to the Contractor for the portion of the Work performed by the Contractor in accordance with the Contract exceeds any costs and damages incurred by the Owner as the result of the Contractor's breach of this Contract, such excess shall be paid to the Contractor. If the costs and damages incurred by the Owner as the result of the Contractor's breach of this Contract exceeds the unpaid amount (if any) due to the Contractor for the portion of the Work performed by the Contractor, the Contractor shall promptly pay such excess upon written demand by the Owner. In the event of a termination of the Contract pursuant to this Article, the Owner and the Contractor shall forthwith return to the other all papers, materials and other properties of the other held by each for the purposes of execution of the Contract. In addition, each party will make reasonable efforts to assist the other party in an orderly termination of this Contract."

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

SC-15.03 Delete paragraph 15.03 of the General Conditions in its entirety and insert in its place the following:

"15.03 OWNER'S TERMINATION FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and/or purchase orders.

In the event of such termination for the Owner's convenience, the Contractor shall be compensated only for Work performed and expenses incurred in accordance with the Contract prior to termination, together with reasonable demobilization expenses (provided that there are appropriated Project funds available for such demobilization expenses). The Owner, however, shall not compensate the Contractor for lost profits, overhead expenses, termination expenses, or other such costs or expenses."

ARTICLE 16 - DISPUTE RESOLUTION

SC-16.01 Delete paragraph 16.01 A, B and C of the General Conditions in their entirety and insert in its place the following:

"Any Claim arising out of or related to the Contract, except those waived as provided in herein, shall, after final decision by the Engineer or thirty (30) days after submission of the Claim to the Engineer, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

The Owner and Contractor shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be conducted under the auspices of the American Arbitration Association in accordance with the most current version of the Association's Construction Industry Mediation Rules in effect at the time the request for mediation is filed. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. All necessary parties may be brought into such mediation.

The parties shall bear equally the mediator's fee and any filing fees required for the mediation. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Written Contracts reached in mediation shall be enforceable as written settlement Contracts in any court having jurisdiction thereof. In the event that any such claim, dispute or controversy is not resolved through the mediation process, either party is free to pursue any such claim, dispute or other matter in an appropriate court proceeding.

This paragraph 16.01 shall not prohibit the initiation of legal proceedings or equitable proceedings in circumstances where mediation will not be completed before the expiration of the applicable time within which to initiate legal proceedings or equitable proceedings. Under no circumstances shall either party call for mediation of any claim or dispute arising out of this Contract after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts.

This Paragraph 16.01 shall survive completion or termination of the Contract."

ARTICLE 17 Renumber Article 17 as Article 19, and renumber paragraphs 17.01 thru 17.06 as paragraphs 19.01 thru 19.06.

Insert new paragraphs 17.01 through 17.06 in the General Conditions:

"ARTICLE 17 - CONTRACTOR'S ACCOUNTING METHOD REQUIREMENTS

(Statutory reference: M.G.L. c.30, §39R)

- SC_17.01*-SC-17.06* Add new paragraphs 17.01 through 17.06, to the General Conditions as follows:
- "17.01-A* The words defined herein shall have the meaning stated below whenever they appear in this Article 17:
- 17.01-A.1 "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to §39M of c.30, §§44A-44H inclusive, of c.149, §11C of c.25, or §§44-58, inclusive, of c.7C, which is for an amount or estimated amount greater than one hundred thousand dollars.
- 17.01-A.2 "Contract" means any contract awarded or executed pursuant to §§44-58, inclusive of c.7C, and any contract awarded or executed pursuant to §11C of c.25A, §39M of c.30, or §§44A-44H, inclusive, of c.149, which is for an amount or estimated amount greater than one hundred thousand dollars.
- 17.01-A.3 "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- 17.01-A.4 "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the Awarding Authority.
- 17.01-A.5 "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a CERTIFIED opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
- 17.01-A.6 "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which s/he has made and sets forth his/her opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion

cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the Contractor.

- 17.01-A.7 "Management", when used herein, means the chief executive officers, partners, principals, or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.
- 17.01-A.8 Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.
- 17.02-A Every Contract or contract awarded or executed pursuant to §§44-58, inclusive of c.7C, §11C of c.25A, and pursuant to §39M of c.30 or to §§44A-44H, inclusive, of c.149, shall provide that:
- 17.02-A.1 The Contractor shall make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.
- 17.02-A.2 Until the expiration of six (6) years after final payment, the Awarding Authority, Office of Inspector General, and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of his/her Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his/her Subcontractors.
- 17.02-A.3 If the Contract is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Awarding Authority, including in his/her description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.
- 17.02-A.4 If the Contract is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in Paragraph 17.03 below prior to the execution of the contract.

- 17.02-A.5 If the Contract is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in Paragraph 17.05 below.
- 17.03-A Every Contractor awarded a contract shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
- 17.03-A.1 transactions are executed in accordance with management's general and specific authorization;
- 17.03-A.2 transactions are recorded as necessary:
 - (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and
 - (ii) to maintain accountability for assets;
- 17.03-A.3 access to assets is permitted only in accordance with management's general or specific authorization; and
- 17.03-A.4 the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.
- 17.04-A Every Contractor awarded a contract shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that he or she has examined the statement of management on internal accounting controls, and expressing an opinion as to
- 17.04-A.1 whether the representations of management in response to this paragraph and Paragraph 17.02 above are consistent with the result of management's evaluation of the system of internal accounting controls; and
- 17.04-A.2 whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

17.05-A Every Contractor awarded a contract by the Commonwealth or by any political subdivision thereof shall annually file with the Commissioner of Division of Capital Asset Management during the term of the Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statement shall be made available to the Owner upon request.

17.06-A Records and statements required to be made, kept or filed under the provisions of this Article 17 shall not be public records as defined in M.G.L. c.4, §7 and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of Subparagraph 17.02-A.2 and 17.05-A."

ARTICLE 18 INSERT A NEW ARTICLE 18 IN THE GENERAL CONDITIONS AS FOLLOWS:

"ARTICLE 18: NONDISCRIMINATION IN EMPLOYMENT

18.01-A Contracts for work under this bid will obligate the Contractor and Subcontractors not to discriminate in employment practices.

18.02-A Contracts for work under this project will obligate the Contractor and Subcontractors to maintain not less than five (5%) percent ratio of minority employee man hours to total man hours.

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

sexual orientation involves minor children as the sex object; genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap, and to eliminate and remedy any effects of such discrimination in the past.

18.04-A Successful Bidder shall submit a Contractor's Certification Form and a Subcontractor's Certification Form concerning its employment practices and policies in order to maintain its eligibility to receive the award of the Contract. These forms shall be submitted with the signed Contract Documents."

ARTICLE 19 - MISCELLANEOUS

SC-19.01-B Add the following new paragraph immediately after paragraph 19.01-A.2. of the General Conditions:

"19.01-B Both the address given in the Bid Form upon which this Agreement is founded, and Contractor's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered, the delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon Contractor; and the date of said service shall be the date of such delivery or mailing.

The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by Contractor, and delivered to Owner and Engineer in accordance with this Article 19. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon Contractor personally."

SC-19.01-C Add the following new paragraph 19.01-C to the General Conditions:

Notices given to the Owner shall be given to the Town Administrator, Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760, to the Director, Natick Department of Public Works, 75 West Street, Natick, MA 01760 and to the Engineer.

SC-19.05-A Delete paragraph 19.05-A (formerly 17.05-A) of the General Conditions and insert the following paragraph:

"A. This Contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law principles".

Insert the following new paragraphs 19.07 through 19.15 in the General Conditions.

"19.07 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 administrating 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 <u>may not</u> 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, <u>may</u> <u>not</u> 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 <u>shall</u> contain at least: the employee's name, address, occupational classification, hours worked and wages paid. <u>Do not</u> 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 whore not covered by the following schedule of wage rates, but who may be employed for the proposed work under this Contract.



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

ROSALIN ACOSTA
Secretary
WILLIAM D MCKINNEY

KARYN E. POLITO Lt. Governor

Awarding Authority: Natick Department of Public Works

Contract Number: 15

151

City/Town: NATICK

Description of Work:

South Main Street Water Main Lining - The Work for this project includes cleaning and lining ten (10) inch

diameter and twelve (12) inch diameter water mains.

Job Location:

South Main Street Natick

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

Issue Date: 01/30/2018 Wage Request Number: 20180130-068

Classification Construction	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	12/01/2016	\$32,15	\$10.91	\$10.89	\$0.00	\$53.95
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	15, 01, 51, 51	JJ-117	4. 577.	•	•	
(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	08/01/2017	\$92.97	\$9.90	\$21.15	\$0.00	\$124.02
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR LABORERS - ZONE 2	12/01/2017	\$33.58	\$7.70	\$13.60	\$0.00	\$54.88
LABOKERS - ZONE Z	06/01/2018	\$34.42	\$7.70	\$13.60	\$0.00	\$55.72
	12/01/2018	\$35.26	\$7.70	\$13.60	\$0.00	\$56.56
	06/01/2019	\$36.13	\$7.70	\$13.60	\$0.00	\$57.43
	12/01/2019	\$36.99	\$7.70	\$13.60	\$0.00	\$58.29
	06/01/2020	\$37.88	\$7.70	\$13.60	\$0.00	\$59.18
	12/01/2020	\$38.77	\$7.70	\$13.60	\$0.00	\$60.07
	06/01/2021	\$39.69	\$7.70	\$13.60	\$0.00	\$60.99
	12/01/2021	\$40.60	\$7.70	\$13.60	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/01/2017	\$35.90	\$11.50	\$7.10	\$0.00	\$54.50
TEAT & PROST INSULATORS ECCAL V (BOSTORY	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
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2017	\$33.58	\$7.70	\$13.60	\$0.00	\$54.88
LABORERS - ZONE 2	06/01/2018	\$34.42	\$7.70	\$13.60	\$0.00	\$55.72
	12/01/2018	\$35.26	\$7.70	\$13.60	\$0.00	\$56.56
	06/01/2019	\$36.13	\$7.70	\$13.60	\$0.00	\$57.43
	12/01/2019	\$36.99	\$7.70	\$13.60	\$0.00	\$58.29
	06/01/2020	\$37.88	\$7.70	\$13.60	\$0.00	\$59.18
	12/01/2020	\$38.77	\$7.70	\$13.60	\$0.00	\$60.07
	06/01/2021	\$39.69	\$7.70	\$13.60	\$0.00	\$60.99
	12/01/2021	\$40.60	\$7.70	\$13.60	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Apprentice - BOILERMAKER - Local 29

Effect	ive Date -	01/01/2017				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	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

Apprentice to Journeyworker Ratio:1:5

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ssification ICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY)	Effective Da	e Base Wage	e Health		Supplemental Unemployment	Total Rate
	NRY 09/01/2017	\$49.96	\$10.75	\$18.75	\$0.00	\$79.46
WATERPROOFING) BRICKLAYERS LOCAL 3 (LOWELL)	03/01/2018	\$50.64	\$10.75	\$18.75	\$0.00	\$80.14
ACCESS TO BOOK STORY	08/01/2018	\$ \$51.99	\$10.75	\$18.88	\$0.00	\$81.62
	02/01/2019	\$52.59	\$10.75	\$18.88	\$0.00	\$82.22
	08/01/2019	\$53.94	\$10.75	\$19.02	\$0.00	\$83.71
	02/01/2020	\$54.54	\$10.75	\$19.02	\$0.00	\$84.31
	08/01/2020	\$55.89	\$10.75	\$19.17	\$0.00	\$85.81
	02/01/2021	\$56.49	\$10.75	\$19.17	\$0.00	\$86.41
	08/01/2021	\$57.89	\$10.75	\$19.33	\$0.00	\$87.97
	02/01/2022	\$58.47	\$10.75	\$19.33	\$0.00	\$88.55
Apprentice - BRICK/PLASTER/CEMENT Effective Date - 09/01/2017 Step percent	T MASON - Local 3 Lowell Apprentice Base Wage	Health	Pension	Supplemental Unemployment		
1 50	\$24.98	\$10.75	\$18.75	\$0.00		
2 60		\$10.75	\$18.75	\$0.00		
3 70		\$10.75	\$18.75	\$0.00		
4 80		\$10.75	\$18.75	\$0.00		
5 90	\$39.97 \$44.96	\$10.75	\$18.75	\$0.00		
Effective Date - 03/01/2018 Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment		
1 50						
1 50	\$25.32	\$10.75	\$18.75	\$0.00	\$54.82	
2 60		\$10.75 \$10.75	\$18.75 \$18.75	\$0.00 \$0.00		
••	\$30.38				\$59.88	
2 60	\$30.38 \$35.45	\$10.75	\$18.75	\$0.00	\$59.88 \$64.95	
2 60 3 70	\$30.38 \$35.45 \$40.51	\$10.75 \$10.75	\$18.75 \$18.75	\$0.00 \$0.00	\$59.88 \$64.95 \$70.01	
2 60 3 70 4 80 5 90	\$30.38 \$35.45 \$40.51	\$10.75 \$10.75 \$10.75	\$18.75 \$18.75 \$18.75	\$0.00 \$0.00 \$0.00	\$59.88 \$64.95 \$70.01	
2 60 3 70 4 80 5 90 Notes:	\$30.38 \$35.45 \$40.51	\$10.75 \$10.75 \$10.75	\$18.75 \$18.75 \$18.75	\$0.00 \$0.00 \$0.00	\$59.88 \$64.95 \$70.01	
2 60 3 70 4 80 5 90 Notes:	\$30.38 \$35.45 \$40.51	\$10.75 \$10.75 \$10.75 \$10.75	\$18.75 \$18.75 \$18.75	\$0.00 \$0.00 \$0.00	\$59.88 \$64.95 \$70.01	\$72.17
2 60 3 70 4 80 5 90 Notes:	\$30.38 \$35.45 \$40.51 \$45.58	\$10.75 \$10.75 \$10.75 \$10.75	\$18.75 \$18.75 \$18.75 \$18.75	\$0.00 \$0.00 \$0.00 \$0.00	\$59.88 \$64.95 \$70.01 \$75.08	\$72.17
2 60 3 70 4 80 5 90 Notes:	\$30.38 \$35.45 \$40.51 \$45.58	\$10.75 \$10.75 \$10.75 \$10.75 \$46.17	\$18.75 \$18.75 \$18.75 \$18.75	\$0.00 \$0.00 \$0.00	\$59.88 \$64.95 \$70.01 \$75.08	\$72.17 \$59.40
2 60 3 70 4 80 5 90 Notes: Apprentice to Journeyworker Ratio:1:5 ULLDOZER/GRADER/SCRAPER PERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" AISSON & UNDERPINNING BOTTOM MAN ABORERS - FOUNDATION AND MARINE For apprentice rates see "Apprentice- LABORER"	\$30.38 \$35.45 \$40.51 \$45.58	\$10.75 \$10.75 \$10.75 \$10.75 \$46.17	\$18.75 \$18.75 \$18.75 \$18.75 \$10.50	\$0.00 \$0.00 \$0.00 \$15.50	\$59.88 \$64.95 \$70.01 \$75.08 \$0.00	\$59.40
2 60 3 70 4 80 5 90 Notes:	\$30.38 \$35.45 \$40.51 \$45.58	\$10.75 \$10.75 \$10.75 \$10.75 \$46.17	\$18.75 \$18.75 \$18.75 \$18.75 \$10.50	\$0.00 \$0.00 \$0.00 \$0.00	\$59.88 \$64.95 \$70.01 \$75.08	
2 60 3 70 4 80 5 90 Notes:	\$30.38 \$35.45 \$40.51 \$45.58 12/01/2017	\$10.75 \$10.75 \$10.75 \$10.75 \$46.17	\$18.75 \$18.75 \$18.75 \$18.75 \$10.50	\$0.00 \$0.00 \$0.00 \$15.50	\$59.88 \$64.95 \$70.01 \$75.08 \$0.00	\$59.40

For apprentice rates see "Apprentice- LABORER"

Supplemental

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CARPENTER	09/01/2017	\$39.28	\$9.90	\$17.50	\$0.00	\$66.68
CARPENTERS -ZONE 2 (Eastern Massachusetts)	03/01/2018	\$40.28	\$9.90	\$17.50	\$0.00	\$67.68
	09/01/2018	\$41.32	\$9.90	\$17.50	\$0.00	\$68.72
	03/01/2019	\$42.35	\$9.90	\$17.50	\$0.00	\$69.75

Apprentice - CARPENTER - Zone 2 Eastern MA

	ive Date -	09/01/2017				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$19.64	\$9.90	\$1.73	\$0.00	\$31.27
2	60		\$23.57	\$9.90	\$1.73	\$0.00	\$35.20
3	70		\$27.50	\$9.90	\$12.31	\$0.00	\$49.71
4	75		\$29.46	\$9.90	\$12.31	\$0.00	\$51.67
5	80		\$31.42	\$9.90	\$14.04	\$0.00	\$55.36
6	80		\$31.42	\$9.90	\$14.04	\$0.00	\$55.36
7	90		\$35.35	\$9.90	\$15.77	\$0.00	\$61.02
8	90		\$35.35	\$9.90	\$15.77	\$0.00	\$61.02
Effecti	ive Date -	03/01/2018				Supplemental	
Effecti Step	ive Date - percent	03/01/2018	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step		03/01/2018	Apprentice Base Wage \$20.14	Health	Pension \$1.73	• •	Total Rate
Step 1	percent	03/01/2018				Unemployment	
Step 1 2	percent 50	03/01/2018	\$20.14	\$9.90	\$1.73	Unemployment \$0.00	\$31.77
Step 1 2 3	percent 50 60	03/01/2018	\$20.14 \$24.17	\$9.90 \$9.90	\$1.73 \$1.73	Unemployment \$0.00 \$0.00	\$31.77 \$35.80
Step 1 2 3 4	50 60 70	03/01/2018	\$20.14 \$24.17 \$28.20	\$9.90 \$9.90 \$9.90	\$1.73 \$1.73 \$12.31	\$0.00 \$0.00 \$0.00	\$31.77 \$35.80 \$50.41
Step 1 2 3 4 5 5	50 60 70 75	03/01/2018	\$20.14 \$24.17 \$28.20 \$30.21	\$9.90 \$9.90 \$9.90 \$9.90	\$1.73 \$1.73 \$12.31 \$12.31	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$31.77 \$35.80 \$50.41 \$52.42
	50 60 70 75 80	03/01/2018	\$20.14 \$24.17 \$28.20 \$30.21 \$32.22	\$9.90 \$9.90 \$9.90 \$9.90 \$9.90	\$1.73 \$1.73 \$12.31 \$12.31 \$14.04	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$31.77 \$35.80 \$50.41 \$52.42 \$56.16

Apprentice to Journeyworker Ratio:1:5

Step 1&2 \$29.31/ 3&4 \$34.90/ 5&6 \$51.44/ 7&8 \$57.09

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Classification				Effective Da	te Base Wa	ge Health		Supplemental Unemployment	Total Rat
EMENT MAS			ING	01/01/2018	\$41.6	7 \$12.35	\$22.41	\$0.30	\$76.73
RICKLAYERS LO	CAL 3 (LC	(WELL)		07/01/2018	\$42.59	\$12.35	\$22.41	\$0.30	\$77.65
				01/01/2019	\$43.83	\$12.35	\$22.41	\$0.30	\$78.89
				07/01/2019	\$44.7	1 \$12.35	\$22.41	\$0.30	\$79.77
				01/01/2020	\$45.95	5 \$12.35	\$22.41	\$0.30	\$81.01
	• •	ntice - CE ve Date - percent	EMENT MASONRY/PLASTE 01/01/2018	RING - Lowell Apprentice Base Wage	Health	Pension	Supplementa Unemploymen		
	1	50		\$20.84	\$12.35	\$15.41	\$0.00		
	2	60		\$25.00	\$12.35	\$17.41	\$0.30		
	3	65							
	4			\$27.09	\$12.35	\$18.41	\$0.30		
	5	70 75		\$29.17	\$12.35	\$19.41	\$0.30		
	6	75		\$31.25	\$12.35	\$20.41	\$0.30		
		80		\$33.34	\$12.35	\$21.41	\$0.30		
	7	90		\$37.50	\$12.35	\$22.41	\$0.30	\$72.56	
	Effecti Step	ve Date - percent	07/01/2018	Apprentice Base Wage	Health	Pension	Supplemental Unemployment		
	1	50		\$21.30	\$12.35	\$15.41	\$0.00	\$49.06	
	2	60		\$25.55	\$12.35	\$17.41	\$0.30	\$55.61	
	3	65		\$27.68	\$12.35	\$18.41	\$0.30	\$58.74	
	4	70		\$29.81	\$12.35	\$19.41	\$0.30	\$61.87	
	5	75		\$31.94	\$12.35	\$20.41	\$0.30	\$65.00	
	6	80		\$34.07	\$12.35	\$21.41	\$0.30	\$68.13	
	7	90		\$38.33	\$12.35	\$22.41	\$0.30	\$73.39	
	Notes:	Stone 2 4	one 500 kmg. All other stone of	ro 1 000 hra	magning source . A plus advisorable . Mandambring con-	Anadomical was attended with description.	anninatential had a Special Production.	AND THE PERSON NAMED IN COLUMN CONTRACT	
	<u></u>	CONTRACTOR SOCIETY STATE ASSESSMENT	are 500 hrs. All other steps are	TE 1,000 HIS.	consister sometimes promoted in	Generalisasis Messey-Money, Magazinisasis a.	correspond the commoder, 2000/09/99/97 %		
			rneyworker Ratio:1:3						
HAIN SAW C ABORERS - ZONE		OR		12/01/2017			\$13.60	\$0.00	\$54.38
				06/01/2018			\$13.60	\$0.00	\$55.22
				12/01/2018			\$13.60	\$0.00	\$56.06
				06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
				12/01/2019			\$13.60	\$0.00	\$57.79
				06/01/2020			\$13.60	\$0.00	\$58.68
				12/01/2020			\$13.60	\$0.00	\$59.57
				06/01/2021	\$39.19		\$13.60	\$0.00	\$60.49
For apprentice	rates see ".	Apprentice- L	ABORER"	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
LAM SHELLS			ETS/HEADING MACHINE	S 12/01/2017	\$47.63	\$10.50	\$15.50	\$0.00	\$73.63
For apprentice	rates see ".	Apprentice- Ol	PERATING ENGINEERS"					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
COMPRESSOR PERATING ENGL				12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
			PERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Unemployment	Total Rate	
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36	

	Step	ve Date - 01/01/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Tot	al 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.		in and discovered any analysis with the analysis of the second any and any any any and any		particularly description turnsments and	information throughpusses sections	de un grande
(Appre	ntice to Journeyworker Ratio:1:1	THE PERSONAL PROPERTY SERVICES SERVICES AND ADDRESS SERVICES SERVI		трудовани запоста коловрет макенеетвелеци.	processor continues and	Account Assessationers Societation	\$
EMO: ADZEM			12/01/2017	\$37.65	\$7.70	\$14.75	\$0.00	\$60.10
IDOKEKS - ZONE 2	,		06/01/2018	\$38.60	\$7.70	\$14.75	\$0.00	\$61.05
			12/01/2018	\$39.55	\$7.70	\$14.75	\$0.00	\$62.00
			06/01/2019	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
For apprentice re	tec see "	Apprentice- LABORER"	12/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
		ADER/HAMMER OPERATOR	12/01/2017	\$38.65	\$7.70	\$14.75	\$0.00	\$61.10
BORERS - ZONE 2			06/01/2018	\$39.60	\$7.70	\$14.75	\$0.00	\$62.05
			12/01/2018	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
			06/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
			12/01/2019	\$42.55	\$7.70	\$14.75	\$0.00	\$65.00
For apprentice ra	ites see ".	Apprentice- LABORER"	12,01,201,		ψ,,,,ο			4 02.00
EMO: BURNE			12/01/2017	\$38.40	\$7.70	\$14.75	\$0.00	\$60.85
BORERS - ZONE 2			06/01/2018	\$39.35	\$7.70	\$14.75	\$0.00	\$61.80
			12/01/2018	\$40.30	\$7.70	\$14.75	\$0.00	\$62.75
			06/01/2019	\$41.30	\$7.70	\$14.75	\$0.00	\$63.75
			12/01/2019	\$42.30	\$7.70	\$14.75	\$0.00	\$64.75
· · · · · · · · · · · · · · · · · · ·		Apprentice- LABORER"				A		
EMO: CONCRI <i>Borers - zone 2</i>		UTTER/SAWYER	12/01/2017	\$38.65	\$7.70	\$14.75	\$0.00	\$61.10
			06/01/2018	\$39.60	\$7.70	\$14.75	\$0.00	\$62.05
			12/01/2018	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
			06/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
			12/01/2019	\$42.55	\$7.70	\$14.75	\$0.00	\$65.00

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR	12/01/2017	\$38.40	\$7.70	\$14.75	\$0.00	\$60.85
LABORERS - ZONE 2	06/01/2018	\$39.35	\$7.70	\$14.75	\$0.00	\$61.80
	12/01/2018	\$40.30	\$7.70	\$14.75	\$0.00	\$62.75
	06/01/2019	\$41.30	\$7.70	\$14.75	\$0.00	\$63.75
For apprentice rates see "Apprentice- LABORER"	12/01/2019	\$42.30	\$7.70	\$14.75	\$0.00	\$64.75
DEMO: WRECKING LABORER	12/01/2017	\$37.65	\$7.70	\$14.75	\$0.00	\$60.10
LABORERS - ZONE 2	06/01/2018	\$38.60	\$7.70	\$14.75	\$0.00	\$61.05
	12/01/2018	\$39.55	\$7.70	\$14.75	\$0.00	\$62.00
	06/01/2019	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"	12/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER	08/01/2017	\$61.98	\$9.90	\$21.15	\$0.00	\$93.03
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$65.20	\$9.90	\$21.15	\$0.00	\$96.25
	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
For apprentice rates see "Apprentice- PILE DRIVER"	*					· · · · · · · · · · · · · · · · · · ·
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE I)	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
This birt an acceptable party	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
DIVER TENDER (EFFLUENT)	08/01/2017	\$66.41	\$9.90	\$21.15	\$0.00	\$97.46
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$69.86	\$9.90	\$21.15	\$0.00	\$100.91
	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
For apprentice rates see "Apprentice- PILE DRIVER"					· · · · · · · · · · · · · · · · · · ·	
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$92.97	\$9.90	\$21.15	\$0.00	\$124.02
THE DIGTER ECCAL SO (LONE 1)	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) ELECTRICIANS LOCAL 103	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
For apprentice rates see "Apprentice- ELECTRICIAN"	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46
ELECTRICIAN	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
ELECTRICIANS LOCAL 103	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2018	4C.1CD	J1J.00	Ψ17.02	\$0.00	J02.23

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Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Cl				

Step p	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Ra
1	40	\$19.71	\$13.00	\$0.59	\$0.00	\$33.3
2	40	\$19.71	\$13.00	\$0.59	\$0.00	\$33.3
3	45	\$22.18	\$13.00	\$13.39	\$0.00	\$48.5
4	45	\$22.18	\$13.00	\$13.39	\$0.00	\$48.5
5	50	\$24.64	\$13.00	\$13.76	\$0.00	\$51.4
6	55	\$27.10	\$13.00	\$14.12	\$0.00	\$54.2
7	60	\$29.57	\$13.00	\$14.50	\$0.00	\$57.0
8	65	\$32.03	\$13.00	\$14.87	\$0.00	\$59.9
9	70	\$34.50	\$13.00	\$15.25	\$0.00	\$62.7
10	75	\$36.96	\$13.00	\$15.62	\$0.00	\$65.5
Effective	Date - 03/01/2018				Supplemental	
Step p	ercent	Apprentice Base Wage	Health	Pension	Unemployment	Total Ra
1 4	40	\$20.06	\$13.00	\$0.60	\$0.00	\$33.6
2 .	40	\$20.06	\$13.00	\$0.60	\$0.00	\$33.6
3	45	\$22.57	\$13.00	\$13.61	\$0.00	\$49.1
4	45	\$22.57	\$13.00	\$13.61	\$0.00	\$49.1
5	50	\$25.08	\$13.00	\$13.99	\$0.00	\$52.0
6	55	\$27.58	\$13.00	\$14.38	\$0.00	\$54.9
7	50	\$30.09	\$13.00	\$14.76	\$0.00	\$57.8
8 (65	\$32.60	\$13.00	\$15.15	\$0.00	\$60.7
9	70	\$35.11	\$13.00	\$15.53	\$0.00	\$63.6
10	75	\$37.61	\$13.00	\$15.93	\$0.00	\$66.5
Notes: :	pp Prior 1/1/03; 30/35/40	/45/50/55/65/70/75/80	our commencer and the contraction of the contractio	AND VIENDE-STATE INTO APPRIATE MISSISSIONAL		Section Sectio
		elongable announces announces parameter announces interested because any one		w wasterner awareness wasterness.	commences becaused concerns comme	

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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Pension

Total Rate

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	12/01/2017	\$38.57	\$10.50	\$15.50	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER LABORERS - ZONE 2	12/01/2017	\$21.50	\$7.70	\$13.60	\$0.00	\$42.80
	06/01/2018	\$21.50	\$7.70	\$13.60	\$0.00	\$42.80
	12/01/2018	\$22.50	\$7.70	\$13.60	\$0.00	\$43.80
	06/01/2019	\$22.50	\$7.70	\$13.60	\$0.00	\$43.80
	12/01/2019	\$23.50	\$7.70	\$13.60	\$0.00	\$44.80
	06/01/2020	\$23.50	\$7.70	\$13.60	\$0.00	\$44.80
	12/01/2020	\$24.50	\$7.70	\$13.60	\$0.00	\$45.80
	06/01/2021	\$24.50	\$7.70	\$13.60	\$0.00	\$45.80
	12/01/2021	\$24.50	\$7.70	\$13.60	\$0.00	\$45.80
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

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effect	ive Date -	03/01/2016				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	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.

% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps) Step 1&2 \$30.55/ 3&4 \$36.49/ 5&6 \$53.33/ 7&8 \$59.33

Apprentice to Journeyworker Ratio:1:1

• • • • • • • • • • • • • • • • • • • •						
FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

GLAZIERS LOCAL 35 (ZONE 2)

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Supplemental **Total Rate**

\$7.85

\$7.85

\$7.85

\$7.85

\$7.85

\$7.85

\$7.85

\$7.85

Pension

\$0.00

\$3.66

\$3.99

\$4.32

\$14.11

\$14.44

\$14.77

\$15.44

Pension

Supplemental Unemployment	Total Rate
\$0.00	\$28.31
\$0.00	\$34.01
\$0.00	\$36.39
\$0.00	\$38.76
\$0.00	\$50.60
\$0.00	\$52.97
\$0.00	\$55.35
\$0.00	\$60.11

Notes: Steps are 750 hrs.

Apprentice Base Wage Health

\$20.46

\$22.50

\$24.55

\$26.59

\$28.64

\$30.68

\$32.73

\$36.82

Apprentice to Journeyworker Ratio:1:1

Apprentice - GLAZIER - Local 35 Zone 2 01/01/2017

Effective Date -

percent

50

55

60

65

70

75

80

90

Step

1

2

3

4

5

6

7

8

HOISTING ENGINEER/CRANES/GRADALLS \$15.50 \$0.00 \$72.63 12/01/2017 \$46.63 \$10.50 OPERATING ENGINEERS LOCAL 4

Apprentice -	OPERATING	ENGINEERS -	Local 4
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Effect	ive Date -	12/01/2017				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	55		\$25.65	\$10.50	\$0.00	\$0.00	\$36.15
2	60		\$27.98	\$10.50	\$15.50	\$0.00	\$53.98
3	65		\$30.31	\$10.50	\$15.50	\$0.00	\$56.31
4	70		\$32.64	\$10.50	\$15.50	\$0.00	\$58.64
5	75		\$34.97	\$10.50	\$15.50	\$0.00	\$60.97
6	80		\$37.30	\$10.50	\$15.50	\$0.00	\$63.30
7	85		\$39.64	\$10.50	\$15.50	\$0.00	\$65.64
8	90		\$41.97	\$10.50	\$15.50	\$0.00	\$67.97

Apprentice to Journeyworker Ratio:1:6						
HVAC (DUCTWORK)	08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS)	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
ELECTRICIANS LOCAL 103	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR)	08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEF	ITTER"					
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEF	ITTER"					
HYDRAULIC DRILLS	12/01/2017	\$33.58	\$7.70	\$13.60	\$0.00	\$54.88
LABORERS - ZONE 2	06/01/2018	\$34.42	\$7.70	\$13.60	\$0.00	\$55.72
	12/01/2018	\$35.26	\$7.70	\$13.60	\$0.00	\$56.56
	06/01/2019	\$36.13	\$7.70	\$13.60	\$0.00	\$57.43
	12/01/2019	\$36.99	\$7.70	\$13.60	\$0.00	\$58.29
	06/01/2020	\$37.88	\$7.70	\$13.60	\$0.00	\$59.18
	12/01/2020	\$38.77	\$7.70	\$13.60	\$0.00	\$60.07
	06/01/2021	\$39.69	\$7.70	\$13.60	\$0.00	\$60.99
	12/01/2021	\$40.60	\$7.70	\$13.60	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
NSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2017	\$47.09	\$11.75	\$14.20	\$0.00	\$73.04
EAT & FROST INSULATORS LOCAL 6 (BOSTON)	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 Effective Date - 09/01/2017	s & Tanks) - Local 6 Bosto	n				
	Apprentice Base Wage Ho	ealth 1	Pension	Supplementa Unemploymen		e
Step percent	Apprentice Base Wage He	ealth 1	Pension	Unemploymen		Total Rate

Step	ive Date - 09/01/20 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
l	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
Effect	ve Date - 09/01/20	8			Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50	\$24.67	\$11.75	\$10.45	\$0.00	\$46.87
2	60	\$29.60	\$11.75	\$11.20	\$0.00	\$52.55
2					#A AA	666.34
3	70	\$34.54	\$11.75	\$11.95	\$0.00	\$58.24
	70 80	\$34.54 \$39.47	\$11.75 \$11.75	\$11.95 \$12.70	\$0.00	\$63.92
3	80					

\$7.80

\$44.65

\$20.85

\$0.00

\$73.30

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03/16/2017

IRONWORKER/WELDER

IRONWORKERS LOCAL 7 (BOSTON AREA)

Supplemental

Pension

	Step	ve Date - 03/16/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Ra	ite
	1	60	\$26.79	\$7.80	\$20.85	\$0.00	\$55.4	44
	2	70	\$31.26	\$7.80	\$20.85	\$0.00	\$59.9	91
	3	75	\$33.49	\$7.80	\$20.85	\$0.00	\$62.	14
	4	80	\$35.72	\$7.80	\$20.85	\$0.00	\$64.3	37
	5	85	\$37.95	\$7.80	\$20.85	\$0.00	\$66.0	50
	6	90	\$40.19	\$7.80	\$20.85	\$0.00	\$68.8	34
	Notes:	** Structural 1:6; Ornamental 1:4	and an investment of the second of the secon	nanggagana samanaggana samanaggana samanaggana s	and the section of th	terresolución, acompaniaco percurioranes tendo		-
	Apprei	ntice to Journeyworker Ratio:**	AND THE PERSON AND TH	PROCESSORY SEPTEMBERSONS SINCE TO THE TOTAL STATE OF THE SERVICE ASSESSMENT A	ontological transfer blackown, annual or Fernice	Waller 1920 1920 1920 1920 1920 1920 1920 1920	Norwan Makhinininininin ingarezilarilar banduserin	-
		VING BREAKER OPERATOR	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
4BORERS - ZON	SORERS - ZONE 2		06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
			12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
			06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
			12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
			06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
			12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
			06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
For apprentice	e rates see "/	Apprentice- LABORER"	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
ABORER			12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
IBORERS - ZON	E 2		06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
			12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
			06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
			12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
			06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
			12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
			06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
			12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15

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	Effective Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	•
	1	60	\$19.70	\$7.70	\$13.60	\$0.00	\$41.00)
	2	70	\$22.98	\$7.70	\$13.60	\$0.00	\$44.28	
	3	80	\$26.26	\$7.70	\$13.60	\$0.00	\$47.56	
	4	90	\$29.55	\$7.70	\$13.60	\$0.00	\$50.85	;
	Effectiv	re Date - 06/01/2018				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	l	60	\$20.20	\$7.70	\$13.60	\$0.00	\$41.50)
	2	70	\$23.57	\$7.70	\$13.60	\$0.00	\$44.87	r
	3	80	\$26.94	\$7.70	\$13.60	\$0.00	\$48.24	,
	4	90	\$30.30	\$7.70	\$13.60	\$0.00	\$51.60	1
	Notes:	PREPRINTER VIOLENDERS AND	nari Magalabari Yushingari samaranda maringari marrarara santahusa dangarara manadaha	Assertance encountry was Commissioner a	ментикан ме	Accommodate residence accommodate es	Number suspenses produces according	
	Ann	tice to Journal Transfer T	A ANDRON AND AND AND AND AND AND AND AND AND AN	na rango (m. 1880) na	properties appropriate techniques	Address formation parameters to		
ABORER: CA		tice to Journeyworker F ER TENDER	12/01/201	7 \$32.83	\$7.70	\$13.60	\$0.00	\$54.13
BORERS - ZONE	E 2		06/01/2018		\$7.70	\$13.60	\$0.00	\$54.9
			12/01/2018	*****	\$7.70	\$13.60	\$0.00	\$55.8
			06/01/2019		\$7.70	\$13.60	\$0.00	\$56.6
			12/01/2019		\$7.70	\$13.60	\$0.00	\$57.5
			06/01/2020		\$7.70	\$13.60	\$0.00	\$58.4
			12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
			06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.2
			12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.13
For apprentice	rates see "A	pprentice- LABORER"						
ABORER: CE		INISHER TENDER	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
BUKEKS - ZUNE	. 2		06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
			12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.8
			06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
			12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
			06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
			12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
			06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
For apprentice	rates see "A	pprentice- LABORER"	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.13
ABORER: HA	ZARDO	US WASTE/ASBESTOS	REMOVER 12/01/2017	\$33.03	\$7.70	\$13.55	\$0.00	\$54.28
BORERS - ZONE	2		06/01/2018	\$33.87	\$7.70	\$13.55	\$0.00	\$55.12
			12/01/2018	\$34.71	\$7.70	\$13.55	\$0.00	\$55.96
			06/01/2019	\$35.58	\$7.70	\$13.55	\$0.00	\$56.83
			12/01/2019	\$36.44	\$7.70	\$13.55	\$0.00	\$57.69

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
LABORERS - ZONE Z	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15
LABORER: TREE REMOVER	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
LABORERS - ZONE 2	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15
This classification applies to all tree work associated with the removal o a utility company for the purpose of operation, maintenance or repair of		oval of branches			not done for	
LASER BEAM OPERATOR	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

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			- Bilective Di	Dase			Unemployment	
IARBLE & TI RICKLAYERS LOG			08/01/201	7 \$39.82	\$10.75	\$17.80	\$0.00	\$68.37
CALMIERS LOC	CAL 3 - MARI	DLE & TILE	02/01/201	8 \$39.82	\$10.75	\$18.34	\$0.00	\$68.91
			08/01/201	\$40.90	\$10.75	\$18.47	\$0.00	\$70.12
			02/01/2019	9 \$41.41	\$10.75	\$18.47	\$0.00	\$70.63
			08/01/2019	\$42.49	\$10.75	\$18.61	\$0.00	\$71.85
			02/01/2020	\$43.00	\$10.75	\$18.61	\$0.00	\$72.36
			08/01/2020	\$44.08	\$10.75	\$18.76	\$0.00	\$73.59
			02/01/202	\$44.59	\$10.75	\$18.76	\$0.00	\$74.10
			08/01/202	\$45.71	\$10.75	\$18.92	\$0.00	\$75.38
			02/01/2022	2 \$46.18	\$10.75	\$18.92	\$0.00	\$75.85
	Apprentic Effective	ce - MARBLE & TILE FINISHER Date - 08/01/2017	- Local 3 Marble & Tile					
		ercent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment		
		50	\$19.91	\$10.75	\$17.80	\$0.00		
		50	\$19.91 \$23.89	\$10.75				
		70			\$17.80	\$0.00		
	·	30	\$27.87	\$10.75	\$17.80	\$0.00	*	
	`	00	\$31.86	\$10.75	\$17.80	\$0.00		
	J 5	, o	\$35.84	\$10.75	\$17.80	\$0.00	\$64.39	
	Effective			TT 10	.	Supplemental		
		ercent	Apprentice Base Wage		Pension	Unemployment		· · · · · · · · · · · · · · · · · · ·
		60	\$19.91	\$10.75	\$18.34	\$0.00		
		50	\$23.89	\$10.75	\$18.34	\$0.00		
		0	\$27.87	\$10.75	\$18.34	\$0.00	\$56.96	
		0	\$31.86	\$10.75	\$18.34	\$0.00	\$60.95	
	5 9	0	\$35.84	\$10.75	\$18.34	\$0.00	\$64.93	
	Notes:	отти, жанайтага, ыналыштаг чашарының атадақына қайыназық чырының регологиян ин-	morphism, standardinary "troublesteen, mothers. Ambacations of the substitution of	AND SECURITY	entropies resistantes verterantes .	depolarimo ministrativo, mentinamen i	ACCOUNTS (COLOR) AND COLORS (COLOR) AND COLORS (COLOR)	
		o to Tournormenter Detici1.2						
		e to Journeyworker Ratio:1:3						
ARBLE MAS	ONS,TILE	LAYERS & TERRAZZO MECH	08/01/2017	\$52.10	\$10.75	\$19.35	\$0.00	\$82.20
ARBLE MAS	ONS,TILE	LAYERS & TERRAZZO MECH	08/01/2017 02/01/2018		\$10.75 \$10.75	\$19.35 \$20.03	\$0.00 \$0.00	\$82.20 \$82.88
ARBLE MAS	ONS,TILE	LAYERS & TERRAZZO MECH		\$52.10				
ARBLE MAS	ONS,TILE	LAYERS & TERRAZZO MECH	02/01/2018	\$52.10 \$53.45	\$10.75	\$20.03	\$0.00	\$82.88
ARBLE MAS	ONS,TILE	LAYERS & TERRAZZO MECH	02/01/2018 08/01/2018	\$52.10 \$53.45 \$54.07	\$10.75 \$10.75	\$20.03 \$20.16	\$0.00 \$0.00	\$82.88 \$84.36
ARBLE MAS	ONS,TILE	LAYERS & TERRAZZO MECH	02/01/2018 08/01/2018 02/01/2019	\$52.10 \$53.45 \$54.07 \$55.42	\$10.75 \$10.75 \$10.75	\$20.03 \$20.16 \$20.16	\$0.00 \$0.00 \$0.00	\$82.88 \$84.36 \$84.98
	ONS,TILE	LAYERS & TERRAZZO MECH	02/01/2018 08/01/2018 02/01/2019 08/01/2019	\$52.10 \$53.45 \$54.07 \$55.42 \$56.05	\$10.75 \$10.75 \$10.75 \$10.75	\$20.03 \$20.16 \$20.16 \$20.30	\$0.00 \$0.00 \$0.00 \$0.00	\$82.88 \$84.36 \$84.98 \$86.47
ARBLE MAS	ONS,TILE	LAYERS & TERRAZZO MECH	02/01/2018 08/01/2018 02/01/2019 08/01/2019 02/01/2020	\$52.10 \$53.45 \$54.07 \$55.42 \$56.05 \$57.40	\$10.75 \$10.75 \$10.75 \$10.75 \$10.75	\$20.03 \$20.16 \$20.16 \$20.30 \$20.30	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$82.88 \$84.36 \$84.98 \$86.47 \$87.10
ARBLE MAS	ONS,TILE	LAYERS & TERRAZZO MECH	02/01/2018 08/01/2018 02/01/2019 08/01/2019 02/01/2020 08/01/2020	\$52.10 \$53.45 \$54.07 \$55.42 \$56.05 \$57.40 \$58.04	\$10.75 \$10.75 \$10.75 \$10.75 \$10.75 \$10.75	\$20.03 \$20.16 \$20.16 \$20.30 \$20.30 \$20.45	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$82.88 \$84.36 \$84.98 \$86.47 \$87.10 \$88.60

Effective Date Base Wage Health

Classification

Supplemental Unemployment

Pension

Total Rate

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Supplemental Unemployment

Pension

			ARBLE-TILE-TERRAZZO	MECHANIC - Local 3 Ma	rble & Tile				
	Effecti Step	ve Date - percent	08/01/2017	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total R	ate
	1	50		\$26.05	\$10.75	\$19.35	\$0.00	\$56	.15
	2	60		\$31.26	\$10.75	\$19.35	\$0.00	\$61	.36
	3	70		\$36.47	\$10.75	\$19.35	\$0.00	\$66	.57
	4	80		\$41.68	\$10.75	\$19.35	\$0.00	\$71	.78
	5	90		\$46.89	\$10.75	\$19.35	\$0.00	\$76	.99
	Effecti	ve Date -	02/01/2018				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total R	ate
	1	50		\$26.05	\$10.75	\$20.03	\$0.00	\$56.	83
	2	60		\$31.26	\$10.75	\$20.03	\$0.00	\$62.	04
	3	70		\$36.47	\$10.75	\$20.03	\$0.00	\$67.	25
	4	80		\$41.68	\$10.75	\$20.03	\$0.00	\$72.	46
	5	5 90		\$46.89	\$10.75	\$20.03	\$0.00	\$77.	67
	Notes:	, and an analysis of the second	NORTH-UNIT EPERSONNE WARMANNE REQUIREMENT VISIONALISE -	mentantum, verselijorium, herrocionariii riporantum, mijeroshida, horrocioloidi		proceduration and an experience of the procedurations.	proportionally ventures our transference pro-	paravana www.macanna macanapanna militra	
	Appre	ntice to Jou	urneyworker Ratio:1:5	M-PERSONAL BESTER SERVICE TO A SERVICE STATE OF THE SERVICE SE	противови. Дерованского персоотпротор	полиционную, иншинировую полисточного.	AND THE PROPERTY OF THE PROPERTY AND THE		V
MECH. SWEE			ON CONST. SITES)	12/01/2017	\$46.1	7 \$10.50	\$15.50	\$0.00	\$72.17
For apprentic	e rates see "	Apprentice- O	PERATING ENGINEERS"						
MECHANICS OPERATING ENG				12/01/2017	\$46.17	7 \$10.50	\$15.50	\$0.00	\$72.17
For apprentice	e rates see ".	Apprentice- O	PERATING ENGINEERS"						
MILLWRIGH"	•	•		10/01/2017	\$36.32	2 \$9.90	\$18.50	\$0.00	\$64.72
AILLWRIGHTS LO	OCAL 1121	- Zone 2		04/01/2018	\$37.17	7 \$9.90	\$18.50	\$0.00	\$65.57
				10/01/2018	\$38.02	2 \$9.90	\$18.50	\$0.00	\$66.42
				04/01/2019	\$38.87	7 \$9.90	\$18.50	\$0.00	\$67.27

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Pension

Notes	A	prentice - M	IILLWRIGHT - Local 1121	Zone 2					
1 55 S19.98 S9.90 S5.31 S0.00 S35.19			10/01/2017						
2 65 S23,61 S9,90 S15,13 S0,00 S48,64 3 75 S27,24 S9,90 S16,10 S0,00 S53,24 4 85 S30,87 S9,90 S17,06 S0,00 S57,83 Effective Date - 04/01/2018 Step percent				Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	<u> </u>
Step percent		55		\$19.98	\$9.90	\$5.31	\$0.00	\$35.19	•
A 85 S30.87 S9.90 S17.06 S0.00 S57.83	2	65		\$23.61	\$9.90	\$15.13	\$0.00	\$48.64	
Effective Date	3	75		\$27.24	\$9.90	\$16.10	\$0.00	\$53.24	
Notes: Steps are 2,000 hours	4	85		\$30.87	\$9.90	\$17.06	\$0.00	\$57.83	
Notes:	Ef	fective Date -	04/01/2018				Supplemental		
Steps are 2,000 hours	St	ep percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
3 75 4 85 527.88 \$9.90 \$16.10 \$0.00 \$53.88 4 85 531.59 \$9.90 \$17.06 \$0.00 \$558.55 Notes:	1	55		\$20.44	\$9.90	\$5.31	\$0.00	\$35.65	
Notes:	2	65		\$24.16	\$9.90	\$15.13	\$0.00	\$49.19	
Notes: Steps are 2,000 hours Apprentice to Journeyworker Ratio:1:5	3	75		\$27.88	\$9.90	\$16.10	\$0.00	\$53.88	
Steps are 2,000 hours	4	85		\$31.59	\$9.90	\$17.06	\$0.00	\$58.55	
MORTAR MIXER	No	otes:	negration of the contraction of	AND THE PROPERTY AND THE PROPERTY AND THE PROPERTY OF THE PROP	Berronkstalann, sector brougher Vernesberchröde Ar	apricontent touristics was very section.	Annual Colonia (Colonia Colonia Coloni	Annual terrorises services services	
MORTAR MIXER		Stens are	2.000 hours					z.	
ABORERS - ZONE 2	A		-	MATERIANA Brain Michigalium Materialise et Novelderbaum haverschille beverschilten det	n princerel made — harbouristicoperistico — francescificações (made — harbouristicope)	ativataban situationalistic visionalisticitic.		Quantity patricularity equality and the angular	
D6/01/2018 S33.92 S7.70 S13.60 S0.00 S55.22	MORTAR MIXER			12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54,38
12/01/2018 \$34.76 \$7.70 \$13.60 \$0.00 \$56.06 06/01/2019 \$35.63 \$7.70 \$13.60 \$0.00 \$56.93 12/01/2019 \$36.49 \$7.70 \$13.60 \$0.00 \$57.79 06/01/2020 \$37.38 \$7.70 \$13.60 \$0.00 \$57.79 06/01/2020 \$37.38 \$7.70 \$13.60 \$0.00 \$58.68 12/01/2020 \$38.27 \$7.70 \$13.60 \$0.00 \$59.57 06/01/2021 \$39.19 \$7.70 \$13.60 \$0.00 \$59.57 06/01/2021 \$39.19 \$7.70 \$13.60 \$0.00 \$60.49 12/01/2021 \$40.10 \$7.70 \$13.60 \$0.00 \$61.40 For apprentice rates see "Apprentice- LABORER" OILER (OTHER THAN TRUCK CRANES, GRADALLS) 12/01/2017 \$23.24 \$10.50 \$15.50 \$0.00 \$49.24 For apprentice rates see "Apprentice- OPERATING ENGINEERS" OTHER POWER BLOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" OTHER POWER DRIVEN EQUIPMENT - CLASS II 12/01/2017 \$46.17 \$10.50 \$15.50 \$0.00 \$72.17 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" PAINTER (BRIDGES/TANKS) 01/01/2017 \$51.41 \$7.85 \$16.10 \$0.00 \$75.36 Oncolumn 1	LABORERS - ZONE 2								
06/01/2019 \$35.63 \$7.70 \$13.60 \$0.00 \$56.93 12/01/2019 \$36.49 \$7.70 \$13.60 \$0.00 \$57.79 06/01/2020 \$37.38 \$7.70 \$13.60 \$0.00 \$58.68 12/01/2020 \$37.38 \$7.70 \$13.60 \$0.00 \$58.68 12/01/2020 \$38.27 \$7.70 \$13.60 \$0.00 \$59.57 06/01/2021 \$39.19 \$7.70 \$13.60 \$0.00 \$60.49 12/01/2021 \$40.10 \$7.70 \$13.60 \$0.00 \$60.49 12/01/2021 \$40.10 \$7.70 \$13.60 \$0.00 \$61.40 For apprentice rates see "Apprentice- LABORER" OILER (OTHER THAN TRUCK CRANES, GRADALLS)									
12/01/2019 \$36.49 \$7.70 \$13.60 \$0.00 \$57.79				06/01/2019			\$13.60	\$0.00	
12/01/2020 \$38.27 \$7.70 \$13.60 \$0.00 \$59.57							\$13.60	\$0.00	
12/01/2020 \$38.27 \$7.70 \$13.60 \$0.00 \$59.57				06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
12/01/2021 \$40.10 \$7.70 \$13.60 \$0.00 \$61.40				12/01/2020		\$7.70	\$13.60	\$0.00	\$59.57
OILER (OTHER THAN TRUCK CRANES, GRADALLS) 12/01/2017 \$23.24 \$10.50 \$15.50 \$0.00 \$49.24				06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
OILER (OTHER THAN TRUCK CRANES, GRADALLS) 12/01/2017 \$23.24 \$10.50 \$15.50 \$0.00 \$49.24 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" OTHER POWER DRIVEN EQUIPMENT - CLASS II 12/01/2017 \$46.17 \$10.50 \$15.50 \$0.00 \$72.17 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" PAINTER (BRIDGES/TANKS) 01/01/2017 \$51.41 \$7.85 \$16.10 \$0.00 \$75.36				12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
### Por apprentice rates see "Apprentice- OPERATING ENGINEERS" OILER (TRUCK CRANES, GRADALLS) **OPERATING ENGINEERS LOCAL 4** For apprentice rates see "Apprentice- OPERATING ENGINEERS" OTHER POWER DRIVEN EQUIPMENT - CLASS II **OPERATING ENGINEERS LOCAL 4** For apprentice rates see "Apprentice- OPERATING ENGINEERS" PAINTER (BRIDGES/TANKS) **ONO \$72.17 **OPERATING ENGINEERS LOCAL 4** **For apprentice rates see "Apprentice- OPERATING ENGINEERS" **O1/01/2017 \$51.41 \$7.85 \$16.10 \$0.00 \$75.36									
OILER (TRUCK CRANES, GRADALLS) 12/01/2017 \$27.40 \$10.50 \$15.50 \$0.00 \$53.40 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" OTHER POWER DRIVEN EQUIPMENT - CLASS II 12/01/2017 \$46.17 \$10.50 \$15.50 \$0.00 \$72.17 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" PAINTER (BRIDGES/TANKS) 01/01/2017 \$51.41 \$7.85 \$16.10 \$0.00 \$75.36	· ·		CRANES,GRADALLS)	12/01/2017	\$23.24	\$10.50	\$15.50	\$0.00	\$49.24
PAINTER (BRIDGES/TANKS) For apprentice rates see "Apprentice- OPERATING ENGINEERS" 12/01/2017 \$46.17 \$10.50 \$15.50 \$0.00 \$72.17 \$72.17 \$10.50 \$15.50 \$0.00 \$72.17 \$72.17 \$10.50 \$15.50 \$0.00 \$72.17 \$73.17 \$10.50 \$15.50 \$0.00 \$72.17 \$74.17 \$10.50 \$15.50 \$0.00 \$72.17	For apprentice rates	see "Apprentice- (PERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II 12/01/2017 \$46.17 \$10.50 \$15.50 \$0.00 \$72.17 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" PAINTER (BRIDGES/TANKS) 01/01/2017 \$51.41 \$7.85 \$16.10 \$0.00 \$75.36			DALLS)	12/01/2017	\$27.40	\$10.50	\$15.50	\$0.00	\$53.40
PAINTER (BRIDGES/TANKS) OPERATING ENGINEERS" 01/01/2017 \$51.41 \$7.85 \$16.10 \$0.00 \$75.36	For apprentice rates	see "Apprentice- (PERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) 01/01/2017 \$51.41 \$7.85 \$16.10 \$0.00 \$75.36		-	PMENT - CLASS II	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
, OI/OI/DOI / WOIIII WITO	For apprentice rates	see "Apprentice- (PERATING ENGINEERS"						
	•	,		01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

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Apprentice -	PAINTER Local 35	- BRIDGES/TANKS
Effective Date	- 01/01/2017	

Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	50		\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
	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
5	75		\$38.56	\$7.85	\$14,44	\$0.00	\$60.85
7	80		\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
3	90		\$46.27	\$7.85	\$15.44	\$0.00	\$69.56
otes:		personal membershin anamoksina membershiliki shindatilihi	THE CONTRACTOR AND ADMINISTRATION OF THE CONTRACTOR ADMINISTRATION AND ADMINISTRATION ADMINISTRATI	acromonia alcongraphia separate	arm Transitionis And Anna Control And Control	, whichigador Westerlands Washingtonia, whichightee	NAMES ASSESSMENT PROPERTY.
	Steps are	750 hrs.					} T

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *

01/01/2017 \$42.31 \$7.85 \$16.10 \$0.00 \$66.26

NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date -		01/01/2017				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
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:	P WARRANT MANAGEMENT ALL	BRANCON AMERICAN TONONOOM, STANCONOON, CONNICTIN	Westerlands represented the second structure seconds and second s	Production Control or Production		v kallingstorm Administrative Inflationalists Visioficialism		
	Steps are	750 hrs.					1	

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT) 01/01/2017 \$40.37 \$7.85 \$16.10 \$0.00 \$64.32

PAINTERS LOCAL 35 - ZONE 2

Issue Date: 01/30/2018

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^{*} If 30% or more of surfaces to be painted are new construction,

Pension Supplemental Tunemployment

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effect	ive Date -	01/01/2017				Supplemental	m . 1D .
Step	percent		Apprentice Base Wage	Health	Pension	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:	w annualistic within the contraction of the contrac	manen "mencamonamona Burandahandaria Ameliondologianea Witherson ang Man	endanine annancia, minimizing providents establique orsamizin victoria	- American Americans American American I	and introduction the property to the second second	and a second sec	**************************************
	Steps are 75	50 hrs.	è				1

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
LABORERS - ZONE 2	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) *	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

^{*} If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

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Step	ive Date - 01/01/2017 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.	mage privacy minima sympton substitute deviation depotents resolven	MANUAL MANUAL VIOLENCE VIOLENCE	ouen amulakaldekkiri Vinurishinuheki Virteedilirin	Montecopies, constructions expensive ent amongonism.	wastened Appleaning annual

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92
PAINTERS LOCAL 35 - ZONE 2						

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:	a management accommon aproximita supremone Avenue into attractions with	markan markanan salahandari salahandari mendidakan salahandari salahandari Markanan mendidakan mendidakan mendidakan	acceptation of the contraction o	man interconstante décondrático principales	r vaccascerina, inclusionitàs idelligiolistici Westerleinis	Transmission Americanistic Microstopy
	Steps are 750 hrs.					

rippi entice to boarney worker reasonries						
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	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
DECK) PILE DRIVER LOCAL 56 (ZONE I)	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
,	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
PILE DRIVER LOCAL 56 (ZONE I)	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

Supplemental

Total Rate

Step	ive Date - percent	08/01/2017	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$22.14	\$9.90	\$21.15	\$0.00	\$53.19
2	60		\$26.56	\$9.90	\$21.15	\$0.00	\$57.61
3	70		\$30.99	\$9.90	\$21.15	\$0.00	\$62.04
4	75		\$33.20	\$9.90	\$21.15	\$0.00	\$64.25
5	80		\$35.42	\$9.90	\$21.15	\$0.00	\$66.47
6	80		\$35.42	\$9.90	\$21.15	\$0.00	\$66.47
7	90		\$39.84	\$9.90	\$21.15	\$0.00	\$70.89
8	90		\$39.84	\$9.90	\$21.15	\$0.00	\$70.89
Effect	ive Date -	08/01/2018				Supplemental	
E ffect Step	ive Date - percent	08/01/2018	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step		08/01/2018	Apprentice Base Wage \$23.29	Health \$9.90	Pension \$21.15		Total Rate
	percent	08/01/2018				Unemployment	\$54.34
Step 1	percent 50	08/01/2018	\$23.29	\$9.90	\$21.15	Unemployment \$0.00	\$54.34 \$58.99
Step 1	50 60	08/01/2018	\$23.29 \$27.94	\$9.90 \$9.90	\$21.15 \$21.15	\$0.00 \$0.00	\$54.34 \$58.99 \$63.65
Step 1 2 3	50 60 70	08/01/2018	\$23.29 \$27.94 \$32.60	\$9.90 \$9.90 \$9.90	\$21.15 \$21.15 \$21.15	\$0.00 \$0.00 \$0.00	
Step 1 2 3	50 60 70 75	08/01/2018	\$23.29 \$27.94 \$32.60 \$34.93	\$9.90 \$9.90 \$9.90 \$9.90	\$21.15 \$21.15 \$21.15 \$21.15	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$54.34 \$58.99 \$63.65 \$65.98
Step 1 2 3 4	50 60 70 75 80	08/01/2018	\$23.29 \$27.94 \$32.60 \$34.93 \$37.26	\$9.90 \$9.90 \$9.90 \$9.90 \$9.90	\$21.15 \$21.15 \$21.15 \$21.15 \$21.15	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$54.34 \$58.99 \$63.65 \$65.98 \$68.31

Apprentice - PIPEFITTER - Local 537

Apprentice to Journeyworker Ratio:1:5

Step	ive Date - 03/01/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.48	\$9.70	\$7.50	\$0.00	\$37.68
2	45	\$23.04	\$9.70	\$18.14	\$0.00	\$50.88
3	60	\$30.71	\$9.70	\$18.14	\$0.00	\$58.55
ļ	70	\$35.83	\$9.70	\$18.14	\$0.00	\$63.67
5	80	\$40.95	\$9.70	\$18.14	\$0.00	\$68.79

03/01/2017

PIPEFITTER & STEAMFITTER

PIPEFITTERS LOCAL 537

** 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:**

\$9.70

\$51.19

\$18.14

\$0.00

\$79.03

Classification			Effective Da	ite Base Wag	e Health	Pension	Supplemental Unemployment	Total Rat
PIPELAYER			12/01/201	7 \$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2			06/01/201	8 \$33.92	\$7.70	\$13.60	\$0.00	\$55.22
			12/01/201	8 \$34.76	\$7.70	\$13.60	\$0.00	\$56.06
			06/01/201	9 \$35.63	\$7.70	\$13.60	\$0.00	\$56.93
			12/01/201	9 \$36.49	\$7.70	\$13.60	\$0.00	\$57.79
			06/01/202	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
			12/01/202	38.27	\$7.70	\$13.60	\$0.00	\$59.57
			06/01/202	1 \$39.19	\$7.70	\$13.60	\$0.00	\$60.49
			12/01/202	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see		LABORER"						
PLUMBERS & GASF PLUMBERS & GASFITTER			09/01/201	7 \$53.94	\$11.57	\$15.26	\$0.00	\$80.77
Bembling Collin 11 12 10	B BOCHB 12		03/01/201	\$55.44	\$11.57	\$15.26	\$0.00	\$82.27
			09/01/201	\$56.94	\$11.57	\$15.26	\$0.00	\$83.77
			03/01/201	\$58.44	\$11.57	\$15.26	\$0.00	\$85.27
			09/01/2019	\$59.94	\$11.57	\$15.26	\$0.00	\$86.77
			03/01/2020	\$61.44	\$11.57	\$15.26	\$0.00	\$88.27
			09/01/2020	\$62.94	\$11.57	\$15.26	\$0.00	\$89.77
			03/01/202	\$64.44	\$11.57	\$15.26	\$0.00	\$91.27
Effec Step	tive Date - percent	<i>LUMBER/GASFITTER -</i> 09/01/2017	Local 12 Apprentice Base Wage	Health	Pension	Supplementa Unemploymen	Total Rate	
1	35		\$18.88	\$11.57	\$5.54	\$0.00	\$35.99	
2	40		\$21.58	\$11.57	\$6.29	\$0.00	\$39.44	
3	55		\$29.67	\$11.57	\$8.53	\$0.00	\$49.77	
4	65		\$35.06	\$11.57	\$10.03	\$0.00	\$56.66	
5	75		\$40.46	\$11.57	\$11.52	\$0.00	\$63.55	
Effect Step	tive Date -	03/01/2018	Apprentice Base Wage	Health	Pension	Supplemental Unemployment		
1	35		\$19.40	\$11.57	\$5,54	\$0.00	\$36.51	
2	40		¢22.10	¢11.57	ec 20	\$0.00		

4	65		\$35.06	\$11.57	\$10.03	\$0.00	\$56.66
5	75		\$40.46	\$11.57	\$11.52	\$0.00	\$63.55
Effecti	ve Date -	03/01/2018				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	35		\$19.40	\$11.57	\$5.54	\$0.00	\$36.51
2	40		\$22.18	\$11.57	\$6.29	\$0.00	\$40.04
3	55		\$30.49	\$11.57	\$8.53	\$0.00	\$50.59
4	65		\$36.04	\$11.57	\$10.03	\$0.00	\$57.64
5	75		\$41.58	\$11.57	\$11.52	\$0.00	\$64.67

03/01/2017

\$51.19

\$9.70

\$18.14

\$0.00

\$79.03

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC CONTROLS (TEMP.)

PIPEFITTERS LOCAL 537

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR LABORERS - ZONE 2	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
POWDERMAN & BLASTER LABORERS - ZONE 2	12/01/2017	\$33.83	\$7.70	\$13.60	\$0.00	\$55.13
LADOREKS - ZUNE Z	06/01/2018	\$34.67	\$7.70	\$13.60	\$0.00	\$55.97
	12/01/2018	\$35.51	\$7.70	\$13.60	\$0.00	\$56.81
	06/01/2019	\$36.38	\$7.70	\$13.60	\$0.00	\$57.68
	12/01/2019	\$37.24	\$7.70	\$13.60	\$0.00	\$58.54
	06/01/2020	\$38.13	\$7.70	\$13.60	\$0.00	\$59.43
	12/01/2020	\$39.02	\$7.70	\$13.60	\$0.00	\$60.32
	06/01/2021	\$39.94	\$7.70	\$13.60	\$0.00	\$61.24
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$40.85	\$7.70	\$13.60	\$0.00	\$62.15
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) TEAMSTERS LOCAL 25c	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER TEAMSTERS LOCAL 25c	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) **CARPENTERS - ZONE 2 (Residential Wood)	06/01/2016	\$25.32	\$9.80	\$16.82	\$0.00	\$51.94
RESIDENTIAL WOOD FRAME CARPENTER **	10/01/2017	\$26.25	\$7.07	\$7.86	\$0.00	\$41.18
** The Residential Wood Frame Carpenter classification applies	04/01/2018	\$26.67	\$7.07	\$7.86	\$0.00	\$41.60
only to the construction of new, wood frame residences that do	10/01/2018	\$20.07	\$7.07	\$7.86	\$0.00	\$42.02
ot exceed four stories including the basement. CARPENTERS -ZONE (Residential Wood)	04/01/2019	\$27.52	\$7.07	\$7.86	\$0.00	\$42.45
	10/01/2019	\$27.95	\$7.07 \$7.07	\$7.86	\$0.00	\$42.43

 $10/01/2019 \hspace{0.2cm} \$27.95 \hspace{0.2cm} \$7.07 \hspace{0.2cm} \7.86 As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

Issue Date: 01/30/2018 Wage Request Number: 20180130-068 Page 25 of 33

Pension

Apprentice -	CARPENTER (Residential Wood Frame) - Zone 2
Effective Date -	10/01/2017

	Effectiv	ve Date -	10/01/2017				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment		:
	1	60		\$15.75	\$7.07	\$0.00	\$0.00	\$22.82	
	2	60		\$15.75	\$7.07	\$0.00	\$0.00	\$22.82	
	3	65		\$17.06	\$7.07	\$7.86	\$0.00	\$31.99	
	4	70		\$18.38	\$7.07	\$7.86	\$0.00	\$33.31	
	5	75		\$19.69	\$7.07	\$7.86	\$0.00	\$34.62	
	6	80		\$21.00	\$7.07	\$7.86	\$0.00	\$35.93	
	7	85		\$22.31	\$7.07	\$7.86	\$0.00	\$37.24	
	8	90		\$23.63	\$7.07	\$7.86	\$0.00	\$38.56	
		e Date -	04/01/2018				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	60		\$16.00	\$7.07	\$0.00	\$0.00	\$23.07	
	2	60		\$16.00	\$7.07	\$0.00	\$0.00	\$23.07	
	3	65		\$17.34	\$7.07	\$7.86	\$0.00	\$32.27	
	4	70		\$18.67	\$7.07	\$7.86	\$0.00	\$33.60	
	5	75		\$20.00	\$7.07	\$7.86	\$0.00	\$34.93	
	6	80		\$21.34	\$7.07	\$7.86	\$0.00	\$36.27	
	U								
	7	85		\$22.67	\$7.07	\$7.86	\$0.00	\$37.60	
	7 8		orninari sarringan selakatan selakatan sembanasa nasiranan	\$22.67 \$24.00	\$7.07 \$7.07	\$7.86 \$7.86	\$0.00 \$0.00	\$37.60 \$38.93	
	7 8 Notes:	85 90 % Indentu Step 1&2	ared After 10/1/17; 45/45/. \$18.88/3&4 \$26.26/5&6	\$24.00					
DE ON MOD	7 8 Notes:	85 90 % Indenti Step 1&2 tice to Joi	\$18.88/ 3&4 \$26.26/ 5&6 urneyworker Ratio:1:5	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93	\$7.07	\$7.86	\$0.00	\$38.93	
	7 8 Notes: Appren TORIZED	85 90 % Indenti Step 1&2 tice to Joi	\$18.88/3&4 \$26.26/5&6	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017	\$7.07	\$7.86	\$0.00	\$38.93	
	7 8 Notes: Appren TORIZED	85 90 % Indenti Step 1&2 tice to Joi	\$18.88/ 3&4 \$26.26/ 5&6 urneyworker Ratio:1:5	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018	\$7.07 \$33.08 \$33.92	\$7.86 \$7.70 \$7.70	\$0.00 \$13.60 \$13.60	\$38.93 	\$55.22
	7 8 Notes: Appren TORIZED	85 90 % Indenti Step 1&2 tice to Joi	\$18.88/ 3&4 \$26.26/ 5&6 urneyworker Ratio:1:5	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018 12/01/2018	\$33.08 \$33.92 \$34.76	\$7.86 \$7.70 \$7.70 \$7.70	\$13.60 \$13.60 \$13.60	\$38.93 \$0.00 \$0.00 \$0.00	\$55.22 \$56.06
	7 8 Notes: Appren TORIZED	85 90 % Indenti Step 1&2 tice to Joi	\$18.88/ 3&4 \$26.26/ 5&6 urneyworker Ratio:1:5	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018 12/01/2018 06/01/2019	\$33.08 \$33.92 \$34.76 \$35.63	\$7.86 \$7.70 \$7.70 \$7.70 \$7.70	\$13.60 \$13.60 \$13.60 \$13.60	\$38.93 \$0.00 \$0.00 \$0.00 \$0.00	\$55.22 \$56.06 \$56.93
	7 8 Notes: Appren TORIZED	85 90 % Indenti Step 1&2 tice to Joi	\$18.88/ 3&4 \$26.26/ 5&6 urneyworker Ratio:1:5	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018 12/01/2019 12/01/2019	\$33.08 \$33.92 \$34.76 \$35.63 \$36.49	\$7.86 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70	\$13.60 \$13.60 \$13.60 \$13.60 \$13.60	\$38.93 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$55.22 \$56.06 \$56.93 \$57.79
	7 8 Notes: Appren TORIZED	85 90 % Indenti Step 1&2 tice to Joi	\$18.88/ 3&4 \$26.26/ 5&6 urneyworker Ratio:1:5	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018 12/01/2019 12/01/2019 06/01/2020	\$33.08 \$33.92 \$34.76 \$35.63 \$36.49 \$37.38	\$7.86 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70	\$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60	\$38.93 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$55.22 \$56.06 \$56.93 \$57.79 \$58.68
	7 8 Notes: Appren TORIZED	85 90 % Indenti Step 1&2 tice to Joi	\$18.88/ 3&4 \$26.26/ 5&6 urneyworker Ratio:1:5	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018 12/01/2019 12/01/2019 06/01/2020 12/01/2020	\$33.08 \$33.92 \$34.76 \$35.63 \$36.49 \$37.38 \$38.27	\$7.86 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70	\$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60	\$38.93 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$55.22 \$56.06 \$56.93 \$57.79 \$58.68 \$59.57
	7 8 Notes: Appren TORIZED	85 90 % Indenti Step 1&2 tice to Joi	\$18.88/ 3&4 \$26.26/ 5&6 urneyworker Ratio:1:5	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018 12/01/2019 12/01/2019 06/01/2020 12/01/2020 06/01/2021	\$33.08 \$33.92 \$34.76 \$35.63 \$36.49 \$37.38 \$38.27 \$39.19	\$7.86 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70	\$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60	\$38.93 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$55.22 \$56.06 \$56.93 \$57.79 \$58.68 \$59.57 \$60.49
	7 8 Notes: Appren TORIZED	% Indenti Step 1&2 tice to Jou	\$18.88/3&4 \$26.26/5&6 urneyworker Ratio:1:5 OPERATOR	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018 12/01/2019 12/01/2019 06/01/2020 12/01/2020	\$33.08 \$33.92 \$34.76 \$35.63 \$36.49 \$37.38 \$38.27	\$7.86 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70	\$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60	\$38.93 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$55.22 \$56.06 \$56.93 \$57.79 \$58.68 \$59.57 \$60.49
For apprentice	7 8 Notes: Appren TORIZED E 2 e rates see "A	% Indenti Step 1&2 tice to Jon BUGGY	\$18.88/3&4 \$26.26/5&6 urneyworker Ratio:1:5 OPERATOR	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018 12/01/2019 12/01/2019 06/01/2020 12/01/2020 06/01/2021	\$33.08 \$33.92 \$34.76 \$35.63 \$36.49 \$37.38 \$38.27 \$39.19	\$7.86 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70	\$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60	\$38.93 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$55.22 \$56.06 \$56.93 \$57.79 \$58.68 \$59.57 \$60.49 \$61.40
For apprentice LLER/SPRE	7 8 Notes: Appren TORIZED E 2 E rates see "A EADER/M INEERS LOC	% Indente Step 1&2 tice to Joi D BUGGY	\$18.88/ 3&4 \$26.26/ 5&6 urneyworker Ratio: 1:5 OPERATOR ABORER"	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018 12/01/2019 12/01/2019 06/01/2020 12/01/2020 06/01/2021 12/01/2021	\$33.08 \$33.92 \$34.76 \$35.63 \$36.49 \$37.38 \$38.27 \$39.19 \$40.10	\$7.86 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70	\$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60	\$38.93 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$54.38 \$55.22 \$56.06 \$56.93 \$57.79 \$58.68 \$59.57 \$60.49 \$61.40
For apprentice LLER/SPRE ERATING ENGI For apprentice OFER (Inc. I	7 8 Notes: Appren TORIZED E 2 EADER/M INEERS LOC rates see "A Roofer Wa	% Indentice Step 1&2 tice to Joi BUGGY pprentice- L TULCHIN CAL 4 pprentice- O	\$18.88/3&4 \$26.26/5&6 urneyworker Ratio:1:5 OPERATOR ABORER" G MACHINE	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018 12/01/2019 12/01/2019 06/01/2020 12/01/2020 06/01/2021 12/01/2021	\$33.08 \$33.92 \$34.76 \$35.63 \$36.49 \$37.38 \$38.27 \$39.19 \$40.10	\$7.86 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70	\$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60	\$38.93 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$55.22 \$56.06 \$56.93 \$57.79 \$58.68 \$59.57 \$60.49 \$61.40
For apprentice OLLER/SPREERATING ENGI For apprentice OOFER (Inc. I	7 8 Notes: Appren TORIZED E 2 EADER/M INEERS LOC rates see "A Roofer Wa	% Indentice Step 1&2 tice to Joi BUGGY pprentice- L TULCHIN CAL 4 pprentice- O	\$18.88/3&4 \$26.26/5&6 urneyworker Ratio:1:5 OPERATOR ABORER" G MACHINE PERATING ENGINEERS"	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018 12/01/2019 12/01/2019 06/01/2020 12/01/2020 06/01/2021 12/01/2021 12/01/2021	\$33.08 \$33.92 \$34.76 \$35.63 \$36.49 \$37.38 \$38.27 \$39.19 \$40.10	\$7.86 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70	\$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60	\$38.93 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$55.22 \$56.06 \$56.93 \$57.79 \$58.68 \$59.57 \$60.49 \$61.40
For apprentice PLLER/SPRE ERATING ENGI For apprentice	7 8 Notes: Appren TORIZED E 2 EADER/M INEERS LOC rates see "A Roofer Wa	% Indentice Step 1&2 tice to Joi BUGGY pprentice- L TULCHIN CAL 4 pprentice- O	\$18.88/3&4 \$26.26/5&6 urneyworker Ratio:1:5 OPERATOR ABORER" G MACHINE PERATING ENGINEERS"	\$24.00 55/55/70/70/80/80 5 \$33.31/ 7&8 \$35.93 12/01/2017 06/01/2018 12/01/2019 12/01/2019 06/01/2020 12/01/2020 12/01/2021 12/01/2021 12/01/2017	\$33.08 \$33.92 \$34.76 \$35.63 \$36.49 \$37.38 \$38.27 \$39.19 \$40.10 \$46.17	\$7.86 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$7.70 \$10.50	\$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60 \$13.60	\$38.93 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$55.22 \$56.06 \$56.93 \$57.79 \$58.68 \$59.57 \$60.49 \$61.40 \$72.17

Supplemental Pension Unemployment

		ve Date - percent	OOFER - Local 33 08/01/2017	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	;
	1	50		\$20.68	\$11.20	\$3.44	\$0.00	\$35.32	
	2	60		\$24.82	\$11.20	\$14.80	\$0.00	\$50.82	
	3	65		\$26.88	\$11.20	\$14.80	\$0.00	\$52.88	
	4	75		\$31.02	\$11.20	\$14.80	\$0.00	\$57.02	
	5	85		\$35.16	\$11.20	\$14.80	\$0.00	\$61.16	
	Effectiv	ve Date -	02/01/2018				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50		\$21.18	\$11.35	\$3.44	\$0.00	\$35.97	
	2	60		\$25.42	\$11.35	\$14.80	\$0.00	\$51.57	
	3	65		\$27.53	\$11.35	\$14.80	\$0.00	\$53.68	
	4	75		\$31.77	\$11.35	\$14.80	\$0.00	\$57.92	
	5	85		\$36.01	\$11.35	\$14.80	\$0.00	\$62.16	
		Step 1 is 2 (Hot Pitch	10, the 1:10; Reroofing: 1: 000 hrs.; Steps 2-5 are 100 Mechanics' receive \$1.00 l rneyworker Ratio:**	0 hrs.		With the second	Managam managam andaranyi vira	-	
		E / PRECAS	ST CONCRETE	08/01/2017	\$41.61	\$11.20	\$14.80	\$0.00	\$67.61
OFERS LOCAL	33			02/01/2018	\$42.61	\$11.35	\$14.80	\$0.00	\$68.76
				08/01/2018		\$11.35	\$14.80	\$0.00	\$69.86
For apprentice	rates see "A	apprentice- RC	OOFER"	02/01/2019			\$14.80	\$0.00	\$71.01
IEETMETAL				08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
IEETMETAL WO	RKERS LO	CAL 17 - A		02/01/2018	\$44.11	\$12.20	\$24.12	\$2,41	\$82.84

Pension

Supplemental Unemployment Total Rate

Step	ive Date - percent	08/01/2017	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40		\$17.53	\$11.45	\$5.61	\$0.00	\$34.59
2	40		\$17.53	\$11.45	\$5.61	\$0.00	\$34.59
3	45		\$19.72	\$11.45	\$10.76	\$1.26	\$43.19
4	45		\$19.72	\$11.45	\$10.76	\$1.26	\$43.19
5	50		\$21.92	\$11.45	\$11.71	\$1.35	\$46.43
6	50		\$21.92	\$11.45	\$11.96	\$1.36	\$46.69
7	60		\$26.30	\$11.45	\$13.61	\$1.54	\$52.90
8	65		\$28.49	\$11.45	\$14.56	\$1.64	\$56.14
9	75		\$32.87	\$11.45	\$16.47	\$1.82	\$62.61
10	0.5		027.26	\$11.45	\$17.87	\$2.00	\$68.58
Effect	85 ive Date -	02/01/2018	\$37.26			Supplemental	
		02/01/2018	\$37.26	\$11.45	\$17,67		406.26
Effect Step	ive Date -	02/01/2018	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
effect tep	percent	02/01/2018	Apprentice Base Wage \$17.64	Health \$12.20	Pension \$5.61	Supplemental Unemployment \$0.00	Total Rate
Effect Step 1	percent 40 40	02/01/2018	Apprentice Base Wage \$17.64 \$17.64	Health \$12.20 \$12.20	Pension \$5.61 \$5.61	Supplemental Unemployment \$0.00	Total Rate \$35.45 \$35.45
Effect Step 1 2	percent 40 40 45	02/01/2018	Apprentice Base Wage \$17.64 \$17.64 \$19.85	Health \$12.20	Pension \$5.61	Supplemental Unemployment \$0.00	Total Rate \$35.45 \$35.45
Effect Step 1 2 3	percent 40 40	02/01/2018	Apprentice Base Wage \$17.64 \$17.64	Health \$12.20 \$12.20	Pension \$5.61 \$5.61	Supplemental Unemployment \$0.00	Total Rate
Effect Step 1 2 3	percent 40 40 45	02/01/2018	Apprentice Base Wage \$17.64 \$17.64 \$19.85	Health \$12.20 \$12.20 \$12.20	Pension \$5.61 \$5.61 \$10.85	Supplemental Unemployment \$0.00 \$0.00 \$1.29	Total Rate \$35.45 \$35.45 \$44.19
	percent 40 40 45 45	02/01/2018	Apprentice Base Wage \$17.64 \$17.64 \$19.85 \$19.85	Health \$12.20 \$12.20 \$12.20 \$12.20	\$5.61 \$5.61 \$10.85 \$10.85	Supplemental Unemployment \$0.00 \$0.00 \$1.29 \$1.29	Total Rate \$35.45 \$35.45 \$44.19
Effect Step 1 2 3 4 5	40 40 45 45 50	02/01/2018	\$17.64 \$17.64 \$19.85 \$19.85 \$22.06	Health \$12.20 \$12.20 \$12.20 \$12.20 \$12.20 \$12.20	\$5.61 \$5.61 \$10.85 \$10.85 \$11.80	Supplemental Unemployment \$0.00 \$0.00 \$1.29 \$1.29 \$1.38	Total Rate \$35.45 \$35.45 \$44.19 \$44.19
Effect Step 1 2 3 4 5 6	40 40 45 45 50	02/01/2018	Apprentice Base Wage \$17.64 \$17.64 \$19.85 \$19.85 \$22.06	Health \$12.20 \$12.20 \$12.20 \$12.20 \$12.20 \$12.20	\$5.61 \$5.61 \$10.85 \$10.85 \$11.80 \$12.05	\$0.00 \$0.00 \$1.29 \$1.38 \$1.39	Total Rate \$35.45 \$35.45 \$44.19 \$44.19 \$47.44 \$47.70
Effect Step 1 2 3 4 5	40 40 45 45 50 50	02/01/2018	\$17.64 \$17.64 \$19.85 \$19.85 \$22.06 \$26.47	Health \$12.20 \$12.20 \$12.20 \$12.20 \$12.20 \$12.20 \$12.20 \$12.20	Pension \$5.61 \$5.61 \$10.85 \$10.85 \$11.80 \$12.05 \$13.70	\$0.00 \$0.00 \$1.29 \$1.38 \$1.39 \$1.57	Total Rate \$35.45 \$35.45 \$44.19 \$44.19 \$47.44 \$47.70 \$53.94

SIGN ERECTOR 06/01/2013 \$7.05 \$0.00 \$39.93 \$25.81 \$7.07 PAINTERS LOCAL 35 - ZONE 2

Apprentice to Journeyworker Ratio:1:4

20180130-068 Page 28 of 33 Issue Date: 01/30/2018 Wage Request Number:

Supplemental Unemployment Total Rate Pension Effective Date Base Wage Health

Apprentice -	SIGN ERECTOR - Local 35 Zone 2
Effective Date	06/01/2013

	ive Date -	06/01/2013				Supplemental	
tep	percent	Married transfer was a second of the second	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55		\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60		\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65		\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70		\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75		\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80		\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85		\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90		\$23.23	\$7.07	\$7.05	\$0.00	\$37.35
lotes:	ne reconstruction to administrate and		Valuesianskii jaansishikkii kuleinnasinen salahistoona assautoossa apergoonaan vajaaryynga	Maddelesson, Sustantinent Karliness	ente immensioner ennaturisigny gyvernitansy.	instruction sensitives backgrown accountained	
	Steps are	4 mos.					1
							1

Apprentice	to Journeywor	ker 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	01/01/2018	\$57.03	\$9.12	\$17.40		\$83.55
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	03/01/2018	\$58.53	\$9.12	\$17.40	\$0.00	\$85.05
	10/01/2018	\$60.03	\$9.12	\$17.40	\$0.00	\$86.55
	01/01/2019	\$60.03	\$9.47	\$17.60	\$0.00	\$87.10
	03/01/2019	\$61.53	\$9.47	\$17.60	\$0.00	\$88.60
	10/01/2019	\$63.03	\$9.47	\$17.60	\$0.00	\$90.10
	03/01/2020	\$64.53	\$9.47	\$17.60	\$0.00	\$91.60
	10/01/2020	\$66.03	\$9.47	\$17.60	\$0.00	\$93.10
	03/01/2021	\$67.53	\$9.47	\$17.60	\$0.00	\$94.60

Page 29 of 33 Issue Date: 01/30/2018 20180130-068 Wage Request Number:

TELECOMMUNICATION TECHNICIAN

ELECTRICIANS LOCAL 103

Pension

\$15.62

\$15.93

\$15.96

\$15.98

\$13.00

\$13.00

\$13.00

\$13.00

\$0.00

\$0.00

\$0.00

\$0.00

\$65.58

\$66.54

\$67.47

\$68.38

Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1 01/01/2018 Effective Date -Supplemental Step percent Apprentice Base Wage Health Pension Unemployment Total Rate 1 35 \$19.96 \$9.12 \$8.90 \$37.98 \$0.00 2 40 \$22.81 \$9.12 \$8.90 \$0.00 \$40.83 3 45 \$25.66 \$9.12 \$8.90 \$0.00 \$43.68 4 50 \$28.52 \$9.12 \$8.90 \$0.00 \$46.54 5 55 \$31.37 \$9.12 \$8.90 \$0.00 \$49.39 6 60 \$34.22 \$9.12 \$10.40 \$0.00 \$53.74 7 65 \$37.07 \$9,12 \$10.40 \$0.00 \$56.59 8 70 \$39.92 \$9.12 \$10.40 \$0.00 \$59.44 9 75 \$42.77 \$9.12 \$10.40 \$0.00 \$62.29 10 80 \$45.62 \$9.12 \$10.40 \$0.00 \$65.14 03/01/2018 Effective Date -Supplemental Step percent Apprentice Base Wage Health Pension Unemployment Total Rate 1 35 \$20.49 \$9.12 \$8.90 \$0.00 \$38.51 2 40 \$23.41 \$9.12 \$8.90 \$0.00 \$41.43 3 45 \$26.34 \$9.12 \$8.90 \$0.00 \$44.36 4 50 \$29.27 \$9.12 \$8.90 \$0.00 \$47.29 5 55 \$32.19 \$9.12 \$8.90 \$0.00 \$50.21 6 60 \$35.12 \$9.12 \$10.40 \$0.00 \$54.64 7 65 \$38.04 \$9.12 \$10.40 \$0.00 \$57.56 8 70 \$40.97 \$9.12 \$10.40 \$0.00 \$60.49 9 75 \$43.90 \$9.12 \$10.40 \$0.00 \$63.42 10 80 \$0.00 \$46.82 \$9.12 \$10.40 \$66.34 **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 12/01/2017 \$46.17 \$10.50 \$15.50 \$0.00 \$72.17 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN \$15.50 \$0.00 12/01/2017 \$46.17 \$10.50 \$72.17 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Page 30 of 33 Issue Date: 01/30/2018 Wage Request Number: 20180130-068

09/01/2017

03/01/2018

09/01/2018

03/01/2019

\$36.96

\$37.61

\$38.51

\$39.40

Pension

App	rent	ice	-	TELECOMMUNICATION TECHNICIAN - Local 103	
T		~		00/01/2017	

]	Effectiv	e Date -	09/01/2017				Supplemental		
:	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	;
	1	40		\$14.78	\$13.00	\$0.44	\$0.00	\$28.22	
	2	40		\$14.78	\$13.00	\$0.44	\$0.00	\$28.22	
	3	45		\$16.63	\$13.00	\$12.55	\$0.00	\$42.18	
	4	45		\$16.63	\$13.00	\$12.55	\$0.00	\$42.18	
	5	50		\$18.48	\$13.00	\$12.82	\$0.00	\$44.30	
	6	55		\$20.33	\$13.00	\$13.10	\$0.00	\$46.43	
	7	60		\$22.18	\$13.00	\$13.39	\$0.00	\$48.57	
	8	65		\$24.02	\$13.00	\$13.66	\$0.00	\$50.68	
	9	70		\$25.87	\$13.00	\$13.95	\$0.00	\$52.82	
	10	75		\$27.72	\$13.00	\$14.22	\$0.00	\$54.94	
		e Date -	03/01/2018				Supplemental		
_	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	40		\$15.04	\$13.00	\$0.45	\$0.00	\$28.49	
	2	40		\$15.04	\$13.00	\$0.45	\$0.00	\$28.49	
	3	45		\$16.92	\$13.00	\$12.74	\$0.00	\$42.66	
,	4	45		\$16.92	\$13.00	\$12.74	\$0.00	\$42.66	
	5	50	•	\$18.81	\$13.00	\$13.03	\$0.00	\$44.84	
•	6	55		\$20.69	\$13.00	\$13.32	\$0.00	\$47.01	
	7	60		\$22.57	\$13.00	\$13.61	\$0.00	\$49.18	
:	8	65		\$24.45	\$13.00	\$13.90	\$0.00	\$51.35	
9	9	70		\$26.33	\$13.00	\$14.19	\$0.00	\$53.52	
	10	75		\$28.21	\$13.00	\$14.48	\$0.00	\$55.69	
1	Notes:	studential violential con	CONTRACTOR SERVICES SERVICES AND ASSESSED SERVICES FOR		Procedure Amendment to the Confessions	ARRAMENTAL ARRAMENTAL MISSINGHIS.	Victorian de la companie de la compa		
1				erne skopitale littlespel skopiense, skolenne umskeben se				b.	
			rneyworker Ratio:1:1	Application illustration described the second secon				The second second second	
RRAZZO FINI Eklayers local			7	08/01/2017	\$51.00	\$10.75	\$19.35	\$0.00	\$81.10
	.,,,,,,	abbe a ribi	•	02/01/2018	\$51.00	\$10.75	\$20.03	\$0.00	\$81.78
				08/01/2018	\$52.35	\$10.75	\$20.16	\$0.00	\$83.26
				02/01/2019	\$52.99	\$10.75	\$20.16	\$0.00	\$83.90
				08/01/2019	\$54.34	\$10.75	\$20.30	\$0.00	\$85.39
				02/01/2020	\$54.98	\$10.75	\$20.30	\$0.00	\$86.03
				08/01/2020	\$56.33	\$10.75	\$20.45	\$0.00	\$87.53
				02/01/2021	\$56.97	\$10.75	\$20.45	\$0.00	\$88.17
				08/01/2021	\$58.37	\$10.75	\$20.61	\$0.00	\$89.73
				02/01/2022	\$58.96	\$10.75	\$20.61	\$0.00	\$90.32

Total Rate

	Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	То	tal Rate
	1	50		\$25.50	\$10.75	\$19.35	\$0.00		\$55.60
	2	60		\$30.60	\$10.75	\$19.35	\$0.00		\$60.70
	3	70		\$35.70	\$10.75	\$19.35	\$0.00		\$65.80
	4	80		\$40.80	\$10.75	\$19.35	\$0.00		\$70.90
	5	90		\$45.90	\$10.75	\$19.35	\$0.00		\$76.00
	Effecti	ve Date -	02/01/2018				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	То	tal Rate
	1	50		\$25.50	\$10.75	\$20.03	\$0.00		\$56.28
	2	60		\$30.60	\$10.75	\$20.03	\$0.00		\$61.38
	3	70		\$35.70	\$10.75	\$20.03	\$0.00		\$66.48
	4	80		\$40.80	\$10.75	\$20.03	\$0.00		\$71.58
	5	90		\$45.90	\$10.75	\$20.03	\$0.00		\$76.68
	Notes:	n arrowance weakener w	wateriaan reinariasi suutorioo eetasekt sisamuun vuotunee e	A MINISTER AND	consideration was sufficiently techniques and	And the second s	territorio de la constanta de	kerikensaki Mensakkinsaki vesso	
	Appre	ntice to Jo	urneyworker Ratio:1:3	konkinkis pinga-kathar evaltin-awar telaharikan akhilirindan ku	oneration annual value describe successive	and the second s	fortunistaniam (esperantation) salahitetaniam Villetin	endoral distriction de describe	desired desired
EST BORIN				12/01/2016	\$37.70	\$7.60	\$14.35	\$0.00	\$59.6
ABORERS - FO									
		Apprentice- L							
EST BORIN 1 <i>BORERS - FO</i>				12/01/2016	\$36.42	\$7.60	\$14.35	\$0.00	\$58.3
For apprenti	ce rates see "	Apprentice- L	ABORER"						
EST BORIN		RER and marini	E	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
monismo i o									
	ce rates see "	Apprentice- L	ABORER"						
For apprenti	PORTABI	E STEAM	ABORER" 1 GENERATORS	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprenti RACTORS/ PERATING EN	PORTABI GINEERS LC ce rates see ".	LE STEAM OCAL 4 Apprentice- O	M GENERATORS OPERATING ENGINEERS"	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
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For apprenti RACTORS/ PERATING EM For apprenti RAILERS F EMSTERS JOI UNNEL WO FOR apprenti UNNEL WO BORERS (COM BORERS (COM BORERS (COM BORERS (COM BORERS (COM	PORTABI GINEERS LC ce rates see ". OR EART INT COUNCI DRK - COI MPRESSED A ce rates see ". DRK - COI MPRESSED A ce rates see ".	LE STEAM OCAL 4 Apprentice- O H MOVIN L NO. 10 ZO MPRESSE (IR) Apprentice- L MPRESSE (IR) Apprentice- L E AIR	M GENERATORS DPERATING ENGINEERS" IG EQUIPMENT NE B D AIR ABORER" D AIR (HAZ. WASTE)	12/01/2016 12/01/2016	\$33.02 \$48.58 \$50.58	\$10.91 \$7.60	\$10.89 \$14.75	\$0.00 \$0.00	\$54.82 \$70.93
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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	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER	09/01/2017	\$53.94	\$11.57	\$15.26	\$0.00	\$80.77
PLUMBERS & GASFITTERS LOCAL 12	03/01/2018	\$55.44	\$11.57	\$15.26	\$0.00	\$82.27
	09/01/2018	\$56.94	\$11.57	\$15.26	\$0.00	\$83.77
	03/01/2019	\$58.44	\$11.57	\$15.26	\$0.00	\$85.27
	09/01/2019	\$59.94	\$11.57	\$15.26	\$0.00	\$86.77
	03/01/2020	\$61.44	\$11.57	\$15.26	\$0.00	\$88.27
	09/01/2020	\$62.94	\$11.57	\$15.26	\$0.00	\$89.77
For apprentice rates see "Apprentice-PLUMBER/PIPEFITTER" or "PLUMBER/GA	03/01/2021 SFITTER"	\$64.44	\$11.57	\$15.26	\$0.00	\$91.27

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.

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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.

- 1.0 State Government Provisions were current as of February 6, 2017.
- 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.

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.

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.

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.

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 balanced 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 one2 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 that is and estimated by the awarding authority to cost less than \$10,000 dollars shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The awarding authority shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. An awarding authority that utilizes a vendor on a statewide contract procured through the operational services division, or a blanket contract procured by the awarding authority pursuant to this section, shall be deemed to have obtained the contract through sound business practices.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall

record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response.

An awarding authority may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this subsection. An awarding authority may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to this section or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost more than \$50,000, and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection (1) of section 44A of chapter 149, estimated to cost more than \$50,000 but not more than \$150,000, shall be awarded to the lowest eligible responsible bidder on the basis of competitive bids publicly opened and read by the awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of: (1) a bid bond, (2) cash, or (3) a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of the bid deposit shall be 5 per cent of the value of the bid. Any person submitting a bid pursuant to this section shall, on such bid, certify as follows:

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

(Name of person signing bid)

(Company)

This subsection shall not apply to the award of any contract subject to the provisions of sections 44A to 44J, inclusive, of chapter 149 and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency: (1) caused by enemy attack, sabotage or other such hostile actions or (2) resulting from an imminent security threat explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this subsection to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided, that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the Awarding Authority or promptly given in writing by the Awarding Authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item

so named or described if, in the opinion of the Awarding Authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three (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 fortynine; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.
- (d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of highways at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than \$50,000 awarded by a governmental body, as defined by section two of chapter thirty B, in accordance with the provisions of section five of said chapter thirty B; and (5) to any contract solely for the purchase of material awarded by a governmental body, as defined by section 2 of chapter 30B, in accordance with section 5 of said chapter 30B, or procured through the operational services division pursuant to sections 22 and 52 of chapter 7.

The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

1.1.5 CHAP. 30 MGL SECTION 39N

Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an Awarding Authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the Contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the Contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor; or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

1.1.6 CHAP. 30 MGL SECTION 390

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:

"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).

"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 subcontracting 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 servicedisabled 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 Natick, 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) (A) Every contract or procurement for the construction, reconstruction, installation, demolition, maintenance or repair of a building by a public agency estimated to cost less than \$10,000 shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The public agency shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. A public agency that utilizes a vendor on a statewide contract procured through the operational services division of the commonwealth, or a blanket contract procured by the public agency pursuant to this subsection, shall be deemed to have obtained the contract through sound business practices.

(B) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building estimated to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible person offering to perform the contract at the lowest price. The public agency shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the public agency and the time period within which the work shall be completed. The public agency shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response. A public agency may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this paragraph. A public agency may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to either section 39M of chapter 30 or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000. For purposes of this paragraph, the term "public notification" shall include, but not be limited to, posting at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the public agency,

- (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the public agency; provided, however, that if the public agency obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the public agency, public notification is not required.
- (C) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than \$50,000 but not more than \$150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read in accordance with the procedure set forth in said section 39M of said chapter 30. The term "pumping station" as used in this section shall mean a building or other structure which houses solely pumps and appurtenant electrical and plumbing fixtures.
- (D) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than \$150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible general bidder on the basis of competitive bids in accordance with the procedure set forth in section 44A to 44H, inclusive.
- (E) When the general court has approved the use of an alternative mode of procurement of construction for a project pursuant to section 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 PARAGRAI NUMBER		DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
		WOF	RKMAN'S COMI (Contractor as I			
SC 5.4	Wor	kman's Compensation	ı	#	\$	
SC 5.4	Emp	loyer's Liability	-	<u>#</u>		
	a. b. c.	Each Accident Disease Policy L Disease Each Em			\$ \$ \$	
		COMMI (Contractor as Insure	ERCIAL GENER d, Owner and En		_	red)
SC 5.4	Gene	General Liability #				
	a. b.	General Aggregate Each Occurrence)		\$ \$	
		3. Contractua4. Independer	ompleted Operation of the contractors of Property Dama; jury		\$ \$ \$ \$ \$ \$	
			JTOMOTIVE LI.			
	a.	Combined Single I	Limit	<u>#</u>	\$	and the same of th
		 Scheduled Hired Auto Non Owned 	S		\$ \$ \$	

INSURANCE CERTIFICATION FORM (Continued)

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
(Co	SS UMBRELLA ared, Owner and		Additional l	Insured)	
a. b.	General Aggregate Each Occurrence		<u>#</u> <u>#</u>	<u>\$</u> \$	
(Co	INS' ntractor as Named Insu	TALLATION For the street of th		Additional I	(nsured)
a. b. c.	General Aggregate Each Occurrence Installation Floater		# # #	\$ \$ \$	
BUILDER'S ALL RISK (Contractor as Named Insured, Owner and Engineer as Additional Insured)					
a. b. c.	General Aggregate Each Occurrence All Risk		# #	\$ \$ \$	
		S PROTECTIV			
a. b.	General Aggregate Each Occurrence		<u>#</u> #	<u>\$</u> <u>\$</u>	
I hereby certify that	the information contain	n herein is accu	rate to the best	t of knowle	dge.
SIGNATURE					
PRINTED NAME			_	DATE	
PRINTED TITLE					

TOWN OF NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151

SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

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	
This Change Order checked by Engineer	Date
This Change Order requested by	
This Change Order prepared by	
This Change Order prepared by Engineer	***************************************
The undersigned agree to the terms of the Change Order.	
Contractor	Date
Owner	Date
Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in cover the total cost of this Change Order is available.	the amount sufficient to
Fown Accountant	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	

Example Calculation Sheet

(1)	Labor		
	Foreman 10 hrs @ \$45.00/hr. Engineer 10 hrs @ 35.00/hr. Operator 10 hrs @ 40.00/hr. Laborers 24 hrs @ 28.00/hr.	\$ 450.00 350.00 400.00 672.00	\$ 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. 15 v.f. precast SMH 2,500.00 Freight (slip # Enclosed)	\$2,250.00 110.00	4,860.00
(4)	Equipment 1 Backhoe 10 hrs @ \$140.00/hr. 1 Truck crane 10 hrs @ \$180.00/hr.	\$1,400.00 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

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculations, Blue Book equipment rental rate printouts, photographs, reports, etc.

Total Cost

- 323.00

\$ 12,269.32

Credits deductible

(7)

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SECTION 01010

SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

- 1. The Base Work of this Contract is located on South Main Street, Natick, Massachusetts.
- 2. The Additional work is located on West Street, Natick, Massachusetts.
- 3. The water mains within the work area may require oversized sleeves, fittings and appurtenances. It is the Contractor's responsibility to verify all piping materials and appurtenances. Contractor shall grind down thick areas of cast iron pipe to allow installation of solid sleeves, fittings and valves.
- 4. The Contractor shall be aware that all gate valves within the work area may require additional work and operation to provide a complete shutdown of the water system. If the Owner cannot obtain a separate water shut down, the Contractor shall provide all work and materials necessary to replace gate valve with compensation and appropriate bid items.
- 5. The Base work (South Main Street) shall include, but shall not necessarily be limited to, providing all labor, materials, equipment and incidentals required to provide the following:
 - a. Cleaning and lining and pre and post television inspection and temporary water piping with services and temporary hydrants for approximately five thousand one hundred (5,100) feet of ten (10)-inch and twelve (12)-inch water mains in South Main Street. Removal and replacement of gate valves and other appurtenances associated with the cleaning and lining.
 - b. Provide service connections from the temporary water service to the customer's service line.
 - c. Provide additional gate valves, hydrants, and appurtenances.
 - d. Trench resurfacing to include two (2) courses of trench base and top.
- 6. South Main Street is a major vehicle commuting road. Therefore, work time in roadway's limited to 8:30 A.M. to 4:00 P.M. local time.
- 7. At all times, a minimum of one (1) -lane of traffic must be maintained.
- 8. Provide all necessary traffic control signs and devices.
- 9. Contractor to furnish five (5) hydrants to the Department of Public Works building, 75 West Street, Natick, for future use.
- 10. The Additional work (West Street) shall include, but shall not necessarily be limited to, providing all labor, materials, equipment and incidentals required to provide the following:
 - a. Cleaning and lining and pre and post television inspection and temporary water piping with services and temporary hydrants for approximately one thousand seven hundred (1,700) feet of ten (10)-

- inch water mains in West Street area. Removal and replacement of gate valves and other appurtenances associated with the cleaning and lining.
- b. Provide service connections from the temporary water service to the customer's service line.
- c. Provide additional gate valves, hydrants, and appurtenances.
- d. Trench resurfacing to include two (2) courses of trench base and top.
- 10. The Contractor will contract with a leak detection company to conduct leak detection survey on the new lined mains. If leaks are detected, other than service leaks, Contractor shall make repairs at his expense if the leaks are located in the piping and lining pit work.

END OF SECTION

SECTION 01015

PRICE ADJUSTMENTS FOR SPECIFIC MATERIALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. In accordance with the requirements of Chapter 30, Section 38A of the General Laws of Massachusetts municipal contracts for water and sewer projects bid under Chapter 30 Section 39M shall include a price adjustment clause for each of the following: fuel, both diesel and gasoline; liquid asphalt; and Portland cement contained in cast-in-place concrete.
 - 1. Payment or Credit shall be applied to the monthly Application for Partial Payment and Application for Final Payment.
 - 2. Compliance with this provision is required; there is no "opting-in" or "opting-out"
 - 3. Price adjustments will only be made if the variance is 5% or more. A variance can result in the Period Price being either higher or lower than the Contractor's Price. Once a 5% difference has been reached, the adjustment will apply.
 - 4. No adjustment will be paid for work done beyond the extended completion date of any contract unless the Awarding Authority has approved an extension of Contract Time for the Contract.
 - 5. Should the Contractor fail to submit delivery documentation as specified in this section, the Owner may calculate the price adjustment using alternative methods and include a credit for the Owners additional expense of estimating these values.
- B. This Contract is subject to Price Adjustments based on cost increases and cost decreases for <u>diesel fuel</u> per gallon and <u>gasoline</u> is per gallon. **Price Adjustments** shall be based on monthly price listings as provided by AAA's Daily Fuel Gauge Report http://fuelgaugereport.aaa.com, Massachusetts Average, for diesel fuel and regular grade gasoline.
- C. This Contract is subject to Price Adjustments based on cost increases and cost decreases for <u>liquid asphalt</u>, per ton. **Price Adjustments** shall be based on monthly price listings as provided by ENR Engineering News Record, Construction Economics http://enr.construction.com/economics/current_costs, Material Price Index, Boston, for Asphalt, Paving PG58
- D. This Contract is subject to Price Adjustments based on cost increases and cost decreases for Portland cement, per ton. **Price Adjustments** shall be based on monthly price listings as provided by ENR Engineering News Record, Construction Economics http://enr.construction.com/economics/current_costs, Material Price Index, Boston for Portland cement.

1.2 SPECIAL PROVISIONS

- A. MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE: This adjustment will provide for either additional compensation to the Contractor or repayment to the Owner, depending on an increase or decrease in the average price of diesel or gasoline. This adjustment will be based on actual on-site fuel utilized during the Contract.
 - 1. <u>Base Price</u>: Base Price of diesel fuel is \$3.014 and regular unleaded gasoline is \$2.594 shall be utilizing the AAA Daily Fuel Gauge Report web site, which includes State Tax.
 - 2. <u>Period Price:</u> Period Price will be the prices listed on AAA website on the first business day of a given month.
 - 3. <u>Total Gallons</u> will be the actual substantiated monthly quantity of fuel used for onsite equipment during the work period from start through the extended time of completion date, reported on a monthly basis.
 - 4. The Price Adjustment will be determined by calculating the price difference between the Base Price (remains constant) and the Period Price (varies monthly), and if that increase or decrease is greater than 5% for that period, the gallons verified for on-site use that period multiplied by the cost difference between the Base Price and the Period Price for that period.
 - 5. It shall be the Contractor's responsibility to provide a summary with backup receipts at the end of each month, which are to include date of purchase, gallons of fuel, type of fuel and company from which the fuel was purchased.

Example Calculation – Diesel Fuel

Base Price AAA	Period Price <u>AAA</u>	Difference Per Gallon	% Change + Or -	Change > 5%
\$3.50	\$3.75	+ \$0.25	7%	Yes

Contractor's Substantiated Monthly Adjustment

Total	Difference	Price
Gallons	Per Gallon	Adjustment
1000	+ \$0.25	+ \$250.00

- B. MONTHLY PRICE ADJUSTMENT FOR ASPHALT CEMENT: The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the project.
 - 1. <u>Base Price</u>: Base Price of liquid asphalt is \$396.42 per ton utilizing the ENR Material Price Index.
 - 2. <u>Period Price:</u> Period Price of liquid asphalt will be referenced to the first report of the month listed on the ENR website for a given month.
 - 3. <u>Total Tons</u> will be derived from the actual substantiated tonnage slips for the month(s) material is delivered.

- 4. The Price Adjustment will be determined by multiplying the price difference between the Base Price (remains constant) and the Period Price (varies monthly) times the number of tons of asphaltic paving placed during each monthly period times the percentage of liquid asphalt content. The calculations will use the midpoint of the specified content range for liquid asphalt (bitumen) content specified by the contract documents for the material delivered.
- 5. It shall be the Contractor's responsibility to provide a summary with backup tonnage slips at the end of each month, which are to include date of purchase, type of asphaltic paving and company from which the mixture was purchased.

Example Calculation – Asphalt Cement

Base Price	Period Price	Difference	% Change	Change > 5%
ENR	ENR	Per Ton	+ Or -	
\$415.71	\$392.18	- \$23.53	5.6%	Yes

Contractor's Substantiated Monthly Adjustment

1000 tons of binder course mix at 4.5 to 5.5% liquid asphalt (bitumen) content

Total Tons Mix	Asphalt Content %	Total Tons Asphalt	Difference Per Ton	Price Adjustment
1000	5%	50	- \$23.53	- \$1,176.50

- C. MONTHLY PRICE ADJUSTMENT FOR PORTLAND CEMENT: The Price Adjustment applies only to the actual Portland cement content in the mixture placed on the project.
 - 1. <u>Base Price</u>: Base Price of Portland cement is \$122.89 per ton utilizing the ENR Material Price Index.
 - 2. <u>Period Price</u>: Period Price of Portland cement will be referenced to the first report of the month on the ENR website for a given month.
 - 3. <u>Total Tons</u> will be derived from the actual substantiated cubic yardage or tonnage slips for the month(s) material is delivered.
 - 4. The Price Adjustment will be a separate payment item and will be determined by multiplying the price difference between the Base Price (remains constant) and the Period Price (varies monthly) times the number of cubic yards of concrete mix delivered during each monthly period times the Portland cement content in tons per cubic yard. The calculations will use the minimum Portland cement content specified by the contract documents for the material delivered.
 - 5. It shall be the Contractor's responsibility to provide a summary with backup delivery slips at the end of each month, which are to include date of purchase, type of concrete mix and company from which the concrete was purchased. Site mixed concrete shall be based upon the weight of the dry product delivered and used, adjusted to Portland cement content if necessary.

Example Calculation – Portland Cement

Base Price ENR	Period Price ENR	Difference Per Ton	% Change + Or -	Change > 5%
\$95.50	\$110.00	+ \$14.50	15.2%	Yes

Contractor's Substantiated Monthly Adjustment

100 cubic yards of Class A concrete mix at 0.26 tons (520 pounds) of Portland cement per cubic yard

Total Mix CY	Cement Content tons/CY	Total Tons Cement	Difference Per Ton	Price Adjustment
100	.26	26	+ \$14.50	+ \$377

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope: The purpose of this section is to define the method of measurement and payment for each of the unit prices or lump sums listed in the Bid. If no bid item appears in the Bid for any of the following described items, no work of that description is anticipated on the project.
 - 1. The Contractor shall thoroughly review the work required for each payment item.
 - 2. The Contractor shall have included in his various bid items, an amount to cover costs for additional work which may be necessary, to complete work in easement and roadway areas, in the close proximity of existing mains, services, poles, fences and other above and below ground facilities, which may exist. The discovery of an Underground Facility during the construction, not shown on the Contract Drawing, shall not constitute automatic initiation of a Change Order, and the additional work required to cross or pass this Underground Facility must be substantial for consideration for additional payment.

B. Related Work

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

C. Definitions

- 1. Insertion Pit: Wherever the term "insertion pit" is utilized in this Contract, it shall be understood to mean pits required to insert the cleaning, lining and Television equipment.
- 2. Miscellaneous Pit: Wherever the terms "Miscellaneous Pit" or "Miscellaneous Piping Pit" or "Piping Pit" are utilized in this Contract, they shall be understood to mean "short-term" pits required to complete piping work not related to cement lining work including but not limited to the following:
 - a. Valve elimination
 - b. New valves outside insertion pits
 - c. Abandonment of side branch connections

1.2 TRENCH PAYMENT LIMITS

- A. Miscellaneous Piping Pits and Additional Excavation and test pits
 - 1. It is the intent of this Contract that all costs associated with trench excavation and refill with excavated material within the normal trench limits for miscellaneous piping pits is to be included under the miscellaneous piping pits item. Excavation and refill beyond these limits ordered by the Owner or necessary due to movement or alteration of an excavated pit, or for fitting or valve replacement within an insertion pit that requires the pit to be enlarged beyond 130% of the payment limits for pits will be considered for payment under the Additional Excavation and Test Pits item. Excavation and refill beyond these limits due to the Contractor's methods of operation will not be considered for payment.
 - a. Satisfactory trench excavated materials meeting the classification of Ordinary or Select Borrow shall be utilized as trench refill material, and the costs for handling and placing this material shall be included in the appropriate pit or additional excavation item.
 - b. The maximum payment limits for a miscellaneous piping pit shall be the actual width, length and depth as measured in the field. Payment will not exceed the maximum limits of 9-feet in length, 7-feet in width, and 7-feet in depth (1.0-foot below pipe). Excavation beyond these limits due to Contractor's convenience will be at no additional cost to the Owner. If pipe depth dictates a trench depth greater than 7-feet, payment for additional approved excavation will be compensated under Additional Excavation and Test Pits item. If pit has to be expanded, as approved by Owner/Engineer, and the pit exceeds the maximum pit size, the additional excavation will be paid under the additional excavation item.
 - c. All costs for furnishing, installing, and removing sheeting bracing or the use of a steel supported box shall be included in this item.
- B. Insertion Pits (cleaning and lining pits)
 - 1. It is the intent of this Contract that all costs associated with trench excavation and refill with excavated material within the normal trench limits for insertion pits (cleaning and lining pits) is to be included under the Cleaning and Cement Mortar Lining 10-inch and 12-inch water mains item.

C. Pavement Limits

1. It is the intent of this Contract to minimize the insertion pit and miscellaneous pit excavation size, and all payment associated with resurfacing will be based on actual size up to a maximum measurement of 9-feet in length and 7-feet in width. Pavement limits shall not be exceeded unless the Contractor is required to cut edges of trench back due to cracked pavement.

2. Resurfacing of pits that required additional excavation beyond these limits and approved by the Owner/Engineer will be considered for payment. Resurfacing beyond these limits due to the Contractor's methods of operation will not be considered for payment.

1.3 SURPLUS MATERIAL

A. All costs for stockpiling, loading, hauling and disposing of surplus material shall be included in the pits and additional excavation items.

1.4 DEWATERING

A. All costs for furnishing, installing and operating a water pipe and groundwater (if present) dewatering system shall be included in the miscellaneous pit and cleaning and lining items.

1.5 UNIFORMED POLICE OFFICERS

- A. Uniformed Police Officers are required for protection of persons or property; the Contractor shall be responsible for making of all arrangements and scheduling in relation thereto. The Police Department shall bill the Water Department directly on a weekly basis, and the Water Department shall pay the amounts due.
- B. If the Contractor fails to cancel a police detail in a timely manner as stipulated by the police department, the contractor shall be responsible for paying that detail cost.

1.6 MEASUREMENT OF QUANTITIES

A. The quantities of the various items of work performed shall be determined, for purposes of progress and final payment, by the Contractor and the Engineer.

The method of measurements to be used in the determination of quantities of the Work of this Contract shall be as specified in this Section.

1. Area Measurements

a. Unless otherwise specified, measurement, for area computations shall be made along the surface and taken to the nearest half (1/2) foot.

2. Linear Foot Measurements

- a. Measurement for length for all items, such as pipe cleaning, lining and television inspection will be along the horizontal centerline of the pipe, with no deductions for valves or fittings. Measurement will be to the nearest tenth of a foot.
- 3. Volume Measurements: In figuring volumes of excavation the following shall apply:
 - a. Excavation Below Grade: Measurements shall be taken to the lines and grades actually excavated as ordered by the Engineer.

- b. Test Pits: Measurements shall be taken to the lines and grades actually excavated, as directed by the Engineer.
- c. Process Gravel, Ordinary and Select Borrow: Volumes shall be calculated from certified weight slips. Conversion factor of weight to volume, of the materials shall be: Gravel 2800 lbs = 1 c.y.
- 4. Lump Sum: the term "lump sum", when used as a unit of payment, shall mean complete payment for the work described in the Contract Documents.
- 5. Ton: When used as a pavement payment item, shall be arrived at by the following method:
 - a. Payment shall be calculated by measurements of the surface area, within the payment limits, by square yards, times the depth of pavement, times a factor of .060 for a conversion to ton basis.
 - b. A five (5) percent service factor over the measurement amount shall be allowed if a comparison between measurements and delivery slips indicate that additional material was placed. If delivery slips indicate less material placed than the measurements indicates, the slip quantity shall be used for payment. The Contractor shall submit to the Engineer, one (1) copy of the certified weight delivery slips for all asphaltic concrete used in the Work.

1.7 PAYMENT ITEMS

ITEM NUMBER	DESCRIPTION
1.	Mobilization
2.	Additional Excavation and Test Pits
3.	Process Gravel
4.	Ordinary and Select Borrow
5.	Miscellaneous Piping Pits
6.	Fittings
7.	Ductile Iron Pipe 10-Inch and 12-Inch
8.	Ductile Iron Pipe 6-Inch and 8-Inch
9.	Gate Valves 10-Inch and 12-Inch
10.	Gate Valves 6-Inch and 8-Inch
11.	Solid Sleeves 10-Inch and 12-Inch
12.	Solid Sleeves 6-Inch and 8-Inch
13.	Cleaning and Cement Mortar Lining 10-Inch and 12-Inch
14.	Temporary Water Service
15.	Trench Resurfacing
16.	Trench Infra-Red
17.	Dust Control
18.	Sidewalk and Curb Replacement
19.	Electronic Variable Message Sign
20.	6 inch branch to Elmwood

ADDITIONAL ADD ITEMS

1A	Process Gravel
2A	Ordinary and Select Borrow
3A	Fittings
4A	Ductile Iron Pipe West St.
5A	6&10 inch Gate Valves West St.
6A	6&10 inch Solid Sleeves West St.
7A	10 inch Cleaning and Lining West St.
8A	Temporary Water West St.
9A	Trench Resurfacing West St.

1.8 ITEM 1 – MOBILIZATION

A. Measurement

1. Measurement for payment of mobilization costs shall be on a lump sum basis based on 80% for satisfactory completion of equipment and materials transportation to the site and set up of the storage yard, 10% at mid-point of construction upon satisfactory completion of maintenance program, and the final 10% upon satisfactory completion of storage yard removal and general cleanup.

B. Payment

- 1. Payment for mobilization shall be made at the lump sum price under Item No. 1 in the Agreement. The price bid shall be full compensation for all costs associated with mobilization including but not limited to obtaining bonds and insurance, project administration, transportation of equipment and materials to the construction site, obtaining of all permits, obtaining by purchase or other agreements a stockyard, set-up of stockyard, and removal of equipment, materials and stockyard upon completion of Work. Contractor must obtain street opening permit, fee will be waived by the Owner.
- 2. Payment also includes the furnishing of five (5) hydrants, delivered to the Natick Department of Public Works building 75 West Street.

1.9 ITEM 2 – ADDITIONAL EXCAVATION AND TEST PITS

A. Measurement

- 1. Measurement shall be taken to the lines and grades actually excavated as ordered, and payment limits specified in this Section.
- 2. If the trench bottom is below normal grade through error by the Contractor or if improper dewatering disturbs the subgrade and additional excavation in the trench is required prior to pipe installation, such removal and replacement of material will not be measured for payment.

- 1. Payment for providing additional approved excavation beyond insertion and miscellaneous pit payment limits or for test pits shall be made at the unit price per cubic yard under the Additional Excavation and Test Pit Item No. 2 in the Agreement. The price shall be full compensation for all costs associated with excavation below grade or additional excavation, including but not limited to labor and equipment to complete the work, pavement cutting, excavation, dewatering, removal and disposal of unsuitable material and compaction of the refill material, herein specified, shown on the drawings or reasonably implied.
- 2. Payment for approved excavation below grade meeting the requirements of Section 39N of Chapter 30 of the Massachusetts General Laws (Ter. Edition) will be made under this item as Additional Excavation.
- 3. Payment for this item shall also include pipe bedding, hauling and disposal of surplus material, placement, compaction and maintenance of backfill material, shoring and bracing of trenches, utilization of steel shoring boxes and plates where necessary, removing and replacement of signs, mail boxes and fences, supporting utility poles, furnishing and display of detour signs, lighted caution horses or barriers, barricades, temporary bridging, clean-up of construction area, lawns, stone walls, etc., shall be included under this item.
- 4. Payment for refill material purchased by Contractor will be made under the appropriate unit prices, and measured within the specified insertion pit payment limits. Excavation or material placed in excess of the specified payment limits shall be done at the Contractor's expense and will not be eligible for payment, unless additional length, depth or width is ordered by the Owner.
- 5. If Contractor obtains ordinary or select borrow from the construction project, all costs associated with utilizing the material as trench refill and road sub-base will be included under this item. No payment will be made under the ordinary borrow item.
- 6. All costs associated with loam and seed damaged lawn areas shall be included under the Loam and Seed item. All costs shall include furnishing and installing and maintaining loam and seed throughout warrantee period.

1.10 ITEM 3 – PROCESS GRAVEL

A. Measurement

1. Measurement for process gravel when purchased and placed and compacted for pavement subbase, will be measured in cubic yards at actual in-place compacted dimensions as determined by the Engineer. When used for pavement subbase, the maximum width measured for payment shall be based on maximum measurement of 9 feet in length and 7 feet in width. Maximum depth measured shall be 18 inches. No allowance will be made for loss from consolidation of material. Truck measurement will not be permitted.

1. Payment for furnishing and placing process gravel shall be made at the unit price under Item No.3 in the Agreement, per cubic yard, measured as the actual quantity placed within the pit limits where ordered by the Owner. The unit price shall be full compensation for furnishing, hauling, placing and compacting the process gravel, and all else thereto for which separate payment is not provided under other items in the Bid form as specified herein or reasonably implied.

1.11 ITEM 4 – ORDINARY AND SELECT BORROW

A. Measurement

1. Measurement for furnishing ordinary (common fill) and select borrow (select common fill) where ordered by the Engineer/Owner to replace unsuitable backfill materials shall be measured per cubic yard measured as actual in place dimensions within the pit limits as determined by the Engineer. When used, as directed by the Engineer, in pits, the maximum width measured for payment shall be based on maximum measurement of 9-feet in length, 7-feet in width, and 7-feet in depth (1.0-foot below pipe). Excavation beyond these limits due to Contractor's convenience will be at no additional cost to the Owner. If pipe depth dictates a pit depth greater than 7-feet, payment for additional approved excavation will be compensated under Additional Excavation and Test Pits item. No allowance will be made for loss from consolidation of material. Truck measurement will not be permitted.

B. Payment

- 1. Payment for furnishing and placing ordinary and select borrow shall be made for the quantity determined above at the unit price under Item 4 in the Agreement. The unit price shall be full compensation for furnishing, hauling, placing and compacting the ordinary and select borrow, and all else thereto for which separate payment is not provided under other items, as specified herein or reasonably implied.
- 2. Ordinary and select borrow obtained from this construction project, as approved by Owner, will not be compensated under this item. All costs associated with utilizing existing ordinary and select borrow shall be included in the cleaning and lining, miscellaneous piping pit and additional excavation items.

1.12 ITEM 5 – MISCELLANEOUS PIPING PITS

A. Measurement

1. Measurement for miscellaneous piping pits shall be for each pit excavated for the sole purpose of installing new pipe, valves, eliminating valves and side street connections.

- 1. Payment for miscellaneous piping pits shall be made at the unit price per each under Item No. 5 in the Agreement The price shall be full compensation for all costs associated with miscellaneous piping pits, including but not limited to pavement cutting, excavation by machine or by hand, dewatering, trench support and worker safety systems, exposing and removing pipe, dewatering, removal and disposal of unsuitable material, protection of open trench throughout work, installation of steel plate over excavation when work is not occurring in trench, backfilling and compaction of the backfill, as specified herein or reasonably implied.
- 2. Payment for solid sleeves, replacement pipe, valves, ordinary borrow, process gravel, and asphaltic concrete trench resurfacing will be paid for under appropriate items.
- 3. Payment for pipe bedding, hauling and disposal of surplus material, shoring and bracing of trenches, utilization of steel shoring boxes, removing and replacement of signs, mail boxes and fences, supporting utility poles, furnishing and display of detour signs, lighted caution horses or barriers, barricades, temporary bridging, shall be included under this item.
- 4. Payment for refill material purchased by Contractor will be made under the appropriate unit prices, and measured within the specified insertion pit payment limits. Excavation or material placed in excess of the specified payment limits shall be done at the Contractor's expense and will not be eligible for payment, unless additional length, depth or width is ordered by the Owner.
- 5. Costs for insertion pits excavated for the purpose of cement lining will be included under the Cleaning and Cement Lining 10-inch and 12-inch Water Main Items.
- 6. If Contractor obtains ordinary borrow from the construction project, all costs associated with utilizing the material as trench refill will be included under this item. No payment will be made under the ordinary borrow item.
- 7. All costs associated with loam and seed damaged lawn areas to be included under the loam and seed item.
- 8. Miscellaneous piping pits shown on Drawings are for estimating purposes only. All costs for miscellaneous piping pits and any additional miscellaneous piping pits not shown on the drawings but excavated by the Contractor as necessary to complete the project shall be compensated under this item.

1.13 ITEM 6 - FITTINGS

A. Measurement

1. Measurement for fittings (anchor tees, bends, reducers, etc.) installed shall be made per pound of body weight, excluding the weight of the accessories, such as gasket, gland and bolts. Retainer glands will not enter into calculation of fitting body weight.

- 1. Payment for furnishing and installing fittings shall be made at the unit price per pound under Item 6 in the Agreement. The price shall be full compensation for all costs associated with a complete installation, including furnishing and setting fittings with cement lining, supporting and jointing of fitting, and the furnishing and operation of all equipment, tools and labor necessary for the first-class installation and of mainline fittings, as herein specified or reasonably implied.
- 2. Solid sleeves are not included for measurement under this item. Solid sleeves are included separately under the solid sleeves 12-inch, 10-inch, 8-inch and 6-inch Items.

1.14 ITEMS 7 and 8 – DUCTILE IRON PIPE 12-Inch, 10-Inch, 8-Inch and 6-Inch

A. Measurement

1. Measurement for length will be along the horizontal centerline of the pipe without deduction for valves and fittings.

B. Payment

1. Payment for ductile iron pipe shall be made at the unit price under Items 7 & 8 in the Agreement. Payment shall be full compensation for all costs associated with furnishing and installing ductile iron pipe 12-inch, 10-inch, 8-inch and 6-inch, including but not limited to: cutting and removing existing piping, protection of above and below ground facilities and structures, complete dewatering systems, furnishing, laying, jointing the pipe and accessories, connection to existing mains, cleaning, chlorinating, and testing the pipe; and the furnishing and operation of all equipment, tools and labor necessary for the first-class installation of piping as herein specified or reasonably implied.

1.15 ITEMS 9 and 10 GATE VALVES 12-Inch, 10-Inch, 8-Inch and 6-Inch

A. Measurement

1. Measurement for 12-inch, 10-inch, 8-inch and 6-inch gate valves shall be made for each valve installed as shown on the Drawings or directed by the Engineer/Owner.

B. Payment

1. Payment for gate valves shall be made at the unit price under Items 9 & 10 in the Agreement. Payment shall be full compensation for all costs associated with furnishing gate valves and retainer gland, and for a complete installation including but not limited to setting, support and joint assembly, grinding high spots on the cast iron pipe to fit valve bell, cleaning, furnishing and adjustment of valve boxes, and the furnishing and operation of all equipment, tools and labor necessary for the first-class installation of main line valves, as herein specified or reasonably implied.

1.16 ITEMS 11 and 12 SOLID SLEEVES 12-Inch, 10-Inch, 8-Inch and 6-Inch

A. Measurement

1. Measurement for 12-inch, 10-inch, 8-inch and 6-inch solid sleeves shall be for each solid sleeve installed as shown on the Drawings or directed by the Owner.

B. Payment

1. Payment for solid sleeves shall be made at the unit price under Items 11 & 12 in the Agreement. Payment shall be full compensation for all costs associated with furnishing 12-inch, 10-inch, 8-inch and 6-inch solid sleeves and retainer gland, and for a complete installation including but not limited to setting, support and joint assembly, supporting, cleaning, furnishing and adjustment of solid sleeves, grinding high spots on the cast iron pipe to fit sleeve and the furnishing and operation of all equipment, tools and labor necessary for the first-class installation of solid sleeves as herein specified or reasonably implied.

1.17 ITEM 13 – CLEANING AND LINING 12-Inch and 10-Inch Water Mains

A. Measurement

1. Measurement for the cleaning and lining of 12-inch, and 10-inch C.I. pipe shall be per linear foot. Measurement for length will be along the horizontal centerline of the pipe, with no deductions for valves or fittings. Measurement will be to the nearest tenth of a foot.

B. Payment

Payment for cleaning and lining water mains shall be made at the unit price under Item 13 in the Agreement. Payment for cleaning and cement lining the water mains shall be full compensation for furnishing all labor site preparation, equipment, materials necessary to clean and cement line the existing pipe including but not limited to: traffic control, cutting and disposal of pavement insertion pit excavation, excavating and backfilling lining pits, sheeting and bracing lining pits as required, placing and compacting backfill material; removing and disposing of existing pipe, hydrants, valves, fittings and appurtenances, as shown on drawings; cutting existing water mains for access to clean and cement line; water main and trench dewatering, cleaning, inspecting, cement lining including curing, disinfection (chlorinating) the pipe, bacteria testing, thrust restraint where required; removing and reinstalling sections of pipe for visual inspections; cleanup and all related work specified and all else in connection for which separate payment is not provided under other items.

2. All cost associated with water main pre-cement lining and post-cement lining tv-inspection shall be included under this item.

- 3. Excavation, hauling and disposal of excavated and surplus materials, backfilling of insertion (lining) pits, maintenance of backfill material for pipe openings; dewatering, pipe bedding, utilization of steel shoring, boxes and plates and bracing, of insertion pits and where necessary and all other work will be considered incidental to the cleaning and lining of the water main and no separate measurement will be made.
- 4. All costs associated with a third-party leak detection of the completed cleaning and lining segments shall be included in this item.
- 5. All costs associated with excavating leaks detected in miscellaneous piping pits and lining pits by the leak detection shall be included in this item, with no additional cost paid under this item or other items.

1.18 ITEM 14 – TEMPORARY WATER SERVICE

A. Measurement

1. Measurement will be for the completed temporary water service furnished and installed on a lump sum basis, based on 80% for satisfactory completion of equipment and materials transportation to the site, set up, activation of temporary water main and services, 10% at mid-point of construction upon satisfactory completion of temporary water service maintenance, and the final 10% upon satisfactory completion of temporary water main and service tubing removal and general cleanup.

B. Payment

- 1. Payment for temporary water service shall be made at the lump sum price under Item 14 in the Agreement. Payment shall include but not be limited to full compensation for all costs associated with furnishing, installing, maintaining and removing a complete temporary water supply and fire protection for dwellings affected by the cleaning and lining of water mains, including but not limited to providing the temporary main, trenching and covering and protecting temporary piping at all street crossings and driveways when ordered by Engineer/Owner, connection to existing water system, installation, removal of individual house and commercial connections to the temporary water main, disinfection of temporary main water main and services, testing and analysis, activation and maintenance of temporary services as well as deactivation and removal, and restoration of permanent devices and any disturbed areas once the temporary system is removed as specified herein or reasonably implied.
- 2. Any other work related to installing temporary water service, which is not specifically included in other appropriate contract items, shall be included in this contract item.

1.19 ITEM 15 TRENCH PAVING

A. Measurement

1. Measurement for permanent bituminous concrete permanent trench resurfacing shall be per ton measured in place within the pavement limits detailed in paragraph 1.2 of this section.

B. Payment

1. Payment for trench paving shall be made at the unit price under Item 15 in the Agreement. Payment and bid price shall be full compensation for all costs associated with trench resurfacing including but not limited to tack coat, cutting of edges of existing pavement where necessary, trench preparation, placing and compacting the asphaltic concrete and valve box adjustments including concrete collar around valve boxes and the furnishing and operation of all equipment, tools and labor necessary for a first class installation as specified herein or reasonably implied.

1.20 ITEM 16 TRENCH INFRA-RED

A. Measurement

1. Measurement for trench infra-red treatment shall be made_per square yard where_directed by the Engineer/Owner.

B. Payment

1. Payment for trench infra-red shall be made at the unit price under Item 16 in the Agreement. Payment shall be full compensation for all costs associated with a complete trench paving infra-red treatment, where indicated on the drawings, including but not limited to removal of dust and debris from trench patch, furnishing additional mix where necessary, heating of trench patch and surrounding existing pavement, blending of the two pavements, traffic control and the labor necessary for the first-class trench repair.

1.21 ITEM 17 DUST CONTROL

A. Measurement

1. Measurement for dust control shall be made per 100 pounds applied where directed by the Engineer/Owner.

B. Payment

1. Payment for dust control shall be made at the unit price under Item 17 in the Agreement. Payment shall be full compensation for all costs associated with applying dust control, including but not limited to furnishing and applying dust control product, traffic and the labor necessary for the first-class application.

1.22 ITEM 18 SIDEWALK

A. Measurement

1. Measurement for sidewalk replacement shall be made per square yard where damaged by construction and directed by the Engineer/Owner.

B. Payment

- 1. Payment for sidewalk replacement shall be made at the unit price under Item 18 in the Agreement. Payment shall be full compensation for all costs associated with a complete installation including but not limited to excavation and backfilling, removal and disposal of damaged material, setting, furnishing of driveway and the labor necessary for the first-class installation of concrete and bituminous sidewalk.
- 2. All costs associated with replacing curb in the area of sidewalk replacement to be included in the cost of the sidewalk replacement, and bituminous curb as specified or reasonably implied.
- 3. Sidewalk and curb damaged due to Contractor's negligence shall be replaced by Contractor and will not be eligible for payment.

1.23 ITEM 19 – ELECTRONIC VARIABLE MESSAGE SIGN

A. Measurement

- 1. Measurement for electronic variable message signs shall be made for each day sign is operating. The minimum number of days to be requested by the Owner at any given time will be seven (7) days.
- 2. It is the Owner's intention to utilize the sign for seven (7) days prior to start of work and a second seven (7) day period during construction.

B. Payment

1. Payment for electronic message board shall be made at the unit price under Item 19 in the Agreement. Payment and bid price shall be full compensation for delivery, set-up operation, programming message and maintenance of the signs. The Contractor will be compensated under this item for each day the sign is operating to the satisfaction of the Owner.

1.24 ITEM 20 6 INCH MAIN REPLACEMENT TO ELMWOOD

A. Measurement

1. Measurement for the replacing 6 inch water main to Elmwood shall be per linear foot. Measurement for length will be along the horizontal centerline of the pipe, with no deductions for valves or fittings. Measurement will be to the nearest tenth of a foot.

B. Payment

- 1. Payment for 6 inch water main replacement to Elmwood shall be made at the unit price under Item 20 in the Agreement. Payment for water main replacement shall be full compensation for furnishing all labor site preparation, equipment, materials necessary to replace existing pipe including but not limited to: traffic control, cutting and disposal of pavement, excavating and backfilling, sheeting and bracing as required, placing and compacting backfill material; removing and disposing of existing pipe, valves, fittings and appurtenances, as shown on drawings; cutting and removing existing water main water main and trench dewatering, cleanup and all related work specified and all else in connection for which separate payment is not provided under other items.
- 2. All costs associated with a third-party leak detection of the completed pipe replacement shall be included in this item.
- 3. All costs associated with excavating leaks detected by the leak detection shall be included in this item, with no additional cost paid under this item or other items.

1.25 ADDITIONAL ITEM 1A – PROCESS GRAVEL West Street

A. Measurement

1. Measurement for process gravel when purchased and placed and compacted for pavement subbase, will be measured in cubic yards at actual in-place compacted dimensions as determined by the Engineer. When used for pavement subbase, the maximum width measured for payment shall be based on maximum measurement of 9 feet in length and 7 feet in width. Maximum depth measured shall be 18 inches. No allowance will be made for loss from consolidation of material. Truck measurement will not be permitted.

B. Payment

1. Payment for furnishing and placing process gravel shall be made at the unit price under Additional Item No.1A in the Agreement, per cubic yard, measured as the actual quantity placed within the pit limits where ordered by the Owner. The unit price shall be full compensation for furnishing, hauling, placing and compacting the process gravel, and all else thereto for which separate payment is not provided under other items in the Bid form as specified herein or reasonably implied.

1.26 ADDITIONAL ITEM 2A – ORDINARY AND SELECT BORROW West Street

A. Measurement

1. Measurement for furnishing ordinary (common fill) and select borrow (select common fill) where ordered by the Engineer/Owner to replace unsuitable backfill materials

shall be measured per cubic yard measured as actual in place dimensions within the pit limits as determined by the Engineer. When used, as directed by the Engineer, in pits, the maximum width measured for payment shall be based on maximum measurement of 9-feet in length, 7-feet in width, and 7-feet in depth (1.0-foot below pipe). Excavation beyond these limits due to Contractor's convenience will be at no additional cost to the Owner. If pipe depth dictates a pit depth greater than 7-feet, payment for additional approved excavation will be compensated under Additional Excavation and Test Pit item. No allowance will be made for loss from consolidation of material. Truck measurement will not be permitted.

B. Payment

- 1. Payment for furnishing and placing ordinary and select borrow shall be made for the quantity determined above at the unit price under Additional Item 2A in the Agreement. The unit price shall be full compensation for furnishing, hauling, placing and compacting the ordinary and select borrow, and all else thereto for which separate payment is not provided under other items, as specified herein or reasonably implied.
- 2. Ordinary and select borrow obtained from this construction project, as approved by Owner, will not be compensated under this item. All costs associated with utilizing existing ordinary and select borrow shall be included in the cleaning and lining, miscellaneous piping pit and additional excavation items.

1.27 ADDITIONAL ITEM 3A – FITTINGS West Street

A. Measurement

1. Measurement for fittings (anchor tees, bends, reducers, etc.) installed shall be made per pound of body weight, excluding the weight of the accessories, such as gasket, gland and bolts. Retainer glands will not enter into calculation of fitting body weight.

B. Payment

- 1. Payment for furnishing and installing fittings shall be made at the unit price per pound under Additional Item 3A in the Agreement. The price shall be full compensation for all costs associated with a complete installation, including furnishing and setting fittings with cement lining, supporting and jointing of fitting, and the furnishing and operation of all equipment, tools and labor necessary for the first-class installation and of mainline fittings, as herein specified or reasonably implied.
- 2. Solid sleeves are not included for measurement under this item. Solid sleeves are included separately under the solid sleeves 10-inch and 6-inch Additional Item.

1.28 ADDITIONAL ITEM 4A DUCTILE IRON PIPE 10-Inch West Street

A. Measurement

1. Measurement for length will be along the horizontal centerline of the pipe without deduction for valves and fittings.

B. Payment

1. Payment for ductile iron pipe shall be made at the unit price under Additional Item 4A in the Agreement. Payment shall be full compensation for all costs associated with furnishing and installing 10 inch ductile iron pipe, including but not limited to: cutting and removing existing piping, protection of above and below ground facilities and structures, complete dewatering systems, furnishing, laying, jointing the pipe and accessories, connection to existing mains, cleaning, chlorinating, and testing the pipe; and the furnishing and operation of all equipment, tools and labor necessary for the first-class installation of piping as herein specified or reasonably implied.

1.29 ADDITIONAL ITEM 5A GATE VALVES 10-Inch and 6-Inch West Street

A. Measurement

1. Measurement for 10-inch and 6-inch gate valves shall be made for each valve installed as shown on the Drawings or directed by the Engineer/Owner.

B. Payment

1. Payment for gate valves shall be made at the unit price under Additional Item 5A in the Agreement. Payment shall be full compensation for all costs associated with furnishing gate valves and retainer gland, and for a complete installation including but not limited to setting, support and joint assembly, grinding high spots on the cast iron pipe to fit valve bell, cleaning, furnishing and adjustment of valve boxes, and the furnishing and operation of all equipment, tools and labor necessary for the first-class installation of main line valves, as herein specified or reasonably implied.

1.30 ADDITIONAL ITEM 6A SOLID SLEEVES 10-Inch and 6-Inch West Street

A. Measurement

1. Measurement for 10-inch and 6-inch solid sleeves shall be for each solid sleeve installed as shown on the Drawings or directed by the Owner.

B. Payment

1. Payment for solid sleeves shall be made at the unit price under Additional Item 6A in the Agreement. Payment shall be full compensation for all costs associated with furnishing 10-inch and 6-inch solid sleeves and retainer gland, and for a complete installation including but not limited to setting, support and joint assembly, supporting, cleaning, furnishing and adjustment of solid sleeves, grinding high spots on the cast iron pipe to fit sleeve and the furnishing and operation of all equipment, tools and labor necessary for the first-class installation of solid sleeves as herein specified or reasonably implied.

1.31 ADDITIONAL ITEM 7A CLEANING AND LINING 10-Inch Water Mains West Street

A. Measurement

1. Measurement for the cleaning and lining of 12-inch, and 10-inch C.I. pipe shall be per linear foot. Measurement for length will be along the horizontal centerline of the pipe, with no deductions for valves or fittings. Measurement will be to the nearest tenth of a foot.

B. Payment

Payment for cleaning and lining water mains shall be made at the unit price under Additional Item 7A in the Agreement. Payment for cleaning and cement lining the water mains shall be full compensation for furnishing all labor site preparation, equipment, materials necessary to clean and cement line the existing pipe including but not limited to: traffic control, cutting and disposal of pavement insertion pit excavation, excavating and backfilling lining pits, sheeting and bracing lining pits as required, placing and compacting backfill material; removing and disposing of existing pipe, hydrants, valves, fittings and appurtenances, as shown on drawings; cutting existing water mains for access to clean and cement line; water main and trench dewatering, cleaning, inspecting, cement lining including curing, disinfection (chlorinating) the pipe, bacteria testing, thrust restraint where required; removing and reinstalling sections of pipe for visual inspections; cleanup and all related work specified and all else in connection for which separate payment is not provided under other items.

- 2. All cost associated with water main pre-cement lining and post-cement lining tv-inspection shall be included under this item.
- 3. Excavation, hauling and disposal of excavated and surplus materials, backfilling of insertion (lining) pits, maintenance of backfill material for pipe openings; dewatering, pipe bedding, utilization of steel shoring, boxes and plates and bracing, of insertion pits and where necessary and all other work will be considered incidental to the cleaning and lining of the water main and no separate measurement will be made.
- 4. All costs associated with a third-party leak detection of the completed cleaning and lining segments shall be included in this item.
- 5. All costs associated with excavating leaks detected in miscellaneous piping pits and lining pits by the leak detection shall be included in this item, with no additional cost paid under this item or other items.

1.32 ADDITIONAL ITEM 8A TEMPORARY WATER SERVICE West Street

A. Measurement

1. Measurement will be for the completed temporary water service furnished and installed on a lump sum basis, based on 80% for satisfactory completion of equipment and materials transportation to the site, set up, activation of temporary water main and services, 10% at mid-point of construction upon satisfactory completion of temporary water service maintenance, and the final 10% upon satisfactory completion of temporary water main and service tubing removal and general cleanup.

B. Payment

- 1. Payment for temporary water service shall be made at the lump sum price under Additional Item 8A in the Agreement. Payment shall include but not be limited to full compensation for all costs associated with furnishing, installing, maintaining and removing a complete temporary water supply and fire protection for dwellings affected by the cleaning and lining of water mains, including but not limited to providing the temporary main, trenching and covering and protecting temporary piping at all street crossings and driveways when ordered by Engineer/Owner, connection to existing water system, installation, removal of individual house and commercial connections to the temporary water main, disinfection of temporary main water main and services, testing and analysis, activation and maintenance of temporary services as well as deactivation and removal, and restoration of permanent devices and any disturbed areas once the temporary system is removed as specified herein or reasonably implied.
- 2. Any other work related to installing temporary water service, which is not specifically included in other appropriate contract items, shall be included in this contract item.

1.33 ADDITIONAL ITEM 9A TRENCH PAVING West Street

A. Measurement

1. Measurement for permanent bituminous concrete permanent trench resurfacing shall be per ton measured in place within the pavement limits detailed in paragraph 1.2 of this section.

B. Payment

1. Payment for trench paving shall be made at the unit price under Additional Item 9A in the Agreement. Payment and bid price shall be full compensation for all costs associated with trench resurfacing including but not limited to tack coat, cutting of edges of existing pavement where necessary, trench preparation, placing and compacting the asphaltic concrete and valve box adjustments including concrete collar around valve boxes and the furnishing and operation of all equipment, tools and labor necessary for a first-class installation as specified herein or reasonably implied.

CHANGES IN CONTRACT WORK, COST OR TIME

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Contractor shall make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as are described in a Written Amendment, Change Order or Work Change Directive, signed by Owner and issued after execution of the Contract, in accordance with the provisions of this Section, Articles 10, 11 and 12 of the General Conditions, and amendments contained in the Supplemental Conditions.
- B. Owner reserves the right to at any time order additions, deletions or revisions in the Work, which shall be authorized by Written Amendment, a Change Order, a Work Change Directive or a Field Order, and Contractor shall promptly proceed with the Work involved.
- C. If Owner or Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment in the Contract Times that should be allowed as the result of a Work Change Directive, a claim may be made in accordance with the provisions of Article 10 of the General Conditions.
- D. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which is to be performed under the applicable conditions of the Contract Documents, unless otherwise specifically provided.
- E. See a full definition of the above in the General Conditions, Article 1, Definitions.

1.2 QUALITY ASSURANCE

- A. Within Contractor's quality assurance program, Contractor shall include such measures as are needed to assure familiarity of Contractor's staff and employees with these procedures for processing Change Order data.
- B. Contractor shall conduct all Work in a first-class, workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this section.

1.3 CONTRACT PRICE

- A. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order or a Written Amendment.

1.4 PROCESS FOR INITIATING AND FINALIZING A CHANGE IN CONTRACT PRICE

- A. Any claim for an adjustment in the Contract Price by either party to the Contract shall be based upon written notice delivered by the party making the claim to the other party and Engineer promptly after the start of the occurrence or event giving rise to the claim, and stating the general nature of the claim.
- B. Notice shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.
- C. Documentation of the costs for the Work shall be prepared and submitted in accordance with the provisions of Article 11 of the General Conditions and as amended in the Supplementary Conditions of this Contract.
- D. Once the extent of changed Work and compensation amount is finalized in accordance with the provisions of Article 11 of the General Conditions as amended in the Supplementary Conditions, a Change Order Form as included in Section 00810 with the documentation attached shall be prepared by Engineer and submitted to both parties for review and signing.
- E. Contractor's disagreement with the Change Order shall in no way relieve him/her from the responsibility to immediately proceed with the change as indicated in the Change Order, and to seek settlement of the dispute under the pertinent provisions of this Contract.
- F. Any delay in the completion of the Work associated with a disagreement in the amount of the Change Order shall not constitute a viable reason for granting an extension of time.
- G. No claim for an adjustment in the Contract Price shall be valid unless it is submitted in accordance with the provisions above and those of Article 11 of the General Conditions as amended in the Supplementary Conditions of this Contract.

1.5 PROCESS FOR INITIATING AND FINALIZING A CHANGE IN CONTRACT TIME

- A. Any claim for an adjustment in the Contract Time shall be made by a Change Order or Written Amendment, shall be based upon written notice delivered by the party making the claim to the other party and Engineer promptly after the start of the occurrence or event giving rise to the claim, and stating the general nature of the claim.
- B. Notice shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.
- C. Once the extent of changed Contract Time, if any, is prepared in accordance with the provisions of Article 12 of the General Conditions, a Change Order shall be prepared for review and signing by both parties.
- D. Contractor's disagreement with the refusal to grant a requested extension in the Contract Time shall in no way relieve him/her from the responsibility to proceed immediately with the Work, and to seek settlement of the dispute under the pertinent provisions of this Contract. Any delay in the completion of the Work shall not constitute a viable reason for granting an extension of time.
- E. No claim for an adjustment in the Contract Time shall be valid if it is not submitted in accordance with the provisions above, as well as those of Article 12 of the General Conditions as supplemented in the Supplementary Conditions of this Contract.

UNDERGROUND FACILITIES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: In the performance of the work of this Contract, the Contractor shall take all the preventative measures to insure the safety of all the underground facilities encountered. See General Conditions for definition of Underground Facilities.

B. Related Work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- 2. Section 02221

Trenching, Backfilling and Compacting

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specific requirements and the methods needed for proper performance of the work of this Section.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 DEFINITIONS

A. The words "facilities" and "utilities" as used in these specifications are synonymous.

1.4 UNDERGROUND FACILITIES

- A. It shall be the Contractors responsibility to contact "Dig Safe" and any other utility company not covered under "Dig Safe", for accurate field locations prior to construction, so that the underground facility may be avoided during the operation of the excavating equipment.
 - 1. The Contractor shall familiarize himself with Massachusetts General Law, Chapter 82, Section 40.

1.5 PROTECTION OF UNDERGROUND FACILITIES

- A. All existing water pipes and services, gas pipes, electric and telephone conduits, sewers, drains or other underground facilities which are uncovered by the excavation and which do not, in the opinion of the Engineer, require to be changed in location, shall be carefully supported and protected from injury by the Contractor. The Contractor shall be responsible for notifying all underground facility companies of actual damage, suspected disturbance, or any other condition associated with said underground facility, which could remotely result in a leak or break.
 - 1. If the Contractor causes damage to any of the underground facilities during his construction process, and the locations supplied by the various utility companies and departments were "reasonably accurate" (hereinafter defined), the Contractor shall be liable for all costs incurred to repair or replace the damage.
 - 2. For this contract the terminology "reasonably accurate" shall mean within a distance of four (4) feet, in any direction, from the location mark supplied by the particular underground facility company or department.

1.6 RELOCATION OF UNDERGROUND FACILITIES

- A. Whenever it becomes necessary, in the opinion of the Engineer, to change the location of any underground facility uncovered by the excavation and not otherwise provided for in these Specifications, the Contractor shall do the whole or such portions of making such changes as the Engineer may direct, such Work to be paid for under a Change Order. In removing existing pipes which, in the opinion of the Engineer, are in condition to justify relaying, the Contractor will be held responsible and shall pay for any unnecessary breakage, except that necessary in cutting in at the points of disconnection.
- B. The Contractor shall provide assistance as required to any utility company or department which has to relocate an underground facility due to conflict with the work of this Contract.

1.7 OBSTRUCTION OF FLOWS

A. The Contractor shall provide suitable temporary channels for the flow of all water courses and shall hold the Owner harmless against all claims for damage growing out of obstruction of the flow in sewers, drains or gutters.

ELECTRONIC VARIABLE MESSAGE SIGN/TRAFFIC MANAGEMENT PLAN

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Includes:

1. The transportation of all equipment to the site, set-up, programming, protection, maintenance and removal each time, the Owner requests the installation of the portable changeable message sign, Contractor shall also be responsible for traffic management including construction signage as required and to protect vehicles and pedestrian traffic. All messages displayed shall be approved by Owner.

B. Related Work

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 01340.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 PORTABLE CHANGEABLE MESSAGE SIGN

- A. The portable changeable message sign shall be capable of performing all functions at ambient temperatures ranging from -30°F to 165°F. There shall be no degradation of operation due to fog, rain or snow.
- B. Message board shall be as follows:
 - 1. Type: The display shall be LED.
 - 2. Size: The message board shall have a minimum height of 48 inches, maximum height 72 inches and a minimum width of 60 inches, maximum width of 72 inches.
 - 3. Colors: The display shall be either fluorescent yellow or ITE amber.
 - 4. Lines: The signboard shall have the capability of displaying at least three lines of 12 inch characters with 1 to 9 characters per line.
 - 5. Visibility and viewing angle: The sign shall be visible from a minimum distance of 300 feet with a viewing angle or no less than 30 degrees. The sign shall be either internally or externally illuminated for nighttime visibility.
- C. Operator Interface shall consist of a means of creating and controlling the on-site display message(s) with each sign. The operator interface shall contain at a minimum the following:
 - 1. Controller (CPU)
 - 2. Lockable weatherproof enclosure for interface components
 - 3. Operator's display terminal with keyboard will provide a full screen display to allow the operator to preview the message content and format before it is sent to the sign panel. The keyboard shall be of a standard design.
- D. Controller shall possess, at a minimum, the following features:
 - 1. Full 32K user memory with the option for an additional 32K archive memory.
 - 2. Changeable message flash rate capability.
 - 3. A minimum of 24 hour battery back-up.
 - 4. Password activation shall be software available.
 - 5. Capacity to store a minimum of 199 pre-defined messages and a minimum of 50 user-created messages (not to exceed 32K).
- E. Power Supply shall consist of the following:
 - 1. A battery with solar charging.
 - 2. The power supply shall have a cover for weather protection and shall be lockable for security.

2.2 TRAFFIC MANAGEMENT SIGNS

- A. All traffic management signs shall be in accordance with the Manual on Uniform Traffic Control Devices. At a minimum, at a minimum the following signs shall be provided:
 - 1. Road Construction Ahead, W20-1a (2)
 - 2. End Road Work, G-20-2 (2)
 - 3. One Lane Road Ahead
 - 4. Police Officer Ahead
 - 5. Construction Ahead Seek Alt. Route

- 6. Custom signs as directed by the Owner.
- B. All other traffic control devices/signs (i.e., reflectorized drums with flashing lights) provided for normal operations shall also be provided.
- C. All signs shall be approved by the Owner and shall be in accordance with the contract drawings.

PART 3 - EXECUTION

3.1 GENERAL

A. The changeable message signs shall be installed for 7 day period on two separate occasions, and be positioned at the direction of the Owner. All other signs shall be used during the entire period of construction. The Contractor shall be responsible for the maintenance of such devices and appurtenances, throughout its use on the project with no additional compensation thereof. Should the units be found to be defective in any way, they shall be replaced immediately at the Contractor's expense.

3.2 INSTALLATION AND OPERATION

- A. The Contractor shall be responsible for furnishing, programming, installing and operating the portable changeable message sign for a period, at a minimum, as required by the Owner.
- B. The work under this Section includes delivery to required site, set-up of various messages and work required to insure the message sign will operate to the satisfaction of the Owner from 6:00 A.M. to 9:00 P.M. on the days designated by the Owner.
- C. Once the "message sign" is removed from the site, permanent signs indicating "CONSTRUCTION AHEAD. TO AVOID DELAY, SEEK ALTERNATE ROUTES" shall replace the electronic variable message sign.

2.3 TRAINING

A. Contractor to provide the Owner with appropriate training on the unit to allow the Owner to revise the message only.

ABBREVIATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Listing of abbreviations: The listing of abbreviations in this Specification Section represent the Standard Organization named.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications:
- 2. All related Specification Sections shall be used in conjunction with this Section.

1.2 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the Standard, except when more stringent requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids.
- C. See Article 3, par 3.3 of the General Conditions.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 LISTING OF STANDARD ORGANIZATIONS AND THEIR ABBREVIATIONS:

AA - Aluminum Association

AAN - American Association of Nurserymen

AASHTO - American Association of State Highway and Transportation Officials

ACI - American Concrete Institute

ADC - Air Diffusion Council AGA - American Gas Association

AHDGA - American Hot Dip Galvanizers Association

AI - Asphalt Institute

AIA - American Institute of Architects

AISC - American Institute of Steel Construction

AISI - American Iron and Steel Institute
ANSI - American National Standards Institute

APA - American Plywood Association API - American Petroleum Institute

ASCE - American Society of Civil Engineers

ASHRAE - American Society of Heating, Refrigerating, and Air Conditioning Engineers

ASME - American Society of Mechanical Engineers
- American Society of Testing and Materials
- American Wood Preservers Association

AWS - American Welding Society

AWWA - American Water Works Association

BIA - Brick Institute of America

CRSI - Concrete Reinforcing Steel Institute
CSA - Canadian Standards Association

DEP - Department of Environmental Protection

DHI - Door and Hardware Institute

DIPRA - Ductile Iron Pipe Research Association

EJCDC - Engineers Joint Contract Documents Committee

EPA - Environmental Protection Agency

FM - Factory Mutual System
Fed. Spec. - Federal Specification
HI - Hydraulic Institute

IEEE - Institute of Electrical and Electronics Engineers

ISA - Instrument Society of AmericaMIA - Masonry Institute of America

MIL - Military Specification

MSBC - Massachusetts State Building Code

MSS - Manufacturers Standardization Society of the Valve and Fitting Industry

NAAMM - National Association of Architectural Metal Manufacturers

NCMA - National Concrete Masonry Association

NEC - National Electrical Code

NEMA - National Electrical Manufacturers Association

NFPA - National Fire Protection Association
NRCA - National Roofing Contractors Association
OSHA - Occupational Safety and Health Administration

PCA - Portland Cement Association PCI - Prestressed Concrete Institute

PPI - Plastic Pipe Institute

PS - Product Standard of the National Bureau of Standards

SDI - Steel Door Institute

SIGMA - Sealed Insulating Glass Manufacturers

SMACNA - Sheet Metal and Air Conditioning Contractors National Association

SPI - Society of the Plastics Industry
SSPC - Steel Structures Painting Council

TCA - Tile Council of America
TPI - Truss Plate Institute

UL - Underwriters Laboratories

PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Engineer will conduct project meetings throughout the construction period.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- 2. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.

1.2 QUALITY ASSURANCE

- A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 SUBMITTALS

A. Agenda items: To the maximum extent practicable, advise the Engineer at least 24 hours in advance of project meetings regarding items to be added to the agenda.

B. Minutes:

- 1. The Engineer will compile minutes of each project meeting, and will furnish copies to the Contractor and required copies to the Owner.
- 2. Recipients of copies may make and distribute such other copies as they wish.

PART 2 - PRODUCTS - No products are required in this Section.

PART 3 - EXECUTION

3.1 MEETING SCHEDULE

- A. Except as noted below for Pre-construction Meeting, project meetings will be held bi-weekly if work progress warrants.
- B. Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.2 MEETING LOCATION

A. The Engineer will establish meeting location. To the maximum extent practicable, meetings will be held at the job site.

3.3 PRE-CONSTRUCTION MEETING

- A. Pre-construction Meeting will be scheduled to be held within 15 working days after the Owner has issued the Notice to Proceed.
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
 - 2. The Engineer will advise other interested parties, including the Owner, and request their attendance.
- B. Minimum agenda: Data will be distributed and discussed on at least the following items:
 - 1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Engineer.
 - 2. Channels and procedures for communications.
 - 3. Construction schedule, including sequence of critical work.
 - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the Engineer for review.
 - 6. Processing of Bulletins, field decisions, and Change Orders.
 - 7. Rules and regulations governing performance of the Work; and
 - 8. Procedures for security, quality control, housekeeping, and related matters.

3.4 PROJECT MEETINGS

A. Attendance:

- 1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
- 2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.

B. Minimum agenda:

1. Review, revise as necessary, and approve minutes of previous meetings.

- 2. Review progress of the Work since last meeting, including status of submittals for approval.
- 3. Identify problems which impede planned progress.
- 4. Develop corrective measures and procedures to regain planned schedule.
- 5. Complete other current business.

C. Revisions to minutes:

- 1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
- 2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
- 3. Challenge to minutes shall be settled as priority portions of "old business" at the next regularly scheduled meeting.

CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.1 SUMMARY

- A. To assure adequate planning and execution of the Work to insure it is completed within the number of calendar days allowed in the Contract, and to assist the Engineer in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedules and reports described in this Section.
- B. Comply with General Conditions Section 2.05 regarding Preliminary Schedules, General Conditions Section 6.04 regarding Progress Schedules, General Conditions Section 12.02 regarding adherence to schedules and General Conditions Section 15.02 regarding failure to adhere to schedules.
- C. The Construction period shall be that as indicated in the Agreement Section of this Contract.
- D. In calculating any period of time referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday, or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- E. For purposes of this Contract, a calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.2 QUALITY ASSURANCE

- A. Employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data, and in preparing and issuing periodic reports as required below.
- B. Perform data preparation, analysis, charting, and updating in accordance with standards approved by the Engineer.
- C. Reliance upon the approved schedule: The construction schedule as approved by the Engineer will be an integral part of the Contract and will establish interim completion dates for the various activities under the Contract.
- D. Should any activity not be completed within 10 days after the stated scheduled date, the Engineer may request the reason for the delay in schedule from the Contractor. The Contractor shall supply the requested information and the steps which he intends to take to get back on schedule.

- E. It is expressly understood and agreed that failure by the Engineer to exercise the option either to order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered to set a precedent for any other activities.
- F. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Preliminary analysis: Within ten calendar days after the Contractor has received the Owner's Notice to Proceed, submit one electronic file copy of a preliminary construction schedule prepared in accordance with Part 2 of this Section.
- C. Construction schedule: Within 30 calendar days after the Contractor has received the Owner's Notice to Proceed, submit one electronic copy and four copies of a construction schedule prepared in accordance with Part 3 of this Section.
- D. Periodic reports: On the first working day of every month following the submittal described in Paragraph 1.3 C. above, submit an electronic copy and four prints of the updated construction schedule.

PART 2 - PRODUCTS

2.1 CONSTRUCTION ANALYSIS

- A. Graphically show by bar-chart, or other means acceptable to the Engineer, the order and interdependence of all activities necessary to complete the Work, and the sequence in which each activity is to be accomplished, as planned by the Contractor and his project field superintendent in coordination with all subcontractors whose work is shown on the diagram.
- B. Include, but do not necessarily limit indicated activities to:
 - 1. Project mobilization;
 - 2. Submittal and approval of Shop Drawings and Sample;
 - 3. Procurement of equipment and critical materials;
 - 4. Fabrication of special material and equipment, and its installation and testing;
 - 5. Final cleanup:
 - 6. Final inspecting and testing; and
 - 7. All activities by the Engineer that effect progress, required dates for completion, or both, for all and each part of the Work.

PART 3 - EXECUTION

3.1 PRELIMINARY ANALYSIS

- A. Contents: Show all activities of the Contractor under this Work for the period between receipt of Notice to Proceed and submittal of construction schedule.
- B. Show the Contractor's general approach to remainder of the Work.
- C. Show cost of all activities scheduled for performance before submittal and approval of the construction schedule.

3.2 CONSTRUCTION SCHEDULE

- A. Within 30 calendar days from receipt of Notice to Proceed, complete the construction analysis in preliminary form, meet with the Engineer, review contents of the proposed construction schedule, and make all revisions agreed upon.
- B. The construction shall be updated monthly by the Contractor to represent progress of each activity.

3.3 PERIODIC REPORTS

- A. As required under Paragraph 3.2 B. above, update the approved construction schedule.
- B. Indicate "actual" progress in percent completion for each activity;
- C. Provide written narrative summary of revisions causing delay in the program, and an explanation of corrective actions taken or proposed.

3.4 REVISIONS

A. Make only those revisions to approved construction schedule as are approved in advance by the Engineer.

SECTION 01340 SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the Contract Document requirements.

B. Work not included:

- 1. Submittals not required under this Contract will not be reviewed by the Engineer.
- 2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Engineer unless specifically called for within the Contract Documents.

1.2 QUALITY ASSURANCE

A. Coordination of submittals:

- 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
- 2. Verify that each item and the submittal for its conformity in all respects with the specified requirements.
- 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

B. Substitutions:

- 1. The Contract is based on the standards of quality established in the Contract Documents.
- 2. Substitutions will be considered only when they meet those standards of quality.
- 3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Engineer.

C. "Or equal":

- 1. Where the phrase "or equal," or "or equal as approved by the Engineer", occurs in the Contract Documents see SC 6.05 of the General Conditions.
- 2. The decision of the Engineer shall be final.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

PART 2 - SUBMITTALS

2.1 SHOP DRAWINGS

- A. Make submittals of Shop Drawings, samples, substitution requests, and other items in accordance with the provisions of this Section.
- B. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
- C. Types of prints required:
 - 1. Submit Shop Drawings in the form of six blackline prints of each sheet.
 - 2. Blueprints will not be acceptable.
- D. Review comments of the Engineer will be shown on the blackline print when it is returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.

2.2 MANUFACTURERS' LITERATURE

A. Where contents of submitted literature from manufacturers includes data for more than one size, model, or other, clearly indicates which portion of the contents is being submitted for review.

2.3 SAMPLES

- A. Provide Sample or Samples identical to the precise article proposed to be provided. Identify as described under "Identification of submittals" below.
- B. Number of Samples required:
 - 1. Unless otherwise specified, submit samples in the quantity which is required to be returned, plus one which will be retained by the Engineer.
 - 2. By prearrangement in specific cases, a single sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Engineer.

2.4 COLORS AND PATTERNS

A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Engineer for selection.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
 - 1. When material is submitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 - 2. On resubmittals, cite the original submittal number and date for reference.

- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Engineer for his review upon request.

3.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 - 1. Partial submittals may be rejected as not complying with the provisions of the Contract
 - 2. The Contractor may be held liable for delays so occasioned.

3.3 TIMING OF SUBMITTALS

- A. Make submittals in accordance with the schedule listed under the submittal paragraph of each Section of this document which requires submittals. The materials and equipment that need to be included in the submittals are listed but not limited to those indicated in the submittal paragraph of each section of the document
- B. In scheduling, allow at least twenty (20) working days for review by the Engineer following his receipt of the submittal.

3.4 ENGINEER'S REVIEW

A. Review by the Engineer does not relieve the Contractor from responsibility for errors which may exist in the submitted data.

B. REVISIONS:

- 1. Make revisions required by the Engineer.
- 2. If the Contractor considers any required revision to be a change, he shall so notify the Engineer as provided for in Paragraph 10.5 of the General Conditions.
- 3. Make only those revisions directed or approved by the Engineer.
- 4. Revise previous submittal drawings or data and resubmit, as specified for the initial submittal.

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

- 1. Cooperate with the Owner's testing agency and all others responsible for testing and inspecting the Work.
- 2. Provide such other testing and inspecting as are specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- 2. Requirements for testing may be described in various Sections of these Specifications.
- 3. Where no testing requirements are described, but the Owner decides that testing is required, the Owner may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described in this Section.

C. Work not included:

1. Payment for compaction testing will be the responsibility of the Owner.

1.2 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to the Owner's approval.
- B. Testing, when required, will be in accordance with all pertinent codes and regulations, and with selected standards of the American Society for Testing and Materials.
- C. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 PAYMENT FOR TESTING

- A. Initial services:
 - 1. The Owner will pay for initial and follow up compaction testing services requested by the Engineer. Contractor to pay for subsequent testing of the same area if failure of compaction results continue.
- B. Retesting: When initial test and follow-up test indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance shall be performed by the same testing agency, and costs thereof shall be paid in full by Contractor.
- C. Contractor to pay for all bacteriological testing on water mains.

2.2 CODE COMPLIANCE TESTING

A. Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

2.3 CONTRACTOR'S CONVENIENCE TESTING

A. Inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

PART 3 - EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY

A. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

3.2 TAKING SPECIMENS

A. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

3.3 SCHEDULES FOR TESTING

- A. Establishing schedule:
 - 1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
- B. Revising schedule: When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.
- C. Adherence to schedule: When the testing laboratory is requested to test, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back charged to the Contractor.

TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide temporary facilities and controls needed for the Work including, but not necessarily limited to:
 - 1. Sanitary facilities;
 - 2. Enclosures such as tarpaulins, barricades, and canopies;
 - 3. Temporary fencing of the construction site;

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- 2. Except that equipment furnished by subcontractors shall comply with requirements of pertinent safety regulations, such equipment normally furnished by the individual trades in execution of their own portions of the Work are not part of this Section.
- 3. Permanent installation and hookup of the various utility lines are described in other Sections.

1.2 PRODUCT HANDLING

A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

PART 2 - PRODUCTS

2.1 SANITARY FACILITIES

A. Sanitary conveniences, properly screened from public observation, for the use of all persons employed on the work and beginning with the first persons engaged in preliminary operations, shall be provided and maintained by the Contractor in sufficient numbers through the completion of the Work.

2.2 WEATHER PROTECTION

A. Shall mean the temporary protection of that work adversely affected by moisture, wind and cold by covering, enclosing and/or heating. This protection shall provide adequate working areas during the months of November through March and be consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations. The Contractor shall furnish and install all "weather protection" material and be responsible for all costs, including heating required to maintain a minimum temperature of 40° F at the working surface. This provision does not supersede any specific requirements for methods of construction and/or curing of materials.

Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.

The total cost of all weather protection inclusive of all materials, labor, equipment and incidentals required shall be included in the contract price. The cost shall include all work required to furnish, maintain and remove all temporary enclosures and temporary heating systems required for weather protection.

PART 3 - EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Engineer.

MOBILIZATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Includes:

1. Ordering and receipt of all materials, neat stockpiling of such materials, delivery and setup of all construction equipment, and cleanup of stockpile area upon completion of construction.

B. Related Work

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 thru Divisions 3 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 SUBMITTALS

A. None required under this Section.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01610

PART 2 - PRODUCTS -Not Used

PART 3 - EXECUTION

3.1 STORAGE AREA

- A. It shall be the Contractor's sole responsibility to procure and maintain, either by purchase or rental, any property or easement necessary to provide suitable and adequate storage space for tools, materials and equipment during the progress of the Work if existing project sites are not adequate. The storage or marshalling area obtained by the Contractor shall in no way obstruct or interfere with pedestrian or vehicular movement, and shall not occupy any space within the public right-of-way, except with specific permission from the Owner. The storage area shall be kept in a neat and orderly fashion at all times and shall not be allowed to become a public nuisance.
- B. The Contractor shall remove all excess materials, stockpiles, and equipment from storage sites, sweep rake and generally dress area to condition satisfactory to property Owner upon completion of Contract.
 - 1. The Owner shall not be a party to negotiations related to acquisition of area for storage, or cleanup of same.

3.2 EQUIPMENT

A. The Contractor shall transport all equipment to the site and set up operations, to a condition satisfactory to proceed with the intended construction, and upon completion, remove same.

3.3 PROJECT MAINTENANCE

A. The Contractor shall properly maintain the project and storage area during the life of the Contract, and upon completion of work, dismantle storage area and provide general cleanup along the project site.

TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. The Contractor shall conduct his operations so as to minimize disturbances to ground surfaces in the vicinity of trees and plants that have not been proposed for removal to allow access for the work of this project, and shall minimize disturbances to the trees and plants not selected for removal.

PART 2 - MATERIALS - OMITTED

PART 3 - EXECUTION

3.1 TREES

- A. The Contractor shall enclose the trunks of lawn trees and cultivated shrubs adjacent to his work not to be cut, with substantial wooden boxes of such height as may be necessary to protect them from injury from piled material, from equipment, from his operations or otherwise due to his work. Excavating machinery shall be of suitable type and be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.
- B. Branches, limbs and roots shall not be cut except by permission of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. In case of cutting or unavoidable injury to branches, limbs and trunks of trees, the cut or injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.
- C. Small trees, which could be transplanted, may be removed by careful hand digging and placing root system within a burlap container. These trees shall be temporarily planted or stored and maintained by the Contractor to be replanted upon completion of pipe structure installation.

3.2 HEDGES, SHRUBS AND PLANTS

A. Cultivated hedges, shrubs and plants which might be injured by the Contractor's operations shall be protected by suitable means or shall be dug up and temporarily replanted and maintained. After the construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is reestablished.

3.3 REPLACEMENT

A. If trees, cultivated hedges, shrubs and plants are injured to such a degree as to affect their growth or diminish their beauty or screening effectiveness, they shall be replaced by items of kind and quality at least equal to the kind and quality existing at the start of the work.

PROTECTION OF PROPERTY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall provide all necessary protection of existing property to prevent any damage to property adjacent to the construction.
- PART 2 PRODUCTS No products are required in this Section.

PART 3 - EXECUTION

3.1 PROTECTION OF PROPERTY

- A. The Contractor shall exercise extreme caution while working close to existing shrubs, trees, walls, lawns and other property adjacent to the construction.
 - 1. Shall replace any and all property which was damaged or destroyed as a result of his operations or because of his failure to protect them in a manner which would prevent damage.
 - 2. Property which has been damaged and replaced shall be equal in quality and workmanship to the damaged property and shall be subject to the approval of the property owner.
 - 3. Branches which interfere with construction may be removed, only upon approval of the Engineer.
 - a. Limbs and branches shall be trimmed off neatly and cleanly, close to the trunk of the tree or to its main branch. The cut surfaces shall be coated with an approved tree wound coating.
 - 4. Where pipeline installation is in close proximity to utility poles, it shall be the Contractor's responsibility to contact the utility company, and assist in supporting the pole during construction. Any costs associated with pole support shall be paid by the Contractor.

UNIFORMED POLICE OFFICERS

PART 1 - GENERAL

1.1 DESCRIPTION

A. The Contractor shall make all arrangements with the Chief of Police for the services of Uniformed Police Officers.

PART 2 - PRODUCTS

2.1 UNIFORMED POLICE OFFICERS

A. The Police Safety Officer will assign Uniformed Police Officers from the department in the quantity and at the location(s) as determined to be necessary.

PART 3 - EXECUTION

3.1 ARRANGEMENTS

A. The Contractor shall make all arrangements with the Police Safety Officer for the services of Uniformed Police Officers. If, in the opinion of the Chief of Police, Uniformed Police Officers are required for the protection of persons and control of traffic, the Contractor shall be responsible for making all arrangements with the Police Safety Officer as may be required.

3.2 PAYMENT

A. The Owner shall pay for all Uniformed Police Officers.

CONTROL OF MATERIALS

PART 1 - GENERAL

1.1 APPROVAL OF MATERIALS

- A. Unless otherwise specified, only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the work without prior approval of the Engineer.
- B. As specified in Section 01340, the Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product and to form an opinion as to its conformity to the Specifications.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, either prior to beginning or during the progress of the work, the Contractor shall submit additional samples or materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Owner will make arrangements for and pay for the tests.
- D. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. In order to demonstrate the proficiency of workmen or to facilitate the choice among several textures, types, finishes, and surfaces, the Contractor shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.2 HANDLING AND STORAGE OF MATERIALS

A. All materials and equipment to be incorporated in the work shall be handled and stored by the manufacturer, fabricator, supplier and Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.

- B. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural, miscellaneous and reinforcing steel shall be stored off the ground to prevent accumulations of dirt or grease, and in a position to prevent accumulations of dirt or grease, and in a position to prevent accumulation of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking, and spalling to a minimum.
- C. All mechanical equipment subject to corrosive damage by the atmosphere if stored outdoors (even though covered by canvas) shall be stored in a building to prevent injury. The building may be a temporary structure on the site or elsewhere, but it must be satisfactory to the Engineer.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and the Contractor shall receive no compensation for the damaged material or its removal.

PRODUCT HANDLING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this section.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- 2. Additional procedures also may be prescribed in other Sections of these Specifications.
- C. Only new materials and equipment shall be incorporated into the Work.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 MANUFACTURERS' RECOMMENDATIONS

A. Except as otherwise approved by the Engineer, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.

B. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

- A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Mechanical equipment subject to damage by the atmosphere if stored outdoors, even though covered by canvass, shall be stored in a building with a controlled environment. The building may be a temporary structure on the site or a building off location.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Engineer and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Engineer to justify an extension in the Contract Time of Completion.

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide an orderly and efficient transfer of the completed Work to the Owner.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- 2. "Substantial Completion" is defined in Par. 1.45 of the General Conditions.

1.2 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Engineer, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 PROCEDURES

- A. Substantial Completion:
 - 1. Within a reasonable time after receipt of the request to inspect, the Engineer will inspect to determine status of completion.
 - 2. Should the Engineer determine that the work is not substantially complete:
 - a. The Engineer promptly will so notify the Contractor, in writing, giving the reasons therefore.
 - b. Remedy the deficiencies and notify the Engineer when ready for reinspection.
 - c. The Engineer will reinspect the Work.
 - 3. When Owner concurs that the Work is substantially complete:
 - a. The Owner will prepare a "Certificate of Substantial Completion", on AIA Form G704, accompanied by the Contractor's list of items to be completed, as verified by the Engineer.
 - b. The Engineer will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

- B. Final Completion:
 - 1. Verify that the Work is complete.
 - 2. Certify that:
 - a. Contract Documents have been reviewed
 - b. Work has been inspected for compliance with the Contract Documents;
 - c. Work has been completed in accordance with the Contract Documents;
 - d. Equipment and systems have been tested as required, and are operational;
 - e. Work is completed and ready for final inspection.
 - 3. The Engineer will make an inspection to verify status of completion.
 - 4. Should the Owner determine that the Work is incomplete or defective:
 - a. The Engineer promptly will so notify the Contractor, in writing, listing the incomplete or defective work.
 - b. Remedy the deficiencies promptly and notify the Engineer when ready for reinspection.
 - 5. When the engineer determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.
- C. Closeout submittals include, but are not necessarily limited to:
 - 1. Warranties and bonds;
 - 2. Certificates of Insurance for products and completed operations;
 - 3. Evidence of payment and release of leans;
 - 4. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

1.4 INSTRUCTION

A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work.

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DEWATERING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Furnish, operate and maintain, as incidental to the project, dewatering equipment for the control, collection and disposal of ground, surface water and water from the water main where necessary to complete the work.
- B. Comply with all rules, regulations, laws and ordinances of the Commonwealth of Massachusetts and of all other authorities having jurisdiction.

1.2 SUBMITTALS

- A. Fifteen days prior to the commencement of any work, Contractor shall file for record with the Engineer, the Contractor's plan for dewatering, including proposed areas for drainage disposal and treatment.
- B. Include in the Dewatering Plan, the following:
 - 1. Types and sizes of ground water control systems to be used, including backup power and equipment.
 - 2. Provisions for water treatment and disposal to meet the requirements of all applicable codes.
 - 3. Provisions for limiting siltation.
 - 4. All calculations required to demonstrate the effectiveness of the dewatering system.
 - 5. Location plan showing recharge pits, discharge piping or channels, and all other discharge components.
- C. Receipt by the Engineer of the Contractor's plan for dewatering shall not obligate the Engineer or Owner for the sufficiency of the Contractor's plan. The Contractor shall be solely responsible for the means, methods and adequacy of the dewatering system.
- D. A Registered Professional Engineer licensed in the Commonwealth of Massachusetts shall prepare and stamp the Contractor's dewatering plan, if special dewatering techniques are required.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Piping, plumbing equipment and all other materials and equipment required to provide dewatering of excavations shall be suitable for the intended purposes. Standby pumping units shall be maintained at the site to be used in case of failure of the primary pumping units.

PART 3 - EXECUTION

3.1 PERFORMANCE

A. General:

- 1. Grade and ditch the site as necessary to direct surface runoff away from open excavations and subgrade surfaces.
- 2. Keep excavations and site construction areas free from standing water.
- 3. Thoroughly brace or otherwise protect against floatation all pipelines and structures which are not stable.
- 4. Collect water entering the excavation from surface runoff in shallow ditches around the perimeter of the excavation, drain to sumps and pump from the excavation to maintain a bottom free from standing water.
- 5. Conduct dewatering in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation. Maintain the groundwater level at least 1-foot below the excavation bottom at all times. An unstable or "pumping" subgrade will indicate that dewatering is not adequate and additional dewatering will be required. Construct well or sump installations with proper sand filters to prevent drawing of finer grained soil from the surrounding ground.
- 6. Take all additional precautions to prevent uplift of any structure during construction.
- 7. If the material at the bottom of the trench becomes unstable due to an inadequate dewatering system installed by the Contractor, and additional depth of excavation and bedding material is required, this additional work will not be eligible for payment and shall be done at the Contractor's expense.

B. Dewatering System

- 1. Special dewatering may be required for the water main installation.
- 2. Special dewatering techniques may consist of single or multiple stage well point systems, deep wells, or eductor and ejector type system.
- 3. Install and maintain one groundwater observation well inside the excavation to measure the groundwater level to ensure conformance with the requirements of these Specifications. Construction will not be allowed until the Engineer is satisfied that the above provisions are met.

C. Disposal of Water

- 1. Dispose of water pumped or drained from the construction site in a suitable manner to avoid public nuisance, injury to public health, damage to public and private property and damage to the work completed or in progress.
- 2. Dispose of drainage so that flow or seepage back into the excavated area will be prevented. Disposal areas shall be approved by the Owner.
- 3. Monitor the effluent from the pump discharge and from sedimentation basins. Limit the turbidity to no more than 15 NTU.
- 4. Contractor is responsible for all treatment options necessary to attain the discharge requirement including but not limited to decant basins, siltation collection bags, chemicals and chemical treatment equipment and conventional treatment chemicals and equipment. Do not place the treatment process within 25-feet of a bordering vegetated wetland.

D. Damage

1. Any damage resulting from the dewatering operations or the failure of the Contractor to maintain the work in a suitably dry condition shall be repaired by the Contractor at no additional cost to the Owner.

SHORING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide shoring at excavations and elsewhere as required to protect workmen, materials, other properties, and the public.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- 2. As established in the General Condition of the Contract, the Contractor is solely responsible for means and methods of construction and for the sequences and procedures to be used.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. The Contractor shall not perform excavations in unstable ground and shall employ a positive means of containing the unstable ground behind some shoring before excavation may proceed.
- C. Employ a qualified engineer, properly permitted to provide such services at the location of the Work, to design the shoring system and to inspect and report on the quality of its construction.
- D. Comply with pertinent requirements of governmental agencies having jurisdiction.
- E. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 SUBMITTALS

A. Within five (5) calendar days after the contractor has received the Owner's Notice to Proceed, submit shoring design to Engineer for record purposes only.

PART 2 - PRODUCTS

2.1 DESIGN

- A. Design a shoring system which will safely and adequately prevent collapse of adjacent materials and which will permit construction of the Work to the arrangement shown on the Drawings.
- B. All shoring shall be designed to support all vertical and lateral loads imposed on the system during construction.
- C. Secure all needed approvals, including those of governmental agencies having jurisdiction and of adjacent property owners if required, at no additional cost to the Owner.

2.2 MATERIALS

A. Provide materials of all kinds as required for execution of the approved shoring system.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. Construct and install the shoring system in strict accordance with the Design Engineers requirements.

TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: The Contractor shall furnish all excavation and backfilling required for the Work, including site mobilization and demobilization, furnishing lighted caution horses, fences or barriers, barrels, barricades, temporary bridging, cutting, removal and proper disposal of pavement, providing and maintaining basic traffic control devices, excavation in earth and rock for all structures and pipe lines, removal and disposal of all unsuitable material, provide required process gravel and select borrow where ordered, trimming and removal of trees, bushes and brush, disposal of surplus material, shoring, bracing and sheeting, dewatering systems, backfilling, compaction and maintenance of backfill material, protection of existing above and below ground facilities, removal and replacement of signs, mail boxes, fences, flower gardens, retaining walls, protection of existing pavements, repairing of broken or disturbed water, sewer or storm drain piping and structures caused by the Contractor's operations, and all other incidental work necessary to provide the space for the construction of the Work of this Contract, in accordance with the Contract Documents.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment appropriate in size, capacity, and numbers to accomplish the work of this Section in a timely manner.
- C. Comply with all the requirements of the Local and State regulatory agencies which pertain to this Section.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within five (5) calendar days after the contractor has received the Owner's Notice to Proceed, submit:
 - 1. Complete materials list of items proposed to be provided under this section.

2. Schedule for seeding and fertilizing.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01610.

1.5 COORDINATION

- A. Coordinate the work of this Section in a manner to minimize the impact upon the local businesses and residents.
- B. Coordinate the work of this Section with suppliers, trades and any public agencies which may affect or be affected by the work of this Section to insure the uninterrupted completion of this work, including but not limited to the Fire and Police Departments, School Bus Company, US Postal Service, Highway Department, Rubbage Disposal Service, etc.

1.6 ROADWAY OPENING PERMIT

A. The Contractor shall obtain a roadway opening permit for all work within the local roadways and notify the responsible Public Works Department at least seven (7) days before any excavation takes place within the roadway.

1.7 CLASSIFICATION OF EXCAVATION

A. All excavation shall be classified as either earth or rock. Rock excavation shall be solid ledge rock, concrete, stone masonry or boulders one (1) cubic yard or more in volume. All other materials excavated shall be classified as earth.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fill and backfill materials:
 - 1. Ordinary Borrow: Shall be a friable material consisting of a nature of stone, sand and silt with no objects larger than seven (7)-inches in diameter and no more than thirty (30) percent by weight finer than No. 200 sieve, and be free of pavement, trash, loam, ice, snow, tree stumps and roots. This material must be conducive to proper compaction by the methods to be utilized under this Contract. Excavated trench material from on-site sources which meets these specifications in the Owner's opinion shall be used for Ordinary Borrow trench refill.

- 2. Select Borrow: Shall be a friable material consisting of a nature of stone, sand and silt with no objects larger than three (3)-inches in diameter and no more than 30 percent by weight finer than No. 200 sieve, and be free of pavement, trash, loam, ice, snow, tree stumps and roots. This material must be conducive to proper compaction by the methods to be utilized under this Contract. Excavated trench material from on-site sources which meets these specifications in the Owner's opinion shall be used for Select Borrow trench refill.
- 3. Process Gravel: Shall consist of hard durable sand and gravel, be free from ice and snow, roots, sods, rubbish and other deleterious or organic matter. Maximum stone size shall be three (3)-inches (greatest dimension). In addition, it shall conform to the following gradation requirements:

Sieve Size	Percent Passing	
	<u>Maximum</u>	Minimum
3"	-	100
1 1/2"	100	70
1/4"	85	50
No. 4	60	30
No. 200	12	-

- a. Excavated trench material from on-site sources which meets these Specifications in the Owner's opinion shall be used for Process Gravel trench refill.
- 4. Sand Borrow: Shall consist of clean inert, hard, durable grains of quartz or other durable rock, free from pavement, trash, loam, ice, snow, tree stumps and roots, with no objects larger than one (1)-inch in diameter and no more than ten (10) percent by weight finer than No. 200 sieve. This material must be conducive to proper compaction by the methods to be utilized under this Contract. In addition, it shall conform to the following gradation requirements:

Sieve Size	Percent Passing	
	<u>Maximum</u>	Minimum
1"	-	100
1/2"	100	85
No. 4	100	60
No. 16	80	35
No. 50	55	10
No. 200	10	0

a. Excavated material from on-site sources which meets these specifications in the Owner's opinion shall be used as Sand Borrow fill.

5. Crushed Stone: Shall consist of durable crushed stone or durable crushed gravel stone, washed, free from ice and snow, stone dust, sand, clay, loam, or other deleterious material. The crushed stone shall be uniformly blended and conform to the following:

Sieve Size	Percent Passing
5/8"	100
1/2"	85 - 100
3/8"	15 - 45
No. 4	0 - 15
No. 8	0 - 5

6. Controlled Density Fill (if ordered): Shall consist of Portland cement, fly ash, sand and water. Shall be of Type 2E mix in accordance with Massachusetts Highway Department Specification M4.08.0. The ingredients shall comply with the following:

Portland Cement AASHTO M85

Fly Ash AASHTO M295, Class F

Sand M4.02.02 Air Entraining Admixtures M4.02.05

PART 3 -**EXECUTION**

3.1 TRENCH EXCAVATION

- A. The Contractor shall make all excavation in earth and in rock, necessary or incidental to the proposed construction under the terms of this Contract and as herein specified or indicated on the Contract Drawings.
 - All trench excavation shall be accomplished by open cut method, except as may be 1. otherwise expressly permitted by the Owner, or as otherwise stipulated in the Contract.
 - 2. The area around all structures shall be sufficient in width to permit the use of mechanical compactors to easily be walked around the structure for the full height of the trench. If this cannot be accomplished, alternate means of compacting around these zones must be demonstrated to the satisfaction of the Engineer.
 - 3. All excavation shall be made in such manner and to such widths as will give ample room for properly installing, constructing and inspecting pipelines and structures they are to contain.
 - 4. The Contractor shall be responsible for notifying Dig Safe, the Marblehead Department of Public Works and the Owner for field markouts of all utilities, and the Contractor shall plan ahead in the layout of the water mains, cross connections, cleaning and lining insertion pits and services to avoid these utilities wherever possible.

- 5. Test pits may be required ahead of construction to insure that new water main or cross connections will align properly with the existing piping and fittings at existing connections.
- 6. The width of trenches shall be sufficient to allow thorough compacting of the refill adjacent to the lower quarters of the pipe. At pipe joints such additional width and depth shall be excavated as is necessary to give ample room for properly making and inspecting the pipe joints.
- 7. Bottom of trenches in earth shall be excavated reasonably flat and to a depth of six (6)-inches below the bottom of the water main pipe.
- 8. If rock is encountered, bottom of trenches shall be excavated to a smooth bottom free of major projections, providing a minimum of twelve (12) inches clearance with bottom and sides of pipe, refilled with compacted Select Borrow.
- 9. Bracing and support of all trench excavation shall meet all requirements of local and State ordinances and OSHA regulations. Sheeting and bracing, or the use of steel support box shall be used where required to maintain a safe working condition and provide protection from collapse of the trench walls and undermining of existing pavement, damage to the pipe line appurtenances installed under this Contract, and existing underground facilities.
- 10. Excavation in close proximity to the edge of existing pavements and curbings shall be controlled to minimize damage or disturbance to the pavement and curbing system.

3.2 TRENCH EXCAVATION IN PAVED ROADWAYS

A. In excavating trenches in roadways having an improved Type I asphaltic concrete pavement, the Contractor shall cut pavement twice; once prior to excavation, and again prior to permanent resurfacing. The first cut may be made using a water-cooled abrasive saw; pneumatic chisel, pavement grinding equipment, or a wheel cutter attached to a front-end loader, conditions permitting. The second and final cut for existing Type I asphaltic concrete shall be made with a water-cooled abrasive saw or pavement grinding equipment. In all cases a trial section shall be cut to indicate the performance of the equipment to be utilized.

3.3 UNSUITABLE MATERIAL

- A. All pipes and structures are to be laid on stable foundation. If material at grade is determined to be unsuitable by the Engineer, the Contractor shall excavate a further depth and/or width, and refill with an approved material. Refill material shall be process gravel or crushed stone as determined by the Owner. Payment width limits shall be the same as specified for trench excavation, unless an additional width of trench is ordered by the Engineer.
 - 1. Any excavation in excess of the amount ordered by the Engineer shall be backfilled and compacted with an approved granular material, at the Contractors expense.

3.4 ROCK REMOVAL

A. See Specification Section 02227.

3.5 DEWATERING

- A. The Contractor shall provide an adequate method of groundwater control, such as pumps or a well point system, to maintain the groundwater level below the bottom of the trench or excavation during the construction period, in such manner as not to interfere with the progress of the work or cause damage to adjacent underground facilities or property.
 - 1. Contractor shall take precaution to prevent the pumping of fines, soil erosion and the damage of adjacent properties and facilities due to his dewatering application.
 - 2. Contractor shall prevent the flotation of any facilities by maintaining a continuous operation of the dewatering system.
 - 3. If material at the bottom of the trench becomes unstable due to an inadequate dewatering system installed by the Contractor, and additional depth of excavation and bedding material is required, this additional work will not be eligible for payment, and shall be done at the expense of the Contractor.

3.6 BACKFILLING AND COMPACTING

- A. Bedding material of screened gravel shall be place to a minimum compacted depth of six (6)-inches below the pipe, six (6)-inches above the pipe, and extended to both sides of the trench wall, and shall be compacted in depths not to exceed eight (8)-inches in depth. The remainder of the backfill shall be placed in twelve (12)-inch layers, graded relatively level and thoroughly compacted to a 95% dry density by tamping or vibrating with hand or mechanical compacting equipment around the pipe compacted with hydraulic rammers or other satisfactory compaction equipment. Compaction of initial backfill over the pipe shall be accomplished so as not to cause damage to the underlying pipe. Equipment used for compacting in this zone shall be by use of small vibratory plate compactor making at least three (3) passes.
 - 1. Care shall be taken to compact the backfill materials throughout the full width of the excavation and beneath all pipes and structures.
 - 2. The backfilling of trenches shall proceed as soon as the laying of the pipe(s) or installation of the structure(s) will allow.
 - 3. The remainder of backfill to eighteen (18)-inches below the surface in paved areas and to four (4)-inches below the surface in landscaped/shoulder areas) shall be ordinary borrow placed in twelve (12)-inch layers, leveled and mechanically compacted with hydraulic rammers or other satisfactory equipment.
 - 4. Any pavement falling, caving, or entering the trench during backfilling operations shall be removed before backfilling operations are permitted to continue.
 - 5. The top eighteen (18)-inches of trench refill in paved areas shall be process gravel placed in six (6)-inch layers and compacted by hydraulic rammers, plate compactors or rollers.
 - 6. The top four (4)-inches of trench refill in landscaped/shoulder areas shall be loam installed in accordance with Section 02490, or process gravel, as ordered by the Owner.

- 7. When ordered by Owner, the Contractor shall place controlled density fill from eight (8)-inches over pipe to the roadway surface to be protected with steel plates until cured, and to be later excavated to the depth of the asphaltic concrete to be placed.
- 8. Contractor shall install steel road plates over each pit and install cold patch or pavement around the edge of the plates. If, due to high speed vehicle traffic, plates slide, Contractor shall pin down plates.
- 9. Safety at the construction site shall entirely be the responsibility of the Contractor.
- 10. The Contractor shall be required to move all equipment off of South Main and West Street at the end of each work day.
- 11. All ordinary borrow and select borrow for trench backfilling shall be obtained from the excavated trench material at the site, or excess material from other construction sites within this Contract if possible. If this material is not available, the Contractor shall furnish same under the appropriate contract item.
- 12. All rock and boulders shall be kept separate from the excavated earth and properly disposed of by the Contractor. No excavated rock or boulders shall be used as backfill in the pipe trench.
- 13. All excavated pavements shall be kept separate from the excavated earth and properly disposed of by the Contractor. No excavated pavements shall be used as backfill in the pipe trenches.
- 14. If undermining of the roadway occurs during excavation, the overhanging section of the road shall be removed in order that adequate compaction as specified herein can be accomplished. After backfill and compaction is achieved, the remaining edge of road at the trench will be cut back twelve (12)-inches to straight lines parallel to the trench before final paving is undertaken.

3.7 SURPLUS MATERIAL

A. Upon completion of the backfilling of the trenches, if there is surplus material not satisfactory for refill or which cannot be utilized at other sites within this Contract at that time, material to become the property of the Contractor. The Contractor shall dispose of this surplus material at locations determined by the Contractor at the Contractors expense.

3.8 LOAMED AND GRASSED AREAS

A. Loamed and grassed areas which are disturbed by the Contractors operation shall be restored to a condition comparable or better than originally found.

3.9 CURB AND SIDEWALK AREAS

A. Curbings and sidewalks which are disturbed by the Contractor's operation shall be restored to a condition comparable or better than originally found.

3.10 TEST PIT EXCAVATION

A. Test pits shall be excavated to locate existing Underground Facilities to allow proper alignment of new water main piping.

3.11 BASIC PROTECTION OF TRAFFIC

- A. The Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners the opportunity to enter and leave the premises. Free access shall be provided at all times to existing water gates and fire hydrants in the vicinity of the Work.
 - 1. The Contractor must protect all open excavations, both during and beyond working hours, with lighted barricades, horses and/or reflecting barrels, cones, etc. The Contractor shall be entirely responsible for the safety of the public and work force in the immediate area of construction.
 - 2. All lighted barricades, horses, barrels, cones, signs, and other traffic devices must be highly visible, properly placed and maintained in that condition and location by the Contractor.
 - 3. Steel plates for trenches shall be a minimum of one (1)-inch thickness. Plates left over trenches overnight must be secured to the existing roadway by pinning, if the vehicle speeds move plates. All edges of steel plates and corners shall be cold patched.

B. Emergency Equipment

1. The Contractor shall conduct his operations in a manner that insures access to all areas in the vicinity of the construction by emergency vehicles and equipment, and shall immediately assist any emergency vehicles to pass the construction site.

3.12 PROTECTION OF PROPERTY

- A. The Contractor shall exercise extreme caution while working close to existing underground facilities, curb and sidewalks, asphaltic concrete, highway guard, utility poles, signs, mail boxes, shrubs, trees, walls, lawns, and other property adjacent to the construction.
 - 1. Contractor shall replace any and all property which was damaged or destroyed as a result of his operations or because of his failure to protect them in a manner which would prevent damage.
 - 2. Property which has been damaged and replaced shall be equal in quality and workmanship to the damaged property and shall be subject to the approval of the property Owner.
 - 3. Branches which interfere with construction may be removed, only upon approval of the Owner.
 - a. Limbs and branches shall be trimmed off neatly and cleanly, close to the trunk of the tree or to its main branch.
 - 4. Where pipeline installation is in close proximity to utility poles, it shall be the Contractor's responsibility to contact the utility company, and assist in supporting the pole during construction. Any costs associated with pole support shall be paid by the Contractor.

5. Where pipeline installation requires the removal and replacement of mailboxes, signs, shrubs, timber retaining walls, fences, posts, etc., the Contractor shall remove the item and carefully stockpile it adjacent to the construction site. Once pipeline is installed, the item shall be immediately reinstalled in a professional manner to provide a first class installation.

3.13 CLEANUP

- A. Cleanup shall be divided into two phases, initial and final.
 - 1. Initial cleanup shall closely follow the construction, and shall never follow further than 50 linear feet from either side of actual construction site. Initial cleanup shall include, but not be limited to, picking up of all surplus equipment and materials, dressing up of all roadway trench surfaces prior to replacement of pavement.
 - 2. Final cleanup shall be completed at the time when all temporary resurfacing is in place and Contractor shall remove all surplus construction materials and temporary structures, and restore all areas disturbed by his operations to a condition at least equal to condition prior to construction and to the satisfaction of the Engineer.

3.14 PLACEMENT OF CONTROLLED DENSITY FILL (CDF) (If Ordered)

- A. The following applies to all trenches where controlled density fill is ordered by the Owner:
 - 1. The Contractor shall place controlled density fill from eight (8)-inches above the pipe to the roadway surface, plate the trench and let cure for twenty-four (24) hours. Pinning of the plates may be necessary in high traffic areas.
 - 2. No plates may be left-in-place over the weekend and the Contractor shall schedule the work accordingly.
- B. If ordered, payment shall be by Change Order.

3.15 FILTER FABRIC (If Ordered)

- A. The Contractor shall furnish and install rolled sheets of filter fabric, where shown on the Drawings or as directed by the Owner.
- B. The fabric shall be constructed on two types of continuous filament fibers, one polypropylene and the other being a hetero-filament, comprised of a polypropylene core covered with a nylon sheet. The filaments shall be heat bonded and fabric shall be delivered in rolls covered with black plastic. The material will act as a filter, allowing the passage of water, but preventing the migration of fine material into the bedding material.
- C. If ordered, payment shall be by Change Order.

ROCK REMOVAL

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Remove all rock encountered while excavating for structures, roadways, or facility trenches as required by the Contract Documents.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- 2. Section 02221 Trenching, Backfilling and Compacting

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 DEFINITIONS

- A. Rock excavation: Rock which requires explosives, wedging or an impact hammer for its removal. Concrete which meets the above definition shall be classified as rock.
- B. Boulders, slabs or other single pieces of material encountered which are less than one (1) cubic yard shall not be considered rock.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 NOTIFICATION

A. When rock is encountered, the material shall be uncovered and the Engineer notified. The Contractor shall provide the Engineer with cross sections of the rock surface. The Engineer shall be present when the cross sections of the rock are made.

3.2 LIMITS OF EXCAVATION IN ROCK

- A. Excavation in rock shall be performed, so that no projection shall come within vertical planes 12 inches outside of the structure being built or 12 inches below the bottom of the structure base slab and footings.
- B. In trenches, the rock shall be removed to the limits shown on the typical trench section. Where excavation is carried beyond the above-determined limits, the additional space shall be refilled at the Contractor's expense with concrete or other specified materials.

3.3 DISPOSAL AND REPLACING OF ROCK

- A. Remove and dispose of all pieces of rock which are not suitable for use in other parts of the work. Rock disposed of by transportation to spoil areas is to be replaced by surplus excavation obtained elsewhere on the site, insofar as it is available.
- B. Contractor shall be responsible for obtaining spoil locations and the removal of all excess rock from the site.

ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide environmental controls as required by the Contract Documents.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. All related Specification Sections shall be used in conjunction with this Section.

1.2 DEFINITIONS

A. Resource Areas: Those areas, conditions or features which, when disturbed by construction activities, create an adverse environmental impact. Such areas include, but are not necessarily limited to densely wooded areas, wetland areas, streams, brooks, rivers, and other water crossings and steep slopes.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 FILTER FABRIC FOR CATCH BASINS (SILT BASKETS)

A. Shall be made of 100% non woven polypropylene geotextile fabric.

B. Shall be non-biodegradable fabric, resistant to ultraviolet degradation and contaminates commonly encountered in storm water.

PART 3 - EXECUTION

3.1 SEDIMENTATION AND EROSION CONTROL

- A. Plan and execute all operations, particularly those associated with excavation and backfilling, in such a manner as to minimize the amount of excavated and exposed fill or other foreign material that is washed or otherwise carried into wetlands and waterways.
- B. In the event of sedimentation or siltation prevention measures used by the Contractor prove to be inadequate, the Contractor shall adjust his operations to the extent necessary to prevent any such sedimentation or siltation from occurring.
- C. Keep catch basins clear of mud, silt, debris and other objectionable materials resulting from construction operations.
 - 1. Maintain flow capacity of catch basins to prevent unnatural flooding.
- D. Sediment laden water that is being pumped from the trenches or excavations shall not be pumped directly into water- courses. Sedimentation basins of filter fabric, wire fencing and hay bales or other means shall be used for this purpose.

3.2 PROTECTION OF AIR RESOURCES

- A. During the progress of work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of water as necessary, so as to minimize the creation and dispersion of dust. If the Owner decides that it is necessary to use calcium chloride for more effective dust control then the Contractor shall furnish and apply the material as directed.
- B. Calcium chloride shall be commercial grade, furnished in 100-pound, 5-ply bags, stored under weatherproof cover and stacked alternately for ventilation. Application for dust control shall be at the rate of about 1/2 pound per square yard per application.
- C. Burning of rubbish and waste material on the site shall not be permitted.

3.3 COMPLIANCE

- A. The construction project shall be in compliance with all Federal, State and Local laws with respect to hazardous materials.
- B. All clean up and disposal operations shall comply with all applicable Federal, State, and Local statutes, regulations and ordinances and anti-pollution laws.

C.	Comply with all requirements of all applicable Federal, State, and Local regulations and all permits issued for the Contract.
	END OF SECTION

PIPELINE CLEANING AND TELEVISION INSPECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. The Contractor shall provide all equipment, labor and materials required for the initial pipe cleaning and pre and post television inspection for cement mortar relining segment, including but not limited to, hydraulic and/or mechanical cleaning equipment and disposal equipment, hand tool cleaning, closed circuit televising and recording equipment, and the experienced personnel to operate same.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- 2. Section 02610

Ductile Iron Pipe, Fittings, and Appurtenances

3. Section 02766

Lining Cast Iron Pipe and Temporary Bypass Pipes

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01610.

1.4 COORDINATION

A. Coordinate the work of this Section with suppliers, trades and any public agencies which may affect or be affected by the work of this Section to insure the uninterrupted completion of this work.

1.5 SCHEDULING

- A. Work shall be scheduled to allow cleaning and television inspection work to be done prior to scheduling of lining application work. The intent of the cleaning and initial television investigation is to insure that piping system is in such condition that cement lining may be applied without obstruction.
 - 1. The project shall be segregated into sections to allow work to be completed without complete shutdown of the entire pipeline.
 - 2. If a particular segment of water main is found to have an existing cement lining, the Owner shall have the option to only clean that segment of water main. In this case, the Owner will decide if the water main is to be inspected by closed circuit television prior to the cleaning.
 - 3. Upon completion of cleaning and/or lining operation, the sections lined shall be once again inspected by closed circuit television, with a copy of tape to Owner.

PART 2 - PRODUCTS

2.1 CLEANING EQUIPMENT

- A. High Velocity Hydro-Cleaning Equipment: All high velocity cleaning equipment shall be constructed for ease and safety of operation. Equipment shall have a selection of two or more high velocity nozzles. Nozzles shall be capable of producing scouring action for 15 degrees to 45 degrees in all size lines designated to be cleaned. Gun shall be capable of producing flows from a fine spray to a long distance solid stream. Equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel. All controls shall be located so that equipment can be operated above ground.
- B. Hydraulic Cleaning Equipment: Equipment used shall be a movable dam type and be constructed in such a way that a portion of dam may be collapsed at any time during cleaning operation to protect against flooding. Movable dam shall be equal in diameter as pipe being cleaned and shall provide a flexible scraper around outer periphery to ensure total removal of grease. If cleaning balls or other such equipment which cannot be collapsed instantly are used, specific precautions against flooding of public or private property shall be taken.
- C. Mechanical Cleaning Equipment: Bucket machines shall be in pairs with sufficient power to perform work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to pipe will not be allowed. A power rodding machine shall be either a sectional or continuous type capable of holding a minimum of 750 feet of rod. Rod shall be specifically treated steel. To ensure safe operation, machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve.

- D. Short sections of piping that cannot be cleaned with conventional processes shall be cleaned by hand with scrapers or brushes made specifically for hand use.
- E. Other allowable pipe cleaning methods include metal scrapers, drag cleaning, or power boring.

2.2 TELEVISION EQUIPMENT

A. Closed Circuit Television

1. Television camera used for inspection shall be one specifically designed and constructed for such utilization. Lighting for camera shall be suitable to allow a clear color picture for entire periphery of the pipe. Camera shall be operative in 100% humidity conditions without fogging of the camera lens. Camera, television monitor and other components of video system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to satisfaction of Engineer and if unsatisfactory, equipment shall be removed and replaced, with no payment made for unsatisfactory inspection.

PART 3 - EXECUTION

3.1 DEWATERING

- A. Contractor shall be responsible for complete dewatering of the existing water main prior to conducting any work.
- B. All water shall be discharged in a way and to an area which will not create traffic hazards, be a nuisance to, obstruct or create damage to any businesses, roadways or areas surrounding the work.
- C. Place silt baskets as required to safeguard catch basins.

3.2 DISINFECTION OF EQUIPMENT

A. Contractor shall disinfect all testing, television and any other equipment using a chlorine solution prior to insertion inside the existing and cement lined water mains.

3.3 CLEANING

A. Prior to cleaning and lining a segment of water main, the Contractor shall expose the main so that an inspection of the interior of the main can be conducted to determine if the main is cement lined. If the main is cement lined, the main may be televised prior to cleaning, at the discretion of the Owner.

- B. Designated water main piping sections shall be cleaned using hydraulically propelled, mechanically powered or high velocity cleaning equipment, as specified. The equipment and method selected shall be satisfactory to the Engineer. Equipment for cleaning shall be capable of removing dirt, grease, rocks, sand, and other deleterious materials and obstructions from the water mains, without causing damage to structures. If cleaning of an entire section cannot be successfully performed from one insertion point, equipment shall be re-set at the other insertion point and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.
 - 1. Contractor shall remove a section of existing piping and attach and extend discharge piping to surface. This piping shall be adequately anchored and contain a valve for flow control.
 - 2. All cleaning water, sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from cleaning operation shall be removed and contained at discharge point of section being cleaned. Under no circumstances will the discharge of cleaning debris be freely discharged to any ground surfaces. The discharge must be contained and the solids separated from the liquid within the containment.
 - 3. All cleaning water and debris resulting from cleaning process shall be loaded on trucks provided by Contractor each day, and properly disposed of with the residue washed from the surface.
 - 4. It shall be the responsibility of the Contractor to clear line of obstructions that will prevent the installation of cement mortar liner. If inspection reveals an obstruction that cannot be removed by conventional cleaning equipment, then Contractor may be required if directed by the Engineer to make a point repair excavation to uncover and remove or repair the obstruction.
 - 5. During all cleaning operations, satisfactory precautions shall be taken to protect the water main from damage that might be inflicted by improper use of cleaning equipment. No fire hydrant shall be obstructed in case of a fire in an area served by the hydrant, nor shall a hydrant be used for the purpose described unless a vacuum break is provided.
 - 6. Performance of the cleaning process shall be such as to remove all debris, grease, dirt, mineral deposits, roots and other extraneous material from pipelines, to allow a thorough inspection to be performed by closed circuit television, and provide a clean, smooth surface for pipe lining. Any section which is deemed unacceptable shall be re-cleaned at no additional cost to Owner.
 - 7. Upon completion of the cleaning process, a squeegee type device shall be pulled through the entire pipeline to be lined to eliminate any water remaining within the pipeline.

3.4 TELEVISION INSPECTION

- A. Camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the water main's condition, but in no case will television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable and powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of water main conditions shall be used to move camera through the line. If, during the inspection operation, the television camera will not pass through the entire section, Contractor shall re-set up his equipment in a manner so inspection can be performed from opposite access point. If, again, the camera fails to pass through the entire section, the Engineer may order additional cleaning.
 - 1. Whenever non-remote powered and controlled winches are used to pull television camera through line, telephones or other suitable means of communication shall be set up between the two access points of section being inspected to insure good communications between members of the crews.
 - 2. Accuracy of measurements cannot be stressed too strongly. Measurement for location of service corporation or other fittings shall be above ground by means of meter device. Marking on cable or the like will not be acceptable. Measurement meters will be accurate to two tenths (0.2) of a foot over length of section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or other suitable device.
 - 3. Television investigation shall locate all damaged piping and other pertinent information that will be utilized to verify success of lining operation upon completion and final television inspection.
 - 4. Two (2) Color digital video discs shall be submitted to Owner for both pre and post television inspections with accompanying logs for each inspection.
 - 5. If necessary, Contractor shall control flow of water with by-pass pumping or other means, to insure full visual observation of the pipeline being inspected.
 - 6. Re-televising will be required when additional cleaning is needed or additional lining work is done on unsatisfactorily lined segments of the water main.

LOAM, SEED AND SOD

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Finish grade, apply lime, fertilizer, loam, seed, sod and decorative plantings, if present to all the disturbed areas under the Work of this Contract, as required by the Contract Documents.

B. Related Work:

1. Division 1 – General Requirements

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. If the results of the hydraulic seeding operation are unsatisfactory, the method shall be abandoned and seeding will be required by sowing method.
- C. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 60 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Complete materials list of items proposed to be provided under this Section.
 - 2. Schedule for seeding and fertilizing.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.
- B. Immediately remove from the site, materials which are not true to name, and do not comply with the specified requirements, and promptly replace with materials meeting the specified requirements.

PART 2 - PRODUCTS

2.1 FERTILIZER

- A. Provide commercial blended 10-20-10 fertilizer delivered to the site in bags labeled with the manufacturer's guaranteed analysis.
 - 1. At least 40 percent of the nitrogen in the fertilizer used shall be in slowly available (organic) form.

2.2 LIME

- A. Lime shall be ground limestone containing not less than 85 percent calcium and magnesium carbonates.
 - 1. Shall be ground to such fineness that at least 50% will pass through a 100-mesh sieve and at least 90 percent shall pass through a 20-mesh sieve.

2.3 GRASS SEED

- A. General: Provide grass seed which is:
 - 1. Free from noxious weed seeds, and re-cleaned;
 - 2. Grade A recent crop seed;
 - 3. Treated with appropriate fungicide at time of mixing;
 - 4. Delivered to the site in sealed containers with dealer's guaranteed analysis.
- B. Proportions by weight (Improved Lawn Areas)

1.	Chewings Fescue	- 40 percent
2.	Red Top	- 30 percent
3.	Kentucky Blue	- 30 percent

C. Proportions by weight (Slopes)

1.	Creeping Red Fescue	- 40 percent
2.	Perennial Ryegrass	- 30 percent
3.	Red Clover	- 10 percent
4.	Winter Rye	- 15 percent

2.4 LANDSCAPE PLANTINGS

- A. Observed landscape plantings consist of various decorative grasses and flowers.
 - 1. Contractor to consult with Town and replace in kind.

2.5 TOPSOIL

A. Where sown on the Drawings or otherwise required, provide topsoil consisting of friable, fertile soil of loamy character, containing an amount of organic matter normal to the region.

B. The soil shall be capable of sustaining healthy plant life, free of subsoils, roots, heavy or stiff clay, stones larger than 1-inch in greatest dimension, weeds, sticks, brush, litter, and other deleterious matter.

2.6 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor, subject to the approval of the Engineer.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct all conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 SPREADING TOPSOIL

- A. Uniformly grade the areas required under this Contract.
- B. Upon completion of finish grading, perform fine grading required for seeding.

3.3 SEEDING

A. Preparation

- 1. Grade seedbeds, thoroughly removing ridges and depressions, and making areas smooth, continuous, firm planes that ensure proper drainage.
- 2. Remove soil lumps, rocks, sticks, and other deleterious material.

B. Lime

1. Apply the approved lime at the rate of 100 lbs. of ground limestone per 1000 sq. ft. of lawn area. Work into the top 3–4 inches.

C. Fertilizing

1. Apply the specified fertilizer at the rate of 40 lbs. per 1000 sq. ft. raking lightly into the soil.

D. Sowing

- 1. Sow with a seeder designed for the purpose.
- 2. Sow at the rate of five lbs. per 1000 sq. ft.
- 3. Promptly after seeding:
 - a. Roll seeded areas.
 - b. Wet seeded area thoroughly and keep seeded areas moist throughout the germination period.

E. Protect seeded areas by erecting temporary fences, barriers, signs and similar protection as necessary to prevent trampling.

3.4 SEEDING SEASON

- A. Unless otherwise approved by the Engineer.
 - 1. Lawn seeding shall be applied from April 10 to June 15 and from August 25 to October 1.

3.5 MAINTENANCE

- A. The Contractor shall:
 - 1. Keep all seeded areas watered.
 - 2. Reseed all areas which do not take.
 - 3. Repair all washouts, re-fertilize and reseed.
 - 4. Mow grass as required to maintain a stand of two inches.
 - 5. After two (2) mowings, top dress with an application of fertilizer at a rate of 30 lbs/1000 square feet.
 - 6. The maintenance period shall remain in force until substantial completion.

3.6 GUARANTEE PERIOD

A. All seeded and sodded areas shall be guaranteed by the Contractor for not less than one (1) full year from the date of substantial completion.

ASPHALTIC CONCRETE PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Includes: Provide asphaltic concrete paving, berms, pavement markings, calcium chloride, final grade adjustment of valve boxes and manhole castings and preparation of the trench as required by the Contract Documents.

B. Related Work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- 2. Section 02221 Trenching, Backfilling and Compacting

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Comply with pertinent provisions of the following except as may be modified herein.
 - 1. Massachusetts Highway Department, Standard Specifications, for Highways and Bridges of the Commonwealth of Massachusetts latest edition, including all addenda.
- C. The Contractor shall conduct all work in a professional manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within thirty (30) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Gravel Subbase
 - 1. Shall be as specified in Section 02221.
- B. Asphaltic Concrete paving for binder course and top course shall be class I asphaltic concrete conforming to Sections 420, 460, and M3 of the Massachusetts Standard Specifications.
- C. Asphalt Tack coat shall consist of either emulsified asphalt, grade RS-1 conforming to Section M3.03.1, or cutback asphalt, grade RC-70 or RC-250 conforming to Section M3.02.0 of the Massachusetts Standard Specifications.
- D. Pavement marking paint shall be fast drying type (P-226) conforming to Section M7.01.11, (Fast Drying Yellow Traffic Paint) of the above mentioned Specifications.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FINAL PREPARATION OF SUBGRADES

- A. Place process gravel subgrade and compact by the methods specified in Section 02221.
 - 1. Remove all loose materials from the compacted base prior to placing the asphaltic concrete pavement.

3.3 GENERAL

- A. All asphaltic concrete thickness referred to herein are compacted thickness.
- B. No asphaltic concrete shall be placed when the air temperature is below forty (40) degrees Fahrenheit, or when the material on which the mixtures are to be placed contain frost.
- C. No permanent resurfacing shall be placed in roadways after November 15 or before April 1, unless permission to do so is granted in writing by the Owner. Roadway construction work which will require paving after the closing of the "hot-mix" plants shall be paved with "cold mix".
- D. Maintain asphaltic concrete under this Contract during the guarantee period of one (1) year.

Promptly refill and repave all areas which have settled or are otherwise unsatisfactory for traffic.

3.4 PLACEMENT OF ASPHALTIC CONCRETE PAVING

- A. Trench Resurfacing: Shall be utilized as the base and top course of the permanent resurfacing.
 - 1. Remove temporary pavement, square all up edges and prepare base and top course as specified herein.
 - 2. Edges of the trench shall be cut back in a neat true line, twelve (12)-inches outside all limits of the excavation with a water cooled abrasive saw.
 - 3. Edges of the existing pavement shall be brushed clean and the specified tack coat applied.
 - 4. Pavement compacted thickness shall be three and one half (3 ½)-inches, placed in a single lift for the base resurfacing and one and a half (1 ½) inches, placed in a single lift for the wear course's resurfacing.
 - 5. Compaction shall be accomplished with a self-propelled roller, with a weight of approximately 285 lbs. per inch of roller width.
 - 6. Trench base course resurfacing shall be maintained by the Contractor until permanent top course resurfacing is placed.

B. Sand Seal

1. The butt edges of all permanent resurfacing shall be sealed with a six (6)-inch wide continuous strip of RS-1 completely covered with sand.

3.5 CASTING ADJUSTMENTS

- A. In roadway areas, where permanent resurfacing is to be applied, existing manhole and catch basin frames are to be adjusted to the grade of the new pavement.
 - 1. A neat line shall be cut in the pavement around the existing frames.
 - 2. The material: gravel, pavement and concrete collar (if there) shall be removed down to six (6)-inches below the frame.
 - 3. The frame is to be freed from its existing grout bed and shimmed with steel shims of the appropriate thickness, at a minimum of four (4) alternate locations, so as to insure that the frame will not rock. The frame is then to be set into a full bed of grout and a concrete collar placed around the frame, up to within two (2)-inches of the existing pavement.
 - 4. The frame shall be protected from damage from traffic until the concrete has taken a firm set.

3.6 DUST CONTROL TREATMENT

- A. Calcium chloride shall be applied only upon the direction of the Engineer.
 - 1. The roadway shall be swept clean and calcium chloride spread at a uniform rate over the gravel trench surface.

3.7 PAVEMENT MARKINGS

- A. Pavement markings shall be applied to replace damaged or removed sections or at locations directed by the Engineer.
 - 1. Pavements shall have been in place forty-eight (48) hours prior to the application.
 - 2. The surface shall be prepared to accept the application in compliance with the paint manufacturer's requirements.
 - 3. Shall be applied to a dry film thickness of fifteen (15) mils.
 - 4. The temperature of the pavement shall be between forty (40) degrees and one hundred twenty (120) degrees Fahrenheit (F^O).
 - 5. No thinners are to be used for the pavement markings.
 - 6. The equipment used for the application of Pavement Markings, shall be of standard commercial manufacture. All other equipment and devices necessary for the application of Pavement Markings and protection thereof and for the protection of the traveling public, shall be as usually required for work of this type, and shall be furnished by the Contractor.
 - 7. Pavement markings shall be either a single continuous line or broken line, four (4)-inches wide as directed by the Engineer.
 - 8. If for any reason material is spilled or tracked on the pavement or any markings applied by the Contractor in the Engineer's judgment fail to conform because of a deviation from the desired pattern the Contractor shall remove such material by a method that is not injurious to the roadway surface and is acceptable to the Engineer, clean the roadway surface and prepare the surface for a reapplication of the pavement markings.

SECTION 02514

GRANITE CURBSTONE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Includes: Remove and re-set granite curbstone as required by the Contract Documents.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - Section 02513 Asphaltic Concrete Paving
 Section 03300 Cast-in-Place Concrete

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Comply with pertinent provisions of the following except as may be modified herein.
 - 1. Department of Public Works, Standard Specifications, for Highways and Bridges of the Commonwealth of Massachusetts latest edition, including all addenda.
- C. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this Section.

1.3 SUBMITTALS

A. None required.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 MATERIALS – N/A

PART 3 - EXECUTION

3.1 REMOVAL OF EXISTING GRANITE CURBSTONE

- A. Existing granite curbstone shall be removed and placed in an area where they shall not be damaged.
 - 1. If they are stacked, wood blocking shall be placed between them.
 - 2. Granite curbing which is damaged by the Contractor shall be replaced with new granite curbstone of the same quality and appearance.

3.2 REINSTALLATION OF GRANITE CURBSTONE

- A. Reinstalled curbing shall be aligned within in-place curbing.
 - 1. Joints shall be grouted.
 - 2. Concrete shall be placed against curbside of the curbing up to bottom of pavement area.
 - 3. Backside of curbing shall be backfilled with bank gravel as specified in Section 02221.
 - 4. Any curbing which settles or is not in alignment with curbing which was not reset shall be removed and reinstalled.

SECTION 02610

DUCTILE IRON PIPE, FITTINGS AND APPURTENANCES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Provide all ductile iron pipe, fittings and appurtenances as required by the Contract Documents.

B. Related Work:

- 1. Documents affecting work of this Section include, but are not limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of the Specifications.
- 2. Section 02221

Trenching, Backfilling and Compaction

3. Section 02640

Valves and Service Brass

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the Work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within fifteen (15) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section
 - 2. Manufacturer's specifications and other data needed to provide compliance with the specified requirements.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.
 - 1. Material shall be handled so as to avoid damage, with particular attention being given to loading, transporting, and unloading pipe and accessories. Under no circumstances shall pipe or accessories be unloaded by dumping or dropping onto the ground or stockpile. All material shall be lowered by ropes, chains, tongs, derricks, or other suitable equipment.
 - 2. Pipe shall not be stored on private property without consent of the property Owner, and all pipe shall be properly braced and blocked to prevent injury due to rolling or collapse of pile.

PART 2 - PRODUCTS

2.1 DUCTILE IRON PIPE

- A. Ductile Iron Pipe (Buried Service)
 - 1. Shall be Class 52 with push on joint (unless shown otherwise) meeting the requirements of ANSI/AWWA C151/A21.51-02 or latest revisions thereto.
 - 2. Pipe interior shall be double cement lined, with an asphaltic seal coat meeting the requirements of ANSI/AWWA C104/A21.4-03 or latest revision thereto.
 - 3. Pipe exterior shall be coated with an approved asphaltic coating, approximately 1-mil in thickness.
 - 4. Rubber gasketed joint shall meet the requirements of ANSI/AWWA C111/A21.11-00 or latest revisions thereto.

2.2 FITTINGS

- A. Ductile Iron Fittings (Buried Service)
 - 1. Fittings shall be manufactured of ductile iron mechanical joint, all bell, compact design rated for 350 psi.
 - 2. Fittings shall meet or exceed the requirements of ANSI/AWWA C153/A21.53-06 of latest revision thereto.
 - 3. Fittings that are not presently manufactured to the compact design, but are manufactured to meet or exceed the requirements of ANSI/AWWA C110/A21.10-03 or latest revision thereto may be utilized.
 - 4. Mechanical joint shall meet or exceed the requirements of ANSI/AWWA C111/A21.11-00 or latest revision thereto.
 - 5. Fittings shall be epoxy coated and use stainless steel nuts and bolts.
 - 6. Fittings shall have interior and exterior fusion-bonded epoxy coatings that meet or exceed the requirements of ANSI/AWWA C161/A21.16-03 or latest revision thereto.

2.3 SPECIAL FITTINGS

- A. Retainer glands shall be "Mega-Lug" type retainer glands for use with ductile iron pipe, and "Grip Ring" type retainer glands may be used with existing cast iron pipe. All retainer glands shall be of the "snap-off" cap screw type as manufactured by Mega-Lug or approved equal. Retainer glands shall be utilized on all water main valve or fitting installations. Retainer glands shall also be used on all hydrant branches on the 6-inch hydrant connection at (a) the joint opposite the tee on the 6-inch gate valve and (b) on the base of the hydrant at the 6-inch joint. Mega-Lug retainer glands shall be used on all mechanical joints, and shall conform to the following specifications:
 - 1. Constructed of ASTM A536 65-45-12 ductile iron.
 - 2. Mechanical joint follower gland is incorporated into the restraint.
 - 3. Include appropriate restraint, gasket, lubrication, and bolting hardware.
 - 4. Fitted with a ductile iron wedging device with twist-off pressure nuts;

three (3) each for 6-inch pipe,

four (4) each for 8-inch pipe,

six (6) each for 10-inch pipe,

eight (8) each for 12-inch pipe.

- B. Solid sleeves shall be ductile iron with mechanical joint, long body style meeting or exceeding the requirements of ANSI/AWWA C110/A21.10 or latest revision thereto.
 - 1. Solid sleeves shall be twelve (12) inches in length.
 - 2. Solid sleeves shall be used in all locations with proposed ductile iron pipe on either side.
 - 3. Sleeves or couplings without integrated restraint shall not be considered.
 - 4. Minimum working pressure: 230 psi
 - 5. Minimum rated pressure: 350 psi
 - 6. Coupling gasket shall form a hydraulic seal with the pipe and not solely rely on compression
 - 7. Meet or exceed the requirements of: AWWA C-219, NSF-61, NSF-372
 - 8. Dynamic angular deflection: 4 degrees each side
 - 9. Hardware: stainless steel nuts and bolts

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FIELD MEASUREMENTS

A. Make necessary measurements in the field to assure precise fit of items.

3.3 INSTALLATION

- A. Excavate and backfill for the Work of this Section in strict accordance with pertinent provisions of Section 02221 of these Specifications.
- B. Protect pipe and fittings during handling against shocks and free fall. Remove extraneous material from the pipe and fitting interior.

3.4 PIPE LAYING

A. Ductile Iron Pipe and Fittings

- 1. Lay ductile iron pipe and fittings in accordance with the requirements of ANSI/AWWA C600-93 except as may be otherwise provided in this Specification.
- 2. Pipe cutting shall be done by machine, leaving a smooth cut at right angles to the axis of the pipe and the cement lining shall be undamaged.
- 3. All bends, tees, caps, plugs and hydrants shall be provided with thrust blocking and retainer glands.
- 4. When pipe laying is not in progress the open end of the pipe(s) shall be closed by a suitable pipe cap or plug to prevent the entry of dirt, stones or ground water in to the line.
- 5. The cut end of a pipe which is being made-up into a push-on-joint shall have its cut end beveled to prevent damage to the gasket during assembly of the joint.
- 6. Install retainer glands where specified in this Section and where shown on the Contract Drawings in accordance with the manufacturer's recommended installation instructions.

B. Connections at Existing Water Mains

- 1. The exact location and size of the existing water mains shall be determined in the field.
- 2. Once uncovered, the Contractor shall prepare the pipe for the proposed connection. Care shall be taken in alignment of the new piping and fittings, to keep deflection within the manufacturer's allowable tolerances.
- 3. Solid sleeves shall be utilized for connecting new pipe to existing.

3.5 PIPE AND FITTING JOINT ASSEMBLY

A. Mechanical Joints

- 1. Mega-Lug retainer glands are to be installed on all mechanical joints.
- 2. Clean pipe end and socket, and apply a soapy water solution or lubricant as provided by pipe manufacturer.
- 3. Place gland on plain end with lip extension toward plain end, followed by gasket with narrow side toward plain end.
- 4. Insert pipe into socket and press gasket firmly and evenly into gasket recess.
- 5. Push gland toward socket and center, installing bolts and nuts hand tight.
- 6. Align pipe at this time, taking care to keep deflection within 5% of the pipe length or per manufacturer's recommendations, whichever is less.
- 7. Tighten bolts in alternating sequence utilizing a torque wrench, maintaining the same distance between the gland and face of flange during the process.

8. Torque bolts to within the range of 75 to 90 foot-pounds.

B. Push-on Joints

- 1. Thoroughly clean groove and bell socket of pipe and fitting, along with plain end of mating pipe.
- 2. Make a small loop in gasket and insert into socket, making sure gasket faces the correct direction.
- 3. Apply lubricant to plain end of pipe and gasket, provided by pipe manufacturer and applied as per manufacturer's recommendations.
- 4. Push beveled plain end of pipe into bell, keeping pipe straight during installation and making deflection after insertion to complete.
- 5. Maintain deflection within 5% of the pipe length or per manufacturer's recommendations, whichever is less.

3.6 FLUSHING

A. All sections of piping installed shall be flushed prior to bacteria testing by partially opening and closing valves and hydrants several times under expected line pressure, with flow velocities adequate to flush foreign material from valves and hydrants.

3.7 HYDROSTATIC TESTING

- A. All newly installed pipe, fittings and accessories shall be inspected by means of a leak detection survey. The survey will be conducted on the full length of the cleaning and lining section and shall include all installed materials after trenches and/or pits are backfilled and the line is pressurized.
 - 1. Leak detection services will be performed by an independent third party hired by the Owner/Engineer. Contractor is not responsible for initial leak detection services, but shall become responsible for paying for follow up leak detection services (with same third party leak detection surveyor) if leaks are discovered and repeated survey is required.
 - 2. Full system pressure shall be applied for a minimum of two hours prior to beginning leak detection survey.
 - 3. Any piping or joint which is determined by the leak detection survey to be leaking shall be excavated and replaced/repaired by Contractor at Contractor's expense. The leak detection survey will be repeated until it is determined no leakage is occurring.

3.8 DISINFECTION

A. Disinfection and sampling shall be in conformance with ANSI/AWWA C651 with the exception of sample frequency and completed by an independent party acceptable to the Owner and paid by the Contractor. The pipelines shall be disinfected by application of chlorine either as calcium hypochlorite or liquid sodium hypochlorite in an amount to produce a solution of 50 p.p.m., for a contact period of 24 hours, and afterward, flushed

until the chlorine residual is reduced to less than 0.5 p.p.m (system water chlorine residual). Chlorine dosage shall be applied by pumping into the line to be treated, a sufficient amount of chlorine solution, which, when mixed with water in the pipeline, will meet the required concentration. The mixture shall be pumped through the section being treated and shall be discharged and monitored at a point farthest from the point of introduction of the chlorine. When the solution reaches the required concentration of 50 p.p.m., the pump and discharge valve shall be closed and the liquid left in the section being chlorinated for 24 hours.

- 1. The chlorine solution used for disinfecting the new water line shall be discharged from the water main and into a tanker truck, where the solution may be neutralized and then properly disposed of.
- 2. If a hydrant connection is not available to be used for discharging the chlorine solution from the new line, a temporary blow-off connection shall be installed for that purpose. Upon completion of the disinfection process, the blow-off connection shall be removed.
- 3. The Contractor shall furnish all materials and equipment for the sterilization of the mains, but the Water Department will furnish necessary assistance in flushing and the operation of gate valves.
- 4. The Contractor shall obtain water samples from the disinfected line, minimum of sixteen (16) hours after the chlorine concentration reaches system water residual, to be analyzed for coliform bacteria. After twenty-four hours, this test will be repeated. Contractor is responsible for all microbiological testing including temporary water service and water main installations, both water main relays and full sections of cleaning and lining.
 - a. Sample bottles shall be obtained from a State DEP approved laboratory.
 - b. Collected samples are to be immediately delivered to the laboratory for analysis fo coliform bacteria, background bacteria and heterotrophic plate count (HPC).
 - c. A copy of the laboratory report shall be submitted to the Engineer.
 - d. If the analysis indicates the presence of any coliform bacteria, background bacteria over 500 count of an increasing HPC count over 200, the water main shall be disinfected again and the analysis repeated. The process shall be repeated until the analysis indicates no coliform bacteria.

VALVES AND SERVICE BRASS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish and install valves on the water distribution piping system as specified in this Section and as shown on the Contract Drawings.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of the Specifications.
 - 2. Section 02221 Trenching, Backfilling and Compaction

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are trained and experienced in the crafts and who are familiar with the specified requirements and the methods needed for performance of the Work.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the Work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within fifteen (15) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to provide compliance with the specified requirements.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Gate Valves for Buried Service
 - 1. Shall be as manufactured by Mueller.
 - 2. Shall be of the resilient seated wedge type with ductile iron body.
 - 3. Shall meet or exceed the requirements of ANSI/AWWA C515 or latest revision thereto, will be U.L. listed and FM approved.
 - 4. Ends shall be mechanical joint conforming to ANSI/AWWA C111/A21.11 or latest revision thereto.
 - 5. Valve shall be of the non-rising stem type with O-ring stem seals.
 - 6. Shall have a two (2) inch square operating nut and shall turn clockwise (right) to open.
 - 7. Valves shall be rated for 200 psi and tested to 400 psi.
 - 8. Shall be fully coated, fusion bonded epoxy on interior and exterior surfaces in accordance with AWWA C550, with a minimum dry film thickness of 3.5 mils.
 - 9. All exterior nuts and bolts shall be 5/8-inch minimum diameter and shall be stainless steel.

B. Valve Boxes

- 1. Shall be cast iron with a cast iron cover. The word "water" shall be cast into the cover in raised letters.
- 2. Valve box barrel shall not be less than 5 ½ inches in diameter.
- 3. Shall be two-piece sliding type, providing a minimum overlap of 6 inches.
- 4. The lower section shall enclose the operating nut and stuffing box of the valve.
- 5. The valve box shall not transmit shock or stress to the valve.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FIELD MEASUREMENTS

A. Make necessary measurements in the field to assure precise fit of items.

3.3 INSTALLATION

- A. Excavation, backfill, and compaction for the Work of this Section in strict accordance with pertinent provisions of these Specifications.
- B. Gate valves: Shall be set and aligned plumb, supported by a flat stone or solid concrete block. Backfill shall be carefully placed and compacted to prevent movement of valve.
 - 1. Valve box shall be set plumb and centered over operating nut, and supported in this position during backfilling and compaction.
 - 2. Valve shall be poly wrapped.
 - 3. Box shall be set initially flush with the temporary resurfacing and again adjusted just prior to placement of the final top course of asphaltic concrete.
 - 4. Prior to placement of the final top course of asphaltic concrete, the box shall be cleaned of all debris and checked for plumb and centering over operating nut.

SECTION 02645

HYDRANTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Furnish and deliver to the Natick DPW, hydrants as required by the Contract Documents.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Divisions 1, 2 and 3 of these Specifications.

1.2 QUALITY ASSURANCE

A. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within fifteen (15) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section.
 - 2. Manufacturer's specifications and other data needed to provide compliance with the specified requirements.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 HYDRANTS

- A. Hydrants shall be meet or exceed the requirements of ANSI/AWWA C502-94 or latest revision thereto, and shall be Mueller Super Centurion Hydrant.
 - 1. Barrel sections shall be 5 ½ inch diameter
 - 2. Two (2) $2\frac{1}{2}$ inch hose nozzles
 - 3. One (1) $4\frac{1}{2}$ inch pumper outlet

- 4. Replaceable brass nozzles
- 5. Breakaway flange
- 6. Mechanical joint shoe
- 7. Open right (Clockwise)
- 8. Shall be designed for a 5 ½ foot depth of bury.
- 9. All bolts and nuts shall be stainless steel.
- 10. Hydrants shall be factory painted red.
- Hydrants shall have a rated AWWA working pressure of 250 psig and shall close with the pressure. Prior to shipment, hydrants shall be tested at the point of manufacture at 500 psig. The pressure rating, manufacturer's name, point of manufacture and valve opening size shall be marked on the upper barrel.
- 12. The manufacturer shall provide drawings and an affidavit of compliance of the specifications detailed herein.
- 13. Hydrants shall have a 1 ½ inch pentagon bronze operating nuts and 6 inch diameter mechanical joint inlet connection. Nozzles shall be retained by a ductile iron collar. Retention of the nozzle by set screws is not allowed. Caps shall be furnished with non-kink chains. Metric bolts are not allowed. Hydrant bolting materials shall comply with the applicable portions of Paragraph 3.2.17 of ANSI/AWWA C-502 requiring compliance with ANSI B18.2.1. All bolted connections shall be limited to one (1) nut for each bolt. Multiple nuts to achieve a connection with any single bolt will not be allowed.
- 14. Hydrant upper barrels shall be prime coated with an electro-deposition (e-coat) epoxy coating. Hydrant top coat shall be a catalyzed two-part polyurethane. The polyurethane coating shall achieve a 5B Adhesion rating per ASTM D 3359, Test Method "B" (Cross-Cut Tape), shall exhibit no salt spray corrosion at 500 hours per ASTM B117, shall provide an initial minimum specular gloss rating per ASTM B523 of 90 (at beam axis 60) and 80 (at beam axis 20), and shall retain 80% of initial gloss rating per ASTM 2565 with an overall change of Delta 3.0 or less. Fusion bond epoxy on the upper barrel is not allowed. Hydrant shall be equipped with an e-coated stem coupling. Lower hydrant barrel shall be constructed of centrifugally cast ductile iron and shall be coated with an asphalt varnish. The hydrant shoe shall be constructed of ductile iron and shall be fusion bond epoxy coated inside and out prior to assembly for corrosion resistance.
- Hydrants shall be supplied with a traffic break feature employing a two-part flange which allows 360-degree rotation of the nozzle section during field installation. Hydrants shall be provided with a spring-activated positive compression drain (to assure and assist quick drain closure and allow throttling) consisting of two (2) bronze drain ports and a minimum of two (2) bronze drain outlets. Tubular or bushed drains are not allowed. The ports shall be closed after three (3) turns of the operating nut. The hydrant shall have an EPDM main valve designed for quick and easy replacement. The vertical taper of the hydrant valve shall be no greater than 10 degrees. Single piece valve assemblies are not allowed. The corresponding bronze seat shall be threaded into mating bronze threads in the drain assembly for easy field repair. The drain assembly and bronze seat shall be retained between the lower barrel and shoe by a maximum of eight (8) base bolts and nuts. Duplicate bolts or nuts are not acceptable.

- 16. All hydrant rods shall be square to facilitate a short disassembly wrench. Hydrants shall be supplied with a bronze travel stop nut located in the top section of the hydrant to eliminate stem buckling and the application of unnecessary torques to the lower hydrants components. Hydrant stops located in the shoe, or employ the drain mechanism for limiting travel are not acceptable.
- 17. Rod threads shall be lubricated such that the threads are bathed in a lubricant each time the hydrant is operated. Lubrication system shall be sealed with a minimum of two (2) o-rings to help prevent contact of the water by the lubricant. The hydrant shall be equipped with a tapped location in the top of the bronze operating nut to introduce grease for routine maintenance.

PART 3 - EXECUTION

3.1 DELIVERY

A. Contractor to deliver five (5) Hydrants to the Natick Department of Public Works building.

SECTION 02766

LINING CAST IRON PIPE AND TEMPORARY BYPASS PIPING

PART 1 - GENERAL

1.1 DESCRIPTION

A. For each section of main pipe to be cleaned and lined, the Contractor shall dewater the pipe; shall make all excavations as necessary to expose and open the main pipe and intermediate main line gates, including sheeting or shoring as necessary; cut and remove a portion of the piping system for access by approved means; support pipes and discharge tube with valve and containment for cleaning residue, mechanically or hydraulically clean the interior of the main pipe within the limits shown or ordered; line the cleaned pipe with cement mortar; replace gates, valves and fittings as shown or ordered by the Owner, clear all service and laterals of mortar and debris; reconnect all opened piping by approved means, and do all other work as necessary to clean and line the pipes in full accord with the Specifications.

B. Related Work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- 2. Section 02320 Pipeline Cleaning & Television Inspection

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in cleaning and lining pipelines and who are completely familiar with the specific requirements and methods needed for performance of the Work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the Work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall conduct all work in a professional manner and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within fifteen (15) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Description of piping material.
 - 2. Proposed timeline of when bypass piping is to be placed for the project phases.
 - 3. Proposed bypass layout plan with pipe sizes and temporary hydrants shown.

PART 2 - PRODUCTS

2.1 CEMENT MORTAR LINING

- A. Shall conform to AWWA C602-95 standard or latest revisions thereto specified for Cement Mortar Lining of Water Pipelines four (4) inch and larger, in place.
- B. Shall be subject to thorough inspection and test; failure to meet AWWA C602-95 may be course for rejection of the whole from which the sample was taken.
- C. Prior to cleaning and lining the water main, the Contractor shall expose the main in order to determine if there is an existing cement lining. The Owner will then decide to either clean and line the main, only clean the main, or to do no work on the main.

2.2 TEMPORARY BYPASS PIPE WITH SERVICE HOSE

- A. Temporary bypass piping shall not be of materials that compromise water quality, shall be fully adequate to withstand the pressures and all conditions of use and shall include four (4) inch temporary hydrants provided at all locations of existing hydrants taken out of service.
 - 1. All temporary bypass piping shall conform to the same standards as permanent piping.
 - 2. The pipe and/or hose must be designated or certified for potable/residential water use and must meet NSF Standard 61 certification and/or AWWA Standards.
 - 3. Disinfection of temporary pipes and hoses must be performed in accordance with AWWA Standards.
 - 4. The pre-approved pipe materials are as follows:
 - a. Ductile iron pipe
 - b. Plastic pipe:
 - i. Polyvinyl chloride (PVC) pressure pipe
 - ii. Standards polyethylene (PE) pressure pipe and tubing, ½ inch through 3 inch
 - iii. Standard polyethylene-aluminum-polyethylene and cross linked polyethylene-aluminum
 - iv. Molecularly oriented polyvinyl chloride (PVCO) pressure pipe, 4 inches through 12 inches
 - v. High density polyethylene

- B. Temporary bypass piping shall be provided on each side of street for the entire length of street, with the exception of West Street. Temporary bypass piping shall also be provided on each side of side streets, where required to provide service connectors to houses on both sides of the street.
- C. Temporary service shall be provided through one of the following methods, and as directed by the Owner:
 - 1. Connection made outside the building at a sill cock (not an option if backflow device is present).
 - 2. Connection made inside the building at a service meter.
 - 3. Connection made in a pit at the street at the curb stop (house side) all costs associated with excavation and restoration of the pit shall be included in the temporary water item.
- D. Water service lines shall be flushed prior to returning to permanent service. Owner to be onsite to assist in flushing services.
- E. The Contractor shall be responsible for maintaining all temporary service lines.
- F. The pipe and other materials shall provide adequate water tightness, and care shall be exercised throughout the installation of the temporary pipe and making up of all temporary connections to avoid any possible pollution of any mains or services, or contamination of the temporary bypass pipe itself.
- G. The Contractor shall chlorinate, dechlorinate, and flush all temporary pipe and hose to prevent contamination, prior to initiating temporary service.
- H. The temporary pipe will be activated only after negative bacteriological results are obtained, based upon samples and analysis provided by the Contractor.
- I. The Contractor shall adequately work and provide protection to the public associated with the temporary piping system installed.
- J. Lights, barricades and signs shall be placed to insure safety at the location of the temporary piping.

2.3 MATERIALS

A. Provide other materials not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

PART 3 - EXECUTION

3.1 DEWATERING PIPES

- A. The Contractor shall dewater all pipe lines preparatory to the starting of the Work, drain all low spots, make all excavations at locations required to facilitate the Work, and take special precautions to prevent the possibility of any water entering the sections in which men are working.
- B. The operation of all valves in connection with work under this Contract shall be done by the Owner unless specified or otherwise directed by the Owner. Contractor shall notify the Water Department Superintendent 48 hours in advance of when any shutdown is required. Contractor shall schedule for and allow 48 hours before shutdown is achieved.
- C. Where valves within the scope of work are inaccessible due to a cover of asphalt or concrete, or tilted and/or broken gate box, the Contractor shall be responsible for raising the box to existing grade or fixing or replacing the gate box. This shall include a permanent surface repair and asphalt to conform to the original road surface.

3.2 EMERGENCY SHUT-DOWNS

- A. In cases of emergencies, the Owner reserves the right to suspend the cleaning and/or lining operations at any time or times necessary and to require the Contractor promptly to restore the water main to service.
- B. The Owner will make every effort to avoid such suspension and, if such suspensions are unavoidable, will limit them to the shortest possible time.
- C. Should any suspensions be effected for the above reason, the Contractor will be allowed extensions of time equal to the delay caused thereby, but he will not be allowed any additional compensation for any losses or damages sustained or alleged to have sustained as a result of such suspensions, except for the actual extra expenses as approved by the Owner.

3.3 CUTTING OR OPENING PIPES

- A. The Contractor shall open the pipe at each end of the section to be cleaned and lined and at intermediate gates, bends, fittings and obstructions shown on the Contract Drawings and at other locations which may be necessary to permit satisfactory cleaning and lining.
- B. Every effort must be made to prevent foreign material or sludge from entering lines adjacent to the Work.
- C. Open ends of pipe shall be temporarily sealed with mechanical caps or plugs at all times when not being worked on.
- D. Openings in the pipes shall be made by cutting out existing joints on pipes, or cutting the pipe square and true by hand or machine or removing existing couplings.
- E. At openings adjacent to sections under pressure or in service, the Contractor shall install blocking to prevent motion of the closed ends or valves during the time the pipe is open.

3.4 REPAIRING PIPES

- A. The Contractor shall make watertight all openings made in the pipelines.
- B. Closures shall be made with new ductile iron cement lined pipe, Class 52 minimum thickness, and with new couplings of approved design.

3.5 SERVICES, LATERALS AND BRANCHES

- A. The Contractor shall be responsible for cleaning debris or cement mortar to insure it does not interfere with the operations of valves, services, laterals, blow offs, etc.
- B. Contractor shall subsequently remove all mortar and debris from services, laterals, branches, etc., once lining is complete.
- C. All side lines, services, hydrant connections, etc. must be back flushed into the main immediately after cleaning and lining and then the main flushed before it is put back into service.
- D. The Contractor shall work with the Owner making arrangements to enter homes to back flush services once lining is complete, if required.
- E. All lines shall be blown back as not to disturb the adjacent mortar.

3.6 CEMENT MORTAR LINING

- A. Cement mortar lining shall be applied to the interior of the pipe as soon as possible after a section of pipeline has been cleaned to the satisfaction of the Owner.
- B. Contractor shall not install the lining in any section until approval of the interior surface has been obtained from the Owner.
- C. The thickness of the lining shall at no point be less than 3/16-inch nor more than 5/16-inch with every effort being made to keep it uniformly between 3/16-inch and 1/4-inch.
- D. The lining shall consist of a one-course application of cement mortar and each section shall be placed in uninterrupted continuity by a centrifugal machine projecting the mortar against the wall of the pipe without rebound, and with sufficient velocity to cause the mortar to be densely packed and to adhere in place.
- E. Compressed air shall not be used, nor will air or sand pockets, or lack of homogeneity in the lining be permitted.
- F. The mortar shall be mechanically troweled to produce a satisfactorily smooth surface.

- G. The lining machine shall be designed and propelled in such a way that it will travel smoothly through the pipe without variation in speed or rate of application of the cement mortar.
- H. Hand placing of mortar shall not be permitted except at points where machine placing is impossible or impractical.

3.7 FAILED LINING

- A. Any section, in the opinion of the Owner, that has failed as observed during the post TV inspection, shall be rectified by the Contractor at his expense.
- B. Failed lining shall be included but not be limited to the following:
 - 1. Thickness below or above thickness specifications.
 - 2. Fall of cement lining.
 - 3. Lining pipe surface exposed not covered by lining.
 - 4. Extremely rough surface see paragraph 3.11 of this section.

3.8 CURING OF LINING

- A. Immediately upon the satisfactory completion of the lining of a section of pipeline, that section shall be closed at all openings to prevent the circulation of air.
- B. As soon as practicable after the placing of the lining, a sufficient amount of water shall be introduced into that section to keep the lining damp, and under no conditions shall the lining be permitted to dry out prior to returning the section to service.

3.9 PROTECTION OF LINING

A. Every precaution shall be taken to prevent injury to the lining. Should it be damaged or be found unsatisfactory at any time previous to the completion of the Contract, such damaged or unsatisfactory portions shall be removed to the extent directed, and replaced to the satisfaction of the Engineer.

3.10 CLEANING UP

- A. The Contractor shall exercise responsible precautions to prevent contamination of the pipeline. At the conclusion of the Work prior to filling and sterilization, remove all fragments of mortar and all other debris from the pipeline, leaving it clean and ready for use to the satisfaction of the Engineer.
- B. During the course of the Work, keep the site of the operations in as clean and neat a condition as possible.

- C. Dispose of all residue resulting from the cleaning of the mains, and at the conclusion of the Work, remove and haul away any surplus material, broken pavement, lumber, equipment and any other refuse remaining from the reconditioning operations, and leave the entire site of the Work in a neat and orderly condition.
- D. Satisfactorily repair or restore any driveways, walks, culverts, pipes, fences, walls, poles, posts, curbs or other property damaged and shall leave them in condition equal to that which existed at the beginning of this Contract.

3.11 CHLORINATION OF WATER MAINS

- A. Upon completion of all cleaning and lining operations in a section of pipe line and after the work has been approved by the Engineer, chlorinate the completed section in accordance with Section 02610Ductile Iron Pipe Fittings and Appurtances of the Contract.
- B. Special procedures may be outlined by the Owner where the above-outlined method is not practicable. The entire procedure of chlorinating the mains shall be such as to prevent flows of water from a section exposed to possible contamination to a section of pipe which has been completed and chlorinated. Should such water from a contaminated section be allowed to enter a previously chlorinated section as a result of the Contractor's negligence or through necessity caused by failure of the Contractor to properly schedule his work, the section or sections of pipe thus affected shall be rechlorinated at the Contractor's own expense. Any temporary connection to the mains or other facilities required to accomplish the chlorination as just described shall be at the Contractor's expense. Any temporary connections shall be properly abandoned, as determined by the Owner at the Contractor's expense.

3.12 GUARANTEE OF CEMENT-MORTAR LINING

- A. The Contractor guarantees that the Work to be done under this Contract shall be done in a good and workmanlike manner in complete conformance with these Specifications, and that the materials furnished by him and used in the construction of the same, shall be free from defects and flaws. This guarantee shall be for a period of one (1) year from and after the date of final acceptance of the Work. It is hereby, however, specifically agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective work or materials.
- B. The Contractor guarantees to restore all cleaned and cement-mortar lined water mains to the following coefficients "C" in Hazen-Williams formula, all based on nominal pipe diameters with proper allowance being made for bends and fittings in accordance with accepted practice:

Guaranteed Coefficient "C" Nominal Pipe Diameter

Hazen-Williams Formula

36 inch

130

30 inch	130
24 inch	130
20 inch	125
16 inch	125
14 inch	125
12 inch	120
10 inch	115
8 inch	110
6 inch	100

- C. After the mains under this Contract have been cleaned and cement lined, a reputable test company, independent from the Contractor, shall be hired by the Contractor to perform loss-of-head tests to determine the Hazen-Williams coefficient of friction called "C". The complete testing as described herein shall be performed at the Contractor's expense. The test company must be approved by the Owner prior to commencement of test work, and the name, address, and a general qualification statement shall be submitted prior to start of testing.
- D. For the purpose of establishing "C" coefficient on such mains where it is not practical to carry the loss-of-head test through the full extent of the cleaned and cement-mortar lined main, the several sections thereof shall be tested and the weighted average coefficient "C" from tests of such portions shall be considered to be acceptable for the whole of the cleaned and cement-mortar lined main.
- E. All tests for establishing the coefficient "C" for water mains cleaned and cement-mortar lined under this Contract will be completed prior to final acceptance of this job.

3.13 HYDROSTATIC TESTING (LEAK DETECTION)

A. After the mains have been cleaned and lined, pits reassembled, and main disinfected, the Contractor shall hire a third-party company to conduct leak detection on the cleaned and lined water mains. See Section 02610 for details.

3.14 TEMPORARY BYPASS PIPE WITH SERVICE HOSES

A. General

- 1. The Contractor shall furnish, install, maintain, and remove bypass pipes of the size required to provide adequate supply and satisfactorily service to all dwellings, shops, etc., serviced by the mains to be cleaned and/or lined, whether occupied at the time or not. For 1 ½-inch service lines, a minimum ¾-inch bypass service hose shall be used.
- 2. The bypass pipes shall be fed at connection points above ground, and shall be connected thereto by the Contractor, or as specified by the Owner.
- 3. Without additional compensation, the Contractor shall also furnish, install, maintain, and remove service hoses or pipe, of approved size, to service all consumers from gated connections on said bypass pipe.

4. The Contractor shall be responsible for maintaining all temporary service lines from the roadway to the connection points at each dwelling.

B. Installation

- 1. The temporary bypass pipe shall be laid in locations satisfactory to the Owner where it will cause the least obstruction, and is less likely to be damaged.
- 2. The Contractor will be required to cover clamps and bolts used to connect the bypass arrangement.
- 3. Cover material will be cold patch, sand bags, or any other material acceptable to the Owner.
- 4. At driveways, provision shall be made to permit driving over the temporary pipe by the use of cold patch or other material to form a ramp on each of the pipe.
- 5. If the temporary bypass crosses any street, a narrow trench shall be cut in the paving and the temporary pipe placed just below the surface with temporary surfacing above it.
- 6. The location, method placing, materials employed, and the sanitary precautions shall be fully satisfactory to the Owner.

C. Removal and Cleaning Up

1. At the conclusion of the use of temporary bypass pipes and service hoses, they shall be removed and hauled away by the Contractor and any connections which have previously been interrupted shall be completely restored by him in full compliance with the precautions which are required to prevent the possibility of contamination.

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DIVISION 3 - CONCRETE

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SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Provide all the cast-in-place concrete as required by the Contract Documents.

B. Related Work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- 2. Section 01410 Testing Laboratory Services

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the Work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

A. None required under this Section.

1.4 PRODUCT HANDLING

A. Bags of cement shall be stored in a dry area which is protected from the weather.

PART 2 - PRODUCTS

2.1 CEMENT

A. Provide a standard brand of Portland cement complying with ASTM C150, type II, low alkali. Do not change the brand of cement during progress of the Work except as approved in writing by the Engineer.

2.2 AGGREGATES

A. General:

1. Provide hard rock aggregate complying with ASTM C33, with additional attributes as specified herein.

B. Fine aggregate:

1. Fine aggregate shall consist of washed inert natural sand conforming to the requirements of ASTM Specifications C-33, and the following detailed requirements:

Sieve	Retained
No. 4	0.5%
16	25-40
50	70-87
100	93-97

C. Coarse aggregates:

- 1. Provide coarse aggregate consisting of clean, hard, fine grained, sound crushed rock or washed gravel, conforming to the requirements of ASTM Specification C-33.
- 2. Use coarse aggregate of the largest practicable size for each condition of placement, subject to the following maximum size limitations:
 - Two (2)-inch for plain concrete
 One (1)-inch for reinforced sections ten (10)-inches and over in thickness
 Three-quarters (¾)-inch for reinforced sections less than ten (10)-inch
 thickness
- 3. Grade combined aggregates within the following limits:

Sieve Size		Percenta	ge by weigh	it passing sie	eve:	
or Inch Size	1-1/2" a	ggregate:	1" aggre	gate:	3/4" agg	regate
in Inches:	Min:	Max:	Min:	Max:	Min:	Max:
1-1/2"	95		40° km 40°			
1"	75	90	90	100		No. 100 to
3/4"	55	77	70	90	90	100
3/8"	40	55	45	65	60	80

No. 4	30	40	31	47	40	60
No. 8	22	35	23	40	30	45
No. 30	10	20	10	23	13	23
No. 50	2	8	2	10	5	15
No. 100	0	3	0	3	0	5

2.3 WATER

A. Use only water which is clean and free from deleterious amounts of acid, alkali, salt, and organic matter.

2.4 REINFORCEMENT MATERIALS AND ACCESSORIES

A. Bars:

- 1. Provide deformed billet steel bars complying with ASTM A615, using grades shown on the Drawings.
- 2. Where grades are not shown on the Drawings, use grade 60.

B. Steel wire:

- 1. Comply with ASTM A82.
- 2. For tie wire, comply with Fed Spec QQ-W-461, annealed steel, black, 16 gauge minimum.

C. Welded wire fabric:

1. Provide welded steel, complying with ASTM A185.

PART 3 - EXECUTION

3.1 CONCRETE MIXING

A. Class A Concrete

1. Class A concrete shall have a minimum compressive strength, at twenty-eight (28) days, of 3500 psi, with a maximum water content of 6.4 gal./100 lbs. and a minimum cement content of 520 lbs./cubic yard.

B. Class B Concrete

1. Class B concrete shall have a minimum compressive strength at twenty-eight (28) days of 2500 psi, with a maximum water content of 7.4 gal/100 lbs. and a minimum cement content of 430 lbs./cubic yard. Class B concrete may be mixed on site using a 1:2.5:5 mix and made with not less than 4.5 bags of cement per cubic yard.

C. Ready Mix Concrete

1. Ready mixed concrete shall comply with ASTM C94.

3.2 PLACEMENT OF CONCRETE

- A. Concrete shall be carefully placed to ensure dense, compact concrete. Concrete shall be thoroughly spaded or vibrated into position without disturbance of pipelines or other materials.
 - 1. Concrete shall be placed with as little slump as practicable.
 - 2. Concrete shall not be placed over bolts or nuts so as to prevent the removal of the joint glands.
 - 3. Backfill shall not be placed on the concrete until the concrete has set firm.

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.

	Biszko Contracting Corp. Name of Bidder
	Name of Bidder
	20 Development St. Fall River, MA Address of Bidder
	Address of Bidder
Βý	
	Signature
-	Alan C. Biszko
	Printed Name
	President
	Printed Title

TOWN OF NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-151 SOUTH MAIN STREET WATER MAIN CLEANING AND LINING

BOARD OF SELECTMEN

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ACTING TOWN ADMINISTRATOR

WILLIAM CHENARD

DIRECTOR OF PUBLIC WORKS

JEREMY MARSETTE

WATER AND SEWER SUPERINTENDENT

ANTHONY COMEAU

HALEY AND WARD, INC.
ENGINEERS
MAYNARD, MASSACHUSETTS



	<u>INDEX</u>	
SHEET NO.	DRAWING NO.	DRAWING NAME
1	1	COVER SHEET
2	2	NOTES AND CONSTRUCTION DETAILS
3	3	SOUTH MAIN ST. STA. 0+00 TO 8+50
4	4	SOUTH MAIN ST. STA. 8+50 TO 18+50
5	5	SOUTH MAIN ST. STA. 18+50 TO 28+50
6	6	SOUTH MAIN ST. STA. 28+50 TO 39+00
7	7	SOUTH MAIN ST. STA. 39+00 TO 49+50
8	8	SOUTH MAIN ST. 49+50 TO 56+05 WEST ST. 0+00 TO 8+00
9	9	WEST ST. 8+00 TO 16+90

MAIN STREET
MAIN CLEANING

SOUTH MAIN
WATER MAIN

VISIT OUR WEB SITE

WWW.ha/eyward.com

PLAN HOLDER LISTS

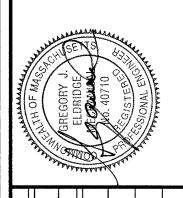
BID RESULTS

PROJECT DESCRIPTIONS

CONTACT INFORMATION

DIRECTIONS

faley and Ward, Inc 63 GREAT ROAD, SUITE 200 MAYNARD, MASSACHUSETTS 01754-2097 ONE: (978) 648-6025 FAX: (978) 648-60



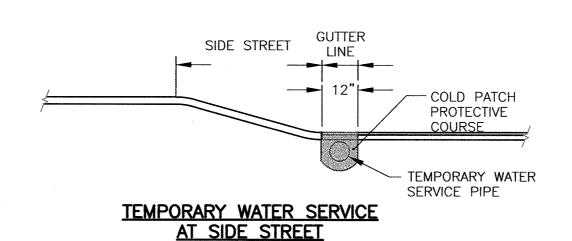
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NO SCALE			
JANUARY, 2018			
LJC			
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DWG. NO.

1

MECHANICAL JOINT CAP-WITH RETAINER GLAND

PRECAST CONCRETE OR-FLAT STONE FOR THRUST BLOCK TO UNDISTURBED GROUND PLACE 2x4 STAKE TO 6" BELOW GROUND SURFACE LOCATION TO BE AT END OF PIPE



NOT TO SCALE

TYPICAL THRUST BLOCK DETAILS

NO SCALE

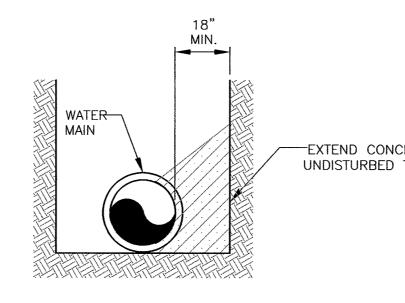
PIPE		BEN	NDS		TEE
DIAMETER	11.25	22.5	45	90	TEE
6	1	1	1	2	1.5
8	1	1	2	3	2.5
12	1	2	3.5	6.5	5

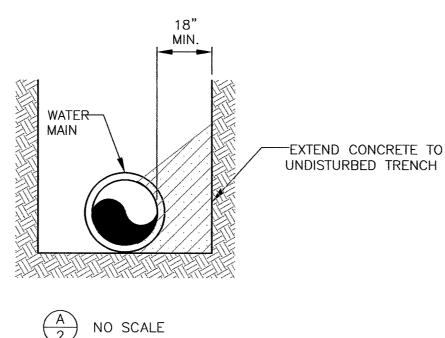
THRUST BLOCK BEARING AREA (SF) (BASED UPON 100 psi WATER PRESSURE AND 3000 PSF BEARING LOAD CAPACITY)

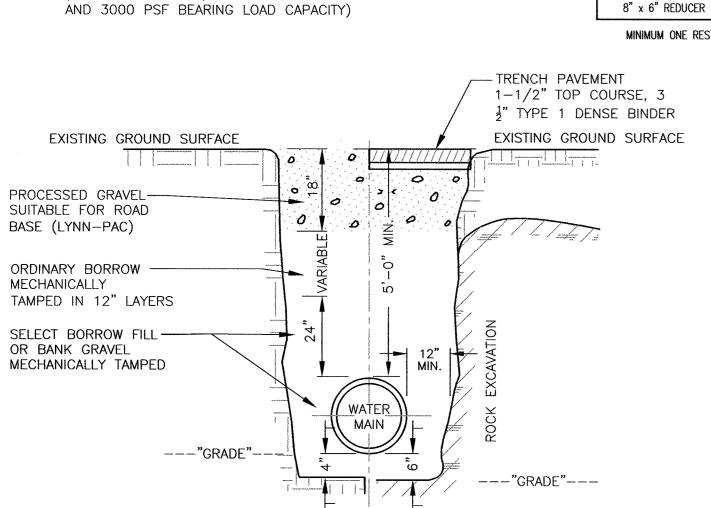
FITTINGS	RESTRAINED LENGTH (ft)
12" 90° BEND	50
12" 60° BEND	29
12" 45° BEND	21
12" 30° BEND	13
12" 22.5° BEND	10
12" 11.25" BEND	5
12" x 8" TEE	74
	1

MINIMUM ONE RESTRAINED JOINT

12" x 10" TEE







TYPICAL TRENCH SECTION FOR WATER MAIN PIT

EARTH EXCAVATION ROCK EXCAVATION

NOT TO SCALE

GENERAL NOTES:

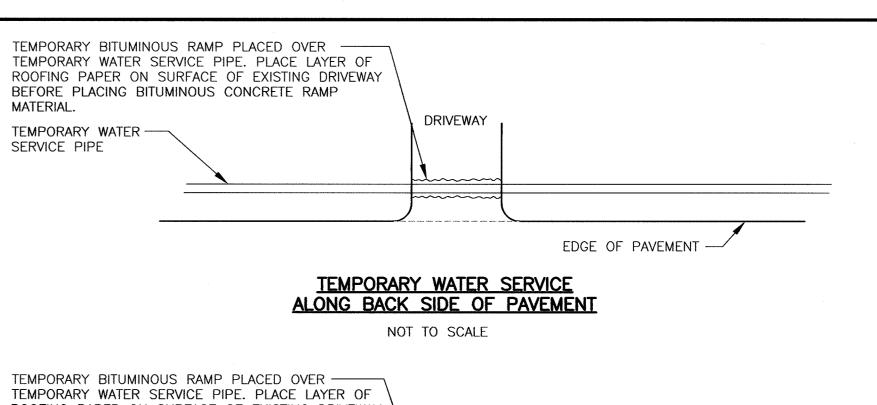
- 1. PLACE SILT BASKETS TO SAFEGUARD CATCH BASINS WHEREVER WORK IS BEING PERFORMED.
- 2. THIS DRAWING ARE INTENDED AS A GENERAL LAYOUT AND LOCATION PLAN FOR PIPING AND LINING PITS. CONTRACTOR TO DETERMINE THE APPROPRIATE NUMBERS AND LOCATION OF LINING PITS AND PIPING PITS AFTER DIG SAFE MARK-OUTS. HYDRANT LOCATIONS ARE APPROXIMATE. LOCATION OF EXISTING FITTINGS AND VALVES ARE NOT GUARANTEED. FIELD ADJUSTMENT OF PITS MAY BE REQUIRED TO LOCATE EXISTING FITTINGS AND VALVES AND TO AVOID UNDERGROUND UTILITIES.
- 3. CONTRACTOR SHALL NOTIFY ALL RESIDENTS OF PLANNED CONSTRUCTION DAILY TO ALLOW ALL VEHICLES TO BE LOCATED ON SIDE STREETS IF DRIVEWAYS MAY BE BLOCKED.
- 4. CONTRACTOR'S OPERATIONS SHALL BE SUCH THAT EMERGENCY VEHICLES CAN HAVE ACCESS TO ALL HOMES.
- 5. PLANS CREATED FROM EXISTING CONDITIONS BASED ON TOWN RECORD INFORMATION. CONTRACTOR SHALL VERIFY ALL INFORMATION.
- 6. CONTRACTOR TO FURNISH INSTALL AND MAINTAIN ALL ENVIRONMENTAL CONTROLS AS DIRECTED.
- 7. WATER SERVICES SHOULD BE ASSUMED AT EACH LOT FRONTAGE. SERVICES WILL BE MARKED ON THE GROUND PRIOR TO THE START OF CONSTRUCTION.
- 8. UNDERGROUND FEATURES OTHER THAN WATER, SEWER AND DRAIN ARE NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL UTILITIES AND CHECKING OF ALL DIMENSIONS AND LOCATIONS OF FEATURES.
- 9. CONTRACTOR SHALL PROTECT EXISTING UNDERGROUND UTILITIES.
- 10. NOTIFY DIG SAFE AT 1-888-DIG-SAFE (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO EXCAVATION.
- 11. WATER MAINS ARE ASSUMED TO HAVE A MINIMUM OF 5 FEET OF COVER UNLESS OTHERWISE NOTED.
- 12. ALL TRENCHES AND PITS MUST BE BACK FILLED OR COVERED WITH STEEL PLATES, EDGES COVERED WITH PAVEMENT OR COLD PATCH, DURING NON-WORKING HOURS. IF PLATES SHIFT DUE TO VEHICLE TRAFFIC CONTRACTOR SHALL PIN ALL PLATES TO PAVEMENT.
- 13. CONTRACTOR MUST SETUP WORK AREAS TO ALLOW POLICE TO DIRECT THE FLOW OF ALTERNATING TRAFFIC AT ALL TIMES. TWO-WAY TRAFFIC MUST BE RESTORED BY THE END OF EACH WORK DAY. ALL EQUIPMENT MUST BE REMOVED FROM SOUTH MAIN STREET AT THE END OF THE WORK DAY.
- 14. DISTURBED AREAS FROM CONSTRUCTION ACTIVITIES NOT COVERED IN STRUCTURES, BIT. CONC. PAVEMENT AND WASHED STONE SHALL RECEIVE 6" LAYER LOAM AND NATURALIZED SEED MIX AS SPECIFIED.
- 15. FULL TRENCH AND PIT COMPACTION IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS WILL BE REQUIRED; SETTLEMENT WILL BE MONITORED ACCORDINGLY.

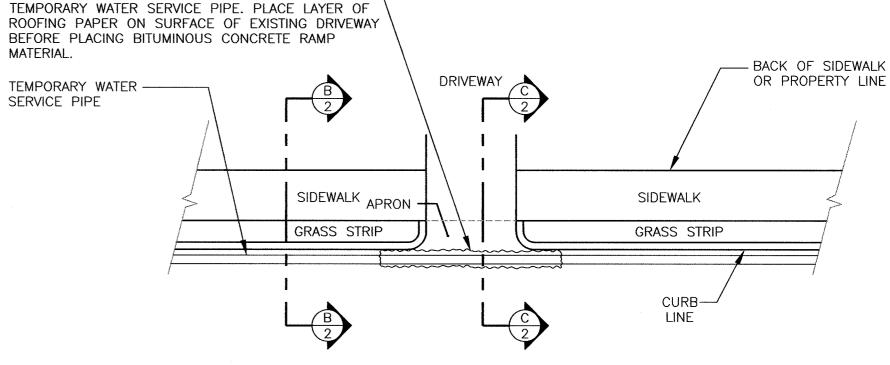
WATER MAIN NOTES:

- 1. CLEAN AND LINE APPROXIMATELY 5,620 LF OF 12" UNLINED CI WATER MAIN IN THE SOUTH MAIN STREET AND APPROXIMATELY 1,700 LINEAR FEET IN WEST STREET. WEST STREET IS INCLUDED AS ADDITIONAL BID ITEMS. OWNER WILL DETERMINE IF FUNDING IS AVAILABLE FOR INCLUSION OF WETS STREET WORK IN THE CONTRACT
- 2. CONTRACTOR TO MINIMIZE NUMBER OF PITS BY COORDINATED LINING PITS WITH GATE VALVE REMOVALS/REPLACEMENTS AND HYDRANT REPLACEMENTS BY CONTRACTOR, AND SHALL BE PLACED AT THE CONTRACTORS DISCRETION. MISCELLANEOUS PITS WILL BE PAID FOR UNDER THEIR RESPECTIVE ITEM AS DESCRIBED IN 01025, MEASUREMENT AND PAYMENT. LINING PITS COSTS WILL BE INCLUDED IN THE COST OF CLEANING AND LINING THE WATER MAIN.
- 3. ADDITIONAL MISCELLANEOUS PITS MAY BE REQUIRED TO ACHIEVE SHUTDOWN, WHICH ARE NOT SHOWN ON THE DRAWINGS. ALL COSTS ASSOCIATED WITH THESE PITS SHALL BE MEASURED AND PAID FOR UNDER THE MISCELLANEOUS PIT BID ITEM.
- 4. ALL VALVES, FITTINGS AND ASSOCIATED APPURTENANCES SHALL BE EPOXY COATED. STAINLESS STEEL HARDWARE INCLUDING NUTS AND BOLTS SHALL BE USED FOR INSTALLATION OF ALL MATERIAL.
- 5. WATER RECORD DRAWINGS AND WATER SERVICE GATE TIE CARDS WILL BE AVAILABLE TO THE CONTRACTOR FOLLOWING CONTRACT SIGNING.
- 6. ALL FITTINGS AND VALVES ARE TO BE FULLY RESTRAINED, THRUST BLOCKED AND SUPPORTED. FITTING AND VALVE RESTRAINT SHALL BE "MEGA-LUG" "FOR D.I. PIPE OR "GRIP RING" FOR C.I. PIPE IN ALL INSTALLED LOCATIONS. WHERE NECESSARY CONTRACTOR SHALL USE FOSTER ADAPTERS TO ANCHOR ADDITIONAL VALVES TO
- 7. SOLID SLEEVES SHALL BE PROVIDED (AT PROPOSED DUCTILE IRON PIPE TO CAST IRON PIPE CONNECTIONS); THEY REQUIRE FULL RESTRAINT. CONTRACTOR TO GRIND THICK SPOTS ON CAST IRON PIE TO FACILITATE MECHANICAL JOINT INSTALLATION. FOR WORK AT OVERSIZED CAST IRON PIPE WHERE SOLID SLEEVES ARE NOT AN OPTION, IN THE OPINION OF ENGINEER WHERE EXCESSIVE GRINDING IS REQUIRED, ALTERNATIVE COUPLINGS MAY BE PROVIDED AS OUTLINED IN SECTION 02610, BUT ALSO REQUIRE FULL RESTRAINT.
- 8. ALL WATER SERVICES WERE RECENTLY REPLACED WITH NEW PE SERVICE TUBING AND CURB STOPS.
- 9. TEMPORARY WATER SERVICE NOTES:
- TEMPORARY BYPASS PIPING SHALL BE PROVIDED ON EACH SIDE OF ALL STREETS.
- TEMPORARY WATER MAIN TO INCLUDE FIRE HOSE CONNECTIONS AT EXISTING HYDRANT LOCATIONS. CONTRACTOR TO TRENCH TEMPORARY WATER MAINS ACROSS ALL SIDE STREETS AND PROVIDE RAMPS AT ALL DRIVEWAY CROSSINGS TO PREVENT VEHICLE
- TEMPORARY SERVICE SHALL BE PROVIDED THROUGH CONNECTION INSIDE AT THE SERVICE METER. WATER DEPARTMENT WILL ASSIST IN REMOVING METER.

10. CONTRACTOR SHALL NOTIFY WATER DEPARTMENT SUPERINTENDENT 48 HOURS IN ADVANCE OF WHEN ANY SHUTDOWN IS REQUIRED. WATER DEPARTMENT PERSONNEL

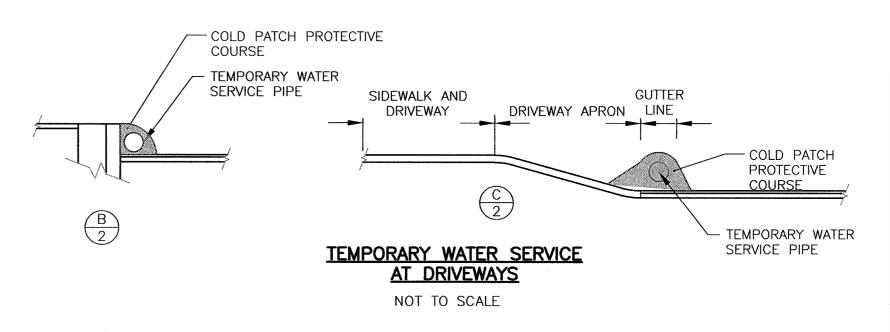
- WATER SERVICE LINES SHALL BE FLUSHED PRIOR TO RETURNING TO PERMANENT SERVICE.
- WILL OPERATE GATE VALVES TO ACHIEVE SHUTDOWN. CONTRACTOR TO SCHEDULE FOR AND ALLOW 48 HOURS BEFORE WATER MAIN TURN ON IS REQUIRED. 11. TEST PITS FOR UTILITY INVESTIGATION SHALL BE AS DIRECTED BY OWNER OR ENGINEER.
- 12. IMMEDIATELY AFTER MAIN IS LINED CONTRACTOR SHALL BLOW OUT EACH WATER SERVICE TO REMOVE CEMENT PLUG AT EACH CORPORATION.
- 13. IF CEMENT LINING FAILS CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, SEE SPECIFICATION SECTION 02766 FOR DETAILS.
- 14. AFTER THE CLEANING AND LINING WORK IS COMPLETE, THE PITS BACKFILLED, AND THE LINE PRESSURIZED, A THIRD PARTY WILL PERFORM A LEAK DETECTION SURVEY, PER SPECIFICATION SECTION 02766.

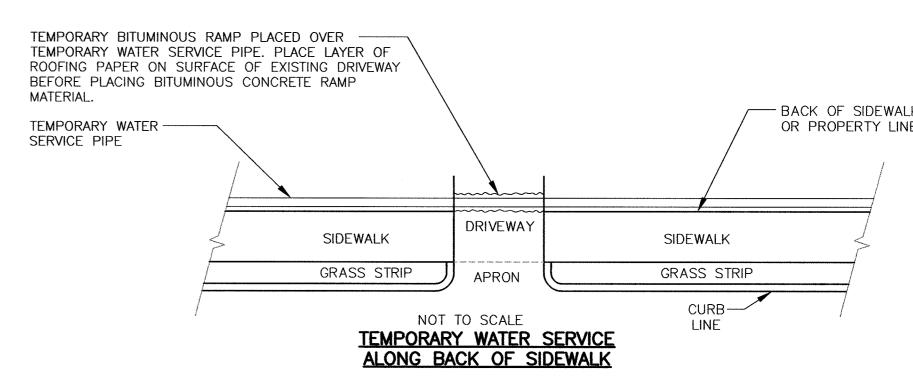


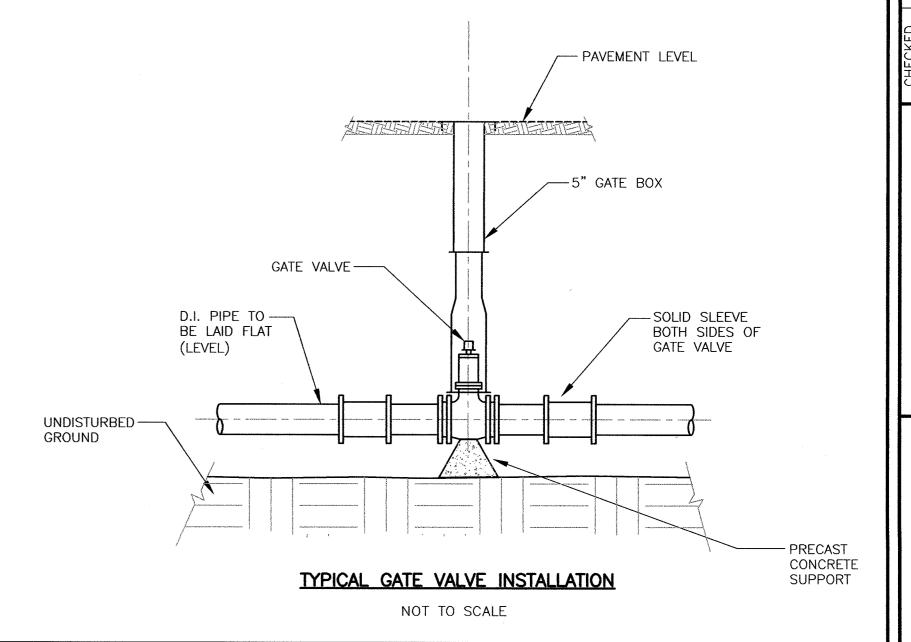


TEMPORARY WATER SERVICE ALONG EDGE OF PAVEMENT

NOT TO SCALE



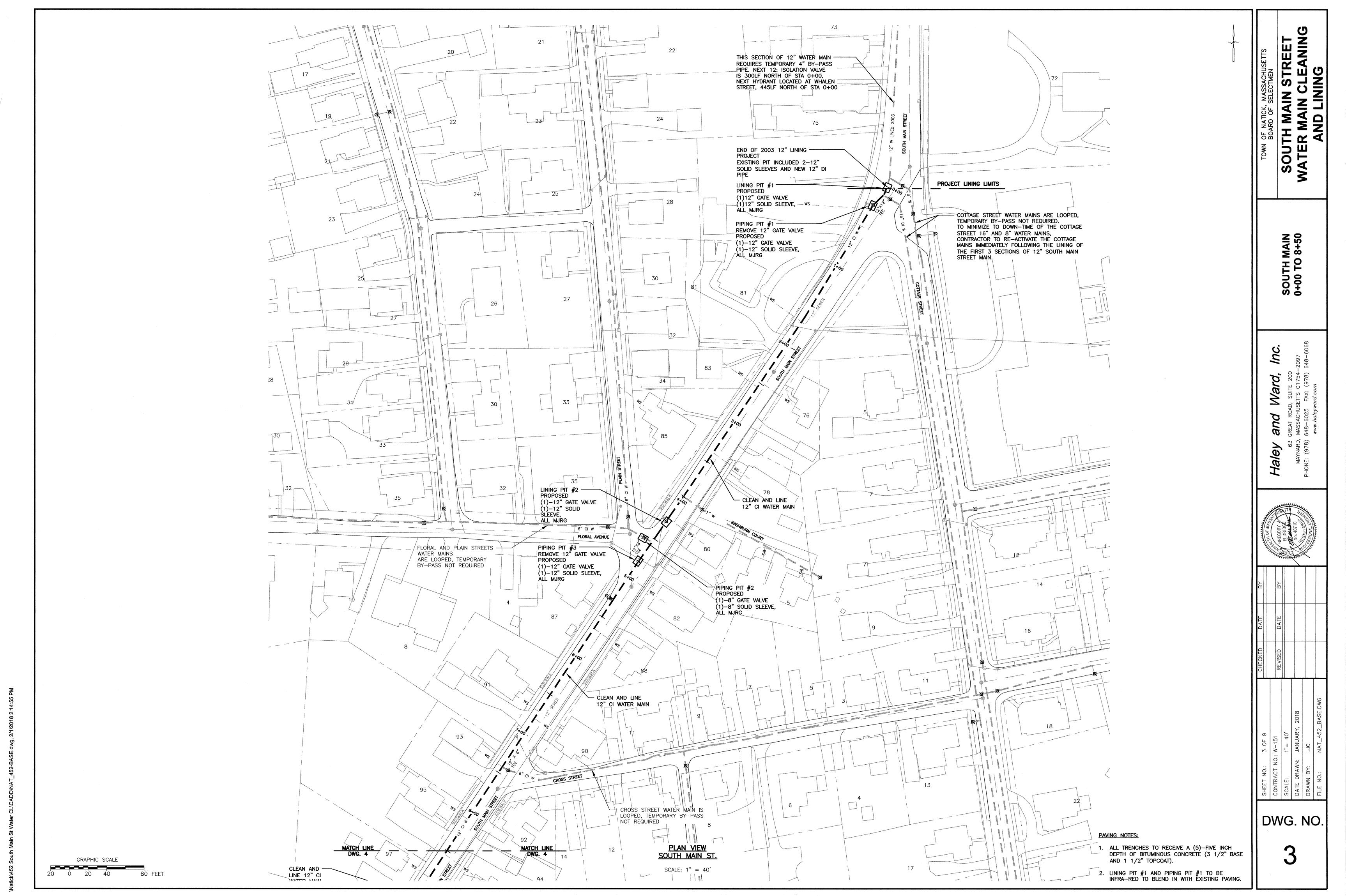


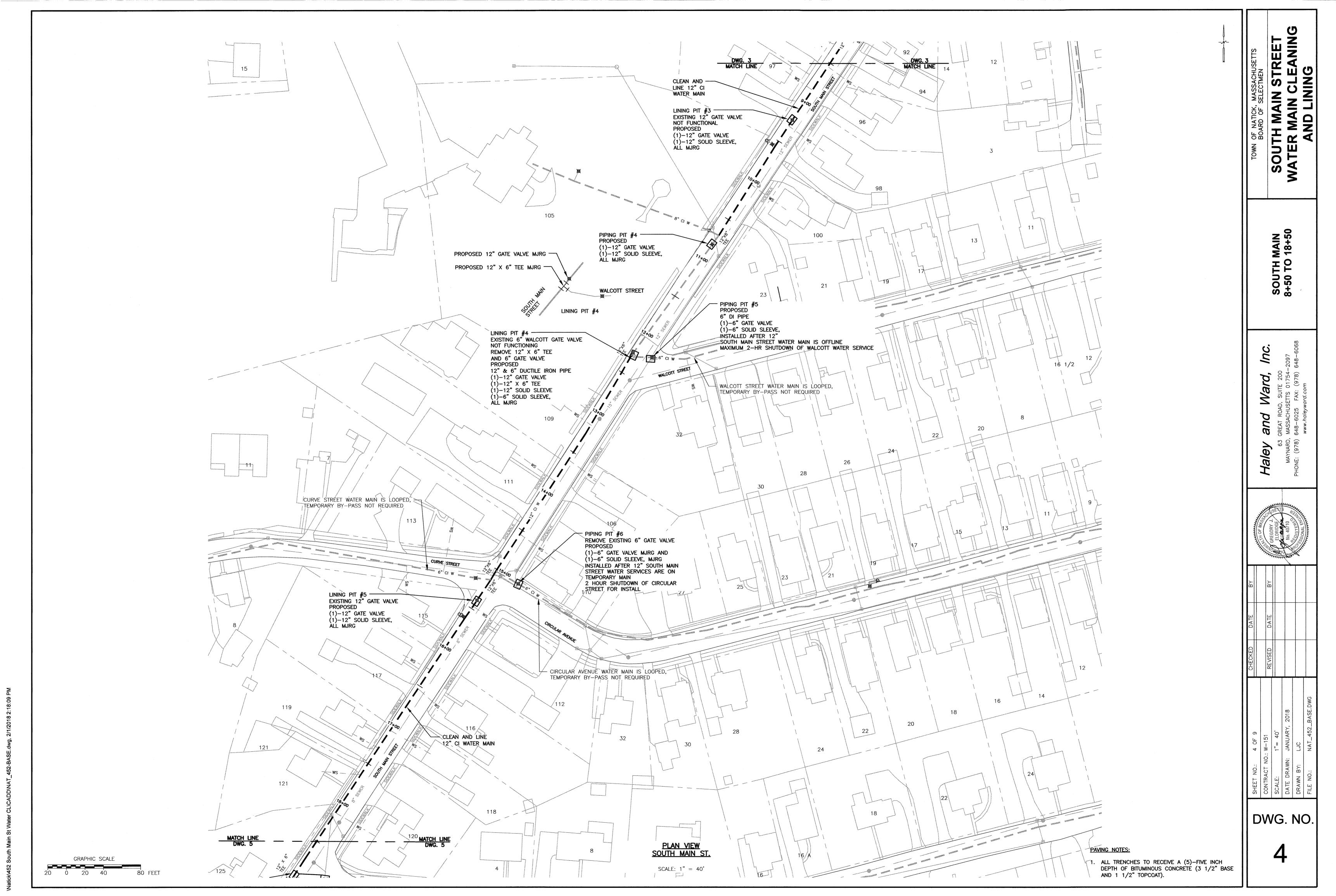


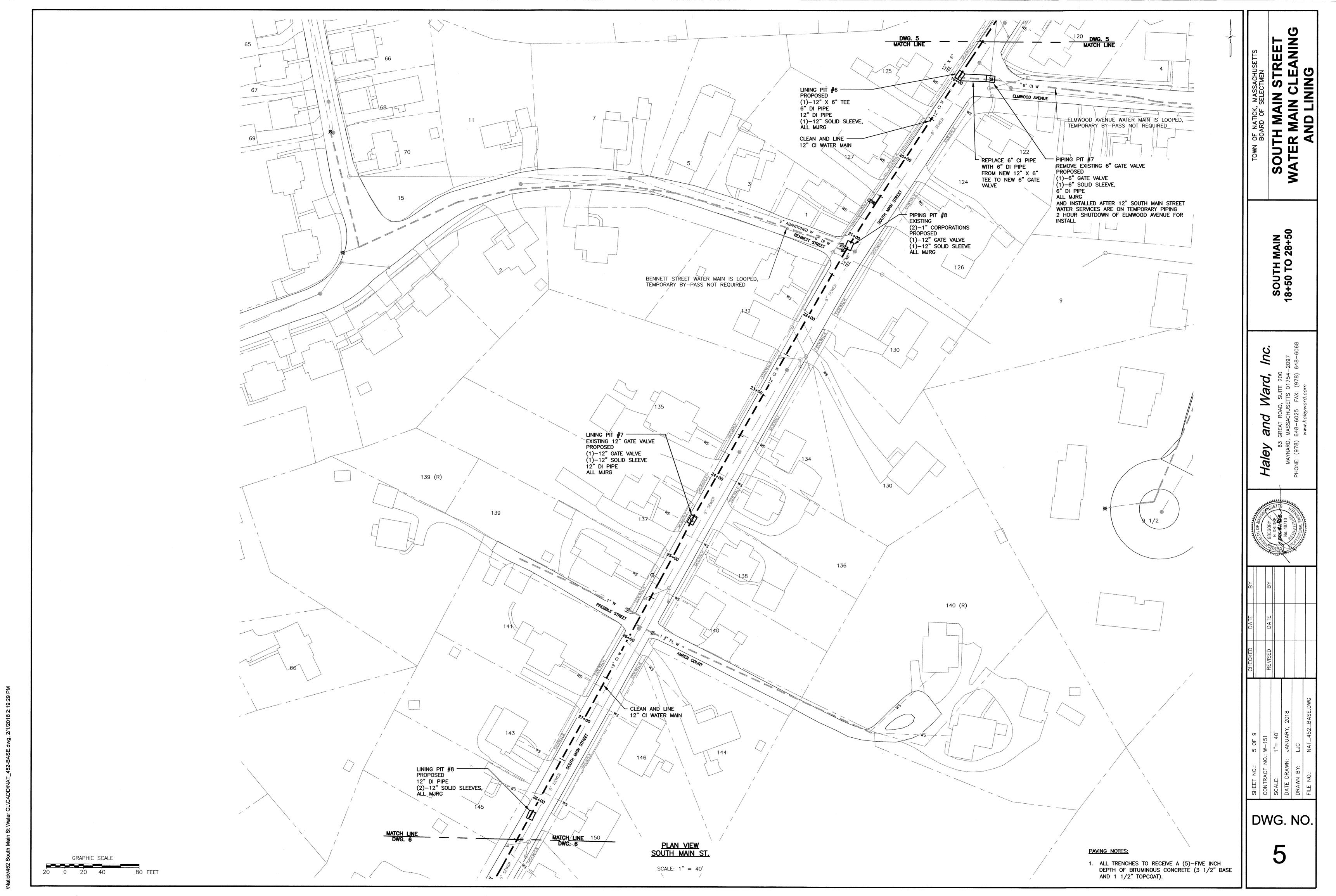
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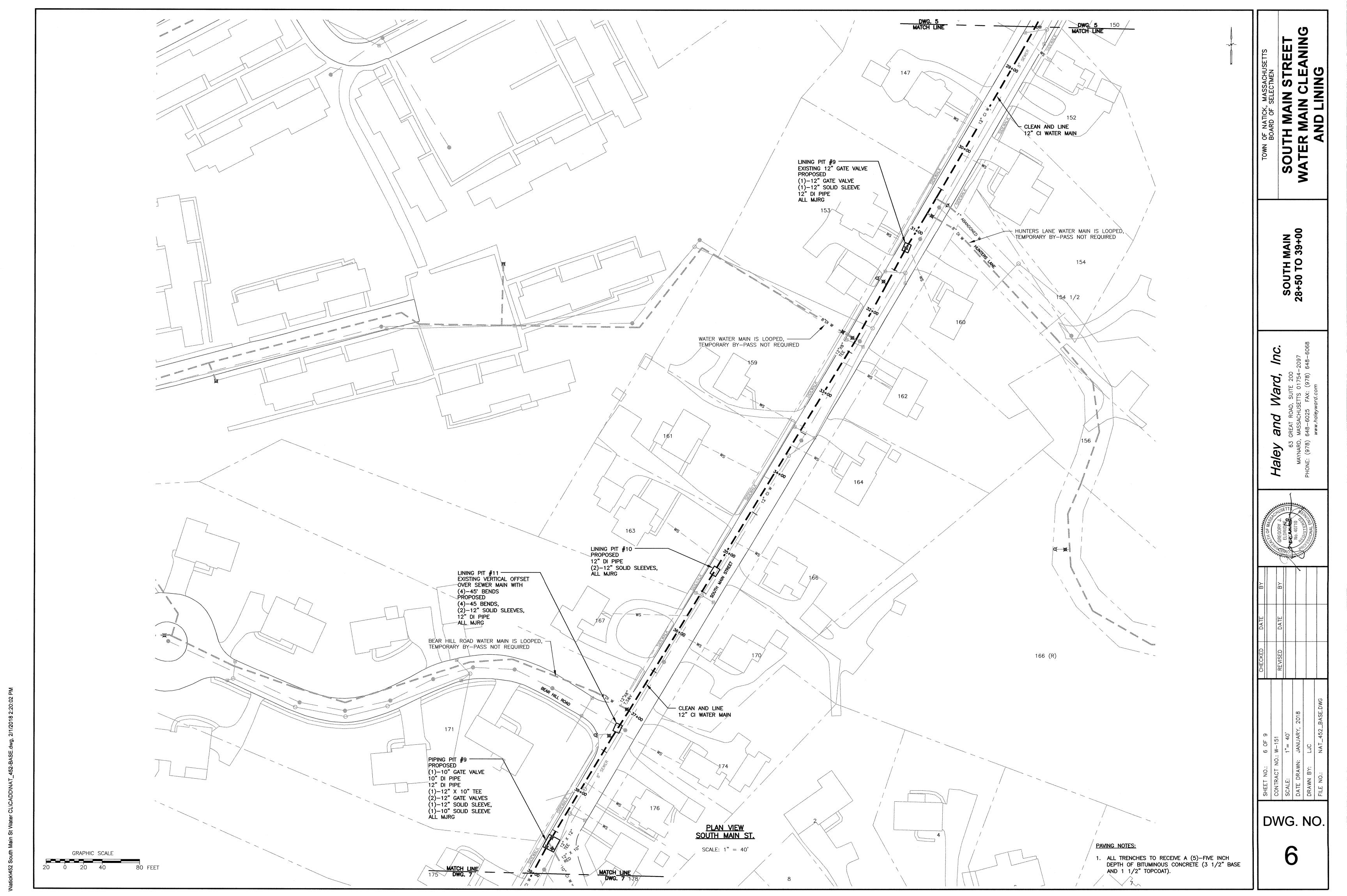
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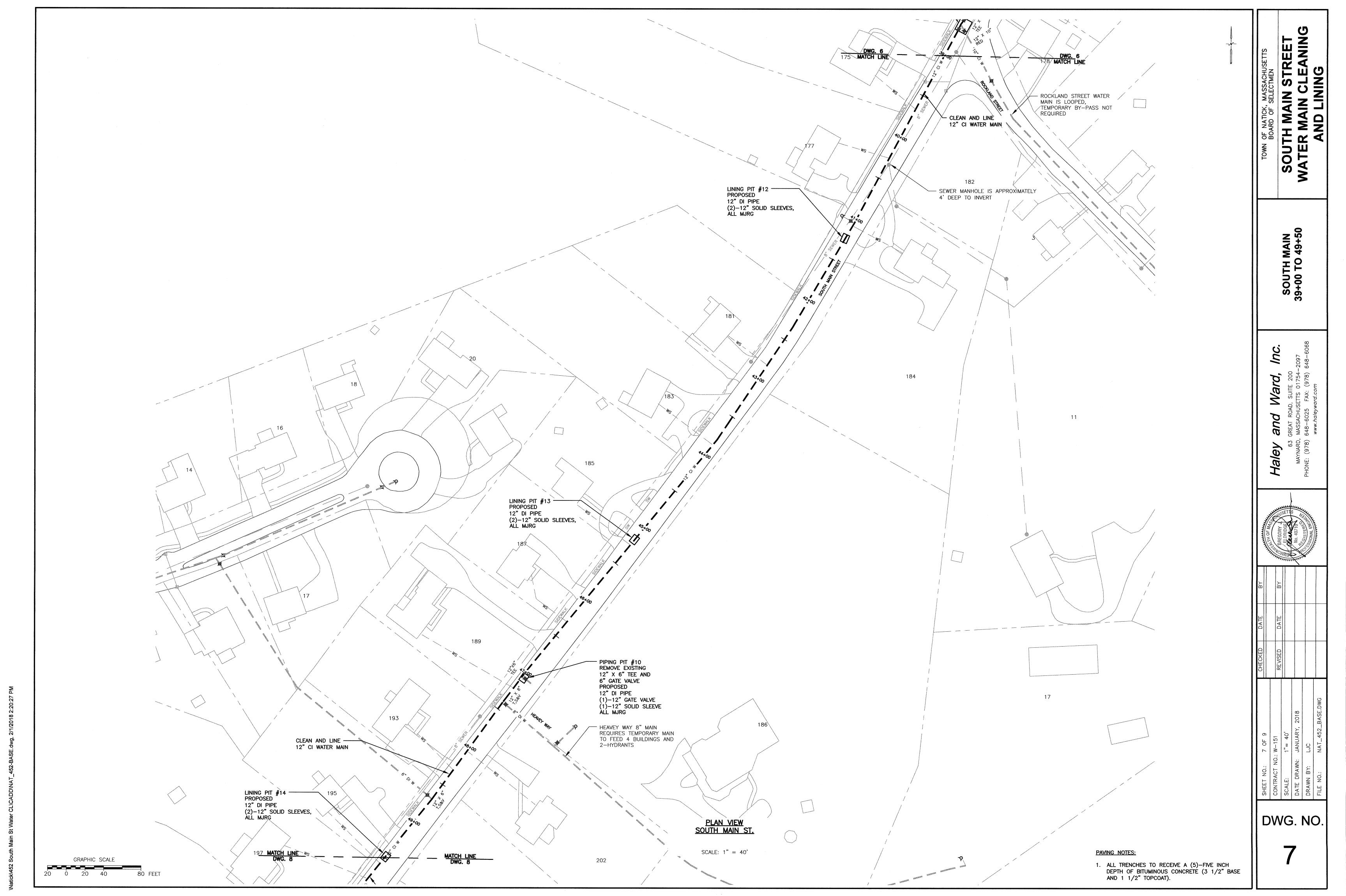
MAIN WAT LEANING A

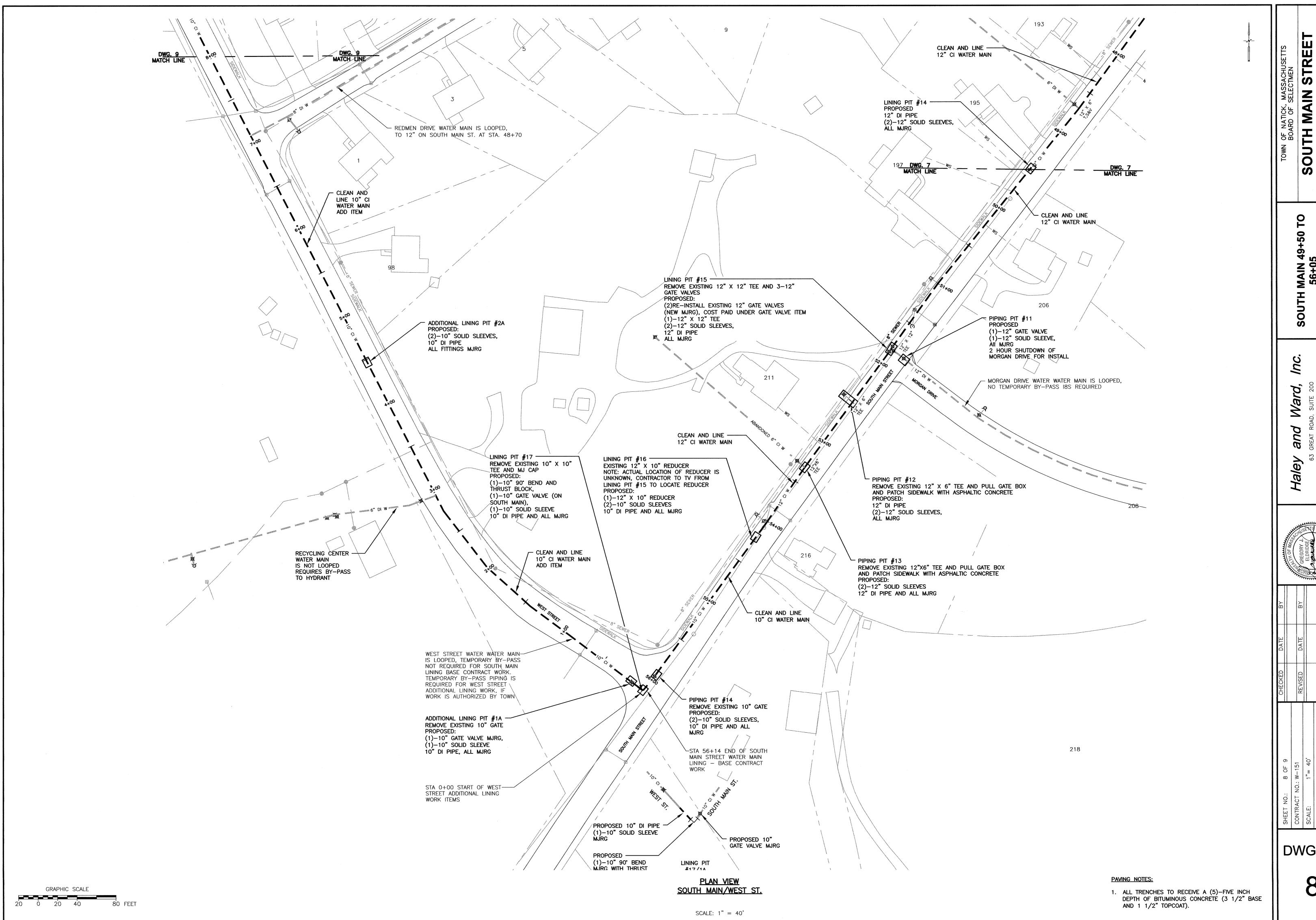








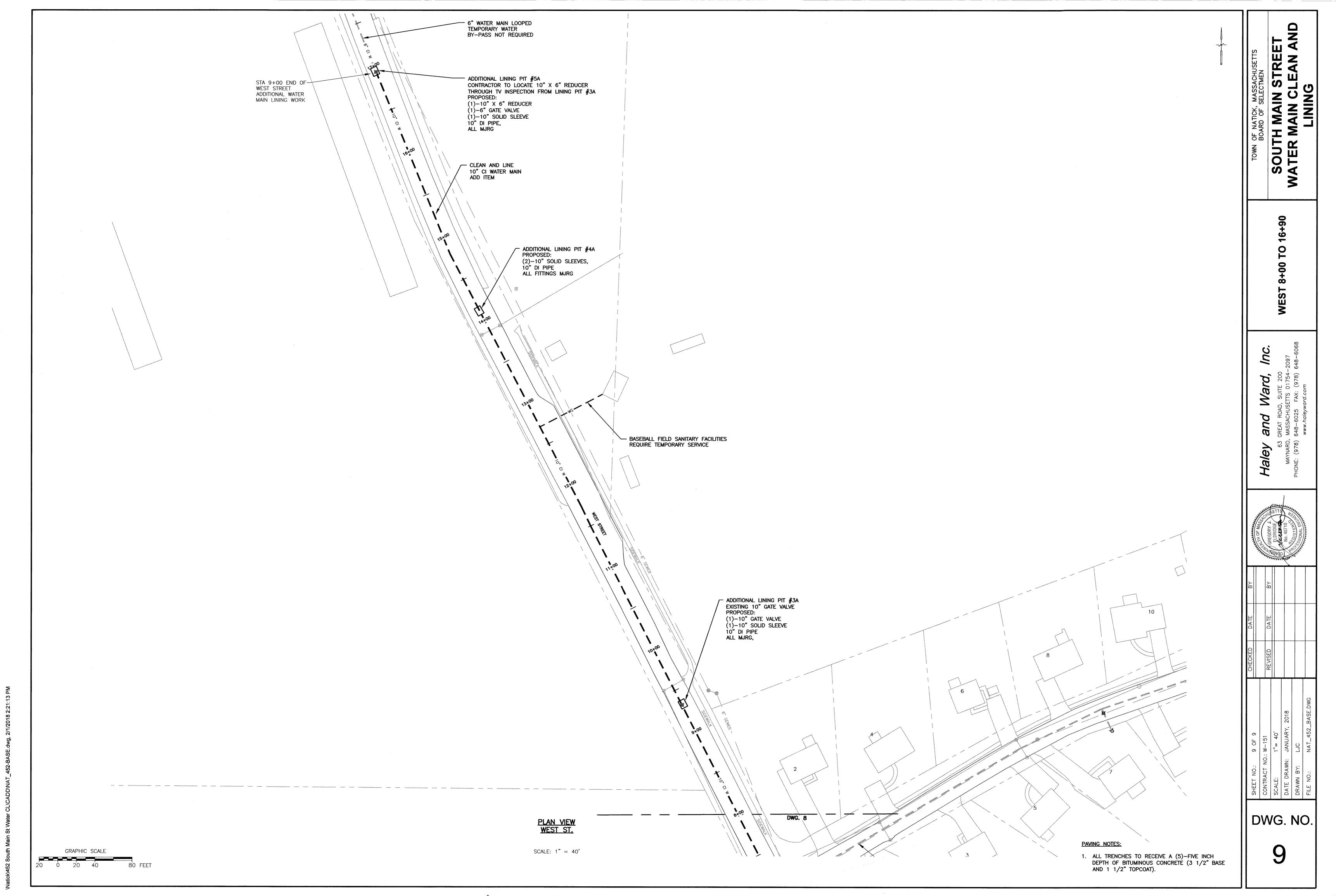




SOUTH MAIN STREET
WATER MAIN CLEANING
AND LINING

8+00 H MAIN 49-56+05 ST 0+00 T

DWG. NO.





TOWN OF NATICK MASSACHUSETTS

TO:

Natick Board of Selectmen

William Chenard, Acting Town Administrator Jeremy Marsette, Director, Natick Public Works

Kenneth Fisher, Supervisor, Equipment Maintenance Division

FROM: Bryan R. Le Blanc, Procurement Officer'

DATE: March 8, 2018

SUBJECT:

CONTRACT AWARD

Fuel Depot Replacement

On February 15, 2018, bids were received for replacement of the Fuel Depot in the Town of Natick, Massachusetts. Bids were received from six (6) bidders. (See attached.)

CommTank, Inc. is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to CommTank, Inc. for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$278,865.00, as provided for in CommTank, Inc. bid. Mr. Marsette, Mr. Fisher, and I have reviewed the bids received and have checked the references and qualifications of CommTank, Inc.

02/15/18

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

Dias Robelvea.	02, 10, 10
Newspaper Advertisement (Metrowest Daily News):	01/11/18
Website & Town Hall Posting:	01/02/18
Central Register:	01/10/18
COMMBUYS Posting:	01/02/18

Funding:

Bids Received:

2016 Fall STM "Replace Fuel Depot Storage Tanks" \$196,000

MassDOT Chapter 90 Program \$82,765

Bids Received: See attached.

				Ĥ	Town of Natick	ıtick					
					IFB Opening Form	Form		jana 1 di haga 1 di haga 1 di haga 2 jana 2 jana 2 fani 1			
Bids - Mowing and Line Trimming	hn										
Date & Time: February 1, 2018, 11:00 A.M. EST	00 A.M. EST										
	Envelope Sealed & Marked		Certificate of Non-Collusion	Tax Compliance Cert. of Corporate Certification Bidder	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda	Certificale of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Price
Company Name								-			
Commtank, Wakefield, MA	×		×	×	×	×	×	×	×	×	\$278,865.00
Lemelin, Chicopee, MA	×		×	×	×	×	×	×	×	×	\$309,020.00
Boston Green Fuel, Lakeville, MA	×		×	×	×	×	×	×	×	×	\$324,821.70
MECO Environmental, Walpole, MA	×		×	×	×	×	ld. 1 not ack	×	×	×	\$337,764.00
Dependable Petroleum, Plymouth, MA	×		×	×	×	×	×	×	×	×	\$344,900.00
SRS, W. Bridgewater, MA	×		×	×	×	×	×	×	×	×	\$349,700.00
Annual Control of the											
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	j			7			N-51-8	8)			
	Witne	Witness Signature:	8	100 Par			,	2			



N-5012001-02 March 8, 2018

Mr. Ken Fisher, Jr. Town of Natick Department of Public Works 75 West Street Natick, MA 01760

Re: Recommendation of Award

Fuel Storage Tanks Replacement Project

Dear Mr. Fisher:

As requested, we have reviewed the bid of the low bidder for the aforementioned project and completed a financial reference check.

The Natick Department of Public Works received bids for the Fuel Storage Tanks Replacement Project on Thursday, February 15, 2018. A copy of the bid tabulations is attached. A total of six bids were received ranging from a low of \$278,865.00 to a high of \$349,700.00, summarized as follows:

Contractor	Bid Amount
CommTank, Inc.	\$278,865.00
Lemelin Environmental Services, Inc.	\$309,020.00
Boston Green Fuel Co., Inc.	\$324,821.71
MECO Environmental Services, Inc.	\$337,764.00
Dependable Services Company, Inc.	\$344,900.00
SRS Petroleum Services	\$349,700.00

Based on our opinion of probable construction cost and the current activity in the construction industry, we believe that the low bid is reasonable for the project work.

The low bidder is CommTank, Inc. of 84 New Salem Street, Wakefield, MA 01880. According to the Bidder's Qualification Statement, CommTank, Inc. has been in business since 1994 and has completed five projects of similar scope within the past two years. CommTank's bid appears to be complete and in compliance with the requirements set forth in the Bid Documents (Section 00200 – Instructions to Bidders).

Their surety company, United Casualty & Surety Insurance Company, has an "A-, Excellent" rating and a financial size category Class IV (\$5 Million to \$10 Million) with A.M. Best Company, which meets the requirements of the General Conditions.

We reviewed the current and completed project list provided by CommTank, Inc. and contacted several references. The references were contacted by telephone to verify CommTank's performance with regard to work schedules on previous projects, quality of workmanship, cooperation, and overall satisfaction. Based on the telephone inquiries, we were informed that CommTank provided a good finished project without unnecessary delays. The contacted references would recommend CommTank for subsequent projects.

Based on the above information, we recommend that the Contract for the Fuel Storage Tanks Replacement Project be awarded to CommTank, Inc., conditional upon receipt of the required Performance and Payment Bonds and certificate of insurance.

If you have any questions regarding this matter, please contact Gary Roberts at 413-875-1316, or by email at gmroberts@tighebond.com.

Very truly yours,

TIGHE & BOND, INC.

Thomas J. Mahanna, P.E.

Vice President

Enclosures: Bid Tabulation

Contractor reference questionnaires:

Brewster Ambulance

Pare Corp

1:\N\N5012 Natick DPW\01 - DPW Fuel Station\Bidding\Award\Natick Bid recommendation.docx

				Town of Natick	afick						
				IFB Opening Form	Form						
Bids - Marring and Ting Trimming. Fuel Storage Tanks Replacement Project	Fuel Storage	Tanks Replace	ment Projec	+:							
Date & Time: February 1, 2018, 11:00 A.M. EST	0 A.M. EST										
	Envelope Sealcd & Marked	Certificate of Non-Collusion	f Tax Compliance on Certification	Tax Compliance Cert. of Corporate Certification Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda	Certificate of Insurability	Compliance with MGL 1518	Certificate of Non-Debarment	Price	
Company Name											
1 (4	×	×	×	×	×	×	×	×	×	\$278,865.00	$ \top $
Lemelin. Chicopee, MA	×	×	×	×	×	×	×	×	×	\$309,020.00	
Roston Green Firel, Lakeville, MA	×	×	×	×	×	×	×	×	×	\$324,821.70	
A Marian	,	×	×	×	×	ld. 1 not ack	×	×	×	\$337,764.00	
MECO Environmental, waipois, mas					,	>	×	×	×	\$344,900.00	
Dependable Petroleum, Plymouth, MA	×	×	×	×	٠	,					
SRS, W. Bridgewater, MA.	×	×	×	×	×	×	×	×	×	\$349,700.00	
		Served this	Station of	and free	2000	Silving In	Jan	el, "hall			
			Makes,	R		81-51-8	8)				
	Witness	Witness Signature:	グンロボ								

Fuel Storage Tanks Replacement Project Town of Natick Department of Public Works

CONTRACTOR: COMMTANK, INC.

REFERENCE PROJECT/LOCATION: AST AND CANOPY INSTALLATION / BRAINTREE, MA

REFERENCE PROJECT COST: \$141,204.00

REFERENCE NAME/COMPANY: Larry Graziano / Brewster Ambulance

REFERENCE PHONE NUMBER: 617-710-3148

Did the Contractor satisfactorily complete all work?

Yes

2. Did they conform to the established project schedule?

Yes

3. Did they provide adequate submittal and as-built documentation?

Yes

4. Did the project have any extra cost claims that are considered to be unfounded?

Yes

5. Were extra cost claims considered to be priced fairly?

Yes

6. Did the Contractor have a good competent full-time superintendent?

Yes

7. Was the Contractor generally cooperative with the on-site project observer or Owner's representatives?

Yes

8. Would you recommend the Contractor for a fuel storage tank replacement project?

Yes

9. Additional comments?

They came in, installed everything without a problem, and left on schedule.

Fuel Storage Tanks Replacement Project Town of Natick Department of Public Works

CONTRACTOR: COMMTANK, INC.

REFERENCE PROJECT/LOCATION: UST REMOVAL, AST INSTALLATION / ANDOVER, MA

REFERENCE PROJECT Cost: \$104,310.00

REFERENCE NAME/COMPANY: Timothy Thies / Pare Corp

REFERENCE PHONE NUMBER: 508-543-1755

1. Did the Contractor satisfactorily complete all work?

Yes

2. Did they conform to the established project schedule?

Yes

3. Did they provide adequate submittal and as-built documentation?

Yes

4. Did the project have any extra cost claims that are considered to be unfounded?

No, some extra costs, but they were requested by the Owner

5. Were extra cost claims considered to be priced fairly?

Yes

6. Did the Contractor have a good competent full-time superintendent?

Yes

7. Was the Contractor generally cooperative with the on-site project observer or Owner's representatives?

Yes, very cooperative

8. Would you recommend the Contractor for a fuel storage tank replacement project?

Yes

9. Additional comments?

CommTank is also performing a fuel tank conversion project for us in Southborough, MA. While the project is not yet complete, the Owner is very satisfied with performance of CommTank thus far.

AGREEMENT

THIS AGREEMENT made this <u>nineteenth</u> day of <u>March</u> in the year 2018, 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 <u>Commtank, Inc., 84 New Salem St., Wakefield, MA 01880</u>, 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 AGREEMENT Documents as defined in Article 8 herein. The Work is generally described as follows:
 - 1.2. The Work for this project consists of replacing tanks at the Natick Fuel Depot.
- 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 Tighe and Bond, 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 AGREEMENT Documents in connection with completion of the Work in accordance with the AGREEMENT Documents.

ARTICLE 3. AGREEMENT TIME

- 3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and AGREEMENT Documents. The work will be substantially complete within thirty (30) consecutive calendar days thereafter and final completion shall be within forty-five consecutive calendar days after AGREEMENT start date. Therefore the date all work will be completed is May 18, 2018.
- 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. AGREEMENT PRICE

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

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

<u>UNIT PRICES AS STATED IN COMMTANK'S BID.</u> TOTAL AGREEMENT AMOUNT \$278,865.00.

As permitted by law, specific items of this AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT Price, within the AGREEMENT Time and in accordance with the other terms and conditions of the AGREEMENT 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 AGREEMENT 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 AGREEMENT Price, within the AGREEMENT Time and in accordance with the other terms and conditions of the AGREEMENT 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 AGREEMENT Documents.
- 7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the AGREEMENT Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. AGREEMENT DOCUMENTS

The AGREEMENT 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, as listed in table of contents
- 8.12 Construction Drawings
- 8.13 Addenda numbers <u>1</u> to <u>1</u>, inclusive.
- 8.14 Change Order

There are no AGREEMENT Documents other than those listed above in this Article 8. The AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT upon written notice to the CONTRACTOR.
- 11.15. The award of this AGREEMENT and the continued operation of this Contract are subject to appropriation by Natick Town Meeting of sufficient money to fund the Contract.
 - 11.16. OWNER may terminate this AGREEMENT upon written notice to the CONTRACTOR if a source of money to fund the AGREEMENT is lost during any year of the AGREEMENT term. In the alternative, the parties may agree in writing to amend the AGREEMENT to provide for an AGREEMENT 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 AGREEMENT 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:	<u>CONTRACTOR:</u>
Town of Natick, Massachusetts	Printed Name of CONTRACTOR
The Natick Board of Selectmen	
Jonathan H. Freedman, Chairman	Signature
Susan G. Salamoff, Vice Chairman	Printed Name
Richard P. Jennett, Jr., Clerk	Printed Title
Michael J. Hickey, Jr.	
Amy K. Mistrot	
Dated:	Dated:
	[CORPORATE SEAL]
	Attest

Owner Address for giving notices:	Contractor Address for giving notices:
Board of Selectmen	
Natick Town Hall	
13 East Central Street Natick, MA 01760	
<u>CERTIFICATE OF A</u>	APPROPRIATION
In accordance with the requirements of M.G appropriation in the amount of this Agreement is av Selectmen is authorized to execute this Agreement orders.	
Arti P. Mehta Comptroller	Date
APPROVED AS TO FORM ONLY (AND NOT A	
Iohn P. Flynn. Esa	Date

CERTIFICATE OF CORPORATE AUTHORIZATION

I,	, Clerk of	, a	corporation organized
pursuant to	state law, which r	naintains its principal	office at
		t a meeting of the Bo	
	(the "Corporation") do	ıly held on	,, at which st be earlier than Lease)
		(Date mu	st be earlier than Lease)
A quorum was pres and effect:	ent and voting throughout, the	e following vote was	duly passed and is now in full force
"VOTED: That		be and her	
authorized, directed the corporate seal, of Corporation, with the	execute, acknowledge and del he Town of Natick, acting by	ame and on behalf of iver all contracts, bor and through the Tow of any such contract,	this Corporation to sign seal with ads and other obligations of the n of Natick, Massachusetts, 13 East lease, bond or obligation by such
	elivered to the Town of Naticl	certificate of the Cle	erk of this Corporation setting forth
	(Name of Officer)		
is duly elected	(Title)	of said	Corporation.
	(Title)		
Signed:			
Printed Name:			
Printed Title:	(Clerk- Secretary)		
Date:			
Place of Business:	AFFI	CORPORATE SEA	
	ATTI	CORI ORATE BEI	XL
COUNTERSIGNA			
	(Name and	l Title of Officer)	
 .			
Date:	1 1 6	1 000	and and an all of an articles
In the event that the or other instrumen Corporation.	e cterk or Secretary is the san t for the Corporation, this cer	ne person as the Offic tificate must be coun	cer authorized to sign that contract tersigned by another officer of the

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

Contractor's Certification

	Name of Project
	ontractor will not be eligible for award of a contract unless such contractor has submitted the owing 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

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

Subcontractor's Certification

	Date
	Printed Title
	Printed Name
	(Signature of authorized representative of Subcontractor)
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.
2.	will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
1.	it intends to use the following listed construction trades in the work under the contract ; and
	certifies that
execu	to the award of any subcontract, regardless of tier, the prospective Subcontractor must te and submit to the contractor the following certification, which is deemed a part of the ing contract:
	Name of Project

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 00410

FUEL STORAGE TANK REPLACEMENT PROJECT Natick Department of Public Works

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 will be completed in operating condition as soon as practicable, but no later than the time specified in the Bid Documents thereafter, unless an extension of time is granted. Bidder further agrees to pay as liquidated damages, the sum of Four Hundred Dollars (\$400.00) for each consecutive calendar day thereafter that all the work, is not substantially completed, Bidder further agrees to pay as liquidated damages the sum of Eight Hundred Dollars (\$800.00) for each consecutive day thereafter, that all is work is not completed (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 Ac	ldenda	through	·

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

BID FORM

Item Number	Item Name and Lump Sum Bid Prices Written in Words and Figures	Total Amount of Item (in figures)
1	For Mobilization, up to 5% of the total bid price, the total lump sum price of: Thirteen Thousand nine hundred, Forty three dollars and twenty five cents (Item Price in Words)	\$ <u>13,943.25</u>
2	Temporarily provide two (2) UL 2085 horizontal steel storage tank for the Owner's use through construction, to include transportation to and from the site and proper cleaning and preparation for transportation, the total lump sum price of:	
	Eleven thousand dollars	\$ 11,000.00
	(Item Price in Words)	
3	Cleaning, demolition, transportation and disposal of two (2) 10,000-gallon Convault aboveground storage tanks and associated equipment, the concrete fueling island pad, disposal of up to two (2) cubic yards of petroleum impacted soils, and electrical demolition, the total lump sum price of:	
	Thirty thousand dollars (Item Price in Words)	\$ 30,000.00
4	Installation of two (2) new 9,500-gallon aboveground storage tanks, concrete fueling island, fuel pumps, and associated equipment to include fuel tank monitoring system and reinstallation of Owner furnished products, the total lump sum price of: Two hundred twenty three thousand,	
	Two hundred twenty three thousand, nine hundred twenty one dollars and (Item Price in Words) Seventy Rive cents	\$ <u> 333,921.75</u>
	TOTAL BID PRICE FOR BASE BID COMPARISON Two hundred seventy eight thousand, ight hundred sixty five dollars \$ 27	8,865.00
-	(Contract Total Bid Price in Words) (Figure	res)

The Town will award the project based upon available funding. Bids will be compared based on base bid to determine the low bidder.

An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid.

N-5012/12/27/2017 00410-3 Bid Form

00410.4	Bid Form
Engineer & Contact Information:	
Energy North, a International Way, Lawrence Brief	83-2771
Owner & Contact Person (Names, Addresses and Telephone Nos.):	70 Trainhlu
UST Remove & Install, Piping	
Energy North- Townsend - # 189,000.00 UST Remove + Install, piping	
4. Description of Project (Include type of project, total value of Contract, date of completion	, etc.):
Dugmeet & Contact Information.	
Engineer & Contact Information:	
Energy North, 2 International Way, Lawrence Brian Tr	ombly 2771
Owner & Contact Person (Names, Addresses and Telephone Nos.):	
UST Remove + Install, piping	
Energy North-Berlin - \$207,550.00	
1 brazieno - Larry Grazieno - 508 Commercial St. 617-710. 3148 3. Description of Project (Include type of project, total value of Contract, date of completion,	etc.):
Engineer & Contact Information:	Braintree
Brewster Ambulance	
Owner & Contact Person (Names, Addresses and Telephone Nos.):	
Brewster Ambulance 10/16-12/16 # 141,204.00	
2. Description of Project (Include type of project, total value of Contract, date of completion,	etc.):
Pare Corp, Timothy Thies, 508-543-1755	
Engineer & Contact Information:	6 4
Town of Andover, 30 Bartlett St. Andover, Thor Rania	ck
Owner & Contact Person (Names, Addresses and Telephone Nos.):	
UST Removal, AST Install, Piping	
Andover DPW - #104,310.00, 10/16-11/16	
1. Description of Project (Include type of project, total value of Contract, date of completion, e	tc.):
STATEMENT OF EXPERIENCE: The undersigned as Bidder declares that he has su accomplished similar work in the following places:	occessfully
	0.11

5. Description of Project (Include type of project, total value of Contract, date of completion, etc.):
Essex Country Club, #74,100.00, 10/17-11/17
UST Removal, Above ground storage tank install
Owner & Contact Person (Names, Addresses and Telephone Nos.):
Essex Country Club 153 School St, Marchester - by - the - sea. Eric Richardson - 978-526-4600
Engineer & Contact Information: Eric Richardson - 978-526-4600
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 <u>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.</u>
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: Luis A. Diaz - 86 Willow Ridge Road, North Andover, MA
This Bid shall bear the written signature of the Bidder or his authorized agent. If the Bidder is a corporatio or a partnership, the Bid shall be signed by a duly authorized officer of such corporation or by a partne and the title of such officer shall be stated. The Certificate as to Corporate Bidder Form shall be complete following this page.
The undersigned Bidder hereby certifies he/she shall comply with the minority workforce percentage rational specific affirmative action steps contained in the Non-Discrimination in Workforce provisions of the

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 February	
By: Signature	Attest: Margie Geveni Signature
Luis A. Diaz Printed Name	Printed Name
Vice President Printed Title	Admin Assistant Printed Title
By: Comm Tank, Foc. Corporation Name	84 New Salem Street, Wakefield, MA Business Address 01880
Massachusetts State of Incorporation	Telephone Number
AND THE STATE OF T	781-224-9908 Fax Number
Corporate Seal	Ldiaz O commtank.com Email Address mleven O commtank.com
Corporate	

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:	CommTank, Inc.
Address of Bidder:	84 New Salem Street
	Wakefield, MA 01880
T. L and Number	6177628-8260
Telephone Number.	11/2000 1000
/	<i>[h</i>
By:	
Signature	, , , , , , , , , , , , , , , , , , ,
Printed Name	A. Diaz
	2 1 1
Vice +	President
Printed Title	
2/15/	18
Date	

TAX COMPLIANCE CERTIFICATION

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

Name of Bidder: Address of Bidder:	CommTank, Inc. 84 New Salem (Street- Wakefield, MA 01880
Telephone Number: By: Signature	1017-1028-82100
Printed Name	A. Diaz
Vice Printed Title	President
2/15 Date	118

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.
- 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:	Comm Tank, Inc. 84 New Salem Street Wake Field, MA 01880
Telephone Number: By: Signature	10179628-8260 //2
LUIS Printed Name	A. Diaz
Vice Printed Title	President
2/15/ Date	18

CERTIFICATE AS TO CORPORATE BIDDER

	CERTIFICATE NO 10 0012					
1. Kevin Ha	ag certify that I am the _	President				of the
	nite is the Did included herein that	· Luis Dia	7	who sig	ned s	said Bid
on bobalf of the Bidde	er was then Vice tresiden Tof st	aid corporation; that	t I kno	w nis si	ignau	are, mai
Oil Delian of the Black	s genuine and that said Bid was duly s	igned, sealed and ex	ecute	d for an	d in b	ehalfof
his signature thereon i	s gendine and that but a body					c
said corporation by au	thority of its governing body.					
Name of Bidder:	Comm Tank, Inc.		Corp	orate Se	al	
Address of Bidder:	84 New Salem	street				£
	Wakefield, Mro			Turnit His His		
	•			1.1	1	
				William	era e a	
Telephone Number:	617-628-8260				8.44	
14dilloor.				7		
By: Signature	La 249					
Revin Printed Name	Hoaq					
Press Printed Title	dest					
$\frac{2/15/1}{\text{Date}}$	8					

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:	CommTank Inc.
	84 New Salem Street
	Workefield, MA 01880
Talenhone Number:	617-628-8260
Telephone Italiaeri	1 1/1
Ву:	
Signature Signature	Je Je
LUIS 7	1. Diaz
Printed Name	
Vice I	President
Printed Title	
2/15	118
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.

•	
~	CommTank Frc.
Signature Title:	Vice President
Name of Bidder:	Commitank, Inc.
Address of Bidder:	84 New Salem Street
	Wakefield, MA 01880
	,
Telephone Number:	1017,4028-8260
By: And	
Signature	
Luis	A. Diaz
Printed Name	
Vice	President
Printed Title	
2/15/	18
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.

Address of Bidder:		
Telephone Number:		
10.0p.22		
By: Signature		
J		
Printed Name		
4.001.1	1	
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:	i '
Address of Bidder	: 84 Now Salem Street
	Makefield, M4 01880
Telephone Numbe	or: 1017-6028-8260
By: Signature	
Printed Nam	A. Diaz
	President
Printed Title	2
$\frac{2}{2}$	5/18
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:	Comm Jank, Inc.
Addre	ss of Bidder:	84 New Salem Street
		Wakefield, MA 01880
		1 15 801.0
Telep	hone Number:	1017-1028-8260
		'//_
Ву:	Nn //	
ъу	Signature	
	Luis	A. Diaz
-	Printed Name	
	Vice	President
-	Printed Title	
	2/15/1	8
	Date	

BID BOND

A. A. DORITY COMPANY

BOSTON

Bid Bond

Bond No. 293317

KNOW ALL MEN BY THESE PRESENTS, that

CommTank, Inc. 84 New Salem Street; Wakefield, MA 01880 as Principal, and

UNITED CASUALTY AND SURETY INSURANCE COMPANY 1250 Hancock Street, Suite 803N Quincy, MA 02169

a corporation duly organized under the laws of the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto

Town of Natick, MA

as Obligee, in the sum of 5%

of the attached bid

to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves, our heirs, executors, lministrators, successors or assigns, jointly and severally, by these presents.

WHEREAS, the Principal has submitted a bid for:

remove two (2) underground storage tanks and install two (2) above ground storage tanks at Natick DPW

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 into 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.

Dated this day, February 13th, 2018.		
•	CommTai	nk, Inc.
	By:	24
Witness to Principal	Its:	Principal

UNITED CASUALTY AND SURETY INSURANCE COMPANY

By: A Storney-in-Fac

A. A. Dority Company, Inc. 262 Washington Street Suite 99

Boston, MA 02108 617) 523-2935





Power No:

TED CASUALTY AND SURETY INSURANCE COMPANY Y MASSACHUSETTS

FROF ATTORNE

KNOW ALL MEN BY THESE PRESENTS:

That UNITED CASUALTY AND SURETY INSURANCE COMPANY, a corporation of the Commonwealth of Massachusetts, does hereby make, constitute and appoint

Philip B. Crawford, Richard W. Crawford, Katie E. Ford,

its true and lawful Attorney-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof as follows: bonds, undertakings, recognizances, consents of surety or other written obligations in the

and to bind UNITED CASUALTY AND SURETY INSURANCE COMPANY, thereby, and all of the acts of said Attorney-in-Fact pursuant to these presents, are hereby ratified and confirmed.

This power of attemest is signed and sealed by facsimile under and by authority of the following Resolutions adopted by the Board of Directors of UNITED CASUALTY AND SURETY INSURANCE COMPANY at a meeting tally salid and held on the 1st day of July 1993 which Resolutions are new in tell force and effect.

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts,

to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Director TED CASUAL IT AND SURETY INSURANCE COMPANY, at a meeting duly called and held on the 1st day of July 1993

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WINESS WHEREOF, UNITED CASUALTY AND SURETY INSURANCE COMPANY as eaused these presents to be proper officer and its corporate seal to be hereunto affixed this 18th day of September, 2005

ASUALTY AND SURETY INSURANCE COMPANY

Todd S. Carrigan, President

husetts, County of Nortalk ss On this 17th day of September in the year 2015 before me personally came Todd S. Carrigan to me known, who, being by me duly sworn, did depose and say: that he resides in the Commonwealth of Massachusetts; that he is President of UNITED CASUALTY AND SURETY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he signed his name thereto by the above quoted authority: that he knows the seal of said corporation; that said seal affixed to said instrument is such corporate seal, and that it was affixed by anthour of insoffice under the by laws of said corporation. ERIN DONOVAN

Notary Public

I, Timothy M. Carrigan, Treasurer of UNITED CASUALTY AND SURETY INSURANCE COMPANY, certify that the foregoing power of attorne, and the above quoted Resolutions of the Board of Directors of July 1, 1993 have flot been about quoted and are movementally and the above quoted resolutions of the Board of Directors of July 1, 1993 have flot been about or revoked and are movementally and the same and the same are movementally ano and effect

ed and sealed by its proper officer and its corporate seal to be hereunto affixed this day,

Timothy M. Chrrigan Treasurer ONFIRM AUTHENTICITY OF THIS BOND OF DE

Wolary Public, Commonwealth of Massachusett My Commission Expires October 03, 2019

BID BOND

NOW ALL MEN BY THESE PRESENTS, that we, the undersigned,	
(Name of Contractor)	
(Address of Contractor)	
a, hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)	
(Name of Surety)	
(Address of Surety)	
hereinafter called Surety, are held and firmly bound unto	
the Town of Natick, Massachusetts (Name of Owner)	
Natick Town Hall, 13 East Central Street, Natick, MA 01760 (Address of Owner)	
as OWNER in the total aggregate penal sum of	
Dollars (\$)	
in lawful money of the United States, for the payment of which sum well and truly to be made bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and sever firmly by these presents.	
The Condition of the above obligation is such that, whereas the Principal has submitted the Board of Selectmen, Town of Natick, Massachusetts a certain Bid, attached hereto and he made a part hereof and hereby incorporated by reference herein, to enter into a Contract in writer for Fuel Tank Replacement.	ed to reby ting
NOW, THEREFORE,	
(a) If said Bid shall be rejected, or	

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

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

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

ATTEST	
Principal	
(Principal Secretary)	(SEAL)(s)
BySignature	
Printed Name	
Printed Title	
(Address)	
(Address)	
ATTEST:	(Surety)
	00430-2

N-5012/12/27/2017

Bid Bond

(Witness as to Surety)	By Attorney-in-Fact Signature
	Printed Name
,	Printed Title
	(Address)
	(Address)

If Contractor is partnership, all partners should execute Bond.

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

AGREEMENT

AGREEMENT

THIS AGREEMENT made this	day of	in the year 2018, by and
between the Town of Natick, Massachusetts, Na	atick Town Hall, 13 F	East Central Street, Natick, MA 01760
(hereinafter called OWNER), by its Board of Se	electmen, and <u>Cor</u>	no Tank, Foc.
doing business as a (Corporation, Partnership o	r Individual) hereinaf	ter called "CONTRACTOR."
WITNESSETH: That for and in consideration		

ARTICLE 1. WORK

OWNER and CONTRACTOR hereby agree as follows:

- 1.1. CONTRACTOR shall commence the Work as specified or indicated in the AGREEMENT Documents as defined in Article 8 herein. The Work is generally described as follows:
 - 1.2. The Work for this project consists of replacing tanks at the Natick Fuel Depot.
- 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 Tighe and Bond, 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 AGREEMENT Documents in connection with completion of the Work in accordance with the AGREEMENT Documents.

ARTICLE 3. AGREEMENT TIME

3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and AGREEMENT Documents. The work will be substantially complete within one-hundred and fifty days (150) consecutive calendar days thereafter and final completion shall be within one-hundred and eighty (180) consecutive calendar days after AGREEMENT start date. The date all work will be completed is as indicated on the Notice to Proceed.

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) per day for each consecutive calendar day beyond one-hundred and fifty (150) calendar days for which work in not substantially completed and eight hundred (\$800.00) per day for each consecutive calendar day beyond one-hundred and eighty (180) calendar days for which all work included in the Contract Documents is not completed (final completion) and agrees that this sum is not contingent upon any financial losses incurred by the OWNER due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from CONTRACTOR'S payment.

ARTICLE 4. AGREEMENT PRICE

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

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

TOTAL AGREEMENT AMOUNT \$ 378,865,00

As permitted by law, specific items of this AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT Price, within the AGREEMENT Time and in accordance with the other terms and conditions of the AGREEMENT 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 AGREEMENT 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 AGREEMENT Price, within the AGREEMENT Time and in accordance with the other terms and conditions of the AGREEMENT 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 AGREEMENT Documents.
- 7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the AGREEMENT Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. AGREEMENT DOCUMENTS

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

8.1 Invitation for Bids

- Instructions to Bidders 8.2
- Contractor's Bid 8.3
- This AGREEMENT ("Agreement") 8.4
- Exhibits to this AGREEMENT 8.5.
- General Conditions 8.6.
- Supplementary Conditions 8.7
- Contractor's Performance and Payment Bonds, and insurance 8.8 certificates
- Notice of Award 8.9.
- Notice to Proceed 8.10
- Specifications contained in Divisions 1 through 16, as listed in table of contents 8.11
- Construction Drawings 8.12
- Addenda numbers 1 to 1, inclusive. 8.13
- Change Order(s) 8.14

There are no AGREEMENT Documents other than those listed above in this Article 8. The AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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.
- The CONTRACTOR shall provide to the satisfaction of the OWNER, adequate supervision of all work performed under this Agreement.
- This AGREEMENT shall be subject to the Natick Non-Discrimination in the Workforce provision included in Part I Supplementary Conditions.
- 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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, 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 AGREEMENT upon written notice to the CONTRACTOR.
- 11.15. The award of this AGREEMENT and the continued operation of this Contract are subject to appropriation by Natick Town Meeting of sufficient money to fund the Contract.
 - 11.16. OWNER may terminate this AGREEMENT upon written notice to the CONTRACTOR if a source of money to fund the AGREEMENT is lost during any year of the AGREEMENT term. In the alternative, the parties may agree in writing to amend the AGREEMENT to provide for an AGREEMENT 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 AGREEMENT 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: Town of Natick, Massachusetts	CONTRACTOR: Comm Tank, Inc. Printed Name of CONTRACTOR
The Natick Board of Selectmen	
Jonathan H. Freedman, Chairman Susan G. Salamoff, Vice Chairman Richard P. Jennett, Jr., Clerk	Signature Luis A. Diaz Printed Name Vice President Printed Title
Michael J. Hickey, Jr.	
Amy K. Mistrot Dated:	Dated:
	[CORPORATE SEAL]
	Attest

84 New Salem Street Wakefield, MA 01880
APPROPRIATION
I.G.L. Chapter 44, Section 31C, this is to certify that a vailable therefore, and that the Natick Board of Selectme prove all requisitions and execute change orders.
Date
AS TO SUBSTANCE):
Date
I .

Contractor Address for giving notices:

Owner Address for giving notices:

CERTIFICATE OF CORPORATE AUTHORIZATION

CBICITA	
1, Kevin Hoaq, Clerk of Commitank, Inc	, a
state.	law, which maintains its
K W NECES ESSENT GOVERNO CONTINUAL ALLA INCOMES OF	
Commitant In (the "Corporation") duly held on Hugh 51 14	,
A quorum was present and voting throughout, the following vote was duly passed	l and is now in full force
and effect:	
"VOTED: That LUIS A. DIGZ-	be and hereby is
Alama at litticer silling ized to sign to a confi	i)
authorized, directed and empowered for, in the name and on behalf of this Corpor	ation to sign soar with the
t arrests acknowledge and deliver all contracts, bonds and	Other Gongarone
it the Town of Natick acting by and through the Town of Natic	K, Massaottasotts, 11
27 (1) MA 01760; the execution of any such contract, lease, both	d of congution of
Lois A. Diaz	id and binding
(Name of Officer)	Corporation setting forth
upon this Corporation for all purposes, and that a certificate of the Clerk of this	•
this vote shall be delivered to the Town of Natick.	
I further certify that (Name of Officer)	
is duly elected <u>Vice President</u> (Title)	of said Corporation.
Signed:	
Printed Name: Kevin Hoag	after and
Printed Title: President	
Date: $2/19/15$	
Place of Business: AFFIX CORPORATE SEAL	To many the
COUNTERSIGNATURE: (Name and Title of Officer)	
Date: <u>2/15/18</u>	

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

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

Contractor's Certification

A a	ect Fuel Storage Tank Replacement Project Northck Department of Public Works ntractor will not be eligible for award of a contract unless such contractor has submitted the tification, which is deemed a part of the resulting contract:
	CONTRACTOR'S CERTIFICATION
	Comm Tank, Frc. certifies that
1.	it intends to use the following listed construction trades in the work under the contract electrical, petroleum equipment install; 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 Vice President Printed Title
	2/15/18 Date
	NATICK, MASSACHUSETTS

BOARD OF SELECTMEN

Subcontractor's Certification

Prior omit to	to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute to the award of any subcontract.
	cerunes man
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 contain 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

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.

PERFORMANCE BOND

PERFORMANCE BOND

OW ALL PERSONS BY THESE PRESENTS: that	
(Name of Contractor)	
(Address of Contractor)	
, hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)	
(Name of Surety)	
(Address of Surety)	
einafter called Surety, are held and firmly bound unto	
wn of Natick , Massachusetts ame of Owner)	
atick Town Hall, 13 East Central Street, Natick, MA 01760 Address of Owner)	
reinafter called Owner, in the total aggregate penal sum of	
Dollars (\$	
a lawful money of the United States, for the payment of which sum well and truly to be made, we urselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by resents.	
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a contract with the Owner, dated the day of201 , a copy of which is hereto attached a part hereof for Fuel Storage Tank Replacement Project.	ed ar

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 Owner, with or without notice to the Surety and during the one (1) 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 security, 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.

	day of	, 201 •
all be deemed an original, this	uu, u	
TTEST:		
Principal		
Principal Secretary)		
(SEAL)(s)	Ву	Signature
		Printed Name
		Printed Title
		(Address)
	(1	Surety)
ATTEST:		
By(Witness as	to Surety) Attorne	y in Fact Signature
	Printed Name	
	Printed Title	
	(Address)	

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.

PAYMENT BOND

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that
(Name of Contractor)
(Address of Contractor)
a, hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)
(Name of Surety)
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto
the Town of Natick, Massachusetts (Name of Owner)
Natick Town Hall, 13 East Central Street, Natick, MA 01760 (Address of Owner)
hereinafter called Owner, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of
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 Fuel Storage Tank Replacement Project.

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.

day of	20	
TTEST:		
		Principal
(Principal Secretary)		
(SEAL)(s)	<u>B</u> y	
ILAL)(3)	Signatu	re
	Printed N	lame
	Printed T	itle
	(Addre	ess)
	(Surety)	
ATTEST:		
By (Witne	ess as to Surety) Attorney-in-Fact Signatu	re
· ·		
	Printed Name	
	Printed Title	
	(Address)	

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.

Addendum No. 1 to the Bidding Documents

Fuel Storage Tank Replacement Project Town of Natick Department of Public Works

Issued February 12, 2018

Under the provisions of Article 7 of Section 00200, Instructions to Bidders, Bidders are informed that the Bidding Documents for the above mentioned Project are modified, corrected, and/or supplemented as follows. Addendum No. 1 becomes part of the Bidding Documents and Contract Documents.

Acknowledge receipt of this addendum by inserting its number on Page 00410-1 of the Bid form. Failure to acknowledge receipt of the Addendum may subject the Bidder to disqualification.

Project Manual Changes

Item 1-1 Section 13201 – Fuel Storage Equipment

Add the following at the end of Item 2.18 E. if Section 13201:

- 1.1 FUEL DISPENSING HOSES
 - A. The existing gasoline hose shall be reused.
 - B. Provide one (1) new standard UL listed hose for diesel fuel service
 - 1. Maximum hose length shall be 13-feet
 - 2. Hose diameter shall be 1-inch
 - 3. One (1) new UL listed breakaway device shall be provided
 - 4. Provide one (1) new multi-plane swivel
 - C. Provide one (1) new fuel nozzle for diesel service
 - 1. Nozzle shall be provided with a green hand warmer
 - 2. Nozzle diameter shall be 1½-inch, or a spout ring provided to prevent the diesel nozzle from being used in gasoline powered vehicles.
 - D. Provide one new hose retractor, OPW Pomeco, or equal

Drawing Changes

Item 1-4 Sheet 2 of 3 – Site Plan

Delete Note 1 and **replace** it with the following note:

BEFORE BEGINNING DEMOLITION, CONTRACTOR SHALL PROVIDE TO 4,000-GALLON TEMPORARY ABOVEGROUND STOAG TANKS FOR FLEET FUELING AS FOLLOWS:

ONE UL 2085 TANK FOR GASOLINE STORAGE ONE UL 2085 TANK FOR DIESEL STORAGE

Bidding Period Questions & Responses

The following responses/clarifications are based on questions raised during during the bidding period. A list of attendees at the January 30, 2018 pre-bid meeting is attached.

- 1. Is the Contractor required to obtain a permit from the Natick Fire Department for the demolition and/or the removal of the aboveground storage tanks?
 - The Contractor is responsible for obtaining a permit from the Natick Fire Department. Permits will be provided at no charge to the Contractor.
- 2. Will the fire suppression system need to be replaced?
 - No, the fire suppression system will not be replaced.
- 3. Will the fire suppression system remain in place, or will it need to be removed during construction?
 - The fire suppression system shall be removed, stored onsite and reinstalled by the contractor.
- 4. Does the Town have other property nearby that can be used by the Contractor for equipment staging?
 - The Town will make space at their property on Oak St for the Contractor's use. The nearest intersection to this property is Oak St. and Eisenhower Ave.
- 5. Will the Town allow the Contractor to use water for construction/demolition purposes?
 - The Town will provide water service at a hydrant located near the work area. A backflow preventer shall be installed by the Town. No water shall be withdrawn until the backflow preventer is installed.
- 6. Will the Town allow the Contractor to use a portion of the parking lot adjacent to the fuel depot for staging, crane setup, etc?
 - The Town will allow use of a portion of the parking lot with prior notice provided by the Contractor for specific tasks. Due to the volume of cars typically using this parking lot the Contractor's use of the area must be coordinated in advance to include how much area is needed.
- 7. We are having trouble finding any UL2085 temp tanks over 2000 gallons. Would that be sufficient volume for the project?
 - No, the Town requires a minimum temporary storage volume of 4,000-gallons for both gasoline and diesel fuel.
- 8. Will four (4) 2,000-gallon tanks be acceptable for temporary storage?
 - No, the Town does not have sufficient space to accommodate four temporary fuel tanks.

9. Where are the temp tanks being placed? Assume no structure/platform will be needed. Parking lot?

The tanks will be placed on the asphalt parking lot. It is assumed that the tanks will be provided with skids, saddles or other suitable supports. No additional structure or platform will be required.

10. What will the old tanks have in them for volume when we clean them?

The Contractor shall assume that each tank will contain approximately 750-gallons of residual fuel and sludge. Removal and disposal of the residual fuel, sludge and cleaning fluids shall be the responsibility of the Contractor.

11. Has the paint on the old tanks been tested for lead? If yes can we have documentation? Tank yard is requesting.

No, the tank paint has not been tested for lead.

12. Can the two Con Vault tanks be dismantled in place in order to be removed or do they have to be removed In Tact?

The two tanks may be partially demolished onsite only after they have been properly cleaned and vapor freed as specified in Section 02115.

13. Temporary Tanks - Where are they supposed to be set up? Can we use a UL 2085 tank for gasoline and a UL 142 tank for diesel fuel? One tank with two compartments acceptable?

The tanks will be placed at a location to be specified by the DPW based on the size of the tanks to be provided. Two locations were tentatively identified during the pre-bid meeting.

Due to the anticipated proximity to the buildings only UL2085 tanks for gasoline and diesel service will be allowed.

A UL2085 dual compartment tank may be acceptable.

14. What is the rental term we are to assume for the temp tanks?

The temporary tanks shall be in service for the Owner's use until the new tanks are in service (substantial completion). The Contractor's schedule shall determine the length of time the tanks are onsite.

15. Will there be any other size tanks be acceptable for temp storage? Will larger tanks be accepted?

The minimum temporary tank storage volume is 4,000-gallons for each tank. Larger tanks may be acceptable at the Owner's discretion.

END OF ADDENDUM NO. 1

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FUEL STORAGE EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

A. SECTION INCLUDES

- 1. General
- 2. Aboveground storage tanks
- 3. Remote spill containers
- 4. Adaptors
- 5. Overfill prevention valves
- 6. Mechanical gauging
- 7. Submersible pumps
- 8. Emergency shear valves
- 9. Under dispenser containment pans
- 10. Venting
- 11. Manual gauge port
- 12. Owner furnished products
- 13. Temporary fuel storage

B. Related Requirements

- 1. Section 01640 Owner Furnished Products
- 2. Section 13426 Fuel Tank Monitoring and Management Systems
- 3. Section 15050 Piping General
- 4. Section 15102 Carbon Steel Pipe and Fittings
- 5. Section 15110 Valves
- 6. Section 16050 Basic Electrical Requirements
- 7. Section 16060 Grounding and Bonding
- 8. Section 16137 Control Cabinets and Enclosures
- 9. Section 16131 Conduit
- 10. Section 16410 Explosion-Proof Disconnect Switches

1.2 REFERENCES

- A. 310 Code of Massachusetts Regulations (CMR) 7.24 Stage I and II Vapor Recovery Amendments
- B. 527 CMR 1.00 Massachusetts Comprehensive Fire Safety Code
- C. National Fire Protection Association (NFPA) Standard 30 Flammable and Combustible Liquids Code, 2012 edition
- D. NFPA Standard 30A Motor Fuel Dispensing Facilities and Repair Garages, 2012 edition
- E. Petroleum Equipment Institute (PEI) Recommended Practice (RP) 200 Installation of Aboveground Storage Systems, 2013 Edition
- F. PEI RP 300 Installation and Testing of Vapor-Recovery Systems at Vehicle Fueling Sites, 2009 Edition
- G. Steel Tank Institute R912-00 Installation Instructions for Shop Fabricated Stationary Aboveground Storage Tanks for Flammable, Combustible Liquids
- H. Underwriters Laboratories, Inc. (UL) Standard 142 Steel Aboveground Tanks for Flammable and Combustible Liquids, 2006 Edition
- UL Standard 1238 Standard for Control Equipment for Use with Flammable Liquid Dispensing Devices, 2015 Edition
- J. UL Standard 2085 Protected Aboveground Tanks for Flammable and Combustible Liquids
- K. Uniform Fire Code Flammable and Combustible Liquids, 2000 Edition

1.3 SUBMITTALS

- A. Submit to the Engineer:
 - 1. Product certificates provided by the manufacturer certifying material compliance with the speciation.
 - 2. Factory and field test reports.
 - 3. Warranty information.

1.4 QUALITY ASSURANCE

- A. Equipment manufacturers shall have a minimum of ten years of experience in the design and manufacture of equipment of similar size, type, and capacity.
- B. Contractor and shall have a minimum of ten years of experience in the installation of equipment of similar size, type, and capacity and complete five projects of similar scope within the past two years.
- C. Contractor shall verify tank integrity at the time of delivery from the manufacturer and the integrity of the tank and piping system upon completion of the installation.
- D. All equipment provided for the project must be new and installed in a workman like manner in accordance with the manufacturer's requirements.

- E. 100% of the primary and secondary containment for the tank and piping shall be tested for tightness following an approved testing method.
- F. Following the installation of the system provide the following items to the Owner:
 - 1. As-built drawings showing the location of equipment and conduit routing.
 - 2. Manufactures installation, operation and maintenance manuals.
 - 3. Tank installers checklist, vapor recovery test records, hydrostatic testing records for dispenser pans and tightness testing records as described herein.

G. Warrantees

- 1. The Contractor shall warrantee equipment and materials for one-year from the date of installation. For the purpose of this warrantee the date of installation shall be the Substantial Completion Date.
- H. The storage tank manufacturer shall provide a written 30-year limited warrantee for each tank.
 - 1. Contractor shall provide the manufacturer's completed written warrantee paperwork to the Owner with a copy of the manufacturer's installation checklist and any other information required by the manufacturer to register the warrantee.

PART 2 PRODUCTS

2.1 GENERAL

- A. Owner furnished products shall be reused as specified in this Section and Section 01640.
- B. Fuel tank interstitial monitoring, containment pan monitoring and overfill alarms shall be as specified in Section 13426.
- C. Fuel piping shall be installed as specified in Sections 15050 and 15102.
- D. Explosion-Proof emergency electrical disconnect switch shall be as specified in Section 16410.

2.2 ABOVEGROUND STORAGE TANKS

- A. Provide two (2) 9,500-gallon UL 2085 Fireguard thermally insulated double-walled, horizontal steel tanks as specified below:
 - 1. Approximate storage tank dimensions are as follows:
 - a. Overall length: 25-feet, 11-inches
 - b. Overall diameter: 8-feet, 6-inches
 - 2. One tank shall be suitable for gasoline storage and one tank shall be suitable for diesel fuel storage.
 - 3. Tanks shall be designed for the aboveground storage of flammable and combustible liquids at atmospheric pressure.

- 4. The tanks shall be equipped with two UL listed factory supplied painted steel saddles welded to the tank.
- 5. The inner and outer tanks shall be manufactured in accordance with the UL 142 Standard. The entire tank shall be labeled in accordance with UL 2085 requirements and comply with the UL 2085 standard, to include, but not limited to testing for ballistics, impact, hose stream, and pool fire performance standards.
- 6. Each tank shall be delivered to the site as a complete UL listed assembly.
- 7. The outer tanks shall provide complete secondary containment of the primary storage tank's contents by use of an impervious steel outer wall.
- 8. The space between the primary and secondary tanks shall be filled with a minimum of 3-inches of porous, lightweight monolithic thermal insulation. Insulating material shall be installed at the factor and is required to meet the following criteria:
 - a. Manufactured in accordance with the requirements of the American Society of Testing Materials Standards C222 and C-495
 - b. Allow liquid to migrate to a monitoring point
 - c. Insulating material shall not be exposed to the weather and shall be protected by the tank outer walls
- 9. Plastic/PVC shipping plugs, if provided by the manufacturer, shall be removed and preplaced with steel plugs, painted white to match the tank.
- 10. Lifting lugs shall be provided at a balancing point to facilitate handling and installation.
- 11. The tanks shall be provided with a coating system meeting the requirements outlined below:
 - a. Surface preparation: Grit blast SSPC-SP-6 white metal blast
 - b. Finish coat: White, high performance acrylic polyurethane coating, 5-7 mil dry-film thickness, minimum
- 12. The tanks shall be provided with a minimum of four tabs on the end of each tank that will be closest to the fuel island for the Contractor to use in constructing a pipe and conduit support rack.
- 13. Pipe support rack:
 - a. Contractor shall construct a pipe support rack mounted to tabs located on the tank heads as shown in the Drawings.
 - b. Tabs shall be welded to the tank head and painted by the tank manufacturer at the factory.
 - c. Contractor shall construct a pipe support rack in compliance with applicable State codes.
- 14. Ladders and Step-Off Platforms:

- a. Contractor shall provide a steel ladder with a step-off platform for each tank as shown on the project Drawings.
- b. Ladders and platforms shall be compliant with the requirements of the Occupational Health and Safety Administration (OSHA) requirements.
- c. The ladders and platforms shall be mounted to the tank using tabs welded and painted by the tank manufacturer.
- d. The ladders and step-off platforms shall be provided by the tank manufacturer.
- 15. A fitting schedule is provided on the Drawings showing the fitting sizes, location and total number of required fittings.
- 16. All fitting shall be located above the maximum liquid level, along the centerline of the tank.
- 17. A tank chart showing the conversion from inches-to-gallons in 1/8-inch increments shall be provided.
- 18. The tank chart shall be laminated and affixed to the underside of the remote spill container cover.
- 19. Tanks shall be grounded as shown on the project Drawings.
- 20. The tanks shall meet the requirements of the California Air Resources Board (CARB) Standing Loss Control for Aboveground Storage Tanks, Executive Order VR-302-F.

2.3 PROVIDE FOUR (4) FLANGED EMERGENCY VENTS

- A. Emergency vents shall be sized by the tank manufacturer.
- B. Flanged emergency vents shall be provided for both the primary and secondary tanks.
 - 1. Long-bolt manways shall not be allowed as a means of emergency venting.
- C. The gasoline tank emergency vent pressure setting shall not be less than the pressure/vacuum vent setting.
- D. A CARB Enhanced Vapor Recovery (EVR) certified emergency vents shall be provided as required by 310 CMR 7.24.

2.4 SIGNAGE

- A. Provide the following signage on three (3) sides of the tank:
 - 1. Tank capacity
 - 2. A 10-inch by 10-inch NFPA diamond indicating the hazards associated with the tank contents.
 - 3. "NO SMOKING"
 - 4. Diesel tank only: "COMBUSTIBLE"
 - 5. Gasoline tank only: "FLAMMABLE"

B. Signage is not required for the tank sidewalls facing each other.

2.5 REMOTE SPILL CONTAINERS

- A. Provide two (2) weathertight, fifteen-gallon capacity remote spill containers.
 - 1. The gasoline remote dispenser shall be equipped with dual ports for fuel delivery and vapor recovery piping.
 - 2. The diesel tank remote dispenser shall have a single port for fuel delivery piping.
- B. Spill containers shall be provided with a white powder coat finish.
- C. The spill bucket cover shall be equipped with a gas spring cylinder, or other means provided by the equipment manufacturer to hold the cover in the open position during filling.
- D. Containers shall be provided with tabs for locking the covers in the closed position, installed by the equipment manufacturer.
- E. CARB EVR approved spill containers shall be provided as required by 310 CMR 7.24.

2.6 SIGNAGE

- A. Each remote spill container shall be labeled as "GASOLINE" or "DIESEL", as appropriate.
- B. Lettering shall be 3-inches high with black lettering on a white background.

2.7 ADAPTORS

- A. Fill and Vapor Recovery Adaptors
 - 1. Provide 3-inch aluminum or brass Cam and Groove type, rotatable fill and vapor recovery adaptors.
 - 2. All adaptors shall be provided with tight fitting caps to prevent water intrusion and to control vapors.
 - 3. Dry disconnect valves and ball valves shall be provided at each filling location as shown on the Drawings.

B. Gauge port adaptors

- 1. Provide two (2) 2-inch cam and groove type brass or aluminum adaptors for each tank manual gauging port.
- 2. Gauge port caps shall be lockable.
- 3. Gauge ports shall be labeled "GAUGE STICK PORT" printed in black lettering on yellow background.
- C. CARB EVR approved adaptor caps shall be provided as required by 310 CMR 7.24.

2.8 OVERFILL PREVENTION VALVES

A. Provide two (2) aboveground storage tank 3-inch overfill prevention valves.

- B. Overfill prevention valves shall be installed to limit the volume of the tank to 95% of design capacity, based on the tank manufacturer provided tank chart.
- C. Valves shall be provided with 3-inch male or female threaded inlet and outlet connections and be manufactured for use with remote filling stations.
- D. Valves shall have a minimum operating pressure of 5 pounds per square inch (psi) and a maximum operating pressure of 100 psi.
- E. Internal valve working mechanisms shall be constructed of stainless steel.
- F. Provide a 3-inch drop tube extending to within 6-inches of the bottom of the tank as shown on the Drawings.
- G. CARB Enhanced Vapor Recovery (EVR) overfill prevention valves shall be provided as required by 310 CMR 7.24.

2.9 MECHANICAL GAUGING

- A. Provide two (2) mechanical level gauges
- B. Level gauges shall provide a direct reading of the tank contents in feet and inches.
- C. Gauge floats, cables and internal pars shall be constructed of stainless steel.
- D. Gauge housing shall be constructed of corrosion resistant material or power coated aluminum.
- E. Gauges, seals and floats shall be compatible with the materials to be stored.

2.10 SUBMERSIBLE PUMPS

- A. Provide two (2) submersible fuel pumps.
- B. Contractor shall provide the following submersible fuel pumps:
 - 1. One 3/4-horsepower pump for gasoline service.
 - a. Electrical requirements: 60 HZ, single-phase.
 - 2. One 3/4-horsepower pump for diesel service.
 - a. Electrical requirements: 60 HZ, single-phase.
- C. Pumps shall be designed for installation in a Class 1, Group D location.
- D. Pumps shall be sized for installation through a 4-inch fitting.
- E. Pumps shall be compatible with the fuel to be transferred.
- F. Provide one new Control Box for each submersible pump.
 - 1. The Control Box shall be capable of acting as a secure lock-out-tag-out device.
- G. Provide and install one mechanical line leak detector on each submersible pump.
 - 1. The line leak detector shall be manufactured by the pump manufacturer and intended for use on the equipment provided.
 - 2. Line leak detector shall be capable of detecting a leak of 3 gph at 10 psi.

- H. The submersible pumps shall be provided with, at a minimum, built in check valves, air eliminators, siphon check valve, pressure test screw and expansion relief valve.
- I. Provide two (2) 1.5-inch diameter by 12-inch long stainless steel flexible connectors to isolate the piping from vibration.
- J. Provide two (2) 1.5-inch diameter 2-way normally closed solenoid valves in accordance with Section 15110.

2.11 EMERGENCY SHEAR VALVES

- A. Provide two (2) rigidly anchored emergency shear valves for the diesel and gasoline dispensers.
- B. Valves shall be double-poppet valves designed for pressure applications with a fusible link designed to close the valve at 165 degrees Fahrenheit.
- C. Valve shall be equipped with an internal thermal relief valve designed to relieve pressures over 25 psi.
- D. Valves shall have male or female treaded ends of the same diameter as the fuel pipe.
- E. Emergency shear valves shall be anchored at the base to stabilizer bars located inside of the containment pan and anchored into the concrete fueling island pad.
- F. Emergency shear valves shall be equipped with test plugs.
- G. A single offset adaptor will be allowed for each dispenser.

2.12 UNDER DISPENSER CONTAINMENT PANS

- A. Provide two (2) UL Listed shallow under dispenser containment pans.
- B. Dispenser pans shall be located beneath the Owner Furnished gasoline and diesel dispensers.
- C. Dispensers, including hoses, nozzles and retractors, shall be removed, stored onsite and reinstalled by the Contractor.
- D. Dispenser pans shall be hydrostatically tested as described in Section 3.3 of this Section.

2.13 VENTING

- A. Provide one 2-inch atmospheric vent for each tank.
- B. Vents shall discharge upward and be protected from intrusion of rain with a weather proof hood with a noncorrosive screen not coarser than 30-mesh.
- C. Vents shall terminate 12' above ground level and be located where shown on the Drawings.
- D. The vent installations shall comply with the applicable sections of fire and mechanical codes, including, but not limited to, NFPA 30, NFPA 30A and the UFC.
- E. CARB EVR vents shall be provided as required by 310 CMR 7.24.

2.14 OWNER FURNISHED PRODUCTS

- A. Contractor shall drain, clean, remove, store and reinstall two (2) Wayne dispensers.
- B. Contractor shall provide two new mounting brackets for the dispensers:
 - 1. Manufacture: Wayne
 - 2. Dispenser Model No.: G6201D/27AGJK/W1
- C. Contractor shall reuse the existing FuelMaster system.
- D. Conduit and wiring from the FuelMaster terminal to the dispensers and fuel tanks shall be replaced by the Contractor.
- E. The existing canopy and footing shall remain.
- F. The existing fire suppression system shall remain.
- G. Contractor shall temporarily remove portions of the fire suppression support rack to allow for demolition and construction of the new fueling island concrete pad.
- H. Contractor shall be responsible for reinstalling the fire suppression system support rack and testing of the fire suppression system.

2.15 TEMPORARY FUEL STORAGE

- A. Provide two (2) 4,000-gallon double-walled, UL 2085 Fireguard thermally insulated horizontal steel tanks for the Owner's use during demolition and construction.
- B. Each of the temporary tanks shall be equipped with an overfill prevention valve meeting the requirements of this Section.
- C. Each temporary tank shall be equipped with a 3/4-horsepower pump for vehicle fueling.
- D. Pumps shall include hoses, nozzles, breakaways, hangars and equipment necessary to provide a fully functional fueling system.
- E. Temporary storage tanks will be located at the DPW garage.

2.16 FUEL DISPENSING HOSES

- A. The existing gasoline hose shall be reused.
- B. Provide one (1) new standard UL listed hose for diesel fuel service
 - 1. Maximum hose length shall be 13-feet
 - 2. Hose diameter shall be 1-inch
 - 3. One (1) new UL listed breakaway device shall be provided
 - 4. Provide one (1) new multi-plain swivel
- C. Provide one (1) new fuel nozzle for diesel service
 - 1. Nozzle shall be provided with a green hand warmer
 - 2. Nozzle diameter shall be 1½-inch, or a spout ring provided to prevent the diesel nozzle from being used in gasoline powered vehicles.

D. Provide one new hose retractor, OPW Pomeco, or equal

PART 3 EXECUTION

3.1 GENERAL

- A. Obtain all local permits prior to beginning demolition of the existing aboveground storage tanks and installation of new fuel storage tanks.
- B. Install new and owner furnished equipment in accordance with the manufacturer's instructions. Provide a copy of the Manufacturer's checklist with the closeout documentation.
- C. On behalf of the Owner, register the new equipment and serial numbers in accordance with the manufacturer's warrantee requirements.
- D. Furnish all labor, materials, equipment and supervisory, operating and monitoring personnel to conduct the Work as shown on the project Drawings and specified herein in a safe and professional manner. All work shall be conducted in accordance with NFPA 30 and 30A, 527 CMR 1.00, UL 1316, PEI P 200.
- E. Perform system tests in accordance with the manufacturer's recommendations, NFPA 30 and NFPA 30A.
- F. Contractor shall furnish and install all other items including hangers, supports, conduit, wiring and all other devices required to complete the system.
- G. Installation of equipment and materials shall be in accordance with the manufacturer's recommended practice, State code and the Project Manual. Where conflict occurs between regulatory requirements, the manufacturer's recommendation, code requirements and the Project Manual or plans, the more stringent requirements will take precedence.
- H. Trenches shall be free from material that may damage conduit. Care shall be taken so that foreign matter is not introduced into the excavation or backfill during Work.
- I. Provide warranty information for the storage tank and appurtenances.

3.2 INSTALLATION

- A. Work shall be installed in accordance with the manufacturer's printed instructions.
- B. Install piping in accordance with pump and dispenser manufacturer's recommendations. Provide offsets and fittings as necessary for piping installation.
- C. Provide 1 year warranty for workmanship and product defect for the storage tank and appurtenances.
- D. Provide pipe fittings, bushings, anchors, electrical wiring and ancillary equipment required to provide the Owner with a fully functional fuel system.

3.3 TESTING

- A. Tightness test the tank and piping following installation of the tank and all appurtenances.
 - 1. Provide documentation that the system has been tested in accordance with the manufacturer's recommendations, NFPA 30 and NFPA 30A.

B. Dispenser pan testing:

- 1. Contractor shall conduct a hydrostatic test of the dispenser leak detection pans by filling the pans to the top with water, or to the level that activates the leak detection sensor.
- 2. The test will be considered a failure if there is a loss of 1/8-inch or greater of water over a period of one hour.
- 3. Should the pans fail the hydrostatic test, the contractor shall be responsible for repairing or replacing the pan and retesting the failed equipment at no cost to the Owner.
- 4. Provide records of the hydrostatic test to the Owner. The records shall include the results of the test, date and time of the test and the name and company of the individual performing the test.

END OF SECTION

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Fuel Storage Tanks Replacement Project Town of Natick Department of Public Works

Voluntary Pre-Bid Conference Location: Natick DPW, 75 West St., Natick, MA

Date: January 30, 2018 at 8:00 a.m.

	Name	Company	Address	Phone & Fax	Email
1.	GARY ROBERTS	TIGHE & BOMO	53 SOUTHAMP TON RO. WESTFIEND MA	P: 413-875-1310 F:	EMROBERS O TIGHE BOND. COM
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4.	Marc Bitzer	Mass Fire Trehnologies	47 Hzywood Ave Wast SPA, ng fald	P: 4137318000 F:	Marc @ Muss Fire, com
5.	RANDY KESSLEN	MRC	19 Material Dr Franklini MA 020	P: 5083109 · 8005 F:	RHESSUERENACC. com
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9.	Cheny/Lemelin Hickman	a Lemela Enviro Servicus	70 N Chicopee St Chicopee MA	P: <i>413 598-855</i> 5	Chenyle lemelin Services, con

	Name	Company	Address	Phone & Fax	Email
10.	Adam Dennison	Boston Green	102 Charles	P: 781 689 9634	Adam d @
		Company	Eldvidge Dr	F:	Bostongreencompany.
11	Dealend	Lemela	vakeville MA	P: 413 598 8555	dan@lemelin
	Dan Zemanz	Enviro Survicus	Eldvidge De vakeville MA 70 N Chicopee St Chicopee	F:	Services
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Fuel Storage Tanks Replacement Project Town of Natick Department of Public Works

LOCATION: Natick DPW, 75 West St., Natick

DATE: January 30, 2018

START TIME: 10:00 a.m.

1. Introductions

- a. Owner & Engineer Introductions
- b. Sign-in sheet

2. Project Description

- a. Remove two existing 10,000-gallon ConVault aboveground storage tanks.
- b. Install two new 9,500-gallon UL2085 steel aboveground storage tanks.
- c. Replace the existing fuel monitoring system, sensors, conduit and cables.
- d. Provide new remote spill containers, piping, valves, safety railings and ancillary equipment.
- e. The existing dispensers, canopy, FuelMaster and fire suppression system shall be retained and reused.
- f. Provide two 4,000-gallon UL2085 tanks with fuel dispensing equipment for temporary use by the DPW during construction.
 - i. An amendment will be issued to include clarification that the temporary tank volumes will be 4,000-gallons.

3. Project Coordination/Work Constraints

- a. The existing facilities (buildings, parking lot) will remain in use by the Owner and Town residents throughout the construction period. Schedule and conduct activities to enable the existing facilities to be used continuously.
- b. Access into the DPW facility, which includes the William L. Chase Arena, can be routed through another entrance to allow for conduit replacement. Coordinate with the Town in accordance with Section 01310, Coordination.
- c. Review requirements of Section 01140, Work Restrictions.
- d. Review requirements of Section 01310, Coordination, for detailed coordination requirements and sequence of construction guidelines.
- e. Coordinate with other on-going work on site (Article 7, Section 00700).

4. Preparation of Bid

- a. Refer to Section 00200, Instructions to Bidders.
- b. Submit 1 copy of complete Bid package (Section 00410 & other forms).

- c. Bid Security
- d. Bid Bond
- e. Written questions must be received at least 5 business days prior to bid opening or the questions may not be answered.
- f. Addenda will be issued at least 3 business days prior to Bid opening.

5. Bidder Qualifications

- a. Contractor shall have a minimum of ten-year experience in the installation of equipment of similar size, type and capacity.
- b. Contractor shall have completed five projects of similar scope within the past two -years.

6. Bid Opening - February 15, 2018 at 11:00 a.m.

- a. Bids shall be submitted to the Procurement Office, located in the DPW Building, 75 West St., Natick, MA 01760
- b. Bids are valid for 30 days.

7. Contract Times (Section 00520, Agreement)

- a. Substantial Completion 150 calendar days after Notice to Proceed
- b. Final Payment 180 days after Notice to Proceed
- c. Liquidated Damages \$400.00 per day for each consecutive calendar day beyond 150 calendar days for which work is not substantially complete.
- d. Liquidated Damages \$800.00 per day for each consecutive calendar day beyond 180 calendar days for which work is not completed (final completion).

8. Permits (Section 00800, Supplementary Conditions, Paragraph SC-6.08)

- a. Local electrical permit from the Town of Natick
- b. Local trench permit from the Town of Natick
- c. Storage tank installation permit from the Town of Natick

9. Working Hours (Section 01140, Work Restrictions)

- a. Conduct work during weekdays, between the hours of 7:00 a.m. and 3:30 p.m. No equipment or machinery may be started at the site before 7:00 a.m. and all equipment must be shut off by 3:30 p.m.
- b. No work on official Owner holidays except under extenuating circumstances approved by the Owner.

10.Materials/Work Furnished by Owner

a. Products to be provided by the Owner are detailed in Section 01640 Owner Furnished Products.

11. Progress Payments (Section 00520 Agreement)

b. Monthly payments - 5% retainage withheld

12. Final Payment (Article 14.07, Section 00700)

Pre-Bid Conference Agenda Tighe&Bond

- a. Contractor submits final Application for Payment, including
 - Documentation required by Contract Documents, including evidence of insurance
 - Consent of surety to final payment
 - · List of unsettled claims against Owner & Contractor
 - Release of liens
- b. Operation and Maintenance Manuals
- c. Waiver of Claims

13. Correction Period (Article 13.07, Section 00700)

a. 1-year after Substantial Completion

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Project Manual

Fuel Storage Tanks Replacement Project

Contract No.___

Town of Natick, Massachusetts Department of Public Works

January 2018



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DIVISION 0

BIDDING AND CONTRACT REQUIREMENTS

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 Fuel Tank Replacement Project at the Natick Fuel Depot, located off West Street in Natick. Sealed Bids shall be received for the General Contract until THURSDAY, FEBRUARY 8, 2018, 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 within the DPW Building 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 FUEL TANK REPLACEMENT."

The Work for this project consists of fuel tank replacement at the Natick Fuel Depot, which is located off West Street in Natick. 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.

A voluntary Pre-Bid Conference will be held on <u>TUESDAY</u>, <u>JANUARY 23</u>, <u>2018 at 10:00 A.M. at the project site</u>.

Bidding documents are available electronically from Tighe & Bond's website at: http://www.tighebond.com/Projects_Out_to_Bid.php, beginning at 11:00 A.M. local time on Thursday, January 4, 2018. Prospective bidders must complete a one-time registration process on the web site in order to receive log-in credentials. Bidders must log in to the web site to download bidding documents for the project. Bidders will be added to the "planholders" or prospective bidders list upon downloading the bidding documents for the project. Bidding documents 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 https://www.tighebond.com/Projects_Out_Downloading_the_bid_php_, beginning at 11:00 A.M. local time on https://www.tighebond.com/Projects_Out_Downloading_the_bid_php_, beginning at 11:00 A.M. local time on <a href="https://www.tighebond.com/Projects_Out_Downloading_the_bid_php_, beginning at 11:00 A.M. local time on <a href="https://www.tighebond.com/Projects_Out_Downloading_the_bid_php_, beginning at 11:00 A.M. local time on <a href="https://www.tighebond.com/Projects_Out_Downloading_the_bid_php_

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."

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.

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

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

TOWN OF NATICK

<u>Board of Selectmen</u>

Jonathan H. Freedman, Chairman
Susan G. Salamoff, Vice Chairman
Richard P. Jennett, Jr., Clerk
Michael J. Hickey, Jr., Member
Amy K. Mistrot, Member

Town Administrator
Martha L. White

Director of Public Works
Jeremy Marsette, P.E.

Tighe & Bond, Engineer
Gary M. Roberts, Project Manager

SECTION 00200

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 the Town of Natick Department of Public Works (hereinafter known as the OWNER) at the office of the Procurement Officer, located in the DPW Building, 75 West Street, Natick, MA 01760, until THURSDAY, FEBRUARY 8, 2018, at 11:00 A.M., local time, and then at said office be publicly opened and read aloud at a location to be determined within the DPW building. The clock in the Procurement Office shall be considered official. No faxed, email, or conditional bids shall be accepted. If the Procurement Office within the DPW Building is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 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 Contract FUEL TANK REPLACEMENT" 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 8:00 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 Thursday, January 4, 2018, legal holidays excluded.
- 1.5 Bidding documents are available electronically from Tighe & Bond's website at: http://www.tighebond.com/Projects_Out_to_Bid.php, beginning on Thursday, January 4, 2018, at 11:00 A.M. local time.
- 1.6 DELETED.
- 1.8 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.

- 1.9 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.
- 1.10 A voluntary pre-bid meeting will be held on <u>TUESDAY</u>, <u>JANUARY 23, 2018</u>, 10:00 A.M. at the project site.

2. SCOPE OF WORK/LOCATION OF WORK:

- 2.1 The Work for this project consists of removing the existing aboveground fuel tanks and equipment and installing new aboveground storage tanks and equipment at the Natick Department of Public Works. The Contractor shall supply all labor, materials and equipment necessary to complete the work shown on the Contract Drawings and hereinafter contained in the Specifications.
- 2.2 The location of work of this project is off West Street in Natick.
- 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.

4. FORM OF BID:

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

N-5012/11/14/2017 00200-2 Instructions to Bidders

- 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 <u>Bid</u> 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 <u>Bid</u> 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 Only Bids from CONTRACTORS experienced in the installation of aboveground storage tanks and fleet fueling systems, or utilization of experienced sub-contractors will be favorably considered by the OWNER, and each Bidder shall include in the space provided in the Bid, evidence of such 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 ten (10) successful years of experience in installation of aboveground fuel storage tanks and equipment of similar size and five projects of similar scope within the past two (2) years.

N-5012/11/14/2017 00200-3 Instructions to Bidders

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 ENGINEER via the Tighe & Bond website for bidding document distribution at: from Tighe & Bond's website at: http://www.tighebond.com/Projects Out to Bid.php, at least five (5) days before the established date for receipt of Bids. Prospective bidders must be registered users of the web site to submit questions regarding the project. 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 three (3) days prior to the receipt of Bids, these Addenda will be uploaded to the Tighe & Bond bidding website for access to those prospective Bidders known to have taken out sets of the Drawings and other Contract Documents.
- 8.4 Addenda notification will not be distributed by email to parties recorded by the Engineer as having received bidding documents. The prospective bidders must 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. Failure by any Bidder or prospective Bidder to login to the bidding website and download the Addenda will not invalidate the issuance of the Addenda 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.

N-5012/11/14/2017 00200-4 Instructions to Bidders

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 <u>after</u> the time specified will <u>not</u> be accepted.

N-5012/11/14/2017 00200-5 Instructions to Bidders

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 <u>Bid</u>. 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.

N-5012/11/14/2017 00200-6 Instructions to Bidders

13. AWARD OF CONTRACT:

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 <u>one hundred percent</u> (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".

N-5012/11/14/2017 00200-7 Instructions to Bidders

- 15.3 The Successful Bidder shall provide an endorsement or endorsements which indicate that the Town of Natick and Tighe & Bond, Inc. are 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 It is the intention of this Contract to complete the work, in operating condition, as soon as practicable, but not later than one-hundred and fifty (150) consecutive calendar days after the start date (substantial completion) to be indicated on the Notice to Proceed.
- 19.3 The Successful Bidder agrees to pay as liquidated damages, the sum of four hundred (\$400.00) per day for each consecutive calendar day beyond one-hundred and fifty (150) calendar days for which work in not substantially completed and eight hundred (\$800.00) per day for each consecutive calendar day beyond one-hundred and eighty (180) calendar days for which all work included in the Contract Documents is not completed (final completion) and agrees that this sum is not contingent upon any financial losses incurred by the OWNER due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from CONTRACTOR'S payment.

N-5012/11/14/2017 00200-8 Instructions to Bidders

- 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.
- 19.6 CONTRACTOR to schedule the work in a way that will minimize downtime of fleet fueling system and will proceed on a continual basis until all work is 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 Not withstanding 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 Not withstanding 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 entitled "Fuel Storage Tank Replacement Project" prepared by the Engineer.

22. UNBALANCED BIDS:

- 22.1 A Bidder shall not submit unbalanced prices for any of the Bid items on the <u>Bid</u>. 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 <u>Bid</u> 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.

N-5012/11/14/2017 00200-9 Instructions to Bidders

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.

26. MINIMUM PREVAILING WAGE RATES:

- 26.1 Minimum Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, (the Prevailing Wage Act) apply to this project. It is the responsibility of the CONTRACTOR, before Bid opening, to request if necessary, any additional information on Minimum Prevailing Wage Rates for those tradespeople who are not covered by the following schedule of prevailing wage rates, but who may be employed for the proposed work under this Contract.
- 26.2 Minimum prevailing wage rates to be used for this Contract are contained in Part I of the Supplementary Conditions.
- 26.3 Regulations for the Prevailing Wage Act state that payment of compensation to workmen for work performed on public work on a lump sum basis, piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act regardless of the average hourly 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.

N-5012/11/14/2017 00200-10 Instructions to Bidders

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 <u>Bid</u> 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.

N-5012/11/14/2017 00200-11 Instructions to Bidders

- In connection with the performance of work under this Contract, the CONTRACTOR shall 28.3 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).

N-5012/11/14/2017 00200-12 Instructions to Bidders

SECTION 00410

FUEL STORAGE TANK REPLACEMENT PROJECT Natick Department of Public Works

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 will be completed in operating condition as soon as practicable, but no later than the time specified in the Bid Documents thereafter, unless an extension of time is granted. Bidder further agrees to pay as liquidated damages, the sum of Four Hundred Dollars (\$400.00) for each consecutive calendar day thereafter that all the work, is not substantially completed, Bidder further agrees to pay as liquidated damages the sum of Eight Hundred Dollars (\$800.00) for each consecutive day thereafter, that all is work is not completed (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.

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

Bidder acknowledges receipt of Addenda ______ through _____.

N-5012/9/26/2017 00410-1 Bid Form

BID FORM

Item	Item Name and Lump Sum Bid Prices	Total Amount of
Number	Written in Words and Figures	Item (in figures)
1	For Mobilization, up to 5% of the total bid price, the total lump sum price of:	
		\$
	(Item Price in Words)	
2	Temporarily provide two (2) UL 2085 horizontal steel storage tank for the Owner's use through construction, to include transportation to and from the site and proper cleaning and preparation for transportation, the total lump sum price of:	
		\$
	(Item Price in Words)	
3	Cleaning, demolition, transportation and disposal of two (2) 10,000-gallon Convault aboveground storage tanks and associated equipment, the concrete fueling island pad, disposal of up to two (2) cubic yards of petroleum impacted soils, and electrical demolition, the total lump sum price of:	
		\$
	(Item Price in Words)	Ψ
4	Installation of two (2) new 9,500-gallon aboveground storage tanks, concrete fueling island, fuel pumps, and associated equipment to include fuel tank monitoring system and reinstallation of Owner furnished products, the total lump sum price of:	
		\$
	(Item Price in Words)	Ψ
	OTAL BID PRICE FOR BASE BID COMPARISON \$	
(Co	ontract Total Bid Price in Words) (Figure	es)

The Town will award the project based upon available funding. Bids will be compared based on base bid to determine the low bidder.

An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid.

N-5012/9/26/2017 00410-3 Bid Form

<u>STATEMENT OF EXPERIENCE:</u> 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 Information:
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 Information:
3. Description of Project (Include type of project, total value of Contract, date of completion, etc.):
Owner & Contact Person (Names, Addresses and Telephone Nos.):
Engineer & Contact Information:
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 Information:

N-5012/9/26/2017 00410-4 Bid Form

Owner &	c Contact Person (Names, Addresses and Telephone Nos.):
Engineer	r & Contact Information:
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.
on, or a treas awarding auth Bidder may v	Il be accompanied by a <u>Bid Deposit in the form of a Bid Bond</u> , or cash, or a certified check surer's or cashier's check issued by, a responsible bank or trust company, payable to the hority. The amount of such Bid Deposit shall be five percent (5%) of the value of the Bid. No withdraw his Bid for a period of thirty (30) days after the date of Bid opening, excluding and holidays.
Contract Pric	ce Bond and a Payment Bond, each in the amount of one hundred percent (100 %) of the ce, with a corporate surety approved by the OWNER, shall be required for the faithful of the Contract.
BIDDER: The follows:	ne full name and residence of all persons and parties interested in this Bid as Principals, is as

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.

N-5012/9/26/2017 00410-5 Bid Form

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	
Ву:	Attest:
Signature	Signature
Printed Name	Printed Name
Printed Title	Printed Title
By:Corporation Name	Business Address
Corporation Ivanic	Dusiness Address
State of Incorporation	Telephone Number
	Fax Number
Corporate Seal	Email Address

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.

Nam	e of Bidder:	
Addı	ress of Bidder:	
Tele	phone Number:	
By:		
•	Signature	
	Printed Name	
	Printed Title	
	Date	

TAX COMPLIANCE CERTIFICATION

Pursu	ant to M.G.L.	c.62C, Section 49A, the has complied		eby certifies under the Commonwealth	
	ng to the paymer ting of child supp	nt of taxes, to the reporting			
Nam	ne of Bidder:				
Add	ress of Bidder:				
Tele	phone Number:				
By:	C: t		_		
	Signature				
	Printed Name		_		
	D' (1774		<u> </u>		
	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:		
Telephone Number	:	
By:		
Signature		
Printed Name	;	
Printed Title		
Date		

CERTIFICATE AS TO CORPORATE BIDDER

Ι,	certify that	I am the	of the
corporation named as	Bidder in the Bid included h	nerein; that	, who signed said Bid
on behalf of the Bidde	er was then	of said cor	poration; that I know his signature; that
his signature thereon i	is genuine and that said Bid	was duly signed,	sealed and executed for and in behalf of
said corporation by au	uthority of its governing body	y.	
Name of Bidder:			Corporate Seal
Address of Bidder:			
Telephone Number:			
By:			
Signature			
Printed Name			
Printed Title			

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.

Date

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.

Nam	e of Bidder:	
Add	ress of Bidder:	
Tele	phone Number:	
Ву:		
J	Signature	
	Printed Name	
	Printed Title	
	Date	
	Duic	

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.

Com	pany Name:	
Sign	ature Title:	
Nam	e of Bidder:	
Addı	ress of Bidder:	
Tele	phone Number:	
By:		
<i>- J</i> · .	Signature	
	Printed Name	
	Finited 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.

Nan	ne of Bidder:	
Add	ress of Bidder:	
Tele	phone Number:	
1010	phone i tumoer.	
D		
By:	Signature	-
		-
	Printed Name	
	Printed Title	-
	Date	

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

CONTRACT INSURANCE REQUIREMENTS

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:

The undersigned certifies that he/she is aware of the insurance requirements of this Contract and he/she is

D.,..

Telephone Number:

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.

Nam	ne of Bidder:	
Add	ress of Bidder:	
Tele	phone Number:	
By:		
	Signature	
	Printed Name	
	Printed Title	
	Date	

SECTION 00430

BID BOND

	(Name of Contractor)
	(Address of Contractor)
a, h Individual)	ereinafter called PRINCIPAL and (Corporation, Partnership, or
	(Name of Surety)
	(Address of Surety)
hereinafter called Sure	ety, are held and firmly bound unto
the Town of Natick, M	Iassachusetts
	(Name of Owner)
Natick Town Hall, 13	East Central Street, Natick, MA 01760
	(Address of Owner)

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.

Dollars (\$

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 Fuel Tank Replacement.

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.

Principal	_
(Principal Secretary)	(SEAL)(s)
By	_
Signature	
Printed Name	_
Printed Title	_
(Address)	_
(Address)	_
ATTEST:	(Surety)

ATTEST

	Ву
(Witness as to Surety)	Attorney-in-Fact Signature
	Printed Name
	Printed Title
	(Address)
	(Address)

If Contractor is partnership, all partners should execute Bond.

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

SECTION 00520

AGREEMENT

THIS AGREEMENT made this	day of	in the year 2017, by and
between the Town of Natick, Massachusetts	s, Natick Town Hall, 13 Eas	t Central Street, Natick, MA 01760
(hereinafter called OWNER), by its Board of	of Selectmen, and	
doing business as a (Corporation, Partnersh	ip or Individual) hereinafter	called "CONTRACTOR."
WITNESSETH: That for and in considera OWNER and CONTRACTOR hereby agree	1 5	agreements hereinafter mentioned,
ARTICLE 1. WORK		

Documents as defined in Article 8 herein. The Work is generally described as follows:

CONTRACTOR shall commence the Work as specified or indicated in the AGREEMENT

- 1.2. The Work for this project consists of replacing tanks at the Natick Fuel Depot.
- 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

1.1.

2.1. The Project has been designed by Tighe and Bond, 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 AGREEMENT Documents in connection with completion of the Work in accordance with the AGREEMENT Documents.

ARTICLE 3. AGREEMENT TIME

3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and AGREEMENT Documents. The work will be substantially complete within one-hundred and fifty days (150) consecutive calendar days thereafter and final completion shall be within one-hundred and eighty (180) consecutive calendar days after AGREEMENT start date. The date all work will be completed is as indicated on the Notice to Proceed.

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) per day for each consecutive calendar day beyond one-hundred and fifty (150) calendar days for which work in not substantially completed and eight hundred (\$800.00) per day for each consecutive calendar day beyond one-hundred and eighty (180) calendar days for which all work included in the Contract Documents is not completed (final completion) and agrees that this sum is not contingent upon any financial losses incurred by the OWNER due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from CONTRACTOR'S payment.

ARTICLE 4. AGREEMENT PRICE

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

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

TOTAL AGREEMENT AMOUNT	Φ
IOTAL AUREEMENT AMOUNT	Ф

As permitted by law, specific items of this AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT Price, within the AGREEMENT Time and in accordance with the other terms and conditions of the AGREEMENT 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 AGREEMENT 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 AGREEMENT Price, within the AGREEMENT Time and in accordance with the other terms and conditions of the AGREEMENT 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 AGREEMENT Documents.
- 7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the AGREEMENT Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. AGREEMENT DOCUMENTS

The AGREEMENT 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 contained in Divisions 1 through 16, as listed in table of contents
- 8.12 Construction Drawings
- 8.13 Addenda numbers ___ to ___, inclusive.
- 8.14 Change Order(s)

There are no AGREEMENT Documents other than those listed above in this Article 8. The AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT upon written notice to the CONTRACTOR.
- 11.15. The award of this AGREEMENT and the continued operation of this Contract are subject to appropriation by Natick Town Meeting of sufficient money to fund the Contract.
 - 11.16. OWNER may terminate this AGREEMENT upon written notice to the CONTRACTOR if a source of money to fund the AGREEMENT is lost during any year of the AGREEMENT term. In the alternative, the parties may agree in writing to amend the AGREEMENT to provide for an AGREEMENT 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 AGREEMENT 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:	<u>CONTRACTOR:</u>
Town of Natick, Massachusetts	Printed Name of CONTRACTOR
The Natick Board of Selectmen	
Jonathan H. Freedman, Chairman	Signature
Susan G. Salamoff, Vice Chairman	Printed Name
Richard P. Jennett, Jr., Clerk	Printed Title
Michael J. Hickey, Jr.	
Amy K. Mistrot	
Dated:	Dated:
	[CORPORATE SEAL]
	Attest

Owner Address for giving notices:	Contractor Address for giving notices:
Board of Selectmen Natick Town Hall 13 East Central Street Natick, MA 01760	
<u>CERTIFICATE OF A</u>	<u>PPROPRIATION</u>
	G.L. Chapter 44, Section 31C, this is to certify that an ilable therefore, and that the Natick Board of Selectmen ove all requisitions and execute change orders.
Virginia W. Cahill	
Comptroller	Date
APPROVED AS TO FORM ONLY (AND NOT AS	S TO SUBSTANCE):
John P. Flynn, Esq.	Date

CERTIFICATE OF CORPORATE AUTHORIZATION

I,	, Clerk of	, a
corporation organized pur	rsuant 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
A quorum was present an	d 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	or Corporation)
authorized, directed and e	mpowered for, in the name and on behalf	f of this Corporation to sign seal with the
corporate seal, execute,	acknowledge and deliver all contract	s, bonds and other obligations of the
Corporation, with the Tov	wn of Natick, acting by and through the	Town of Natick, Massachusetts, 13 East
Central Street, Natick, MA	A 01760; the execution of any such contra	ract, 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 th	e Clerk of this Corporation setting forth
this vote shall be delivered	d to the Town of Natick.	
I further certify that		
	(Name of Off	ficer)
is duly elected		of said Corporation.
	(Title)	
Signed:		
Printed Name:		
Printed Title:		
Date:		
Place of Business:		
	AFFIX CORPORA	TE SEAL
COUNTERSIGNATURE	E:	
	(Name and Title of	f Officer)
Date:		

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

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

Contractor's Certification

	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

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

Subcontractor's Certification

Name of Pro	ject
	to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute of 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 Contractor)
	Printed Name
	Printed Title
	herein; and will obtain from each of its Subcontractors and submit to the contracting or administer agency prior to the award of any subcontract under this contract the Subcontractor certificate required by these bid conditions. (Signature of authorized representative of Contractor) Printed Name

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.

Date

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 be ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by the presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a cert contract with the Owner, dated the day of 201 , a copy of which is hereto attached a made a part hereof for Fuel Storage Tank Replacement Project.

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 Owner, with or without notice to the Surety and during the one (1) 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 security, 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.

N-5012/9/26/2017 00610-2 Performance Bond

WITNESS WHEREOF, this instrume	ent is executed in fiv	e (5) counterparts, each of which n
shall be deemed an original, this	day of	, 201 .
ATTEST:		
Principal		
(Principal Secretary)		
(SEAL)(s)	Ву	C' - martena
		Signature
		Printed Name
		Printed Title
		(Address)
	(Sur	ety)
ATTEST:		
By(Witness as to	Surety) Attorney in	Fact Signature
	Printed Name	
	Printed Title	
	(Address)	

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

N-5012/9/26/2017 00610-3 Performance 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.

N-5012/9/26/2017 00610-4 Performance Bond

SECTION 00615

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that (Name of Contractor) (Address of Contractor) , hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual) (Name of Surety) (Address of Surety) hereinafter called Surety, are held and firmly bound unto the Town of Natick, Massachusetts (Name of Owner) Natick Town Hall, 13 East Central Street, Natick, MA 01760 (Address of Owner) hereinafter called Owner, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of Dollars (\$ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the day of 20, a copy of

which is hereto attached and made a part hereof for Fuel Storage Tank Replacement Project.

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.

be deemed an original, this	ment is executed in	five (5) counterparts, each of which sha
day of	20	
ATTEST:		
		Principal
(Principal Secretary)	_	
	To the state of th	
(SEAL)(s)	<u>By</u>	Signature
		Printed Name
		Printed Title
		(Address)
	(Surety)	
ATTEST:		
By		
	o Surety) Attorney-	-in-Fact Signature
	Printed Name	
	Printed Title	
	(Address)	

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

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By







PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

a practice division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

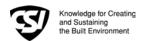
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This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers 1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies 1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers 1801 Alexander Bell Drive, Reston, VA 20191-4400

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

NOTE:

6.09

6.10

6.11

6.12

Highlighted text (Substantial Completion) indicates the paragraph has been amended. Stricken text indicates the paragraph has been deleted or superseded.

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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
- 1. Addenda--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
- 2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
- 3. Application for Payment--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 4. Asbestos--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 5. Bid The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 6. Bidder--The individual or entity who submits a Bid directly to Owner.
- 7. Bidding Documents—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
- 8. Bidding Requirements—The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

- 9. Change Order—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- 10. Claim--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- 11. Contract--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- 12. Contract Documents Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- 13. Contract Price--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
- 14. Contract Times--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
- 15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.
- $16. \ \textit{Cost of the Work--} See \ Paragraph \ 11.01. A \ for \ definition.$
- 17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- 18. Effective Date of the Agreement--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 19. *Engineer*--The individual or entity named as such in the Agreement.

- 20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
- 21. *General Requirements--*Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
- 22. Hazardous Environmental Condition—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
- 23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 24. Laws and Regulations; Laws or Regulations-Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 25. *Liens--*Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
- 26. *Milestone--*A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 27. *Notice of Award--*The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
- 28. *Notice to Proceed-*-A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
- 29. Owner-The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
 - 30. PCBs--Polychlorinated biphenyls.
- 31. Petroleum--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

- 32. *Progress Schedule--*A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- 33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- 34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
- 35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.
- 37. Resident Project Representative--The authorized representative of Engineer who may be assigned to the Site or any part thereof.
- 38. Samples--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 39. Schedule of Submittals--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
- 40. Schedule of Values--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- 41. Shop Drawings--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 42. *Site--*Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
- 43. Specifications--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

- 44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- 45. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 46. Successful Bidder—The Bidder submitting a responsive Bid to whom Owner makes an award.
- 47. Supplementary Conditions--That part of the Contract Documents which amends or supplements these General Conditions.
- 48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 49. Underground Facilities--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 50. *Unit Price Work*--Work to be paid for on the basis of unit prices.
- 51. Work--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 52. Work Change Directive—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

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

1.02 Terminology

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

B. Intent of Certain Terms or Adjectives

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

C. Day

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

D. Defective

- 1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents, or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

- 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

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

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

2.04 Starting the Work

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

2.05 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
- 1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
- 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

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

2.07 Initial Acceptance of Schedules

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

- 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
- 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
- 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
- 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

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

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

- 1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
- 2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
- 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

- 1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work

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

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

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

3.05 Reuse of Documents

- A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:
- 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
- 2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.
- B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

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

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

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 Availability of Lands

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

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

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

- A. *Reports and Drawings:* The Supplementary Conditions identify:
- 1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
- 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.
- 4.03 Differing Subsurface or Physical Conditions

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

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or
- 3. differs materially from that shown or indicated in the Contract Documents; or

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

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

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

C. Possible Price and Times Adjustments

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

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

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

- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

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

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

4.04 Underground Facilities

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

- 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data,
 - b. locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

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

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

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

4.05 Reference Points

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

4.06 Hazardous Environmental Condition at Site

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

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

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

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

5.03 *Certificates of Insurance*

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

5.04 *Contractor's Liability Insurance*

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

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

- 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts:
- claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
- 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
- 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;



- 3. include completed operations insurance;
- 4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
- 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
- 6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
- 7. with respect to completed operations insurance, and any insurance coverage written on a claimsmade basis, remain in effect for at least two years after final payment.
 - a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 Owner's Liability Insurance

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

5.06 Property Insurance

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

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

- 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious collapse, mischief, earthquake, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
- 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
- 5. allow for partial utilization of the Work by Owner;
 - 6. include testing and startup; and
- 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

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

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

5.07 Waiver of Rights

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

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

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

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

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

5.08 Receipt and Application of Insurance Proceeds

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

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

5.09 Acceptance of Bonds and Insurance; Option to Replace

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

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

5.10 Partial Utilization, Acknowledgment of Property Insurer

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

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

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

received from the superintendent shall be binding on Contractor.

6.02 Labor; Working Hours

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

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

6.03 Services, Materials, and Equipment

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

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

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

6.04 Progress Schedule

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

- 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
- 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

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

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

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

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,
- 3) it has a proven record of performance and availability of responsive service; and
- b. Contractor certifies that, if approved and incorporated into the Work:

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

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

2. Substitute Items

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
- 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;

2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
- b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

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

3) will identify:

- a) all variations of the proposed substitute item from that specified, and
- b) available engineering, sales, maintenance, repair, and replacement services:
- 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

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

- F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.
- 6.06 Concerning Subcontractors, Suppliers, and Others
- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
- 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor
- 2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

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

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an approagreement between Contractor and Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

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

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

6.08 Permits

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

6.09 Laws and Regulations

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

- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

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

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, employees, agents, consultants partners, subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 Record Documents

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

6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 1. all persons on the Site or who may be affected by the Work;
- 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site: and
- 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

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

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

6.14 Safety Representative

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 Shop Drawings and Samples

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

1. Shop Drawings

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

- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
- 2. Samples: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
 - a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
 - c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
 - d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

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

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

D. Engineer's Review

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- 3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

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

6.18 *Continuing the Work*

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

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

6.19 Contractor's General Warranty and Guarantee

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

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
- 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
- 2. recommendation by Engineer or payment by Owner of any progress or final payment;
- 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
- 4. use or occupancy of the Work or any part thereof by Owner;
- 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.



ARTICLE 7 - OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

properly integrate with such other work. Contractor shall

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

- 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
- 2. the specific matters to be covered by such authority and responsibility will be itemized; and
- 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 **Insurance**

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

Change Orders 8.07

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

A.Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

A. Engineer's Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. Notice: Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment elaimed is the entire adjustment to which the elaimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.
- 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
- 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
- 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

- Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
- 4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 - 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - e. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.
- C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

Allowances

- 1. Contractor agrees that:
- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

- 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
- 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
- 2. there is no corresponding adjustment with respect any other item of Work; and
- 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
- 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
- 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

- 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
- 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

e. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
- 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
- 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
- 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

- 1. repair such defective land or areas; or
- 2. correct such defective Work; or
- 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
- 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.



ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

- 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
- 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

- 1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

e. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

e. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

e. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

e. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of eompletion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative eertificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative eertificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

- 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
- 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
- 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
- 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

e. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

- 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
- 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
- 3. Contractor's disregard of the authority of Engineer; or
- 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
- 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
- 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution eosts) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



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."

Insert the following sentence just prior to the last sentence of paragraph 4.04-A of the General Conditions:

SC-4.04

"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 additional insureds 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 subsubcontractors 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 <u>Commercial General Liability</u> 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.

Personal Injury \$1,000,000.
 Medical Expense \$ 5,000.

- B-1 Automotive Liability including but not limited to:
 - 1. Scheduled Autos
 - 2. Hired Autos
 - 3. Non-Owned Autos
- B-2 Limit for Automotive Liability at a minimum shall be:
 - 1. Combined Single Limit \$1,000,000.
- C-1 Worker's Compensation and Employer's Liability
- C-2 Limits for Worker's Compensation and Employer's Liability at a minimum shall be:
 - 1. Worker's Compensation

Statutory Amount

2. Employer's Liability

Each Accident \$1,000,000. Disease - Policy Limit \$1,000,000. Disease - Each Employee \$1.000,000.

D-1 Provide Excess Umbrella for Liability Coverage. Use of Umbrella to meet other insurance limits will not be accepted. Limits for liability at a minimum shall be:

Each Occurrence \$5,000,000
 General Aggregate \$5,000,000

Excess Liability Insurance, Umbrella Form shall be following form,

- providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- E-1 Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.
- F-1 Certificates evidencing such insurance in five (5) copies shall be furnished to the Town of Natick at the execution of the Contract. Such certificates shall not merely name the types of policies provided, but shall specifically refer to the Contract and shall state that such insurance is as required by the Contract. With the certificates, the Contractor shall submit an insurance certification form from insurer/insurers, indicating that the coverages provided do in fact satisfy all the insurance requirements listed under ARTICLE 5 of the General Conditions, and the amendments thereto under the Supplementary Conditions. The insurance certification form is included in Part II of the Supplementary Conditions.

The Contractor shall also be required to provide to the Owner with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess umbrella liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

No insurance shall be obtained from an insurer which:

- a. is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- b. is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better."
- G-1 The Contractor shall make no claims against the Town of Natick or its officers for any injury to any officers or employees or for damage to its equipment arising out of work contemplated by the Contract."
- SC-5.05 Delete paragraph 5.05 of the General Conditions in its entirety, and insert the following paragraphs in its place:
 - "5.05-A Contractor shall purchase and maintain a <u>separate</u> Owner's Protective Liability policy, issued to Owner at the expense of Contractor, with the <u>Owner</u> and <u>Engineer</u> only as named insured. This insurance shall provide coverage for not less than the following amounts:

- General Aggregate \$3,000,000.
 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 <u>Installation Floater</u> 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 <u>Builder's All-Risk</u> 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.
- 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 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 aboveground storage tank installation and inspection fee(s) 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. Chapter149, 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 Subsubcontractor will be entitled to a fifteen (15%) percent mark-up, the Subcontractor to a five (5%) percent mark-up, and the Contractor to a five (5%) percent markup);
 - (4) if the net change is in addition to the contract price, it shall include the Contractor's overhead, superintendence, and profit. On any change which involves a net credit, no allowances for overhead, superintendence, and profit shall be figured;
 - (5) plus actual direct premium cost of payment and performance bonds required of the Contractor and its

Subcontractors, provided there will be an appropriate credit for bond premiums in the case of a credit Change Order.

d. If unit prices are stated in the Contract Documents or subsequently agreed upon, or if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

SC-10.03 WORK PERFORMED UNDER PROTEST

The Contractor shall perform all work as directed by the Owner and if the Owner determines that certain work for which the Contractor has requested a Change Order does not represent a change in the Contract, or if the Contractor and Owner cannot agree to the amount of compensation for a Change Order, the Contractor shall perform said work under protest and shall follow the procedures described in the following subparagraphs a. and b.:

- a. If the Contractor claims compensation for a Change Order not approved by the Owner, the Contractor shall, on or before the first working day following commencement of any such work or sustaining of any such damage, submit to the Owner's representative a written statement of the nature of such work or damage sustained. The Contractor will not be entitled to compensation for any portion of its Change Order claim related to work performed prior to the Owner's receipt of the written statement referred to in the previous sentence.
- b. On or before the second (2nd) working day after the commencement of such work or sustaining of such damage, and daily thereafter, the Contractor shall file to the extent possible with the Engineer and the Owner itemized statements of the details and costs of such work performed or damage sustained; and unless such statements shall be made as so required, its claim for such compensation shall be forfeited and invalid and it shall not be entitled to payment on account of any such work or damage.
- c. The Owner shall have the right to reject Change Orders executed by the Contractor under a reservation of rights.

SC-10.04 COMPUTING TIME EXTENSIONS

Contract Time shall not be changed due to a delay in the Contractor's early

completion date until all Contract Float is used and performance of the specified work necessarily extends beyond the Contract Time. An extension in Contract Time will not be approved unless the Contractor demonstrates through a detailed CPM schedule analysis that unforeseeable causes, beyond the control of and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers at any tier, led to performance or completion of all or part of the work beyond the corresponding Contract Time despite the Contractor's reasonable and diligent actions. If granted, an extension in Contract Time shall be the Contractor's sole and exclusive remedy for any delay, disruption, interference, hindrance, and associated costs, however caused.

SC-10.05 STATUTORY PROVISIONS – DIFFERING SITE CONDITIONS; TIMELY DECISIONS

The Contractor's attention is directed to M.G.L. c.30, Sections 39I, 39J, 39N, 39O, and 39P, the provisions of which apply to the Contract.

a. Differing Site Conditions, M.G.L. c.30, Section 39N.

If, during the progress of the work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents either the Contractor or the Owner may request an equitable adjustment in the Contract price applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions as discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Owner shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are of such nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the work, the Owner shall upon submission by the Contractor of a properly submitted change order request, make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly.

b. Timely decision by the Owner. M.G.L. c.30, Section 39P.

Whenever the Contract requires the Owner or the Engineer to make a decision during construction of the Project on interpretation of the specifications, approval of equipment, material, or any other approval, or progress of the work, that decision shall be made promptly and, in the event, no later than thirty (30) days after receipt of a written submission for such decision by the Contractor, but if such decision requires extended investigation and study, the Owner or the Engineer shall, within thirty (30) days after the receipt of the submission, give the Contractor written notice of the reasons why the decision cannot be made within the thirty (30) day period and the date by which the decision will be made."

SC-10.06 CERTIFICATE OF APPROPRIATION

(Statutory reference: M.G.L. c.44 §31C)

The contract shall not be deemed to have been made until the auditor or accountant or other officer of the city or town having similar duties has certified thereon that an appropriation in the amount of the contract is available therefor and that an officer or agent of the city, town, or Awarding Authority has been authorized to execute said contract and approve all requisitions and change orders. No order to the Contractor for a change in or addition to the work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the Contractor is willing to perform without any increase in the contract price, shall be deemed to be given until the auditor or accountant, or other officer of the Awarding Authority having similar duties, has certified thereon that an appropriation in the amount of such order is available therefore; but such certificate shall not be construed as an admission by the Awarding Authority of its liability to pay for such work. The certificate of the auditor or accountant or other officer of the Awarding Authority having similar duties that an appropriation in the amount of the contract or in the amount of such order is available shall bar any defense by the Awarding Authority on the grounds of insufficient appropriation."

ARTICLE 11- COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

- SC-11.01-A In paragraph 11.01-A of the General Conditions, in the last sentence, delete the word "and", in the second last line, and insert at the end of the last sentence the following text ", and shall include no markup".
- SC-11.01-A In paragraph 11.01-A.1 of the General Conditions, in the last line, insert "in advance, in writing," between the words "authorized" and "by".
- SC 11.01-A Add the following paragraph at the end of paragraph 11.01-A.2 of the General Conditions:

- "11.01-A.2.a. Only those materials required as a result of such Work and reasonable freight charges for delivery of same are allowable. Only the equipment and machinery required as a result of such Work is allowable. Costs for equipment and machinery shall be based upon the current Nielson/Dataquest Rental Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate the following shall apply:
 - a. For equipment already on the project the monthly prorated rental rate by the hourly use shall be applicable;
 - b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the Contractor's Fee as detailed in paragraphs 11.6 of the General Conditions.

(1 month (normal use) = 176 hours) (See 11.01-A.5.c. for equipment and machinery actually rented)."

Amend paragraph 11.01-A.5.a. of the General Conditions by adding the following language at the end of the paragraph:

", provided that the Contractor shall substantiate that this reimbursement payment is customarily considered normal to his operations."

Delete paragraph 11.01-A.5.c. of the General Conditions in its entirety and insert the following language in its place:

"11.01-A.5.c. All construction equipment and machinery and the parts thereof actually rented from others in accordance with rental agreements approved in advance, in writing, by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work."

Amend the first sentence of paragraph 11.01-A.5.f. of the General Conditions by striking out the following words:

"(except losses and damages within the deductible amounts of property insurance established by Owner in accordance with paragraph 5.06.D)."

and by deleting in the ninth line the word "negligence" and inserting in its place the words "act or omission".

- Delete paragraph 11.01-A.5.h. of the General Conditions in its entirety.
- SC-11.01-B In paragraph 11.01-B.4 of the General Conditions, in the first line, insert "or willful misconduct" between the words "negligence" and "of".
- SC-11.01-D In paragraph 11.01-D of the General Conditions, in the first paragraph, third line, delete the word "will" and insert in its place the word "shall".
- SC-11.01-D Add the following paragraphs after paragraph 11.01-D of the General Conditions: "11.01-D.1. Executed change orders shall be submitted to Owner in triplicate on the Change Order Form included in Part II of the Supplementary Conditions, and to the format of the Example Calculation Sheet also located in Part II of the Supplementary Conditions.
 - 11.01-D.2. The Contractor shall include three (3) copies of invoices to substantiate all costs for materials and equipment directly associated with work involved in the change order.
 - 11.01-D.3. The Contractor shall include three (3) copies of labor summary to include name, classification, wage and date for all personnel directly involved in the work associated with the change order."

ARTICLE 12 – CHANGE OF CONTRACT PRICE: CHANGE OF CONTRACT TIMES

- SC-12.01 In paragraph 12.01-A of the General Conditions, last line, delete "10.05" and insert in its place "10.03".
- SC-12.01 Delete paragraphs 12.01-C.2.a, through 12.01-C.2.c. of the General Conditions.
- SC-12.01-C Paragraphs 12.01-C.2.d. through 12.01-C.2.f. of the General Conditions shall be renumbered 12.-1-C.2.a. through 12-1-C.2.c., respectively.
- SC-12.01-C New paragraph 12.-1-C.2.a of the General Conditions (former paragraph 12.01-C-2.d.) shall read"
 - "No fee shall be paid on the basis of costs."
- SC-12.02 Delete paragraph 12.02-B of the General Conditions in its entirety and insert in its place the following:

"SC-12.02 TIME

12.02-B TIME IS OF THE ESSENCE

Time is of the essence in the performance of the Contract. By executing the

Contract, the Contractor represents that the time for performance stated in the Contract documents is a reasonable period for completing the Work to be performed under the Contract.

The Contractor shall prosecute the work with the diligence necessary to ensure its completion within the required time. The Contractor shall provide sufficient labor, materials, and equipment, and shall promptly take such appropriate action to recover schedule as may be necessary. The Contractor shall carry on the work and adhere to the schedule during all disputes and disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes and disagreements. The Contractor shall exercise reasonable precautions, efforts, and measures to avoid or mitigate situations which would cause delays.

If no specific date is identified in the Contract Documents for Final Completion of the Project or a particular phase of the Project, Final Completion of the Project or Project phase shall be achieved by the Contractor within thirty (30) calendar days after the date of Substantial Completion of the Project or Project phase."

12.02-C At least ten (10) working days before the first Application for Payment, the Contractor shall submit to the Engineer a Progress Schedule showing for each class of work included in the Schedule of Values, the percentage completion to be obtained and the total dollar value of work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

12.02-D The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Contract. The Progress Schedule will be reviewed by the Engineer for compliance with the requirements of this Article and will be accepted by the Engineer or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Engineer. The Engineer's review of the Progress Schedule shall not impose any duty on the Engineer or the Owner with respect to the timing, planning, scheduling, or execution of the Work. In particular, if the Contractor proposes a Progress Schedule indicating a date of Substantial Completion which is earlier than the Contract Time, the Contractor shall not be entitled to additional payment or compensation of any kind if, for any reason, the full Contract Time is required to achieve Substantial Completion of the Work.

12.02-E If in any Application for Payment the total value of the completed Work in place, as certified by the Engineer, is less than ninety (90%) percent of the total

value of the Work in place estimated in the Progress Schedule, the Owner shall have the right, at the Owner's option and without cost to the Owner, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitations: (i) working additional shifts or overtime, (ii) supplying additional workers, equipment, and facilities, and (iii) other similar measures (hereinafter referred to as "Extraordinary Measures"). The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

12.02-F If each of three successive applications for payment, as certified by the Engineer, indicate that the actual Work completed is less than ninety (90%) percent of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner's option, treat the Contractor's delinquency as a default.

12.02-G If the Engineer has determined that the Contractor should be permitted to extend the time for completion, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be adjusted 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, to the extent applicable, 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 subsubtrade 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 thirtynine 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, §390 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 §390)

- The Awarding Authority may order the Contractor in writing to a. suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.
- b. The Contractor shall submit the amount of a claim under provision (a) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

In the event a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as provisions a. and b. give the Contractor against the Awarding Authority, but nothing in provisions a. and b. shall in any way change, modify or alter any other rights which the Contractor or the Subcontractor may have against each other.

12.02-N LIQUIDATED DAMAGES

If the Contractor shall fail to achieve Substantial Completion within the Contract Time, it shall be liable to pay the Owner the daily amount as stipulated in the Contract not as a penalty, but as fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the Owner's actual damages. It is mutually understood that the said

- amount is a reasonable approximation or estimate thereof as of the date of the Contract. The said amount may be withheld from periodic or final payments due to the Contractor, in addition to retainage and other backcharges."
- SC-12.03 In paragraph 12.03-A of the General Conditions, in the eighth line, insert "acts or neglect by Engineer," after "acts or neglect by Owner".
- SC-12.03 In paragraph 12.03-C of the General Conditions, in the fifth line, insert "and Engineer" between "Owner" and "and".

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

- SC-13.03 Delete paragraph 13.03-B of the General Conditions in its entirety.
- SC-13.07 In paragraph 13.07-B of the General Conditions, in the last line, delete "will" and insert in its place "shall".
- SC-13.09 Add the following paragraph immediately after paragraph 13.09-D of the General Conditions:

"13.09-E In the event of an emergency caused by defective Work, if the Contractor fails to respond to notification within twelve (12) hours, the Owner may proceed with alleviating the condition, and at his option may impose a surcharge upon the Contractor or a decrease in the Contract Price to cover associated costs in relation thereto."

ARTICLE 14 -PAYMENTS TO CONTRACTOR AND COMPLETION

- SC-14.02 Delete paragraph 14.02 A, B and C of the General Conditions in their entirety and insert in its place the following:
 - "M.G.L. c.30, § 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 INSERT A NEW ARTICLE 18 IN THE GENERAL CONDITIONS AS FOLLOWS:

"ARTICLE 18: NONDISCRIMINATION IN EMPLOYMENT

18.01-A Contracts for work under this bid will obligate the Contractor and Subcontractors not to discriminate in employment practices.

18.02-A Contracts for work under this project will obligate the Contractor and Subcontractors to maintain not less than five (5%) percent ratio of minority employee man hours to total man hours.

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

18.04-A Successful Bidder shall submit a Contractor's Certification Form and a Subcontractor's Certification Form concerning its employment practices and policies in order to maintain its eligibility to receive the award of the Contract. These forms shall be submitted with the signed Contract Documents."

ARTICLE 19 - MISCELLANEOUS

SC-19.01-B Add the following new paragraph immediately after paragraph 19.01-A.2. of the General Conditions:

"19.01-B Both the address given in the Bid Form upon which this Agreement is founded, and Contractor's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered, the delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon Contractor; and the date of said service shall be the date of such delivery or mailing.

The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by Contractor, and delivered to Owner and Engineer in accordance with this Article 19. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon Contractor personally."

SC-19.01-C Add the following new paragraph 19.01-C to the General Conditions:

Notices given to the Owner shall be given to the Town Administrator, Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760, to the Director, Natick Department of Public Works, 75 West Street, Natick, MA 01760 and to the Engineer.

SC-19.05-A Delete paragraph 19.05-A (formerly 17.05-A) of the General Conditions and insert the following paragraph:

"A. This Contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law principles".

Insert the following new paragraphs 19.07 through 19.15 in the General Conditions.

"19.07 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 administrating 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 <u>may not</u> 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, <u>may</u> <u>not</u> 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 <u>shall</u> contain at least: the employee's name, address, occupational classification, hours worked and wages paid. <u>Do not</u> 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 whore 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.

- 1.0 State Government Provisions were current as of February 6, 2017.
- 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 balanced 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).

- A General Contractor or a Subcontractor shall enforce a claim to any portion of the (4) 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 one2 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 that is and estimated by the awarding authority to cost less than \$10,000 dollars shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The awarding authority shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. An awarding authority that utilizes a vendor on a statewide contract procured through the operational services division, or a blanket contract procured by the awarding authority pursuant to this section, shall be deemed to have obtained the contract through sound business practices.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-ofwork statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational

services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response.

An awarding authority may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this subsection. An awarding authority may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to this section or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost more than \$50,000, and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection (1) of section 44A of chapter 149, estimated to cost more than \$50,000 but not more than \$150,000, shall be awarded to the lowest eligible responsible bidder on the basis of competitive bids publicly opened and read by the awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of: (1) a bid bond, (2) cash, or (3) a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of the bid deposit shall be 5 per cent of the value of the bid. Any person submitting a bid pursuant to this section shall, on such bid, certify as follows:

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

(Name of person signing bid)
(Company)

This subsection shall not apply to the award of any contract subject to the provisions of sections 44A to 44J, inclusive, of chapter 149 and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency: (1) caused by enemy attack, sabotage or other such hostile actions or (2) resulting from an imminent security threat explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this subsection to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided, that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

- (b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the Awarding Authority or promptly given in writing by the Awarding Authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the Awarding Authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three (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 eightyone or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than \$50,000 awarded by a governmental body, as defined by section two of chapter thirty B, in accordance with the provisions of section five of said chapter thirty B; and (5) to any contract solely for the purchase of material awarded by a governmental body, as defined by section 2 of chapter 30B, in accordance with section 5 of said chapter 30B, or procured through the operational services division pursuant to sections 22 and 52 of chapter 7.
- (e) The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

1.1.5 CHAP. 30 MGL SECTION 39N

Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an Awarding Authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the Contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the Contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor; or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents

and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

1.1.6 CHAP. 30 MGL SECTION 390

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 Natick, 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) (A) Every contract or procurement for the construction, reconstruction, installation, demolition, maintenance or repair of a building by a public agency estimated to cost less than \$10,000 shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The public agency shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. A public agency that utilizes a vendor on a statewide contract procured through the operational services division of the commonwealth, or a blanket contract procured by the public agency pursuant to this subsection, shall be deemed to have obtained the contract through sound business practices.
- (B) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building estimated to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible person offering to perform the contract at the lowest price. The public agency shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the public agency and the time period within which the work shall be completed. The public agency shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response. A public agency may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this paragraph. A public agency may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to either section 39M of chapter 30 or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000. For purposes of this paragraph, the term "public notification" shall include, but not be limited to, posting at least 2 weeks before

the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the public agency, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the public agency; provided, however, that if the public agency obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the public agency, public notification is not required.

- (C) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than \$50,000 but not more than \$150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read in accordance with the procedure set forth in said section 39M of said chapter 30. The term "pumping station" as used in this section shall mean a building or other structure which houses solely pumps and appurtenant electrical and plumbing fixtures.
- (D) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than \$150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible general bidder on the basis of competitive bids in accordance with the procedure set forth in section 44A to 44H, inclusive.
- (E) When the general court has approved the use of an alternative mode of procurement of construction for a project pursuant to section 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 fortynine, 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.

TOWN OF 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

Certification of Appropriation under M.G.L. c.4 sufficient to cover the total cost of this Change	
Town Accountant	Date
Change Order	Form (continued)
Public Entity	
Project Number	Contract Number:
Change Order Number:	
Contract Title:	
Owner's Address:	
Contractor's Name:	
Contractor's Address:	
Description of Change	
Reason for Change	



SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Work of the Contract is shown and described in Drawings and Project Manual entitled:

Fuel Storage Tank Replacement Project Department of Public Works Town of Natick September 2017

> Tighe & Bond, Inc. Consulting Engineers Westfield, Massachusetts

- 2. The Work includes the following major items:
 - a. Remove and dispose of two (2) 10,000-gallon ConVault aboveground fuel storage tanks and appurtenances.
 - b. Install two (2) new 9,500-gallon double-walled steel aboveground storage tanks (UL 2085), electronic and mechanical tank gauging and electronic leak detection control systems, overfill prevention and spill containment systems.
 - c. Provide (2) 4,000-gallon double-walled aboveground storage tanks for temporary storage and dispensing of gasoline and diesel fuel for the DPW's use during construction.

1.2 SUBMITTALS

A. Informational Submittals

1. Submit copies of permits or approvals required for the Work, prior to initiating the Work.

1.3 EXISTING SYSTEM DESCRIPTION

A. The existing fuel dispensing system includes two (2) 10,000-gallon ConVault aboveground storage tanks located within a recessed containment area. The fueling system includes two (2) Wayne remote dispensers, remote spill containers, a Veeder-Root fuel monitoring system and FuelMaster fuel management system. The location of the tanks and dispensing system is shown in its approximate location on the Drawings.

1.4 PROJECT/SITE CONDITIONS

A. Permits

1. Obtain the permits and approvals listed below:

- a. Aboveground storage tank installation permits from the Town of Natick.
- b. Trench permits from the Town of Natick Department of Public Works.
- c. Permits and licenses of a temporary nature necessary to perform the Work.
- d. Permits for disposal of construction wastes including disposal and transportation of waste fuel.
- e. Other permits or licenses required for the Contractor's operations or required elsewhere in the Contract Documents and not included herein.
- 2. Obtain required time extensions to permits obtained by the Contractor, if construction authorized by permits has not been completed by the expiration date noted on these permits.
- 3. Obtain permits and approvals from appropriate jurisdictional agencies and property owners for use of premises not furnished by the Owner, and for all off-site areas.
- 4. Submit copies of permits prior to performance of Work authorized by permits.

B. Existing Conditions

- 1. Use of Premises and Off-site Work
 - a. The Work shall occur on the Owner's property within the limits of Work shown on the Drawings.
 - b. Land owned by the Owner is available for staging and is shown on the Drawings.
 - c. Obtain permits and approvals for use of any land and access thereto that is deemed necessary for the Work, where such land is not available for use by the Owner, including land for temporary construction facilities, access and egress, or for storage of materials. Confine apparatus and storage to such additional areas.
 - d. Provide for the disposal of waste materials off-site in accordance with all applicable laws.
 - e. Adhere to the limits of Work as indicated, to minimize obstruction to traffic and inconvenience to the Owner, general public, and residents in the vicinity of the Work, and to protect people and property. Keep fire hydrants on or adjacent to the Work accessible to fire fighting equipment at all times.
 - f. Make temporary provisions for the use of sidewalks and maintain functioning gutters, stormwater systems, drainage ditches, and culverts.
 - g. Maintain public access to businesses and residences including driveways and parking lots at all times during the Work.

PART 2 PRODUCTS

2.1 MATERIALS FURNISHED BY OWNER

A. Equipment to be reused by the Contractor is specified in Section 01640, Owner Furnished Products.

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01140

WORK RESTRICTIONS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Work Schedule
 - 2. Work Area
 - 3. Site Usage
- B. Related Requirements
 - 1. Section 01310 Coordination
 - 2. Section 01325 Scheduling of Construction

1.2 SUBMITTALS

A. Incorporate the requirements of this Section in the project schedule submitted under Section 01325.

1.3 WORK SCHEDULE

A. Conduct the Work during daylight hours on Monday through Friday, and within the time between 7:30 am and 3:30 pm. No work is to be done on Owner's holidays, Saturdays, Sundays or outside of the work hours described above.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 WORK AREA

A. Limits of construction are defined on the Drawings.

3.2 SITE USAGE

A. Locations of available staging areas are shown on the Drawings.

END OF SECTION

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SECTION 01290

APPLICATION AND CERTIFICATE FOR PAYMENT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

- 1. Definition and description of measurement and payment to be used for the Work
- 2. Payment procedures
- 3. Payment requests for stored materials

B. Related Requirements

1. Section 01295 - Schedule of Values

1.2 GENERAL

- A. The following paragraphs describe payment procedures for the work to be done under the respective items in the Bid Form.
- B. Each lump sum will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.
- C. Except as provided for in Section 01295, no separate measurement or payment will be made for Work called for in Division 0 or Division 1 of the Contract Specifications, unless specifically covered under the Bid items listed below. All costs associated with this Work will be considered incidental to the Contract Bid price.
- D. Division 2 through Division 16 Work will be measured and paid for at the Contractor's lump sum Bid price as indicated on the Bid form. Those payable Work items, and related prices as Bid, will be the basis for all compensation to the Contractor for Work performed under this Contract. Work not specifically included as a Bid item, but which is required to properly and satisfactorily complete the Work is considered ancillary and incidental to the Bid item Work, and payment for such Work is considered to be included in the values as Bid for payable items.

1.3 LUMP SUM ITEMS

A. Each lump sum price stated in the Bid form shall constitute full compensation for all labor, equipment and materials necessary and required to complete the work specified under that particular item, and also all costs for doing related work as set forth in the Contract Documents or implied in carrying out their intent.

B. Measurement

1. There will be no measurement of quantities for lump sum items. Periodic partial payments for this Work, included under the Agreement, shall be based

on the percent completion of each work item listed in the Schedule of Values provided under Section 01295 estimated by the Contractor and approved by the Engineer.

C. Payment

1. The lump sum payment for each item shall be full compensation for furnishing all labor, materials, tools, equipment, and services necessary to complete the Work in its entirety as detailed in the Contract Documents.

1.4 PAYMENT PROCEDURES

- A. Informal submittal: Unless otherwise directed by the Engineer:
 - 1. Make an informal submittal of request for payment by filling in, with erasable pencil, pertinent portions of EJCDC C-620, Contractor's Application for Payment, plus continuation sheet or sheets.
 - a. Electronic submission of the informal request for payment for review is acceptable in lieu of a pencil copy. The electronic submittal shall include all continuation sheets and be submitted as either an Adobe PDF or Microsoft excel file.
 - 2. Make this preliminary submittal to the Engineer monthly.
 - 3. Revise the preliminary submittal as approved by the Engineer and incorporate the approved payments into the formal submittal.
- B. Formal submittal: Unless otherwise directed by the Engineer:
 - 1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or electronically on EJCDC C-620, Contractor's Application for Payment, plus continuation sheet or sheets.
 - 2. Sign and notarize the Application for Payment.
 - 3. Submit the original of the Application for Payment, plus six (6) identical copies of the continuation sheet or sheets, to the Engineer.
 - 4. The Engineer will compare the formal submittal with the approved informal submittal and, if acceptable, will sign the Contractor's Application for Payment, and present the Application to the Owner.
 - 5. Provide a signed and notarized Certificate for Stored Materials and proof of storage in a dry, watertight, heated and insured warehouse facility.

1.5 PAYMENT REQUESTS FOR STORED MATERIALS

A. Requests for payment for stored materials shall be made in accordance with Section 00700 and shall be accompanied by the attached "Certificate for Stored Materials" form. Payment for stored materials shall not exceed the value actually paid by the Contractor for the stored materials as evidenced by the accompanying bill of sale, invoice, or other documentation.

Tighe&Bond

- B. Partial payment requests for materials stored or so-called "engineering costs" by equipment manufacturers will not be allowed. All such costs shall be distributed proportionately among the various items of equipment/hardware to be furnished.
- PART 2 PRODUCTS NOT USED
- PART 3 EXECUTION NOT USED

END OF SECTION

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CERTIFICATE FOR STORED MATERIALS

We,		Tighe & Bond Proj	ect No.
work have been delivered and are securely stored at the site or at and that we have title to said materials free and clear of all Liens, as evidenced by the attached bill of sale, invoice, or other documentation. We also certify that an inventory of said materials and/or equipment has been compiled for the purposes of this monthly partial payment request. This list of materials and/or equipment, including unit prices for said material not incorporated in the work for which payment is hereby requested, consisting of pages and dated, is signed and attached hereto. We acknowledge that payments made based on this request for materials and/or equipment not incorporated in the work does not relieve the contractor of its responsibility for furnishing all materials and equipment required for the satisfactory completion of the project pursuant to the contractual requirements. We further certify that we can and will adequately protect said materials and/or equipment until they are incorporated in the work; that they meet the requirements of the specifications, and that they will be needed for incorporation in the work in the near future. IN WITNESS WHEREOF, we, the said hereunto set our hand and seal this day of hereunto set our hand and seal this	We,equipment not incorporated in the work	, request payment for materials and/ok included under our firm's contract wit as listed below.	or th
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equipment not incorporated in the work does not relieve the contractor of its responsibility for furnishing all materials and equipment required for the satisfactory completion of the project pursuant to the contractual requirements. We further certify that we can and will adequately protect said materials and/or equipment until they are incorporated in the work; that they meet the requirements of the specifications, and that they will be needed for incorporation in the work in the near future. IN WITNESS WHEREOF, we, the said	compiled for the purposes of this monthly and/or equipment, including unit prices for which payment is hereby requested, c	partial payment request. This list of material said material not incorporated in the work for consisting of pages and date	ls or
equipment until they are incorporated in the work; that they meet the requirements of the specifications, and that they will be needed for incorporation in the work in the near future. IN WITNESS WHEREOF, we, the said	equipment not incorporated in the work doe for furnishing all materials and equipment	es not relieve the contractor of its responsibilit required for the satisfactory completion of the	ty
Contractor's Firm Name SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF By Title	equipment until they are incorporated in the	e work; that they meet the requirements of the	ne
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF By Title	IN WITNESS WHEREOF, we, the ereunto set our hand and seal this	said lag day of, 20	n-
By Title		Contractor's Firm Name	
Title	SIGNED, SEALED AND DELIVERED IN	THE PRESENCE OF	
Title		By	_
			-
	Notary Public		

SCHEDULE OF STORED MATERIALS

Job No. Contract No. Contractor: Location:				Date _ Pay E	stimate
Item	Description	Supplier/Manufacturer	Quantity Stored and not Incorporated	Unit \$	Certified Value
Signature:	Contractor's Princip	Total	Amount Due for Stored Mate	rials	

SECTION 01295

SCHEDULE OF VALUES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Schedule of Values

1.2 SUBMITTALS

- A. Action Submittals
 - 1. Submit an electronic copy of the Schedule of Values for approval within 10 days after the Effective Date of the Agreement.

1.3 SCHEDULE OF VALUES

- A. Schedule of Values shall be a detailed breakdown of the lump sum Work items showing values allocated to the various elements of the Work.
- B. The format of the Schedule of Values shall be a breakdown by Specification Section and content and shall be submitted on EJCDC C-620, Contractor's Application for Payment. The Engineer may require additional detailed documentation to support the values in the form of executed purchase orders, subcontracts, or other agreements.
- C. The Engineer will determine the level of breakdown and detail required. The breakdown shall include materials, installation, and start-up for equipment and controls where applicable. The final document will be the basis of payment requests for the duration of the Contract. No progress payment will be made until the Schedule of Values is approved by the Engineer.
- D. An unbalanced Schedule of Values providing overpayment on items of work performed first will not be accepted.
- E. At the Contractor's option, items for mobilization and demobilization may be included in the Schedule of Values. The combined value shall not exceed 5 percent of the Contract Price, and the values for mobilization and demobilization shall be equal. Payment for mobilization will be included in the first payment request after the Contractor has initiated full-time construction activity. Payment for demobilization will be included in the first payment request after Substantial Completion has been reached and all equipment has been removed from the Site.
- F. At the Contractor's option, an item for bonds and insurance may be included in the Schedule of Values. If included, requests for payment including values for bonds and insurance shall be accompanied by matching invoices.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01310

COORDINATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Project Management
 - 2. Coordination
 - 3. Project Meetings
- B. Related Requirements
 - 1. Section 01140 Work Restrictions
 - 2. Section 01325 Scheduling of Construction

C. Related Work Not Included

 Operation of existing facilities will be performed by the Owner unless otherwise specified. The Owner will assist in arranging operation of any existing facilities or equipment required by the Contractor to connect to existing facilities.

1.2 SUBMITTALS

A. Incorporate the requirements of this Section, as well as Work which may impact the existing system operation, or the operations of any adjacent utility, in the project schedule submitted under Section 01325.

B. Informational Submittals

- 1. Submit to the affected utility company, the Owner, and the Engineer, in writing, all requests for temporary shutdowns of facilities or interruption of operations. No shutdowns of facilities or interruptions to existing operations will be permitted except as outlined in this Section. Submit requests at least 2 weeks prior to the beginning of the Work requiring shutdown or interruption. No shutdown shall occur without the approval of the utility company or the Owner.
- 2. At the pre-construction conference, supply to the Owner the cell phone number of a responsible person who may be contacted during off-hours for emergencies 24 hours a day, seven days a week.
- 3. Prepare a contact list of phone numbers, including cell phone numbers, and emails for all Project personnel and submit to the Engineer at the preconstruction conference. Include Contractor, Owner, Engineer, and Town personnel including police, fire, and ambulance.

1.3 PROJECT MANAGEMENT

- A. Retain a full-time Superintendent/Project Manager, satisfactory to the Owner and Engineer. The Superintendent shall not be changed except with the consent of the Owner and Engineer. The Superintendent shall be in full charge of the Work.
- B. Complete the Work in a continuous uninterrupted operation. Use sufficient personnel and adequate equipment to complete the Work within the Contract Time.

1.4 COORDINATION

- A. Do not interfere with the Owner's existing operations.
- B. Coordinate with appropriate utility companies, as well as with the Owner, where the Work crosses or is adjacent to existing utilities.

1.5 PROJECT MEETINGS

A. Pre-Construction Conference

- 1. The Contractor shall be prepared to discuss the following subjects at the Pre-Construction Conference. Documentation for these items is required to be submitted within the time frames included in individual specification sections.
 - a. Project scheduling
 - b. Sequencing of critical path Work items
 - c. Shop Drawing procedures
 - d. Project changes and clarification procedures
 - e. Use of sites, access to Work areas, office and storage areas, security and temporary facilities
 - f. Contractor safety plan and representative
 - g. Progress payments and procedures
 - h. Required documentation
 - i. Project personnel contact list

B. Progress Meetings

- 1. Progress meetings will be held as requested by the Owner or as required by the Progress of the Work.
- 2. The Contractor's Superintendent shall attend all progress meetings.
- 3. At a minimum, progress meetings will review Work progress, schedule, Shop Drawing submission schedule, Applications for Payment, and other matters needing discussion and resolution.
- 4. Review the schedule with all parties to be affected by upcoming work.
- 5. Review the monthly construction report required under Section 01325.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL

A. Notify DIGSAFE at 811 at least 72 hours prior to any digging, trenching, rock removal, demolition, borings, backfill, grading, landscaping, or any other earth moving operations.

3.2 COORDINATION WITH THE OWNER'S OPERATIONS

- A. Notify the Owner and Engineer, in writing, a minimum of 2 weeks in advance of commencing Work on site. Work on site shall not occur until all permits are obtained.
- B. Notify the Owner and Engineer, in writing, a minimum of 2 weeks before commencing any work which may affect the Owner's operations.
- C. Perform all construction activities so as to avoid interference with operations of the facility and the work of others.
- D. Coordinate the following operations with the Owner and the Engineer:
 - 1. Emptying and cleaning of the existing aboveground storage tank
 - 2. Locations of temporary fuel storage tanks.
- E. The Owner has the authority to order the Work stopped which could unreasonably result in stopping the necessary functions of their facilities. Any costs and/or delays associated with these work stoppages due to the Contractor's operation shall be borne by the Contractor.

3.3 SEQUENCE OF CONSTRUCTION

A. Constructing the proposed improvements while maintaining existing operations will require a specific sequence of construction. The Contractor will be allowed reasonable flexibility in scheduling the construction activities. Provide a detailed construction schedule as required in Section 01325.

END OF SECTION

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CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Photographs taken at specified intervals before, during and after construction.

1.2 SUBMITTALS

- A. Informational Submittals
 - 1. Submit electronic files of each photograph on a CD or USB flash drive.

PART 2 PRODUCTS

2.1 CONSTRUCTION PHOTOGRAPHS

A. Electronic files shall be in .jpg format.

PART 3 EXECUTION

3.1 PRE-CONSTRUCTION PHOTOGRAPHY

- A. Prior to the commencement of any Work under this Contract, take a minimum of eight (8) photographs at location. The photographs will serve as a record of the original conditions where construction activities will occur.
- B. The area to be photographed shall include, but not be limited to, the area within and adjacent to the proposed construction, including roadways, utilities, driveways, landscaping, trees, structures, buildings and building interiors.
- C. Provide eight (8) preconstruction photographs of each fuel storage tank system.

3.2 PROGRESS PHOTOGRAPHY

- A. Take a total of three (3) photographs daily at each location where Work is in progress throughout the life of the Contract. The photographs shall be indicative of the work that is currently in progress.
- B. Take a total of eight (8) post construction photographs at each work area.
- C. Take photographs of each aboveground storage tank both during and after removal.
- D. Take photographs of all utility connections that are exposed or relocated during construction.

3.3 POST-CONSTRUCTION PHOTOGRAPHY

A. Provide post construction photography after all Work has been completed at each location. The locations to be photographed and the number of photographs required shall be as specified in Paragraph 3.1 for the preconstruction photography.

END OF SECTION

SCHEDULING OF CONSTRUCTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Progress Schedule
- B. Related Requirements
 - 1. Section 01140 Work Restrictions
 - 2. Section 01310 Coordination

1.2 REFERENCES

A. The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry, an Associated General Contractors (AGC) of America publication.

1.3 PROGRESS SCHEDULE

- A. The Work shall be planned by the Contractor and their Project field superintendent in coordination with all Subcontractors and Suppliers whose Work is shown on the Progress Schedule.
- B. Include, at a minimum, the following activities on the Progress Schedule:
 - 1. Installation and startup of the temporary storage tank.
 - 2. Removal of each underground storage tank to include date when the tanks will be emptied of their contents.
 - 3. Installation of new underground storage tanks to include:
 - a. Start date
 - b. Delivery date of both tanks
 - c. Testing date
 - d. Completion date
 - 4. Emptying and removal of the propane tank.
 - 5. Installation of the new propane tank to include:
 - a. Start date
 - b. Delivery date of tank
 - c. Testing date
 - d. Completion date

- C. Take into consideration Shop Drawing submittal and approval time, the delivery times of equipment and materials, Subcontractors' Work, availability and abilities of workmen, weather conditions, any restrictions in operations at the Work site, and all other items that may affect completion of the Work within the Contract Time.
- D. The Progress Schedule shall reflect the requirements and constraints outlined in Section 01310, Coordination.
- E. The Progress Schedule shall reflect Work restrictions outlined in Section 01140.

1.4 SUBMITTALS

A. Informational Submittals

- 1. Submit and electronic copy of the preliminary Progress Schedule prepared in accordance with Article 2.05 of Section 00700 and the requirements of this section. Progress schedule must be submitted within 10 days after the Effective Date of the Agreement. Progress Schedule must be approved by the Owner and Engineer before the first progress payment will be made.
- 2. Revised analyses Within 10 days after receipt of the review comments, submit four prints of the Progress Schedule revised in accordance with those comments.
- 3. Before initiating the Work, submit an estimated monthly rate of Contractor payments for the project. If the payment schedule deviates from the original projection, submit a revised rate of expenditure schedule.

1.5 PERIODIC REPORTS

- A. At the end of each month, present an electronic copy of a construction report which details the Work performed during the preceding period. The report shall include the following at a minimum:
 - 1. Actual progress of Work. Update the Progress Schedule accordingly.
 - 2. The Progress Schedule, or revised Progress Schedule, should show the portions of the Progress Schedule impacted by the Work progress.
 - 3. Activities or portions of activities completed during the reporting period, and their total value as basis for Contractor's periodic request for payment. Payment made will be based on the total value of such activities completed or partially completed after verification by the Engineer.
 - 4. State the percentage of the Work actually completed and scheduled as of the report date, and the progress along the critical path in terms of days ahead of or behind the dates defined in the Progress Schedule.
 - 5. If the Work is behind the dates set forth in the Progress Schedule, also report progress along other paths with negative slack.
 - 6. Include a narrative which includes:
 - a. A description of problem areas, anticipated and current
 - b. Delaying factors and their impact
 - c. An explanation of corrective actions taken or proposed

Tighe&Bond

- 7. Show the date of latest revision.
- PART 2 PRODUCTS NOT USED
- PART 3 EXECUTION NOT USED

END OF SECTION

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Action Submittals
 - 2. Informational Submittals

1.2 DEFINITIONS

- A. Action Submittals includes written and graphic information submitted by Contractor that requires Engineer's approval.
- B. Informational Submittals includes information submitted by Contractor that does not require Engineer's approval. The Engineer will acknowledge receipt of such documents and provide comments when the submittals lack the detail required by the Contract Documents.

1.3 ACTION SUBMITTALS

A. Shop Drawings

- 1. Shop Drawings as defined in the General Conditions, and as specified in individual work sections include, but are not necessarily limited to, custom-prepared data such as fabrication and erection/installation drawings, schedule information, piece part drawings, actual shopwork manufacturing instructions, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports including performance curves and certification, as applicable to the Work.
- 2. Shop Drawings shall be of standardized sizes to enable the Owner to maintain a permanent record of the submissions. Approved standard size drawings shall be:
 - a. 24-inches by 36-inches
 - b. 22-inches by 34-inches
 - c. 11-inches by 17-inches
 - d. 8.5-inches by 11-inches
- 3. Submit Shop Drawings at the proper time so as to prevent delays in delivery of materials. Coordinate submittals for related or interdependent equipment.
- 4. Advise the Engineer in writing of any deviations from the requirements of the Contract Documents.
- 5. Check all Shop Drawings regarding measurements, size of members, materials, and details to determine if they conform to the Contract Documents. Shop Drawings found to be inaccurate, not in compliance, or

- otherwise in error shall be returned to the Subcontractors or Suppliers for correction before submission to the Engineer. Drawings that are current shall be marked with the date, name, and approval stamp of the Contractor.
- 6. All details on Shop Drawings submitted for approval shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the Shop Drawings before being submitted for approval.
- 7. Detailed installation drawings (sewers, equipment, piping, electrical conduits and controls, HVAC work, and plumbing, etc.) shall be drawn to scale and fully dimensioned.
- 8. No material or equipment shall be purchased or fabricated until the required Shop Drawings have been submitted and approved. Materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by the Shop Drawings.
- 9. Until the necessary approval has been given, do not proceed with any portion of the work, the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.
- 10. If submitted equipment requires modifications to the structures, piping, layout, or other details shown on the Drawings, details of the proposed modifications must also be submitted for approval. If such equipment and modifications are approved, perform all Work necessary to make such modifications at no additional cost to the Owner.
- B. Product Data: Product data as specified in individual Sections, include, but are not necessarily limited to, standard prepared data for manufactured products (catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing, and printed product warranties, as applicable to the Work.
- C. Operation and Maintenance Manuals: In accordance with Section 01770.
- D. Schedule of Values: In accordance with Section 01295.

1.4 INFORMATIONAL SUBMITTALS

- A. Schedule of Submittals
 - 1. Submit a preliminary Schedule of Submittals within 10 days of the Effective Date of the Agreement in accordance with Article 2.05 of Section 00700.
- B. Schedule of Manufacturers and Suppliers

1. Submit a schedule of manufacturers and Suppliers within 7 days after Notice to Proceed including the names and addresses of the manufacturers and Suppliers of materials and equipment to be incorporated into the Work.

C. Product Listing and Manufacturers Qualifications

1. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards. Specifically identify the products, the anticipated schedule for delivery and storage, and the estimated value thereof for materials which the Contractor intends to request approval for off-site storage.

D. Application for Payment

- 1. Submit applications for payment in accordance with Section 01290, Application and Certificate for Payment.
- 2. Submit schedule of stored materials when requesting payment for materials not yet installed.
- E. Construction Photography: Provide preconstruction, progress, and post-construction photography in accordance with Sections 01320.
- F. Contract Closeout Submittals: In accordance with Section 01770.
- G. Manufacturer's Instructions: Written or published information that documents manufacturer's recommendations, guidelines, and procedures in accordance with individual Specification sections.
- H. Schedules Submit construction progress schedules and schedule updates in accordance with Section 01325.
- I. Statement of Qualifications: Submit evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor, engineer, materials testing laboratory, specialty subcontractor, trade, specialist, consultant, installer, and other professionals.
- J. Submittals Required by Laws, Regulations, and Governing Agencies
 - 1. Submit promptly notifications, reports, certifications, payrolls, and other required information as may be required, directly to the applicable federal, state, or local governing agency or their representative.
 - 2. Transmit to Engineer for Owner's records, one copy of correspondence and transmittals (including enclosures and attachments) between Contractor and governing agency.

K. Test and Inspection Reports

- 1. Submit test and inspection reports as required by individual Specification sections.
- 2. Test and inspection reports shall contain signature of person responsible for test or report.
- 3. Reports shall include identification of product and Specification, project name, date and time of test, type of test, location, test results, corrective

action required if report indicates test is not in compliance with Contract Documents, interpretation of test results, and other information as required in individual Specification sections.

- L. Equipment Data: Submit information on equipment to be used in the performance of the Work as required by individual Specification sections.
- M. Testing and Start-up Data: Prepare and submit testing procedures proposed to perform testing required by individual Specification sections.
- N. Training Plan: At least two weeks prior to scheduling training of Owner's personnel, submit manufacturer's Operations and Maintenance Manuals.
- O. Health & Safety Plans: Prepare and submit a Health and Safety Plan modified or supplemented to include job-specific considerations in accordance with Section 01350.
- P. Submittals stamped by another Professional Engineer: When specified in individual Specification sections, prepare and submit calculations and/or drawings stamped by a Professional Engineer licensed in the State where the work is being performed.
- Q. Coordination Drawings: When specified in individual Specification sections, prepare and submit drawings to show how multiple system and interdisciplinary work will be coordinated. Examples are conduit routing diagrams, duct layouts, utility coordination drawings, sprinkler plans etc.
- R. Work Plans: When specified in individual Specification sections, prepare and submit copies of all work plans needed to demonstrate to the Owner that Contractor has adequately thought-out the means and methods of construction and their interface with existing facilities.
- S. Shutdown Requests: Submit notification of any outages required (electrical, tank removal, flow processes, etc.) as may be required to remove, install or tie-in new work into existing facilities. Unless otherwise specified, provide outage requests a minimum of 7 days notice before commencing Work.
- T. Equipment Data: When specified in other Specification sections, information on equipment used by the Contractor to complete the Work, such as compaction equipment and closed-circuit television inspection equipment.

1.5 PROCEDURES

A. Coordination

- 1. Prepare and submit documentation in advance of fabrication and product manufacturer, so that the installation will not be delayed, other related work can be properly coordinated, and there is adequate time for review and resubmission, if required.
- 2. Provide no less than 14 days for review of submittals from the time received by the Engineer. For submittals of major equipment, that require more than 14 days to review, due to complexity and detail or those requiring review by multiple engineering disciplines, Engineer will notify Contractor of the circumstances and identify the anticipated date when the submittal will be returned.

- 3. Re-submittals will be subject to same review time.
- 4. No extension of time will be authorized due to failure to provide approvable submittals sufficiently in advance of the Work.
- B. Review Shop Drawings, product data, and samples prior to submission and verify and determine:
 - 1. Field measurements
 - 2. Conformance with the Contract Documents. Advise the Engineer in writing of any deviations from the requirements of the Contract Documents.
 - 3. Delete or strike out information that is not applicable to the Work.
- C. Upload the electronic submittal files via Procore. Access to Procore will be provided by the Engineer. Files must be in .pdf format. The submittals will be returned in electronic .pdf format via Procore.
- D. Numbering: Submissions shall be accompanied by a transmittal form referencing the project name and applicable Specification section. Submittals shall be numbered sequentially, with the applicable Specification section and a hyphen preceding the number. (*e.g.* Submittal number 11330-01). Resubmittals shall bear the same transmittal number with a sequential letter suffix commencing with "A". (*e.g.* Submittal number 13201-01A)
- E. Provide a copy of the Submittal certification form (copy attached at the end of this Section) which shall be attached to every copy of each Submittal as required under Article 6.17 of Section 00700. Apply the Contractor's stamp and initials or signature certifying that the submission has been thoroughly reviewed for completeness, compliance with the Contract Documents, coordination with adjacent construction and dimensional compatibility. Items submitted without the stamp or that are incomplete will be returned by the Engineer for rework and resubmission.
- F. Provide a copy of the P.E. certification form (copy attached at the end of this section) attached to every copy of each Submittal stamped by another Professional Engineer. Items submitted without the completed certification form will be returned by the Engineer for resubmission.
- G. Distribute copies of reviewed submittals along with the Engineer's transmittal to concerned parties with instructions to promptly report any inability to comply with the provisions or integrate the requirements with interfacing work.
- H. Partial and Incomplete Submittals
 - 1. Shop Drawings shall be submitted as a complete package by Specification section, unless otherwise reviewed and approved by the Engineer. It is the intent that all information, materials, and samples associated with each Specification section be included as a single submittal for the Engineer's review.
 - 2. Engineer will return entire submittals if preliminary review deems it incomplete including:
 - a. Missing or incomplete Submittal certification form

- b. Insufficient number of copies
- c. Missing content
- 3. Partial submittals may be considered, at Engineer's option, only when necessary to expedite the Project.
- 4. Partial submittals shall be clearly identified as such on the transmittal to identify missing components.
- I. Submittals not required by the Specification will be returned without review or action code.

J. Resubmission

- 1. Make corrections and modifications required by the Engineer and resubmit until approved.
- 2. Clearly identify changes made to submittals and indicate other changes that have been made other than those requested by the Engineer.

K. Distribution

1. Distribute approved Shop Drawings and approved product data to the Project Site and elsewhere as required to communicate the information to Suppliers, Subcontractors, and field personnel.

1.6 ENGINEER'S REVIEW

- A. The Engineer will review submittals for design, general methods of construction and detailing. The Engineer's review and approval of submittals shall not be construed as a complete check nor does it relieve the Contractor from responsibility for any departures or deviations from the requirements of the Contract Documents unless he has, in writing, called the Engineer's attention to such deviations at the time of submission. It will not extend to means, methods, technique, sequences, or procedures of construction (except where specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto.
- B. The Engineer's review of the submittals shall not relieve the Contractor from the responsibility for proper fitting of the Work, or the responsibility of furnishing any work required by the Contract Documents which may not be indicated on the submittals. The Contractor shall be solely responsible for any quantities shown on the submittals.
- C. If the Contractor considers any correction indicated on the submittals to constitute a change to the Contract Documents, the Contractor shall provide written notice to the Engineer at least 7 working days prior to release for manufacture.
- D. When the submittals have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- E. Action submittals as defined in paragraph 1.2 will be reviewed and returned under one of the following codes:

- 1. Approved (Action Code 1) is assigned when there are no notations or comments on the submittal. Equipment or materials may be released for manufacture, provided that it complies with requirements of the Contract Documents.
- 2. Approved as Noted (Action Code 2) is assigned when there are notations or comments on the submittal, but the equipment or materials may still be released for manufacture. All notations and comments must be incorporated in the final product. Resubmission is not necessary.
- 3. Revise and Resubmit (Action Code 3) is assigned when there are notations and comments requiring a resubmittal of the package. Work cannot proceed until the submittal is revised and resubmitted for review.
- 4. Not Approved (Action Code 4) is assigned when the submittal contains non-specified items or does not meet the requirements of the Contract Documents. It may also be assigned when there is a significant amount of missing material required for the Engineer to perform a complete review. The entire package must be resubmitted, revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the requirements of the Contract Documents.
- F. Informational submittals as defined in paragraph 1.2 do not require approval by the Engineer. Such submittals will be returned under one of the following codes:
 - 1. Receipt Acknowledged (Action Code 5) is assigned when the submittal is provided for documentation purposes and is acknowledged as received. Comments may be noted using this action code.
 - 2. Revise and Resubmit (Action Code 6) is assigned when there are notations and comments requiring a resubmittal of the package.
- PART 2 PRODUCTS NOT USED
- PART 3 EXECUTION NOT USED

END OF SECTION

SUBMITTAL CERTIFICATION FORM

PROJECT:				
ENGINEER: _		ENGINEER'S PROJECT NO.:		
CONTRACTOR:		CONTRACTOR'S PROJECT		
NO.:				
TRANSMITT	AL NO ·	SUBMITTAL NO.:		
		DRAWING NO:		
DESCRIPTION)N:			
MANUFACTU	JRER:			
certify that requirement criteria, inst have been with the work related to the sequences, with the over the control of the work related to the control of the control	the materials and/or equipris; that field measurements allation requirements, materified; that all materials wandling, storage, assembly, has been determined and value contractor's sole responsi	en reviewed by the undersigned and ment meets or exceeds the project s s, dimensions, quantities, specified perials, catalog numbers and related rith respect to intended use, fabricat and installation pertaining to the pereified; that review includes all inforsibility for means, methods, techniquation and safety; and item has been defaulted.	pecification erformance materials ion, rformance mation es,	
CUDIMITTED	DV	DATE		
20BMILLED	B1:	DATE:		
			l	
	GENERAL CONTRACTOR'S	STAMP		
			ı	

P.E. CERTIFICATION FORM

The undersigned hereby certifies that he/sh the Commonwealth of Massachusetts and the	
	to design
(Name of Co	<u> </u>
(Insert P.E. Res	sponsibilities)
In accordance with Specification Section	for the
(Name of	Project)
The undersigned further certifies that he conformance with all applicable local, state and, that his/her signature and P.E. stamp drawings used in, and resulting from, the de	and federal codes, rules and regulations; have been affixed to all calculations and
The undersigned hereby agrees to make all available to the	original design drawings and calculations
(Insert Name	e of Owner)
or Owner's representative within seven days Owner.	s following written request therefor by the
P.E. Name	Contractor's Name
Signature	Signature
Title	Title
Address	Address

HEALTH & SAFETY PLAN

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

- 1. Furnish all labor, equipment and materials and perform all operations in connection with monitoring air quality, decontaminating equipment and providing worker health and safety protection for all Contractor personnel.
- 2. Develop a site specific Health and Safety Plan (HASP) specifically addressing the potential hazards that may be encountered. This plan shall meet all OSHA requirements.
- 3. Review the requirements and data presented and supplement the program with any additional measures deemed necessary to fully comply with regulatory requirements and adequately protect personnel on the site.

1.2 REFERENCES

- A. OSHA Regulation 29 CFR 1910.120
- B. OSHA Regulation 29 CFR 1926.62
- C. Massachusetts Contingency Plan, 310 CMR 40.0000

1.3 DEFINITIONS

- A. Site Safety Official (SSO) The individual located on a hazardous waste site who is responsible to the Contractor and has the authority and knowledge necessary to implement the site safety and health plan and verify compliance with applicable safety and health requirements.
- B. Uncontrolled Hazardous Waste Site An area identified as an uncontrolled hazardous waste site by a governmental body, whether Federal, state, local or other where an accumulation of hazardous substances creates a threat to the health and safety of individuals or the environment or both.

1.4 SUBMITTALS

A. Informational Submittals

- 1. Submit the following within ten (10) days after the Effective Date of the Agreement.
 - a. Site-specific HASP including the Emergency Response Plan for review, including provisions for decontamination and a contingency plan for unforeseen emergencies. The Engineer's review is only to determine if the HASP meets basic regulatory requirements and the minimum requirements of this section. The review will not determine the adequacy of the HASP to address all potential hazards, as that remains the sole responsibility of the Contractor.

- b. Current certification of employee's health and safety training and certification of employee's baseline medical exam status.
- c. Certification of additional required health and safety training for supervisors.
- d. Qualifications and experience of the SSO for approval.
- 2. Submit minutes of weekly safety meetings at periodic progress meetings.

1.5 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor is solely responsible for the health and safety of workers employed by the Contractor, any subcontractor and anyone directly or indirectly employed by any of them.
- B. Work under this contract is not being performed on an "Uncontrolled Hazardous Waste Site," as defined in 29 CFR 1910.120 and Article 1.3 B, above. Develop and follow a site specific Health & Safety Plan (HASP) in accordance with the requirements of 29 CFR 1910.120 and paragraph 1.6.
- C. Provide a full-time SSO regardless of whether or not the Work is at a defined Uncontrolled Hazardous Waste Site.
- D. Pre-arrange emergency medical care services at a nearby hospital, including establishment of emergency routes of travel.
- E. Conduct weekly safety meetings with all site personnel, documenting attendance and topics covered.
- F. Train all workers assigned to areas where contaminated media are likely to be encountered in accordance with 29 CFR 1910.120.
- G. In areas where contaminated media are likely to be encountered, monitor air quality in and around the work area using appropriate air monitoring equipment, as indicated in Part 2. Record all readings and maintain record on site. Stop work and/or upgrade respiratory protection or personal protective equipment levels if action levels established in the HASP are exceeded. Ensure that degree and type of respiratory protection provided is consistent with the monitored concentrations and individual chemical parameters. Lawfully dispose of all contaminated clothing and equipment that cannot be decontaminated.
- H. At all times, prevent oil or other hazardous substances from entering the ground, sewers, drainage areas and piping systems.

1.6 HEALTH & SAFETY PLAN (HASP) REQUIREMENTS

- A. The following items shall be addressed in the HASP:
 - 1. safety and health hazard assessment;
 - 2. procedures for emergency medical treatment and first aid;
 - 3. map indicating route to hospital for emergency medical care;
 - 4. equipment decontamination procedures;

- 5. personal protective equipment and decontamination;
- 6. physical hazard evaluation and abatement including:
 - a. equipment operation;
 - b. confined space entry;
 - c. slips and falls;
 - d. building collapse;
 - e. falling debris;
 - f. encountering unmarked utilities;
 - g. cold and heat stress;
 - h. hot work (cutting and welding);
 - i. excavation entry;
- 7. training requirements;
- 8. recordkeeping requirements;
- 9. emergency response plan that includes:
 - a. names of three (3) Emergency Response Contractors, experienced in the removal and disposal of oils and hazardous chemicals, that the Contractor intends to use in the event of an emergency;
 - b. evacuation routes and procedures;
 - c. emergency alerting and response procedures.

1.7 CONTINGENCY MEASURES & NOTIFICATIONS

- A. The potential for encountering hazardous buried objects or materials that could pose a threat to human health or the environment exists in areas outside the defined hazardous areas. In the event that potentially hazardous materials are encountered during the work under this contract, the responsibilities of the Contractor and the Engineer are described herein.
- B. The procedures and protocols to be used by the SSO in defining materials that are potentially hazardous include screening with a photo-ionization detector, odor, visual appearance of a material, and obvious oil or chemical contaminated materials.
- C. Upon encountering suspected hazardous buried objects or materials as described above, cover the excavation immediately if no imminent danger, as defined by the SSO, is present. If there is an imminent danger, as defined by the SSO, Evacuate the area immediately. The SSO shall then notify the Engineer and the Owner of the situation.
- D. Establish, properly barricade, and mark the area as an exclusion zone under the direction of the SSO. The SSO shall establish the exclusion zone boundaries based upon air quality monitoring using a photo-ionization detector and other equipment as appropriate. The exclusion zone shall be established at a minimum 50-foot radius

around the location where the potentially hazardous material is encountered. Work within the exclusion zone shall be discontinued until the hazardous condition has been remediated and testing indicates that a hazard does not exist. Other activities of the site, outside the limits of the exclusion zone shall continue. Ambient air quality monitoring shall be performed by the SSO to demonstrate that ambient air quality in other portions of the site is not adversely impacted by the exclusion zone condition.

- E. Notify the Engineer and the Owner regarding the presence of potentially hazardous materials. The Owner may direct the Contractor to notify regulators and to obtain necessary regulatory approvals for remediation.
- F. Mobilize the appropriate equipment and personnel to sample and test the hazardous material within the exclusion zone to determine the remedial action required, subject to the Engineer's direction. The Contractor may be directed to remove and legally dispose of the material. Compensation for the removal and disposal of hazardous material will be as a Change in Work and Change in Contract Price in accordance with the General Conditions, if not covered under a specific bid item.

PART 2 PRODUCTS

2.1 AIR MONITORING EQUIPMENT

- A. Provide and maintain portable photo-ionization detector or organic vapor analyzer capable of detecting organic vapors or total hydrocarbons. Equipment shall be sensitive to the 0.5 parts per million (PPM) level.
- B. Provide and maintain an oxygen analyzer to measure oxygen concentration in any trench or confined space prior to entry, as determined by the SSO.
- C. Provide and maintain an explosimeter whenever the potential for accumulation of explosive gases exists, as determined by the SSO.
- D. All air monitoring equipment shall remain the property of the Contractor.

PART 3 EXECUTION - NOT USED

END OF SECTION

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PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Products and Materials
 - 2. Product Delivery Requirements
 - 3. Packaging, Handling and Storage Requirements

1.2 OUALITY ASSURANCE

- A. Review all contract Drawings and Specifications with respect to specific system characteristics, applicability of materials and equipment for the intended purposes, sizes, orientation, and interface with other systems, both existing and proposed, and certify that the materials and equipment proposed will perform as specified prior to submitting shop drawings.
- B. Provide sworn certificates as to quality and quantity of materials where specified or requested by the Engineer.
- C. Obtain concurrence of the Engineer prior to processing, fabricating, or delivering material or equipment.

1.3 PRODUCTS AND MATERIALS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by a single manufacturer unless specified otherwise.
- B. Use only new and first quality material in the Work. Material shall conform to the requirements of these Specifications and be approved by the Engineer. If, after trial, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved materials from other approved sources.
- C. Immediately remove defective materials and equipment from the site, at no additional cost to the Owner. The Contractor may be required to furnish sworn certificates as to the quality and quantity of materials before materials are incorporated in the Work.
- D. Engineer has the right to approve the source of supply of all material prior to delivery.

1.4 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- D. Progressively deliver materials and equipment to the Site so there will be neither delay in progress of the Work nor an accumulation of material that is not to be used within a reasonable time.
- E. Deliver products to the Site in their manufacturer's original container, with labels intact and legible.

1.5 PACKAGING, HANDLING AND STORAGE REQUIREMENTS

- A. Provide storage and handling of all materials and equipment required for the Work.
- B. Except as otherwise indicated in the Contract Documents, determine and comply with the manufacturer's recommendations on product storage, handling, and protection. Provide manufacturer's documentation on recommended storage procedures when requested by the Engineer.
- C. Properly store and protect all equipment immediately upon its arrival. All equipment shall be stored in a clean, dry, heated, secured, and insured indoor facility satisfactory to the Engineer.
- D. Familiarize workmen and subcontractors with hazards associated with materials, equipment, and chemicals specified herein and take all necessary safety precautions.
- E. Areas available on the construction site for storage of material and equipment shall be as shown on the Drawings or approved by the Owner.
- F. Materials and equipment to be incorporated in the Work shall be handled and stored by the manufacturer, fabricator, supplier, and Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft, or damage of any kind to the material or equipment.
- G. Protect finished surfaces including floor surfaces, stairs, joints, and soffits of passageways from damage until accepted by the Engineer.
- H. Promptly remove materials from the site of the Work which have become damaged or are unfit for the use intended or specified. The Contractor will not be compensated for the damaged materials or their removal costs.
- I. Handle, haul, and distribute all materials and all surplus materials on the different portions of the Work, as necessary or required.
- J. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.
- K. All materials and equipment to be incorporated in the Work shall be placed so as to not damage any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Keep materials and equipment neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to the Owner.
- L. No material or equipment will be permitted to be stored in any of the Owner's facilities, unless otherwise approved by the Engineer.

- M. Do not store material or equipment in any wetland or environmentally sensitive area. Stockpile sites shall be level, devoid of mature stands of natural vegetation, and removed from drainage facilities and features, wetlands, and stream corridors.
- N. Contractor shall be fully responsible for loss or damage to stored materials and equipment.
- O. No item judged rusty, corroded or otherwise damaged during storage will be accepted. Any electrical or instrumentation item determined by the Engineer to be damaged shall be removed from the Site and replaced by a completely new item in first class condition. Items not properly stored will not be considered for any partial payment.
- P. Provide protective and preventive maintenance during storage consisting of manually exercising equipment where required, inspecting mechanical surfaces for signs of corrosion or other damage, lubricating, applying any coatings as recommended by the equipment manufacturer as necessary for its protection and other precautions as necessary to assure proper protection of equipment stored.
- Q. Treat ferrous surfaces not receiving finish coats of paint with rust preventive coating, and protect non-ferrous metal work and devices with suitable wrappings.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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OWNER FURNISHED PRODUCTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Products furnished by the Owner and installed by the Contractor.
- B. Related Requirements
 - 1. Section 13201 Fuel Storage Equipment
 - 2. Section 13426 Fuel Monitoring and Fleet Management Systems

1.2 OWNER FURNISHED PRODUCTS

- A. Fuel Dispensers
 - 1. Contractor shall remove and reinstall two (2) single product, single hose Wayne fuel dispensers.
 - a. The dispensers shall be installed in accordance with the requirements of Section 13201 and shown on the Drawings.
 - b. Owner shall provide a location for the dispensers to be stored during construction.
 - c. Wayne Model No.: G6201D/27AGJK/W1
- B. Fuel Management System
 - 1. The existing FuelMaster fuel island terminal and system shall be reused.
 - a. Model No.: FMU 3500
 - 2. Contractor shall provide new conduit from the FuelMaster system to the dispensers and fuel tanks.

C. Canopy

- 1. The existing canopy shall remain.
- 2. Footing shall be protected during demolition.
- D. Fire Suppression System
 - 1. The existing fire suppression system, support rack, conduit, pull alarm and ancillary equipment shall remain.
 - 2. Contractor shall temporarily remove the fire suppression system and support rack to allow for demolition and construction of the new concrete fueling island pad.
 - a. Fire suppression system equipment that is removed shall be stored at the Department of Public Works at an area designated by the Owner.

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- E. Overfill Alarm and Acknowledgement Switch
- F. The existing overfill alarm and acknowledgment switch shall be reused.
- PART 2 PRODUCTS NOT USED
- PART 3 EXECUTION NOT USED

END OF SECTION

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PRESERVATION AND RESTORATION OF PROJECT FEATURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

- 1. Protection and replacement of trees, shrubs, signs, property markers, fences, and related project features.
- 2. Taking precautions, providing programs, and taking actions necessary to protect public and private property and facilities that are outside the demolition scope from damage.

1.2 DEFINITIONS

A. Underground Structures

- Underground structures are defined to include, but not be limited to, sewer, water, gas, and other piping, and manholes, chambers, electrical and signal conduits, tunnels and other existing subsurface work located within or adjacent to the limits of the Work.
- 2. Underground structures known to the Engineer are shown on the Drawings to the extent that locations are available. This information is shown for the assistance of the Contractor in accordance with the best information available, but is not guaranteed to be correct or complete. The Contractor shall be responsible for checking on the actual locations of water, sewer, gas electric and telephone service connection lines to avoid potential interferences.

B. Surface Structures

1. Surface structures are defined as existing buildings, structures and other facilities above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to, buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, fences, walks and all other facilities that are visible above the ground surface.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 REPAIR/RESTORATION

A. Trees, shrubs, and similar items shall not be removed except where as necessary to access the required demolition work, as approved by the Engineer. Items to be removed shall be clearly marked as directed by the Engineer. If objects not to be removed are damaged or removed, they shall be repaired or replaced to their original condition.

- B. Trees and shrubs on private property, which are removed or damaged by the Contractor shall be replaced in kind.
- C. Signs, fences, property markers, walls, guard rails and other public or private property that are outside the demolition scope shall be replaced in kind if damaged. Supports and protective devices required shall be provided.
- D. Underground and Surface Structures
 - 1. In the event of damage, injury or loss to existing utilities and structures that were not indicated to be removed or abandoned, whether shown on the Drawings or not, make all reasonable efforts to facilitate repairs and to mitigate the impact of such events upon the utility or structure owner's normal operations. Restore the existing utility or structure to the condition required by the owner of the utility or structure or at least to the condition found immediately prior to the Work. In the event that the utility owner elects to make the repairs, provide all reasonable access and assistance, and reimburse the utility owner for the cost of repairs. If utility service is interrupted due to damage to facilities, alternate facilities shall be provided.
 - 2. All other existing surface facilities, including but not limited to, guard rails, posts, guard cables, signs, poles, markers and curbs which are temporarily removed to facilitate the Work shall be replaced and restored to their original condition at the Contractor's expense unless otherwise indicated in other sections of these specifications.
 - 3. Wherever water, sewer, gas or petroleum mains, electric or telephone lines, cables or other utilities and structures are encountered and may be in any way interfered with, inform the Engineer and the appropriate utility company. Cooperate with the Engineer and utility company in the protection, removal, relocation, and replacement of structures and facilities.
 - 4. Prior to proceeding with any demolition or construction, notify in writing owners of utilities and structures within the vicinity of the proposed Work.
 - 5. Work affecting water distribution systems, which will take fire hydrants out of service, must be coordinated with the local fire department. The Contractor shall be prepared to restore fire flows in the event of an emergency or to provide for temporary fire flow service in accordance with the requirements of the local fire department.
 - 6. Materials used for relocation or replacement of utilities and structures shall be of an equivalent material, type, class, grade and construction as the existing or as approved by the respective owners thereof, unless otherwise shown or specified.
 - 7. When any survey monument or property marker, whether of stone, concrete, wood or metal, is in the line of any trench or other demolition or construction work and may have to be removed, notify the Engineer in advance of removal. Under no circumstances shall any monument or marker be removed or disturbed by the Contractor or by any of his Subcontractors, employees or agents, without the permission of the Engineer. Monuments or markers removed or disturbed shall be reset by a land surveyor licensed in the State

where the Work is located at the Contractor's expense. Should any monuments or markers be destroyed through accident, neglect or as a result of the Work under this Contract, the Contractor shall, at his own expense, employ a land surveyor licensed in the State where the Work is located to reestablish the monument or marker.

3.2 PROTECTION

A. Underground and Surface Structures

- 1. Sustain in their places and protect from direct or indirect injury underground and surface structures designated to remain within or adjacent to the limits of the Work. Such sustaining and supporting shall be done carefully and as required by the party owning or controlling such structure. Before proceeding with the work of sustaining and supporting such structure, satisfy the Engineer that the methods and procedures to be used have been approved by the party owning same.
- 2. Pay utility service company charges related to the temporary support of utility poles if required to complete the Work.
- 3. Assume risks associated with the presence of underground and surface structures within or adjacent to the limits of the Work. The Contractor shall be responsible for damage and expense for direct or indirect injury caused by his Work to any structure. Immediately repair damage caused by the Work to the satisfaction of the owner of the damaged structure.

END OF SECTION

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CLOSEOUT PROCEDURES

1.1 SUMMARY

A. Section Includes

- 1. Documentation required for the transfer of the completed Work to the Owner
- 2. Final Cleaning

1.2 SUBMITTALS

A. Closeout Submittals

- 1. As-built drawings
- 2. Operation and maintenance manuals
- 3. Evidence of payment and release of liens
- 4. List of Subcontractors, service organizations, and principal vendors

1.3 SUBSTANTIAL COMPLETION

A. Refer to Article 14.04 in 00700, General Conditions, and SC-14.04 in Section 00800 for procedures relating to obtaining Substantial Completion. Refer to the Agreement, for Contract times.

1.4 PROJECT CLOSEOUT DOCUMENTS

- A. As-built Drawings Submit as-built drawings review, approval, or comment. The as-built drawings shall show the completed work, including all deviations from the Drawings. The as-built drawings shall depict the location of all conduit and devices exterior from the motor control centers, the location of valves, small diameter piping, relocated devices and all field changes.
 - 1. Take swing ties to all underground work from a minimum of two horizontal locations. Vertical dimensions to all below grade work shall also be obtained. Show all fittings, bends, valves and other appurtenances. At a minimum, the following information should be shown on the as-built drawings for exterior construction:
 - a. Ties to all buried fittings (including tees, crosses, bends, reducers, wyes, offsets, adapters, sleeves, caps, plugs), valves, services and structures from two horizontal measurements to permanent surface reference points, and depth below permanent grade. Permanent surface reference points are manholes, catch basins, power poles, and abovegrade structures.
 - b. Ties to all surface structures (including manholes, catch basins, vaults, valve boxes, hydrants, curb stops, cleanouts, wet wells, outlets, etc.) from two horizontal measurements to permanent surface reference points.

- c. Ties to other utility crossings and abandoned pipelines from two horizontal measurements to permanent surface reference points. Include depth below permanent grade and spacing between crossing utilities.
- d. Invert and rim elevation of all gravity pipelines and structures including manholes, catch basins, below-grade structures, wet wells, septic tanks and distribution boxes as appropriate.
- e. Change to pipe size and materials.
- 2. Locate all utilities and appurtenances concealed in construction. Provide detail not shown on Contract Documents. Use colored pencils or felt tipped pens to record all revisions to the as-built drawings. Use the following color code unless otherwise approved by the Engineer:

a. Process and Mechanical: Red

b. Architectural: Blue

c. Structural: Purple

d. Plumbing: Brown

e. HVAC: Green

f. Electrical: Orange

g. Other: Black

- B. Operation and Maintenance manuals Submit four copies of Operation and Maintenance Manuals for items listed in other sections of these Specifications and for other items when directed by the Engineer.
 - 1. Manuals shall be in three-ring binders. However, manuals which consist of 20 or fewer pages may be bound using three-hole, plastic, clear-front report covers.
 - 2. Manuals shall include, at a minimum:
 - a. The Operations and Maintenance Manual Certification Form (copy attached at the end of this Section) which shall be attached to every copy of each Operations and Maintenance Manual submitted.
 - b. A comprehensive index broken down into sections and sub-sections
 - c. A complete list of the equipment supplied, including serial numbers, ranges, and pertinent data
 - d. Full specifications on each item
 - e. Detailed service, maintenance and operation instructions for each item supplied
 - f. System schematic drawings "as Constructed," illustrating all components, piping and electrical connections of the systems supplied under Division 16

- g. Clearly defined special maintenance requirements particular to this system, along with special calibration and test procedures
- h. Operating instructions with a functional description of the entire system, with references to the systems schematic drawings and instructions
- i. Complete parts lists with stock numbers and name, address, and telephone number of the local supplier
- j. A complete "As Constructed" set of approved shop drawings
- k. The format of the O&M manual shall meet the following general requirements:
 - 1) Complete, comprehensive index
 - 2) Section with operating instructions including complete overview of the system
 - 3) Section with a complete parts list as described above
 - 4) Section that includes all schematic diagrams, wiring diagrams etc. of the "As Constructed System"
 - 5) Product information
- 1. Section and sub-section dividers
- m. Separate divider for each product
- n. Data sheets indicating the tag names (as used on the Drawings), manufacturer, complete model number, complete specifications, and parameter setup sheet with the parameter setup sheets following the manufacturers O&M manual in its entirety
- o. Final documentation written specifically for this project including standard and modified standard documentation, with modifications to existing hardware or software manuals made on the respective pages or inserted adjacent to the modified pages. All standard documentation furnished shall have all portions that apply clearly indicated, and all portions that do not apply shall be lined out.
- p. All illustrations, detailed drawings, wiring diagrams, and instructions necessary for installing, operating, and maintaining the equipment, with illustrated parts numbered for identification and all information applying specifically to the equipment furnished and only including instructions that are applicable. All such illustrations shall be incorporated within the printing of the page to form a durable and permanent reference book.
- C. Final Documentation Submit the following final documentation:
 - 1. As-Built documentation shall include all previous submittals, as described in this Specification, updated to reflect the as-built system.

- 2. The maintenance documentation shall describe the detailed preventative and corrective procedures required to keep the system in good operating condition. All hardware maintenance manuals shall make reference to appropriate diagnostics, where applicable, and all necessary timing diagrams shall be included. A maintenance manual or a set of manuals shall be furnished for all delivered hardware, including peripherals. The hardware maintenance documentation shall include, as a minimum, the following information:
 - a. Operation information This information shall include a detailed description of how the equipment operates and a block diagram illustrating each major assembly in the equipment.
 - b. Preventative-maintenance instructions These instructions shall include all applicable visual examinations, hardware testing and diagnostics routines, and the adjustments necessary for periodic preventative maintenance of the system.
 - c. Corrective-maintenance instructions These instructions shall include guides for locating malfunctions down to the card-replacement level. These guides shall include adequate details for quickly and efficiently locating the cause of an equipment malfunction and shall state the probable source(s) of trouble, the symptoms, probable cause, and instructions for remedying the malfunction.
 - d. Parts information This information shall include the identification of each replaceable or field-repairable module. All parts shall be identified on a list in a drawing; the identification shall be of a level of detail sufficient for procuring any repairable or replaceable part. Cross-references between the Contractor's part number and manufacturer's part numbers shall be provided. All PC boards shall be identified by; manufacturer and model number, slot number, part name and configuration (if applicable).
- D. Provide warranties and bonds for items so listed in pertinent other sections of the Project Manual. Provide all warranties and bonds in a three-ring binder.
- E. Provide keys and keying schedule, where applicable.
- F. Provide evidence of compliance with requirements of governmental agencies having jurisdiction including:
 - 1. Certificates of Inspection.
 - 2. Certificates of Occupancy.
- G. As specified in Article 14.07–14.09 of Section 00800, provide evidence that all Work, materials and equipment will pass to Owner free and clear of any Liens or other title defects upon final payment. Such evidence may take the form of receipts or releases from all Subcontractors and Suppliers and an affidavit from Contractor as to the completeness of the receipts and releases as described in Section 00800 Article SC-14.07–14.09.

- H. List of Subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
- I. Equipment start-up reports shall be submitted in duplicate to the Engineer for each piece of equipment installed. The report shall include detailed descriptions of the points inspected, tests, and adjustments made, quantitative results obtained and maintenance suggestions. The report shall certify that the equipment (1) has been satisfactorily installed and conforms to the Contract requirements; (2) is in accurate alignment and free from undue stress; (3) has been operated under full load and operates satisfactorily; and (4) nothing in the installation will render the manufacturer's warranty null and void. Equipment start-up reports shall be included in the appropriate equipment O&M manuals.
- J. Provide records of all Owner training/instruction sessions conducted in accordance with paragraph 1.5 of this Section and as required in the project Specifications. The record for each training session shall include reference to the relevant specification section, a summary of the topics covered in the training session, and a sign-in sheet listing all attendees in attendance for the training.
- K. Provide color charts, legends, instructions, special tools and other requirements specifically requested in sections of the Specification.

1.5 INSTRUCTION OF OWNER'S PERSONNEL

A. Provide instruction by qualified manufacturers' representatives in the proper operation, maintenance, adjustment and the safety aspects of the equipment and materials furnished. Specific instruction requirements may be included within the sections of the Specification.

1.6 FINAL CLEANING & REPAIRS

- A. Complete cleaning prior to final inspection. Cleaning shall include all interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces. Thoroughly wipe clean all ductwork, piping, equipment, devices, and exposed surfaces. Clean debris from lawns, roofs, downspouts and gutters. Sweep paved surfaces and rake lawns and landscaped areas.
- B. Use only cleaning materials that will not create hazards to health or property.
- C. Remove and entirely dispose of material or debris that has washed, flowed or has been placed in existing watercourses, ditches, gutters, drains, pipe, or structures, for work done under the Contract work limits. Leave ditches, channels, drains, pipes, structures, and watercourses in a clean and neat condition upon completion of the Work.
- D. On or before the completion of the Work, tear down and remove all temporary buildings and structures, remove all temporary works, tools, and machinery or other construction equipment, remove all rubbish from any grounds which has been occupied and leave the roads and all parts of the premises and adjacent property in a neat and satisfactory condition.

E. Restore or replace any public or private property damaged or removed during the course of the Work. Property shall be returned to a condition at least equal to that existing immediately prior to the beginning of operations. Complete all highway or driveway, walk, and landscaping work using suitable materials, equipment and methods. Perform restoration of existing property, signs or structures promptly as work progresses; do not leave restoration work until the end of the Contract Time.

1.7 COMPLETION

- A. The Contract shall be considered complete and final payment made, only when:
 - 1. All provisions of the Contract Documents have been strictly adhered to.
 - 2. All damage to adjoining areas caused by the Work has been repaired.
 - 3. The project and premises have been left in good order, including removal of all temporary construction, Contractor-owned and extraneous materials as required.
 - 4. All warranties, Operation and Maintenance Manuals, maintenance instructions, releases, and permits called for in the Contract have been submitted to the Owner and Engineer as applicable.
 - 5. All as-built drawings as required by the Contract Documents have been submitted to the Owner.
 - 6. All monies owed the Owner for services performed for the Contractor by Owner's forces in connection with the Contract have been paid.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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O&M MANUAL CERTIFICATION FORM

ENGI CONT	ECT: NEER: FRACTOR:	_ ENGI		'S PROJECT NO.:
TRANSMITTAL NO.: SHOP DRAWING NO.: SPECIFICATION NO.: DRAWING NO: DESCRIPTION: MANUFACTURER:				
certif	above referenced O&M manual h by that the manual is customized wing items, where applicable for	as need	ded fo	
	3-ring binder with title on binder and bi edge	nding		Complete parts list of equipment supplied
	Electronic CD, when specified			Complete specifications/data on each item
	Comprehensive index broken down into sections	1		Detailed maintenance & operations instructions
	Dividers for sections and sub-sections			"As constructed" layout & schematic drawings
	Warranties			Wiring diagrams
	Troubleshooting information			Lubrication & maintenance schedules
	Startup, operation & shutdown procedu	res		Equipment performance curves
	Safety procedures			List of spare parts supplied and current cost
	Manufacturer's contact information			Parts & service contact information
SUBN	MITTED BY:			DATE:
	GENERAL CONTRACTOR	YS STAN	ЛΡ	



CONTAMINATED SOIL EXCAVATION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

- 1. Excavation, handling, stockpiling, and temporary storage of Contaminated Soil
- 2. Movement and placement of Contaminated Soil into a temporary controlled stockpile area
- 3. Decontamination of tools, equipment, and vehicles and the collection, management and disposal of resulting liquids and/or solids

B. Related Sections

- 1. Section 01350 Health & Safety Plan
- 2. Section 02120 Transportation and Disposal of Contaminated Soil
- 3. Section 02315 Excavation, Backfill, Compaction and Dewatering

1.2 REFERENCES

- A. 310 CMR 40.0000, Massachusetts Contingency Plan
- B. MADEP Policy, WSC-94-400, "Interim Remediation Waste Policy for Petroleum Contaminated Soil"
- C. 310 CMR 30.000, Massachusetts Hazardous Waste Regulations
- D. 520 CMR 14.00 Excavation and Trench Safety
- E. 40 CFR Part 261, Identification and Listing of Hazardous Waste
- F. 40 CFR Part 268, Land Disposal Restrictions

1.3 DEFINITIONS

- A. <u>Natural Soil</u>: Soil in which all substances naturally occurring therein are present in concentrations not exceeding the concentrations of such substance occurring naturally in the environment and in which soil no other substance is analytically detectable.
- B. <u>Contaminated Soil</u>: Soils or fills determined by analytical results to contain oil and/or hazardous material at concentrations equal to or greater than a release notification threshold established by 310 CMR 40.0300 and 40.1600.
- C. <u>Special Handling</u>: Methods used to excavate, collect, grade, load, move, transport, stockpile, dispose, or otherwise manage a contaminated material or Contaminated Soil are such that (1) the spillage, loss, co-mingling, or uncontrolled deposition of such material is minimized, (2) personal exposure to contaminants present in such a material are minimized, (3) the adverse impacts to the community and the

surrounding environment from contaminants present in such material are minimized, (4) all applicable regulatory requirements applicable to such activity are satisfied.

1.4 QUALITY ASSURANCE

- A. All contaminated material excavated or otherwise collected, consolidated and managed during the course of the work will require Special Handling in accordance with these specifications, Contractor Health and Safety Plan, and all applicable permits, approvals, authorizations, and Regulations.
- B. Perform the handling of contaminated materials with equipment and techniques in accordance with the performance requirements defined in this specification.

1.5 PERMITS

A. In accordance with 520 CMR 14.00, no person shall, except in an emergency, make an excavation in any public way, public property, or privately owned land until a permit is obtained from the appropriate designated permitting authority. For this project, the permit should be obtained from The Natick Department of Public Works.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL

- A. Provide all employees and subcontractor(s) with personal protective equipment and protective clothing consistent with the levels of protection for this work as indicated in Contractor's Health and Safety Plan.
- B. Perform all contaminated material handling operations in accordance with standard engineering practices applicable to such activity, according to MADEP regulations, and according to the provisions of Contractor Health and Safety Plan. Utilize methods which consider the health and safety of all Contractor and subcontractor personnel, support personnel, Engineer and his representatives, and the surrounding environment.
- C. All site health and safety controls shall be fully established and in operation prior to beginning any contaminated material handling activity. Site controls shall include but not be limited to work zones properly barricaded, decontamination facilities, air monitoring, and all support equipment and supplies including personal protective equipment. Comply with the requirements of Section 01350, Health and Safety Plan.
- D. Minimize the spread of contaminated materials during handling. Transport vehicles used to move Contaminated Soil at the Project Site shall be free from leaks. Trucks or other conveyances deemed unacceptable for use by Engineer shall not be used for the movement of contaminated materials.
- E. Keep work areas, including but not limited to, areas adjacent to excavations, roadways leading to and from excavation areas, driveways, parking areas, and public roadways free of contaminated materials. If such materials are deposited, spilled, or spread, such material shall be removed promptly, and properly disposed

- of to the satisfaction of Engineer no later than the end of each working day or as requested by Engineer.
- F. Owner is the generator and will sign all manifests and bills of lading. Except for materials required to be transported under manifest, transport all Contaminated Soil material under bills of lading (prepared by Engineer) regardless of the chemical quality of the soils.

3.2 EXCAVATION OF CONTAMINATED MATERIALS

- A. Perform excavation in accordance with the requirements of Section 02315, Excavation, Backfill, Compaction and Dewatering, and this section.
- B. Excavate contaminated soil to the vertical and horizontal limits identified by the Engineer.
- C. Engineer will continually evaluate field conditions to determine if additional excavation is required to achieve remedial objectives. This evaluation may require Engineer to work in close proximity to Contractor's excavation equipment, and may require frequent pauses in the work. Contractor shall work in a cooperative manner at all times during these operations to ensure the safety of Engineer, and to allow for thorough field evaluations to be conducted.
 - When contaminated material excavation is undertaken, Engineer will make the final determination as to the limits of excavation required to achieve remediation objectives. Such limits shall be based upon actual conditions encountered at the time of excavation.
- D. Minimize the spread and loss of contaminated materials during excavation activities.
 - 1. Following excavation, transport contaminated materials directly to the temporary controlled stockpile area for stockpiling. Excavated contaminated materials shall not be placed directly on the ground.
- E. Employ methods necessary to isolate contaminated materials from non-contaminated soils to the degree practicable.
- F. Segregate construction debris from excavated contaminated materials at the point of excavation, prior to the movement of contaminated materials from excavation areas. Engineer may evaluate debris during excavation to determine if such material can be designated uncontaminated general demolition material.
- G. Open excavations represent a substantial hazard. Contractor shall implement measures as appropriate to secure open excavations while awaiting Engineer's confirmation test results from soils (refer to Item 3.5) or any other period when excavations remain open.
- H. Implement measures to divert surface water around excavation sites to prevent water from directly entering into open excavations.

3.3 BACKFILL

A. Backfill excavations in accordance with Section 02315, Excavation, Backfill & Compaction and Dewatering.

B. Backfill excavations as soon as possible after Engineer has indicated that test results confirm remediation objectives have been achieved and backfilling may proceed.

3.4 UNFORESEEN CONTAMINATED MATERIALS

- A. In the event that unforeseen contaminated materials are encountered during the course of the work, permit the Engineer sufficient time to devise an appropriate course of action based upon the conditions present.
 - 1. Until such appropriate course of action is devised, Contractor shall secure the work area in question such that it does not pose a health and safety risk.
 - Engineer will provide Contractor with performance requirements for the collection, consolidation, removal or excavation of unforeseen contaminated material. Contractor shall then undertake contaminated material remediation with equipment and techniques established by Contractor in accordance with said scope of work and performance requirements.
- B. Contaminated material remediation shall be performed in accordance with scope of work outlined in Item 3.4.A.2 and in accordance with this specification.

3.5 CONFIRMATION TESTING BY ENGINEER

- A. At such time the Engineer is satisfied that the limits of contaminated material have been reached, Engineer will perform appropriate confirmation sampling to confirm remediation objectives have been achieved and no additional contaminated material excavation or removal is required.
- B. Contractor is hereby notified that laboratory turnaround time for the analysis of confirmation samples may be up to 5 working days from date of collection. No claim for delay will be considered based upon Contractor failing to accommodate the laboratory turnaround time as defined herein.
- C. Engineer will inform Contractor if test results confirm remediation objectives have been achieved and backfilling may proceed.
- D. Should the results of Engineer's testing indicate additional contaminated material excavation or removal is required, Engineer will define those areas beyond the limits originally indicated where additional contaminated material excavation or removal shall be required.

3.6 STORAGE OF EXCAVATED MATERIALS

A. Excavated contaminated material shall be stored in 55-gallon steel drums onsite. Store drums in an area designated by the Owner and Engineer in such a manner to protect existing site materials and structures from contamination, runoff and erosion. Drums shall be covered to prevent water infiltration.

END OF SECTION

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SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

- 1. Remove and dispose of soil, concrete, and steel reinforcements generated as a result of the aboveground storage tank system removal and concrete fueling island pad demolition and installation.
- 2. Coordinate all demolition work and verify the limits of the demolition work required.

B. Related Sections:

- 1. Section 01320 Construction Photographs
- 2. Section 01350 Health & Safety Plan

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.3 REGULATORY REQUIREMENTS

- A. Contractor is solely responsible for obtaining permits or approvals which may be required to perform the work of this section, including all costs, fees and taxes required or levied.
- B. Notify and obtain such permits or approvals from all agencies having jurisdiction over the Work, but not limited to Health, Building, and Fire Departments of the municipality and local, state and federal agencies.
- C. Comply with all applicable federal, state, and local environmental, safety and health requirements regarding the demolition of structures and other site features and recycling or disposal of demolition debris, as applicable.
- D. Conform to procedures identified in Section 01350 Health and Safety Plan related to site hazards associated with the project.

1.4 JOB CONDITIONS

A. The Owner will be continuously occupying the site adjacent to areas of selective demolition. Conduct selective demolition work in a manner that will minimize need for disruption of Owner's normal operations. Provide a minimum of two (2) weeks' notice to Owner of demolition activities which will impact Owner's normal operations.

- B. The Owner assumes no responsibility for actual condition of items or structures to be demolished. Conditions existing at the time of commencement of the contract will be maintained by the Owner insofar as practicable.
- C. Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.
- D. Conduct selective demolition work in a manner that will minimize need for disruption of owner's normal operations. Provide minimum of two (2) weeks' notice to owner of demolition activities which will impact owner's normal operations.
- E. Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.
 - 1. Protect from damage existing finish work that is to remain in place which will become exposed during demolition operations.
 - 2. Remove protections at completion of work.
- F. Promptly repair damages caused to adjacent facilities by demolition work at no additional cost to the Owner.
- G. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- H. Do not close, block or otherwise obstruct roadways, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- I. Maintain existing utilities, keep in service, and protect against damage during demolition operations.
- J. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

1.5 REGULATORY REQUIREMENTS

A. Comply with all applicable federal, state, and local safety and health requirements regarding the demolition of structures including the proper handling of hazardous materials (i.e., diesel oil and diesel oil-contaminated debris). Comply with all applicable federal and state requirements for the disposal of such materials.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 SAFETY SUPPLIES AND EQUIPMENT

- A. Contractor shall comply with Section 01350 and is fully responsible for the implementation and monitoring of all health and safety measures.
- B. Respirator Types: As applicable, provide workers with a full or half facepiece respirator that is approved by NIOSH/MSHA for protection against airborne dust and other hazards that may be present, and meets the requirements of the OSHA standard.

C. Protective Clothing: As applicable, provide workers and approved visitors with disposable coveralls, head and foot coverings, gloves and eye protection (i.e. safety glasses) and half-face respiratory protection including HEPA cartridges.

3.2 INSPECTION

- A. Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing structure surfaces, equipment or surrounding properties which could be misconstrued as being damaged from selective demolition work as required in Section 01320.
- B. Verify that utilities have been disconnected and capped before starting selective demolition operations. Perform lock-out/tag-out procedures as necessary.
 - 1. Unknown Site Conditions The information provided on the Drawings and in the Specifications is believed accurate. Field verify all information. Bear full responsibility for obtaining all locations of underground structures, utilities and their connections. Maintain services to buildings outside the limits of work, at no additional cost to the Owner.

3.3 DEMOLITION

- A. Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawing in accordance with demolition schedule and governing regulations.
- B. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Engineer in written, accurate detail. Pending receipt of directive from Engineer, rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.4 DISPOSAL OF DEMOLISHED MATERIAL

A. Remove debris, rubbish and other materials resulting from demolition operations from site. Transport and legally dispose of materials off-site.

B. General

- 1. Contractor shall perform any necessary analytical testing to support facility acceptance of the wastes.
- 2. Remove demolition waste materials from Project site and legally manage off-site.
- 3. Do not allow demolished materials to accumulate on-site.
- 4. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Provide evidence that the demolition materials have been received at a legal disposal, recycle, reuse or salvage location. Such proof may include truck weight slips from an approved disposal facility. Transportation of all materials off site shall be in accordance with applicable Department of Transportation Regulations. All materials leaving the site shall become the property of the Contractor.

3.5 CLEAN-UP AND REPAIR

- A. Upon completion of demolition work, remove tools, equipment, and demolished materials from site.
- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION



CONCRETE FORMS AND ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Wood Form Material
 - 2. Formwork Accessories
- B. Related Sections
 - 1. Section 03200 Concrete Reinforcement
 - 2. Section 03300 Cast-in-Place Concrete
 - 3. Section 03930 Concrete Repair

1.2 REFERENCES

- A. American Concrete Institute (ACI)
 - 1. ACI 318 Building Code Requirements for Reinforced Concrete
 - 2. ACI 347 Guide to Formwork for Concrete
- B. American Society for Testing and Materials (ASTM)
 - 1. D4 Standard Test Method for Bitumen Content
 - 2. D1056 Specification for Flexible Cellular Materials Sponge or Expanded Rubber
- C. National Institute of Standards and Technology (NIST)
 - 1. Voluntary Product Standard PS 1-95 Construction and Industrial Plywood

1.3 DESIGN REQUIREMENTS

A. Design formwork and shoring at the Contractor's expense by a Professional Engineer registered in the State where the work will be performed to conform to all design and code requirements in ACI 318 and ACI 347 and other applicable regulations and codes. The design shall consider any special requirements that may result due to the use of super plasticized and/or retarded set concrete.

PART 2 PRODUCTS

2.1 WOOD FORM MATERIALS

A. Lumber: Douglas Fir species, No. 1 grade S4S with grade stamp clearly visible

PART 3

PART 3 EXECUTION

3.1 GENERAL

- A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with Drawings.
- B. Review all work prepared by others to receive work of this Section and correct any defects affecting installation. Commencement of work by the Contractor will be construed as complete acceptance of preparatory work by others.
- C. Handle and store materials separately in such manner as to prevent intrusion of foreign matter, segregation, or deterioration. Do not use foreign materials or those containing frozen material. Remove improper and rejected materials immediately from point of use. Cover materials and accessories during construction period.

3.2 EARTH FORMS

A. Earth forms are not permitted.

3.3 FORM PREPARATION

- A. Coat contact surfaces of forms with a form release agent prior to form installation.
- B. Thoroughly clean steel forms between uses using high pressure water or jet or sand blasting to remove all mill scale, concrete laitance or other ferrous deposits from the contact surfaces of the forms.
- C. Before re-use of wood forms, thoroughly clean form contact surfaces, repair damaged areas and remove projecting nails. A partial or complete steel lining on wood sheathing or plywood will not be allowed.

3.4 FORM REMOVAL

A. The Contractor shall be responsible for damage resulting from form removal. Form removal shall conform to the requirements specified in Section 03300.

3.5 INSPECTION

- A. The Owner shall be notified when the forms are complete and ready for inspection at least thirty-six hours prior to the proposed concrete placement.
- B. Failure of the forms to comply with the requirements specified herein, or to produce concrete complying with requirements of these Specifications, shall be grounds for rejection of that portion of the concrete work. Rejected work shall be repaired or replaced at no additional cost to the Owner. Such repair or replacement shall be subject to the requirements of these Specifications and approval of the Engineer.

END OF SECTION

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CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Reinforcing Steel Bars
 - 2. Reinforcing Accessories
- B. Related Sections
 - 1. Section 03100 Concrete Forms and Accessories
 - 2. Section 03300 Cast-in-Place Concrete

1.2 REFERENCES

- A. The Massachusetts State Building Code, latest edition.
- B. American Concrete Institute (ACI)
 - 1. ACI 117 Standard Tolerance for Concrete Construction and Materials
 - 2. ACI 315 Details and Detailing of Concrete Reinforcement
 - 3. ACI 318 Building Code Requirements for Reinforced Concrete, American Concrete Institute
 - 4. ACI 350R Environmental Engineering Concrete Structures
 - 5. ACI SP-66 Detailing Manual
- C. American Society for Testing and Materials (ASTM)
 - A615 Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement
- D. American Welding Society (AWS)
 - 1. D1.4 Structural Welding Code Reinforcing Steel
- E. Concrete Reinforcing Steel Institute (CRSI)
 - 1. CRSI 63 Recommended Practice for Placing Reinforcing Bars
 - 2. CRSI 65 Recommended Practice for Placing Bar Supports, specifications and nomenclature

1.3 DELIVERY, HANDLING AND STORAGE

A. Reinforcing steel shall be substantially free from mill scale, rust, dirt, grease, or other foreign matter.

B. Reinforcing steel shall be covered and stored off the ground, protected from moisture, and kept free from dirt, oil, or other foreign matter.

PART 2 PRODUCTS

2.1 REINFORCING STEEL BARS

- A. Reinforcing steel bars shall be newly rolled billet steel conforming to ASTM A615, Grade 60.
- B. Minimum yield strength shall be 60,000 psi.

2.2 REINFORCEMENT ACCESSORIES

- A. Reinforcement accessories shall conform to Product Standard PS7-766, National Bureau of Standards, Department of commerce, Class C, as produced by Dayton Superior Corporation; R.K.L. Building Specialties Co., Inc. or equal approved by the Engineer.
- B. Reinforcement accessories shall include spacers, chair ties, slab bolsters, clips, chair bars, and other devices for properly assembling, placing, spacing, supporting, and fastening reinforcement.
- C. Tie wire shall be of sufficient strength for all intended purpose, but not less than No. 18 gauge. Metal supports shall be of such type as not to penetrate surface of formwork and show through surface of concrete.
- D. Individual and continuous slab bolsters and chairs shall be of type to suit various conditions encountered and must be capable of supporting 300 pound load without damage or permanent distortion.

PART 3 EXECUTION

3.1 EXAMINATION

A. Review all work prepared by others to receive work of this Section. Commencement of work will be construed as complete acceptance of preparatory work by others.

3.2 PREPARATION

A. Notify the Engineer prior to the start of any phase of the reinforcing work so as to provide the opportunity to inspect the work. Such notification shall be made at least 24 hours in advance of reinforcement placements and at least 36 hours in advance of other inspections (forms, etc.).

3.3 REINFORCING BAR FABRICATION

A. Fabrication of reinforcement shall be in accordance with the recommendations of CRSI.

3.4 INSTALLATION

A. Reinforcement shall be placed in accordance with requirements of CRSI 63 - "Recommended Practice for Placing Reinforcing Bars" and CRSI 65, "Recommended Practice for Placing Bar Supports" and with further requirements below.

- B. Reinforcement shall be accurately placed in accordance with Contract Documents and shall be firmly secured in position by wire ties, chairs, spacers, and hangers, each of type approved by the Engineer.
- C. Bending, welding or cutting reinforcement in field in any manner other than as shown on Drawings, is prohibited, unless specific approval for each case is given by the Engineer.
- D. Proceed with installation of embedded items, and reinforcement, but do not place concrete into or around such items until the Engineer or Owner has approved work.

3.5 FIELD QUALITY CONTROL

- A. The Engineer shall have the right to postpone or stop concrete operations when in his judgment, reinforcement and embedded item installation has not been properly completed or the quality of construction will impair strength and durability or desired finished product. Costs arising from delays due to noncompliance will not be considered.
- B. Any material or workmanship that is rejected, either at the batch plant or at the site, shall be replaced promptly at no additional cost to the Owner.
- C. Before concrete is placed, reinforcement shall be free of excessive rust, dirt, oil, scale or other foreign matter that will destroy or reduce bond requirements. Reinforcement expected to be exposed to weather for a considerable length of time shall be painted with a heavy coat of cement grout. Protect stored materials so as not to bend or distort bars in any way. Bars that become damaged will be rejected.
- D. Before concrete is placed, check all installed reinforcement to ensure that it conforms to Contract Documents and approved Shop Drawings. Such checking shall be done only by qualified experienced personnel. In addition, the Engineer shall be notified at least 36 hours prior to concrete placement and given opportunity to inspect completed reinforcement. Prior approval of Shop Drawings shall in no way limit the Engineer's right to require modifications or additions to reinforcement or accessories.

3.6 ADJUSTING

A. Carry out corrections without delay as directed by the Engineer when construction operations indicate that requirements of Contract Documents or prudent construction practices are being or are about to be violated.

END OF SECTION

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Concrete Materials
 - 2. Admixtures
 - 3. Concrete Mix
 - 4. Miscellaneous Concrete Materials
- B. Related Sections
 - 1. Section 03100 Concrete Forms and Accessories
 - 2. Section 3200 Concrete Reinforcement

1.2 REFERENCES

- A. The Massachusetts State Building Code, latest edition
- B. American Concrete Institute (ACI)
 - 1. ACI 301-95 Specifications for Structural Concrete for Buildings, (included as part of this specification)
 - 2. ACI 305 Hot Weather Concreting
 - 3. ACI 306.1-90 Standard Specifications for Cold Weather Concreting
- C. American Society for Testing and Materials (ASTM)
 - 1. C33 Standard Specification for Concrete Aggregates
 - 2. C94 Standard Specification for Ready-Mixed Concrete
 - 3. C150 Standard Specification for Portland Cement
 - 4. C260 Standard Specification for Air-Entraining Admixtures for Concrete
 - 5. C494 Standard Specification for Chemical Admixtures for Concrete

1.3 QUALITY ASSURANCE

- A. Provide notification prior to the start of any phase of concrete placement work so as to provide the opportunity to inspect the work. Such notification shall be made at least 24 hours in advance of concrete placements and at least 36 hours in advance of other inspections (forms, rebar, etc.).
- B. Facilitate inspection and by the Engineer, and furnish the following:
 - 1. Safe access to the work at all times to allow proper inspection of the work

- 2. Access by the Engineer or his representative to the batch plant supplying the concrete at any time.
- C. Portions of a structure which do not meet the requirements of the Contract Documents based on appearance or for any other aesthetic reason, shall be corrected or removed and replaced at no additional cost to the Owner.
- D. Work on new concrete structures shall conform to the requirements of ACI 306.1, Standard Specifications for Cold Weather Concreting, except as modified herein.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: shall be American-made Portland Cement, free from water soluble salts or alkalies which will cause efflorescence on exposed surfaces. Portland Cement shall be Type II, ASTM C150. Air entraining cements are prohibited.
- B. Pozzolans and Blast Furnace Slag
 - 1. Fly Ash: Class F conforming to the requirements of ASTM C618.
 - 2. Ground Granulated Iron Blast-Furnace Slag: Conforming to ASTM C989.
- C. Normal weight Fine Aggregate
 - 1. Washed, inert, natural sand conforming to ASTM C33 and the following additional requirements.
- D. Normal weight Coarse Aggregate
 - 1. Well graded crushed stone or washed gravel conforming to ASTM C33 and the following additional requirements:
 - a. Material finer than No. 200 sieve 1.0 percent maximum
 - b. Clay lumps and friable particles 2.0 percent maximum
 - c. Chert (less than 2.40 specific gravity, saturated surface dry) 3.0 percent maximum by weight.
 - d. Sum of clay lumps, friable particles, and chert (less than 2.40 specific gravity, saturated surface dry) 3.0 percent maximum by weight. This limitation only applies to aggregates in which chert appears as an impurity.
 - e. Coal and lignite 0.5 percent maximum
 - f. Soundness 18 percent maximum loss (magnesium sulfate solution, five cycles)
 - g. Soundness 10 percent maximum loss (sodium sulfate solution, five cycles)
 - 2. Coarse aggregates shall not exceed 35% by weight "percentage of wear" as determined by the Los Angeles Abrasion and Impact Tests in ASTM C131 and C535.

E. Water shall be from approved source, potable, clean and free from oils, acids, alkali, organic matter and other deleterious material.

2.2 ADMIXTURES

- A. Water-reducing agent:
 - 1. Water-reducing agent shall be by same manufacturer as air-entraining agent.
 - 2. Daracem 55 W.R. Grace & Co.
 - 3. Pozzolith 220N BASF Admixtures, Inc.
 - 4. Eucon MR Euclid Chemical Co.
 - 5. Or equal conforming to ASTM C494 Type A.
- B. Air-entraining agent:
 - 1. DAREX AEA W.R. Grace & Co.
 - 2. MB-VR or MB-AE90 BASF Admixtures, Inc.
 - 3. Air-Mix Euclid Chemical Co.
 - 4. Or equal conforming to ASTM C260.
- C. Admixtures which retard setting of cement in concrete shall not be used without written approval of the Engineer. Admixtures causing accelerated setting of cement in concrete shall not be used.

2.3 CONCRETE MIX

- A. Select proportions of ingredients to meet the design strength and materials limits specified and to produce concrete having proper placability, durability, strength, appearance and other required properties. Proportioning shall also conform to the requirements in ACI 301 and ACI 318.
- B. The concrete mix design shall be a 4000 psi compressive strength concrete using ¾ inch aggregate. The design mix shall be selected based on previous test records for a mix with essentially the same proportions, and shall meet the following limiting values in Table A:

TABLE AMaximum Allowable Water/Cement Ratios

Minimum Allowable 28 day Compressive	Maximum Allowable	Total Cementitious Material (Pounds)	
Strength (psi)	Water/Cement Ratio	Min	Max
4000	0.45	611	635

C. If sufficient test records are not available, (at least 30 consecutive strength tests or two groups of tests totaling at least 30 within the past 12 months), the design mix shall be developed using laboratory trial mixtures in accordance with ACI 301.

- D. All concrete is normal weight with air-dry weight not to exceed 150 lbs. per cubic foot.
- E. Fly ash may be substituted for up to 20 percent by weight of the total cementitious material. Ground granulated iron blast-furnace slag may be substituted for up to 40 percent by weight of the total cementitious material.
- F. For concrete flatwork with a steel trowel finish, fly ash may be substituted for up to 10 percent by weight and ground granulated iron blast-furnace slag may be substituted for up to 25 percent by weight of the total cementitious material.
- G. All concrete shall contain the approved air-entraining admixture as per manufacturer's written instructions to provide entrained air by volume in the cured concrete between 4.5 and 7.5%.
- H. The design mix shall meet the following slump limiting values in Table B:

TABLE BConcrete Slump¹

Portion of Structure	Recommended (inches)	Maximum Range (inches)
Slabs	3	2-4

I. The approved water-reducing admixture shall be used in all concrete, in accordance with manufacturer's written instructions.

2.4 MISCELLANEOUS MATERIALS

- A. Grout shall be a ready-to-use, non-metallic, non-shrink aggregate product requiring only the addition of water at the job site. Grout shall be as manufactured by Five Star Products, Inc.; Euclid Chemical Company; Master Builders; or equal. Grout shall be easily workable and shall have no drying shrinkage at any age. Compressive strength of grout (2 inch by 2 inch cubes) shall not be less than 5000 psi at 7 days, and 7500 psi at 28 days.
- B. Concrete Construction Joint Roughener:
 - 1. Provide a water soluble non-flammable, surface-retardant roughener.
 - 2. Product and Manufacturer:
 - a. Rugasol-S by Sika Corporation for horizontal joints only
 - b. Tuf-Cote (Deep Etch) by Preco Industries Ltd. for vertical joints
 - c. Approval equal

C. Bond Breaker:

- 1. Provide an adhesive-backed glazed butyl or polyethylene tape which will satisfactorily adhere to the premolded joint filler or concrete surface as required. The tape shall be the same width as the joint.
- 2. Bond breaker for concrete other than where tape is specifically called for shall be either bond breaker tape or an ASTM C309 non-staining type bond

prevention coating such as Masterkure 100WB by Degussa Construction Chemicals, Super Bondbreaker VOC or Super Bondbreaker WB by Edoco Burke Construction Chemicals, Tilt-Eez VOC or Tilt-Eez WB by Conspec Marketing & Manufacturing or equal.

D. Bonding Agent:

- 1. Provide a two-component, 100% solids, moisture –tolerant structural epoxy adhesive conforming to ASTM C881, Type II. The bonding agent shall be Sikadur 32 Hi-Mod by Sika Corporation of Lyndhurst, NJ, Concresive Liquid (LPL) by Degussa Admixtures, Inc. of Cleveland, OH or equal.
- 2. Latex bonding agent shall be a non-remulsifiable acrylic-polymer latex conforming to ASTM C1059 Type II.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify cover requirements over all reinforcement.
- B. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.
- C. Verify site conditions to insure that full access is available for placement of concrete.

3.2 JOINTS

A. Joints not indicated or specified shall be placed to least impair strength of structure and shall be subject to approval of the Engineer.

3.3 MIXING, CONSISTENCY, AND DELIVERY OF CONCRETE

- A. Concrete shall be ready-mixed, produced by a central batch plant. Hand or site mixing shall not be allowed. Constituents, including admixtures, shall be batched at the central batch plant. Admixtures shall be premixed in solution form and dispensed as recommended by the manufacturer.
- B. Central plant and rolling stock equipment and methods shall conform to Truck Mixer and Agitator Standard of Truck Mixer Manufacturer's National Ready-Mixed Concrete Association, ASTM C94, ASTM C685, and Contract Documents. Consistency of concrete at time of placement shall be at a 3 inch slump, +/- 1 inch.
- C. Ready mixed concrete shall be transported to the site in watertight agitator or mixer trucks loaded not in excess of rated capacities. Discharge at site shall be within one and one-half hours after cement is first introduced into the aggregates. Concrete with a temperature greater than 90°F. shall be rejected and removed from the site.
- D. During any of the following conditions: high ambient temperature, high concrete temperature, low relative humidity, increased wind velocity, high solar radiation, when the temperature of the concrete is 85°F or above, the time between the introduction of cement to the aggregates and discharge shall not exceed one hour. In addition, when the rate of evaporation on the surface of the concrete is expected to approach 0.2 lb/ft²/hr. (see chart in ACI 305R) special precautions shall be taken

- against the formation of plastic shrinkage cracking on the surface of the concrete after placement.
- E. During any period when for more than three successive days the average daily outdoor temperature drops below 40°F, the concrete temperature at the time of placement shall be as specified in Table C below.

TABLE CConcrete Temperature During Cold Weather

Least dimension of section, inches.	Minimum temperature of concrete as placed and maintained during the protection period, °F	Maximum gradual decrease in surface temperature during any 24 hours after end of protection, °F
Less than 12	55	50

- F. Central mixed concrete shall be plant mixed a minimum of five minutes. Agitation shall begin immediately after premixed concrete is placed in truck and shall continue without interruption until discharged. Transit mixed concrete shall be mixed at mixing speed for at least ten minutes immediately after charging truck followed by agitation without interruption until discharged.
- G. Retempering of concrete which has partially hardened by mixing with or without additional cement, aggregates, or water shall not be permitted.

3.4 PLACING CONCRETE

- A. Remove excess water and foreign matter from forms and excavations. Do not place concrete on frozen soil. Provide adequate protection against frost action during freezing weather.
- B. Transport concrete from mixer to place of final deposit as rapidly as practical by methods which prevent separation of ingredients and displacement of reinforcements, and which avoid re-handling. Do not deposit partially hardened concrete. When concrete is conveyed by chutes, equipment shall be of such size and shape to ensure continuous flow in chute. Flat (coal) chutes shall not be used. Chutes shall be of metal or metal lined and uniformly sloped. Slope shall not be less than 25° nor more than 45° from horizontal. Concrete shall be lowered and maintained as near to the surface of deposit as practicable. The chute shall be thoroughly cleaned before and after each use and debris and any water shall be discharged outside of the forms. Concrete shall not be allowed to flow horizontally over distances exceeding 10 feet or dropped vertically over 6 feet.
- C. Place concrete in such a manner as to prevent segregation and accumulations of hardened concrete on forms or reinforcement above the grade of concrete being placed. Suitable hoppers and spouts with restricted outlets and tremies shall be used as required.
- D. Thoroughly consolidate each layer of concrete by rodding and vibrating using internal type mechanical vibrator. Vibration shall be done by experienced operators under close supervision and shall be carried on only enough to produce homogeneity and optimum consolidation without permitting segregation of constituents or "pumping" of air. Vibrators used for normal weight concrete shall operate at speeds of not less

- than 7,000 vpm and be of suitable capacity. Do not use vibrators to move concrete. Vibration shall be supplemented by spading to remove bubbles and honeycombs adjacent to visible surfaces. At least one vibrator shall be on hand for every 10 cubic yards of concrete placed per hour, plus one spare. Vibrators shall be operable and on site prior to starting concrete placement.
- E. Deposit concrete continuously, and in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause formation of seams and planes of weakness within the section. If a section cannot be placed continuously between planned construction joints, as specified, field joints and additional reinforcement shall be introduced at the Contractor's expense to preserve structural continuity.
- F. Cold joints, particularly in exposed concrete, including "honeycombs", are unacceptable. If they occur in concrete surfaces exposed to view, the Engineer will require that entire section in which blemish occurs be removed and replaced with new materials at the Contractor's expense.

3.5 CURING AND PROTECTION

- A. When concrete is placed at or below an ambient air temperature of 40°F. or whenever this temperature or lower values are likely to occur within 48 hours after placement of concrete, cold weather concreting procedures, according to ACI 306.1 and as specified herein, shall be followed. The entire area affected shall be protected by adequate housing or covering, and heating. No salt, chemicals or other foreign materials shall be used in the mix to lower the freezing point of concrete. No oil or kerosene heaters shall be utilized. Vent flue gases from combustion heating units to the outside of the enclosure.
- B. No frozen materials shall be used in batching concrete and any ice shall be removed from coming into contact with the concrete.
- C. Protect concrete work against injury from heat, cold, and defacement of any nature during construction operations.
- D. Concrete shall be treated and protected immediately after concreting or cement finishing is completed, to provide continuous moist curing above 50°F. for at least 7 days, regardless of ambient air temperatures.
- E. All concrete shall be cured immediately after finishing in accordance with the following requirements:
 - 1. Curing shall be accomplished by a continuous soaking process such as the use of soaker hose or sprinklers, or by use of plastic roll materials to cover the concrete, which shall be thoroughly wetted at least once a day or more often as required in very hot weather. Such plastic shall be placed as soon as possible after finishing of concrete so that scarring of the surface will not occur. Plastic shall be held in place on the surface of the concrete in such a manner and means as will not allow it to be blown off or otherwise dislodged from the concrete surface. Curing procedures shall be maintained continuously for a period of at least 7 days.

- 2. All methods of curing shall be subject to approval of the Engineer, and each method employed shall be practical and adequate for the curing required. Curing compounds in lieu of wet curing will not be allowed.
- F. Keep permanent temperature records showing date and outside temperature during concreting operations. Thermometer readings shall be taken at start of work in morning, at noon, and again late in afternoon. Locations of concrete placed during such periods shall likewise be recorded in such manner as to show any effect temperatures may have had on construction.

3.6 REMOVAL OF FORMWORK

- A. Forms shall not be removed until concrete has attained sufficient strength to support its own weight, construction loads to be placed thereon and lateral loads, without damage to structure or excessive deflection.
- B. With the exception of construction joint bulkheads and keyways, forms and supports shall remain in place for not less than the minimum time periods noted below.
 - 1. Unless specifically authorized by the Engineer, forms for vertical surfaces shall not be removed before the concrete has attained a strength of not less than 30 percent of the minimum allowable prescribed compressive strength nor not less than the minimum time period specified in Table D.
 - 2. Definition of degree-days Total number of days times mean daily air temperature at the surface of the concrete. For example, 5 days at temperature of 60°F. equals 300 degree-days. Days or fractions of days in which temperature is below 50°F. shall not be included in calculation of degree-days except where modified by Table C above.
- C. Forms for construction joint bulkheads and keyways may be removed the following day, after the concrete pour. Extreme caution must be used to avoid damage to the concrete surface and keyway.
- D. Any test cylinders required to verify the specified minimum strengths for form removal shall be field cured under the same conditions as the concrete they represent. Such cylinders and testing shall be at the Contractor's expense.

3.7 FINISHING OF CAST-IN-PLACE CONCRETE

A. Slab Surfaces

- 1. Interior traffic bearing surfaces shall have a steel trowel finish and exterior slabs shall have a wood or magnesium trowel non-slip finish. The finish shall be accomplished by a procedure as follows, but shall be the Contractor's responsibility to produce a good and proper finish on all parts of the work:
 - a. "Steel Trowel Finish" The surface shall be screeded and given a minimum of two trowelings using a steel trowel. The final troweling shall be done at a time when the concrete has set to a point where troweling produces a ringing sound as the trowel is drawn across the surface. Where surface areas are large enough to permit their use, power finishing machines will be used. For all steel trowel finishes, a fine

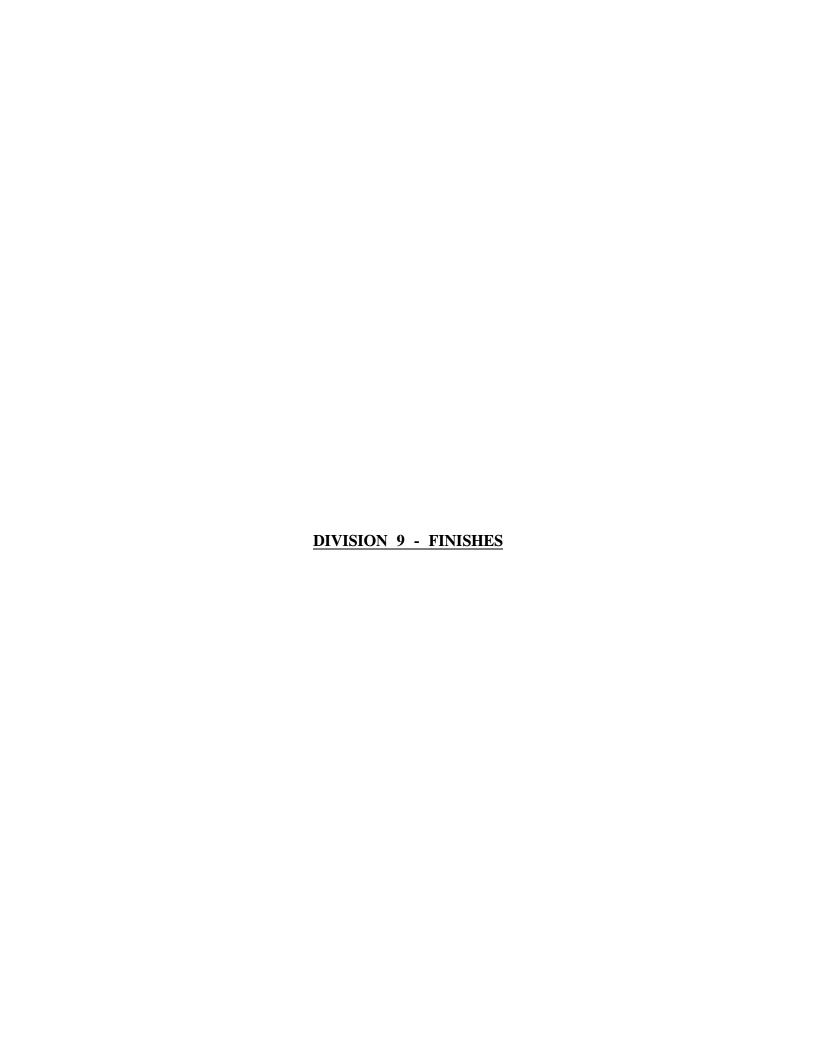
- textured dense surface shall be the final result. Premature finishing will require additional troweling to obtain the final result.
- b. "Wood Float Finish" The surface shall be screeded, given a minimum of one steel troweling and shall then be finished with a wood, cork or other float as required to produce the desired finish. In cases where a rough wood float finish is sufficient, the above procedure may be executed, omitting the steel troweling. A wood float finish shall be used only when allowed in writing by the Engineer.
- c. "Broom Finish" On exterior work such as sidewalks and where else called for, a broom finish shall be used. The finishing shall be accomplished in the following manner. Screeding shall be done and the surface worked up with a wood float. At a proper time thereafter, the surface shall be steel troweled at least once and more if so directed. Upon completion of troweling, a sufficiently stiff bristled broom shall be drawn lightly across the surface to produce a slightly striated finish. The brooming shall in general be perpendicular to the main traffic route. Coordinate required finish with the Engineer before application.
- 2. For all of the finishing procedures described, the time element is important and something that must be determined during the progress of the work as conditions warrant. Normally, free water on the surface of concrete should not occur. Allow the concrete surface to dry before starting finishing operations. Do not, under any circumstance, add dry cement to wet areas in order to accelerate drying. Finishing and rubbing required for all parts of the work shall be done only by competent "Cement Finishers" trained for the work.

3.8 CLEANING

A. Concrete surfaces shall be cleaned of objectionable stains as determined by the Engineer. Materials containing acid in any form or methods which will damage the "skin" of concrete surfaces shall not be employed, except where otherwise specified.

END OF SECTION

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PAINTING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Surface preparation and application of coatings

1.2 REFERENCES

- A. The Society for Protective Coatings (SSPC):
 - 1. Surface Preparation Specifications
 - a. SP-1 Solvent Cleaning
 - 2. SSPC-PA 1 Shop, Field and Maintenance Painting
- B. Occupational Safety and Health Administration (OSHA) Standards

1.3 SCOPE OF WORK

- A. Items of work include but are not limited to the surface preparation and coating of the following:
 - 1. Exposed exterior piping
 - 2. Piping support systems
 - 3. Touch-up painting of shop primers

1.4 SUBMITTALS

A. When requested by the Engineer, provide product container labels and labeled mixing instructions for products utilized in the Work.

1.5 OUALITY ASSURANCE

- A. Applicator Qualifications Minimum 5 years' experience in application of specified products.
- B. Regulatory Requirements Meet federal, state and local requirements limiting the emission of volatile organic compounds.

1.6 DELIVERY, HANDLING, STORAGE AND PROTECTION

- A. Deliver materials to the site in original, unbroken, containers with name and analysis of product, manufacturer's name, and shelf life date. Do not use or retain contaminated, outdated, prematurely opened, or diluted materials.
- B. Store coated items carefully. Store paints and painter's materials only in areas designated solely for this purpose. Avoid damaging or dirtying coatings by contact with soil, pavement or other harmful materials that might necessitate special cleaning. Use suitable blocking during storage.

- C. Confine mixing, thinning, clean-up and associated operations, and storage of painting debris before authorized disposal, to these areas.
- D. Do not use plumbing fixtures, piping or mechanical equipment for mixing or disposal of paint materials.
- E. Store waste temporarily in closed, nonflammable containers until final disposal. Keep no rubbish at the site longer than 24 hours. Finally, dispose of waste in an approved disposal system.
- F. During surface cleaning and painting operations, protect all surfaces not to be painted.
- G. Protect coated items, whether prime or finish, from damage due to shipping and handling. Use padding, blocking, fabric slings and extra care as required.
- H. Upon completion of field painting, ensure coatings are undamaged and in good condition. Repair damaged or deteriorated coating, resulting from failure to observe foregoing requirements.

1.7 PROJECT/SITE CONDITIONS

- A. Environmental Requirements:
 - 1. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be applied.
 - 2. Do not apply coatings when dust is being generated.
- B. Cover or otherwise protect work by other trades and surfaces not being painted during all painting operations.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Substitutions of other manufacturers will be considered only if a "product for product" listing is submitted. The Engineer reserves the right to request and receive detailed technical literature of each proposed substitution before approving any alternatives.
- B. No substitutions will be considered that decrease the film thickness, the number of coats, the surface preparation or the generic type of coating specified.

2.2 MATERIALS, GENERAL

- A. Paint Coatings Suitable for intended use, recommended by their manufacturer for intended service. All coatings, unless otherwise specified, shall be suitable for severe service.
- B. Products Used Minimum of five years satisfactory use under similar service conditions
- C. Use products of one manufacturer in any one paint coating system; all coating materials compatible. Coatings for touch-up same as original.

- D. Equipment prime or finish painted by the equipment manufacturer shall be painted in strict accordance with this Section and the equipment's individual specification section.
- E. Bear entire responsibility in providing complete compatibility of all shop and field painting systems.

2.3 COLORS AND FINISHES

A. Unless otherwise indicated, use gloss or semi-gloss for finish paint.

2.4 COATING TYPES

A. Coatings are described in the Table 09900-A Coating Schedule. Description of coating types includes minimum acceptable percent, by volume of component solids.

PART 3 EXECUTION

3.1 GENERAL

- A. Examine surfaces scheduled to receive paint and finishes for conditions that will adversely affect execution, permanence or quality of work and which cannot be put into an acceptable condition through preparatory work.
- B. Do not proceed with surface preparation or coating application until conditions are suitable.

3.2 PREPARATION

A. Basic Steps

- 1. Coordinate cleaning and painting operations to eliminate contamination of one by the other.
- 2. Maintain all coating materials at manufacturer's recommended mixing and application temperatures for not less than 24 hours before use. Have clean, proper containers applicators and accessory items ready for use before decanting or mixing paint materials.
- 3. Ensure proper coordination of materials to be applied hereunder with previous coatings on affected surfaces. Have all manufacturer's written directions on hand, and follow them strictly, except where otherwise specified.
- 4. Carefully coordinate preparation and material compatibility requirements of paint systems used by manufacturers to shop prime equipment.
- B. Before any paint application, carefully clean all surfaces to be coated of dust, dirt, grease, rust, mill scale, paint unsuitable for top coatings, efflorescence, oil, moisture, foreign matter or conditions detrimental to coating bond and durability.
 - 1. Following cleaning, apply preparatory treatment in strict accordance with manufacturer's written instructions.
- C. Prepare non-ferrous metal surfaces for finish; clean of all dirt, grease, oil and foreign substance, wash thoroughly with grease solvent, then permit to dry. Apply coatings as outlined on the Paint Schedule.

- D. Provide higher degree of cleaning for acceptable equivalent paint products when paint manufacturer recommends in his printed surface preparation recommendations.
- E. Before applying field coat, touch-up abraded areas of shop coats with paint of the same type. Apply an entire coat if necessary. Touch-up coats are in addition to, and not a substitute for first field coat. Clean deteriorated surfaces to bare metal before applying touch-up coat.
- F. After installation and before applying field coats, touch-up all scratches and blemishes on equipment, motors, pumps, instrumentation panels, electrical switchgear, and similar items with shop coats, paint filler, enamel or other treatment customary with manufacturer.
- G. After installation, touch up all scratches and blemishes on all steel.

3.3 APPLICATION

A. Conditions

- 1. Do not apply paints or other finish to wet or damp surfaces, except in accordance with instructions of manufacturer. Do not apply exterior paint during cold, rainy, or frosty weather, or when temperature is likely to drop to freezing within the paint coatings curing time as specified by the paint manufacturer. Avoid painting of surfaces while they are exposed to direct sunlight.
- 2. Paint surfaces which have been cleaned, pretreated, or otherwise prepared for painting with first finish coat as soon as practicable after such preparation has been completed, but in any event prior to deterioration of prepared surface.
- 3. Coat blast cleaned metal surfaces immediately after cleaning, before any rusting or other deterioration or contamination of the surface occurs. Do not coat blast cleaned surfaces later than 8-hours after cleaning under ideal conditions or sooner if conditions are not ideal.

B. Methods

- 1. Prepare surfaces, mix and apply paint materials in strict accordance with manufacturer's printed instructions and recommendations, except where specifically directed otherwise. Control temperature of materials upon mixing and application, surface temperature and condition, thinning and modifying.
- 2. Protect surfaces to be coated, before, during and after application unless ambient weather conditions are favorable.

C. Workmanship

- 1. Apply coating materials to meet manufacturer's spreading rate and dry film thickness recommendations. Dry film thicknesses specified are constant for brush, spray, roller or other form of application.
 - a. Control thinning for spray use and to manufacturer's printed instructions, and produce specified dry film thickness on level surfaces, interior and exterior angles.

- 2. Apply paints and coatings using skilled painters, brushed, rolled or sprayed out carefully to a smooth, even coating without runs or sags. Flow enamel on evenly and smoothly. Allow each coat of paint to dry thoroughly, on the surface and throughout the film thickness, before the next coat is applied.
- 2. Finish surfaces Uniform in finish and color, and free from flash spots and brush marks

3.4 PROTECTION, CLEAN-UP

A. Protect all materials and surfaces painted or coated under this Section, from the time of surface preparation until the final coat has fully dried. Also protect all adjacent work and materials from touch-up painting by the use of sufficient dropcloths during the progress of this work. Upon completion of the work, clean up all paint spots, oil, and stains from floors, glass, hardware, and similar finished items.

3.5 PAINT SCHEDULE

A. Coordinate, schedule and confirm the cleaning, touch-up and finishing operations. Ensure the transmission of materials data, color selections and coating system methods between the coating applicators.

3.6 FIELD QUALITY CONTROL

A. Unsatisfactory Application

- If surface has an improper finish color or insufficient film thickness, clean surface and topcoat with specified paint material to obtain specified color and coverage. Obtain specific surface preparation information from coating manufacturer.
- 2. Evidence of runs, bridges, shiners, laps or other imperfections is cause for rejection.
- 3. Repair defects in accordance with written recommendations of coating manufacturer.

B. Damaged coatings, Pinholes and Holidays

- 1. Feather edges and repair in accordance with recommendations of paint manufacturer.
- 2. Hand or power sand visible areas of chipped, peeled or abraded paint, and feather the edges. Follow with primer and finish coat. Depending on the extent of repair and appearance, a finish sanding and topcoat may be required.
- 3. Apply finish coats, including touchup and damage repair coats in a manner that will present a uniform texture and color-matched appearance.

3.7 FINAL TOUCH-UP

A. Prior to final completion and acceptance, examine painted and finished surfaces and retouch or refinish as necessary to leave surfaces in perfect condition.

TABLE 09900-APaint System Schedule

		Finish		
Surface	Surface Preparation	Primer	Final Coat	Final Coat Color
Piping, Exterior	Clean and dry, free of dirt, oil, grease	RUST-OLEUM, Universal Acrylic Primer, CM-04	RUST-OLEUM, Steel-Tech Polyurethane Coating	Metallic Grey

END OF SECTION



FUEL STORAGE EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

A. SECTION INCLUDES

- 1. General
- 2. Aboveground storage tanks
- 3. Remote spill containers
- 4. Adaptors
- 5. Overfill prevention valves
- 6. Mechanical gauging
- 7. Submersible pumps
- 8. Emergency shear valves
- 9. Under dispenser containment pans
- 10. Venting
- 11. Manual gauge port
- 12. Owner furnished products
- 13. Temporary fuel storage

B. Related Requirements

- 1. Section 01640 Owner Furnished Products
- 2. Section 13426 Fuel Tank Monitoring and Management Systems
- 3. Section 15050 Piping General
- 4. Section 15102 Carbon Steel Pipe and Fittings
- 5. Section 15110 Valves
- 6. Section 16050 Basic Electrical Requirements
- 7. Section 16060 Grounding and Bonding
- 8. Section 16137 Control Cabinets and Enclosures
- 9. Section 16131 Conduit
- 10. Section 16410 Explosion-Proof Disconnect Switches

1.2 REFERENCES

- A. 310 Code of Massachusetts Regulations (CMR) 7.24 Stage I and II Vapor Recovery Amendments
- B. 527 CMR 1.00 Massachusetts Comprehensive Fire Safety Code
- C. National Fire Protection Association (NFPA) Standard 30 Flammable and Combustible Liquids Code, 2012 edition
- D. NFPA Standard 30A Motor Fuel Dispensing Facilities and Repair Garages, 2012 edition
- E. Petroleum Equipment Institute (PEI) Recommended Practice (RP) 200 Installation of Aboveground Storage Systems, 2013 Edition
- F. PEI RP 300 Installation and Testing of Vapor-Recovery Systems at Vehicle Fueling Sites, 2009 Edition
- G. Steel Tank Institute R912-00 Installation Instructions for Shop Fabricated Stationary Aboveground Storage Tanks for Flammable, Combustible Liquids
- H. Underwriters Laboratories, Inc. (UL) Standard 142 Steel Aboveground Tanks for Flammable and Combustible Liquids, 2006 Edition
- UL Standard 1238 Standard for Control Equipment for Use with Flammable Liquid Dispensing Devices, 2015 Edition
- J. UL Standard 2085 Protected Aboveground Tanks for Flammable and Combustible Liquids
- K. Uniform Fire Code Flammable and Combustible Liquids, 2000 Edition

1.3 SUBMITTALS

- A. Submit to the Engineer:
 - 1. Product certificates provided by the manufacturer certifying material compliance with the speciation.
 - 2. Factory and field test reports.
 - 3. Warranty information.

1.4 QUALITY ASSURANCE

- A. Equipment manufacturers shall have a minimum of ten years of experience in the design and manufacture of equipment of similar size, type, and capacity.
- B. Contractor and shall have a minimum of ten years of experience in the installation of equipment of similar size, type, and capacity and complete five projects of similar scope within the past two years.
- C. Contractor shall verify tank integrity at the time of delivery from the manufacturer and the integrity of the tank and piping system upon completion of the installation.
- D. All equipment provided for the project must be new and installed in a workman like manner in accordance with the manufacturer's requirements.

- E. 100% of the primary and secondary containment for the tank and piping shall be tested for tightness following an approved testing method.
- F. Following the installation of the system provide the following items to the Owner:
 - 1. As-built drawings showing the location of equipment and conduit routing.
 - 2. Manufactures installation, operation and maintenance manuals.
 - 3. Tank installers checklist, vapor recovery test records, hydrostatic testing records for dispenser pans and tightness testing records as described herein.

G. Warrantees

- 1. The Contractor shall warrantee equipment and materials for one-year from the date of installation. For the purpose of this warrantee the date of installation shall be the Substantial Completion Date.
- H. The storage tank manufacturer shall provide a written 30-year limited warrantee for each tank.
 - 1. Contractor shall provide the manufacturer's completed written warrantee paperwork to the Owner with a copy of the manufacturer's installation checklist and any other information required by the manufacturer to register the warrantee.

PART 2 PRODUCTS

2.1 GENERAL

- A. Owner furnished products shall be reused as specified in this Section and Section 01640.
- B. Fuel tank interstitial monitoring, containment pan monitoring and overfill alarms shall be as specified in Section 13426.
- C. Fuel piping shall be installed as specified in Sections 15050 and 15102.
- D. Explosion-Proof emergency electrical disconnect switch shall be as specified in Section 16410.

2.2 ABOVEGROUND STORAGE TANKS

- A. Provide two (2) 9,500-gallon UL 2085 Fireguard thermally insulated double-walled, horizontal steel tanks as specified below:
 - 1. Approximate storage tank dimensions are as follows:
 - a. Overall length: 25-feet, 11-inches
 - b. Overall diameter: 8-feet, 6-inches
 - 2. One tank shall be suitable for gasoline storage and one tank shall be suitable for diesel fuel storage.
 - 3. Tanks shall be designed for the aboveground storage of flammable and combustible liquids at atmospheric pressure.

- 4. The tanks shall be equipped with two UL listed factory supplied painted steel saddles welded to the tank.
- 5. The inner and outer tanks shall be manufactured in accordance with the UL 142 Standard. The entire tank shall be labeled in accordance with UL 2085 requirements and comply with the UL 2085 standard, to include, but not limited to testing for ballistics, impact, hose stream, and pool fire performance standards.
- 6. Each tank shall be delivered to the site as a complete UL listed assembly.
- 7. The outer tanks shall provide complete secondary containment of the primary storage tank's contents by use of an impervious steel outer wall.
- 8. The space between the primary and secondary tanks shall be filled with a minimum of 3-inches of porous, lightweight monolithic thermal insulation. Insulating material shall be installed at the factor and is required to meet the following criteria:
 - a. Manufactured in accordance with the requirements of the American Society of Testing Materials Standards C222 and C-495
 - b. Allow liquid to migrate to a monitoring point
 - c. Insulating material shall not be exposed to the weather and shall be protected by the tank outer walls
- 9. Plastic/PVC shipping plugs, if provided by the manufacturer, shall be removed and preplaced with steel plugs, painted white to match the tank.
- 10. Lifting lugs shall be provided at a balancing point to facilitate handling and installation.
- 11. The tanks shall be provided with a coating system meeting the requirements outlined below:
 - a. Surface preparation: Grit blast SSPC-SP-6 white metal blast
 - b. Finish coat: White, high performance acrylic polyurethane coating, 5-7 mil dry-film thickness, minimum
- 12. The tanks shall be provided with a minimum of four tabs on the end of each tank that will be closest to the fuel island for the Contractor to use in constructing a pipe and conduit support rack.
- 13. Pipe support rack:
 - a. Contractor shall construct a pipe support rack mounted to tabs located on the tank heads as shown in the Drawings.
 - b. Tabs shall be welded to the tank head and painted by the tank manufacturer at the factory.
 - c. Contractor shall construct a pipe support rack in compliance with applicable State codes.
- 14. Ladders and Step-Off Platforms:

- a. Contractor shall provide a steel ladder with a step-off platform for each tank as shown on the project Drawings.
- b. Ladders and platforms shall be compliant with the requirements of the Occupational Health and Safety Administration (OSHA) requirements.
- c. The ladders and platforms shall be mounted to the tank using tabs welded and painted by the tank manufacturer.
- d. The ladders and step-off platforms shall be provided by the tank manufacturer.
- 15. A fitting schedule is provided on the Drawings showing the fitting sizes, location and total number of required fittings.
- 16. All fitting shall be located above the maximum liquid level, along the centerline of the tank.
- 17. A tank chart showing the conversion from inches-to-gallons in 1/8-inch increments shall be provided.
- 18. The tank chart shall be laminated and affixed to the underside of the remote spill container cover.
- 19. Tanks shall be grounded as shown on the project Drawings.
- 20. The tanks shall meet the requirements of the California Air Resources Board (CARB) Standing Loss Control for Aboveground Storage Tanks, Executive Order VR-302-F.

2.3 PROVIDE FOUR (4) FLANGED EMERGENCY VENTS

- A. Emergency vents shall be sized by the tank manufacturer.
- B. Flanged emergency vents shall be provided for both the primary and secondary tanks.
 - 1. Long-bolt manways shall not be allowed as a means of emergency venting.
- C. The gasoline tank emergency vent pressure setting shall not be less than the pressure/vacuum vent setting.
- D. A CARB Enhanced Vapor Recovery (EVR) certified emergency vents shall be provided as required by 310 CMR 7.24.

2.4 SIGNAGE

- A. Provide the following signage on three (3) sides of the tank:
 - 1. Tank capacity
 - 2. A 10-inch by 10-inch NFPA diamond indicating the hazards associated with the tank contents.
 - 3. "NO SMOKING"
 - 4. Diesel tank only: "COMBUSTIBLE"
 - 5. Gasoline tank only: "FLAMMABLE"

B. Signage is not required for the tank sidewalls facing each other.

2.5 REMOTE SPILL CONTAINERS

- A. Provide two (2) weathertight, fifteen-gallon capacity remote spill containers.
 - 1. The gasoline remote dispenser shall be equipped with dual ports for fuel delivery and vapor recovery piping.
 - 2. The diesel tank remote dispenser shall have a single port for fuel delivery piping.
- B. Spill containers shall be provided with a white powder coat finish.
- C. The spill bucket cover shall be equipped with a gas spring cylinder, or other means provided by the equipment manufacturer to hold the cover in the open position during filling.
- D. Containers shall be provided with tabs for locking the covers in the closed position, installed by the equipment manufacturer.
- E. CARB EVR approved spill containers shall be provided as required by 310 CMR 7.24.

2.6 SIGNAGE

- A. Each remote spill container shall be labeled as "GASOLINE" or "DIESEL", as appropriate.
- B. Lettering shall be 3-inches high with black lettering on a white background.

2.7 ADAPTORS

- A. Fill and Vapor Recovery Adaptors
 - 1. Provide 3-inch aluminum or brass Cam and Groove type, rotatable fill and vapor recovery adaptors.
 - 2. All adaptors shall be provided with tight fitting caps to prevent water intrusion and to control vapors.
 - 3. Dry disconnect valves and ball valves shall be provided at each filling location as shown on the Drawings.

B. Gauge port adaptors

- 1. Provide two (2) 2-inch cam and groove type brass or aluminum adaptors for each tank manual gauging port.
- 2. Gauge port caps shall be lockable.
- 3. Gauge ports shall be labeled "GAUGE STICK PORT" printed in black lettering on yellow background.
- C. CARB EVR approved adaptor caps shall be provided as required by 310 CMR 7.24.

2.8 OVERFILL PREVENTION VALVES

A. Provide two (2) aboveground storage tank 3-inch overfill prevention valves.

- B. Overfill prevention valves shall be installed to limit the volume of the tank to 95% of design capacity, based on the tank manufacturer provided tank chart.
- C. Valves shall be provided with 3-inch male or female threaded inlet and outlet connections and be manufactured for use with remote filling stations.
- D. Valves shall have a minimum operating pressure of 5 pounds per square inch (psi) and a maximum operating pressure of 100 psi.
- E. Internal valve working mechanisms shall be constructed of stainless steel.
- F. Provide a 3-inch drop tube extending to within 6-inches of the bottom of the tank as shown on the Drawings.
- G. CARB Enhanced Vapor Recovery (EVR) overfill prevention valves shall be provided as required by 310 CMR 7.24.

2.9 MECHANICAL GAUGING

- A. Provide two (2) mechanical level gauges
- B. Level gauges shall provide a direct reading of the tank contents in feet and inches.
- C. Gauge floats, cables and internal pars shall be constructed of stainless steel.
- D. Gauge housing shall be constructed of corrosion resistant material or power coated aluminum.
- E. Gauges, seals and floats shall be compatible with the materials to be stored.

2.10 SUBMERSIBLE PUMPS

- A. Provide two (2) submersible fuel pumps.
- B. Contractor shall provide the following submersible fuel pumps:
 - 1. One 3/4-horsepower pump for gasoline service.
 - a. Electrical requirements: 60 HZ, single-phase.
 - 2. One 3/4-horsepower pump for diesel service.
 - a. Electrical requirements: 60 HZ, single-phase.
- C. Pumps shall be designed for installation in a Class 1, Group D location.
- D. Pumps shall be sized for installation through a 4-inch fitting.
- E. Pumps shall be compatible with the fuel to be transferred.
- F. Provide one new Control Box for each submersible pump.
 - 1. The Control Box shall be capable of acting as a secure lock-out-tag-out device.
- G. Provide and install one mechanical line leak detector on each submersible pump.
 - 1. The line leak detector shall be manufactured by the pump manufacturer and intended for use on the equipment provided.
 - 2. Line leak detector shall be capable of detecting a leak of 3 gph at 10 psi.

- H. The submersible pumps shall be provided with, at a minimum, built in check valves, air eliminators, siphon check valve, pressure test screw and expansion relief valve.
- I. Provide two (2) 1.5-inch diameter by 12-inch long stainless steel flexible connectors to isolate the piping from vibration.
- J. Provide two (2) 1.5-inch diameter 2-way normally closed solenoid valves in accordance with Section 15110.

2.11 EMERGENCY SHEAR VALVES

- A. Provide two (2) rigidly anchored emergency shear valves for the diesel and gasoline dispensers.
- B. Valves shall be double-poppet valves designed for pressure applications with a fusible link designed to close the valve at 165 degrees Fahrenheit.
- C. Valve shall be equipped with an internal thermal relief valve designed to relieve pressures over 25 psi.
- D. Valves shall have male or female treaded ends of the same diameter as the fuel pipe.
- E. Emergency shear valves shall be anchored at the base to stabilizer bars located inside of the containment pan and anchored into the concrete fueling island pad.
- F. Emergency shear valves shall be equipped with test plugs.
- G. A single offset adaptor will be allowed for each dispenser.

2.12 UNDER DISPENSER CONTAINMENT PANS

- A. Provide two (2) UL Listed shallow under dispenser containment pans.
- B. Dispenser pans shall be located beneath the Owner Furnished gasoline and diesel dispensers.
- C. Dispensers, including hoses, nozzles and retractors, shall be removed, stored onsite and reinstalled by the Contractor.
- D. Dispenser pans shall be hydrostatically tested as described in Section 3.3 of this Section.

2.13 VENTING

- A. Provide one 2-inch atmospheric vent for each tank.
- B. Vents shall discharge upward and be protected from intrusion of rain with a weather proof hood with a noncorrosive screen not coarser than 30-mesh.
- C. Vents shall terminate 12' above ground level and be located where shown on the Drawings.
- D. The vent installations shall comply with the applicable sections of fire and mechanical codes, including, but not limited to, NFPA 30, NFPA 30A and the UFC.
- E. CARB EVR vents shall be provided as required by 310 CMR 7.24.

2.14 OWNER FURNISHED PRODUCTS

- A. Contractor shall drain, clean, remove, store and reinstall two (2) Wayne dispensers.
- B. Contractor shall provide two new mounting brackets for the dispensers:
 - 1. Manufacture: Wayne
 - 2. Dispenser Model No.: G6201D/27AGJK/W1
- C. Contractor shall reuse the existing FuelMaster system.
- D. Conduit and wiring from the FuelMaster terminal to the dispensers and fuel tanks shall be replaced by the Contractor.
- E. The existing canopy and footing shall remain.
- F. The existing fire suppression system shall remain.
- G. Contractor shall temporarily remove portions of the fire suppression support rack to allow for demolition and construction of the new fueling island concrete pad.
- H. Contractor shall be responsible for reinstalling the fire suppression system support rack and testing of the fire suppression system.

2.15 TEMPORARY FUEL STORAGE

- A. Provide two (2) 4,000-gallon double-walled, UL 2085 Fireguard thermally insulated horizontal steel tanks for the Owner's use during demolition and construction.
- B. Each of the temporary tanks shall be equipped with an overfill prevention valve meeting the requirements of this Section.
- C. Each temporary tank shall be equipped with a 3/4-horsepower pump for vehicle fueling.
- D. Pumps shall include hoses, nozzles, breakaways, hangars and equipment necessary to provide a fully functional fueling system.
- E. Temporary storage tanks will be located at the DPW garage.

PART 3 EXECUTION

3.1 GENERAL

- A. Obtain all local permits prior to beginning demolition of the existing aboveground storage tanks and installation of new fuel storage tanks.
- B. Install new and owner furnished equipment in accordance with the manufacturer's instructions. Provide a copy of the Manufacturer's checklist with the closeout documentation.
- C. On behalf of the Owner, register the new equipment and serial numbers in accordance with the manufacturer's warrantee requirements.
- D. Furnish all labor, materials, equipment and supervisory, operating and monitoring personnel to conduct the Work as shown on the project Drawings and specified herein in a safe and professional manner. All work shall be conducted in accordance with NFPA 30 and 30A, 527 CMR 1.00, UL 1316, PEI P 200.

- E. Perform system tests in accordance with the manufacturer's recommendations, NFPA 30 and NFPA 30A.
- F. Contractor shall furnish and install all other items including hangers, supports, conduit, wiring and all other devices required to complete the system.
- G. Installation of equipment and materials shall be in accordance with the manufacturer's recommended practice, State code and the Project Manual. Where conflict occurs between regulatory requirements, the manufacturer's recommendation, code requirements and the Project Manual or plans, the more stringent requirements will take precedence.
- H. Trenches shall be free from material that may damage conduit. Care shall be taken so that foreign matter is not introduced into the excavation or backfill during Work.
- I. Provide warranty information for the storage tank and appurtenances.

3.2 INSTALLATION

- A. Work shall be installed in accordance with the manufacturer's printed instructions.
- B. Install piping in accordance with pump and dispenser manufacturer's recommendations. Provide offsets and fittings as necessary for piping installation.
- C. Provide 1 year warranty for workmanship and product defect for the storage tank and appurtenances.
- D. Provide pipe fittings, bushings, anchors, electrical wiring and ancillary equipment required to provide the Owner with a fully functional fuel system.

3.3 TESTING

- A. Tightness test the tank and piping following installation of the tank and all appurtenances.
 - 1. Provide documentation that the system has been tested in accordance with the manufacturer's recommendations, NFPA 30 and NFPA 30A.

B. Dispenser pan testing:

- 1. Contractor shall conduct a hydrostatic test of the dispenser leak detection pans by filling the pans to the top with water, or to the level that activates the leak detection sensor.
- 2. The test will be considered a failure if there is a loss of 1/8-inch or greater of water over a period of one hour.
- 3. Should the pans fail the hydrostatic test, the contractor shall be responsible for repairing or replacing the pan and retesting the failed equipment at no cost to the Owner.
- 4. Provide records of the hydrostatic test to the Owner. The records shall include the results of the test, date and time of the test and the name and company of the individual performing the test.

END OF SECTION

FUEL TANK MONITORING AND FLEET MANAGEMENT SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Fuel tank monitoring system
 - 2. Owner furnished products
 - a. Fleet management system

B. Related Sections

- 1. Section 01640 Owner Furnished Products
- 2. Section 13201 Fuel Storage Equipment
- 3. Section 16050 Basic Electrical Requirements
- 4. Section 16060 Grounding and Bonding
- 5. Section 16120 Conductor and Cables
- 6. Section 16131 Conduit
- 7. Section 16136 Boxes
- 8. Section 16137 Control Cabinets and Enclosures
- 9. Section 16131 Conduit
- 10. Section 16410 Explosion-Proof Disconnect Switches

1.2 REFERENCES

- A. 527 Code of Massachusetts Regulations (CMR) 1.00 Massachusetts Comprehensive Fire Safety Code
- B. National Fire Protection Association (NFPA) Standard 30 Flammable and Combustible Liquids Code, 2012 edition
- C. NFPA Standard 30A Motor Fuel Dispensing Facilities and Repair Garages, 2012 edition
- D. Petroleum Equipment Institute (PEI) Recommended Practice (RP) 200 *Installation of Aboveground Storage Systems*, 2013 Edition
- E. Steel Tank Institute R912-00 Installation Instructions for Shop Fabricated Stationary Aboveground Storage Tanks for Flammable, Combustible Liquids
- F. Underwriters Laboratories, Inc. (UL) Standard 1238 Standard for Control Equipment for Use with Flammable Liquid Dispensing Devices, 2015 Edition
- G. Uniform Fire Code Flammable and Combustible Liquids, 2000 Edition

1.3 SUBMITTALS

A. Submit to the Engineer:

- 1. Product certificates provided by the manufacturer certifying material compliance with the speciation.
- 2. Factory and field test reports.
- 3. Shop drawings, wiring diagrams and manufacturer's product information for the tank monitoring system console, tank level probes, interstitial and dispenser monitoring sensors, alarms boxes and cables.
- 4. Warranty information.

1.4 QUALITY ASSURANCE

- A. Equipment manufacturers shall have a minimum of ten years of experience in the design and manufacture of equipment of similar size, type, and capacity.
- B. Contractor and shall have a minimum of ten years of experience in the installation of equipment of similar size, type, and capacity and complete five projects of similar scope within the past two years.
- C. All equipment provided for the project must be new and installed in a workman like manner in accordance with the manufacturer's requirements.
- D. Following the installation of the fuel monitoring system provide the following items to the Owner:
 - 1. As-built drawings showing the location of equipment and conduit routing.
 - 2. Manufactures installation, operation and maintenance manuals.
 - 3. Manufacturer's installer checklist.

E. Warrantees

- 1. The Contractor shall warrantee equipment and materials for one-year from the date of installation. For the purpose of this warrantee the date of installation shall be the Substantial Completion Date.
- 2. Contractor shall provide the manufacturers completed written warrantee paperwork to the Owner with a copy of the manufacturer's installation checklist and any other information required by the manufacturer to register the warrantee.
- F. Tank level sensor for the overfill alarm probe shall be able to detect a leak or discharge of 0.10 gallons per hour with a probability of detection of at least 95% and a maximum probability of false alarm of 5% as determined by the National Work Group on Leak Detection Evaluators.
 - 1. The system shall be able to perform this testing on tanks with an minimum volume of 25% and a maximum volume of 90% of the tank's design capacity.

PART 2 PRODUCTS

2.1 FUEL TANK MONITORING SYSTM

- A. Provide one (1) complete fuel monitoring system as specified.
 - 1. One (1) fuel monitoring system console
 - a. Console shall have a touch screen display with printer, Veeder-Root TLS 450 Plus, or equal.
 - b. Dispenser Interface Module (DIM) shall be compatible with the existing FuelMaster system and fuel dispensers.
 - c. Software shall be provided by the system manufacturer.
 - 2. System shall be compatible with the existing Veeder-Root overfill alarm and acknowledgement switch
 - 3. The fuel tank monitoring system shall be accessible via:
 - a. Web-enabled browser to include PC, laptop, smartphone (Android or Apple), tablet, or iPad
 - b. iPhone web application
 - 4. Tank level management reports shall be downloadable and printable from the web browser without the need for additional software.
 - 5. System shall have a customizable user login option with role based access levels.
 - a. Contractor shall input initial role based access into the system for the Owner.
 - 6. Provide Two (2) magnetorestrictive tank level probes for monitoring both fuel and water levels in the fuel storage tanks.
 - a. Metallic probe components shall be of stainless steel construction.
 - b. Floats shall be 4-inhes in diameter and compatible with the material stored.
 - c. Tank level probes shall be calibrated to provide an overfill alarm at 90% capacity.
 - 7. Provide two (2) new non-discriminating sump leak detection sensors for the dispenser pans.
 - a. Sensors shall be located at the lowest point in the pans.
 - b. Locations for pan sensors are as follows:
 - 1) Diesel dispenser sump
 - 2) Gasoline dispenser sump
 - 8. Interstitial sensor shall be a non-discriminating type capable of detecting 1-75-inch of liquid in the interstitial space

- B. The fuel tank monitoring system shall be capable of providing fuel inventory information to the existing FuelMaster fuel management system.
 - 1. The FuelMaster system and fuel tank monitoring systems shall be integrated to provide the Owner with enhance control and monitoring of fuel use.

2.2 FUEL MANAGEMENT SYSTEM

- A. The Department of Public Works has an existing FuelMaster Plus fuel management system. The Contractor shall reuse the existing FuelMaster Plus.
 - 1. Model No. FMU 3500
- B. The fuel management and monitoring systems shall be programmed to reconcile fuel quantities dispensed and delivered.

PART 3 EXECUTION

3.1 GENERAL

- A. Contractor shall be responsible for obtaining the appropriate permit(s) from the local permitting authority.
- B. Install new and owner furnished equipment in accordance with the manufacturer's instructions. Provide a copy of the manufacturer's checklist with the closeout documentation.
- C. On behalf of the Owner, register the new equipment and serial numbers in accordance with the manufacturer's warrantee requirements.
- D. Furnish all labor, materials, equipment and supervisory, operating and monitoring personnel to conduct the Work as shown on the project Drawings and specified herein in a safe and professional manner. All work shall be conducted in accordance with NFPA 30 and 30A, 527 CMR 1.00, and PEI RP 200.
- E. Perform system tests in accordance with the manufacturer's recommendations, NFPA 30 and NFPA 30A.
- F. Contractor shall furnish and install all other items including hangers, supports, conduit, wiring and all other devices required to complete the system.
- G. Installation of equipment and materials shall be in accordance with the manufacturer's recommended practice, State code and the Project Manual. Where conflict occurs between regulatory requirements, the manufacturer's recommendation, code requirements and the Project Manual or plans, the more stringent requirements will take precedence.
- H. Trenches shall be free from material that may damage conduit. Care shall be taken so that foreign matter is not introduced into the excavation or backfill during Work.
- I. Provide warranty information for Contractor installed equipment.

3.2 INSTALLATION

- A. Work shall be installed in accordance with the manufacturer's printed instructions.
- B. Obtain all local permits prior to beginning work.

- C. Install the equipment in strict accordance with the manufacturer's recommendations and applicable fire and environmental codes.
- D. Provide 1-year warranty for workmanship and product defect for the fuel monitoring system and equipment.
- E. On behalf of the Owner, register the fuel monitoring system and serial number with the equipment manufacturer.
- F. Provide conduit fittings, bushings, anchors, electrical wiring and ancillary equipment required to provide the Owner with a fully functional system.

3.3 TESTING

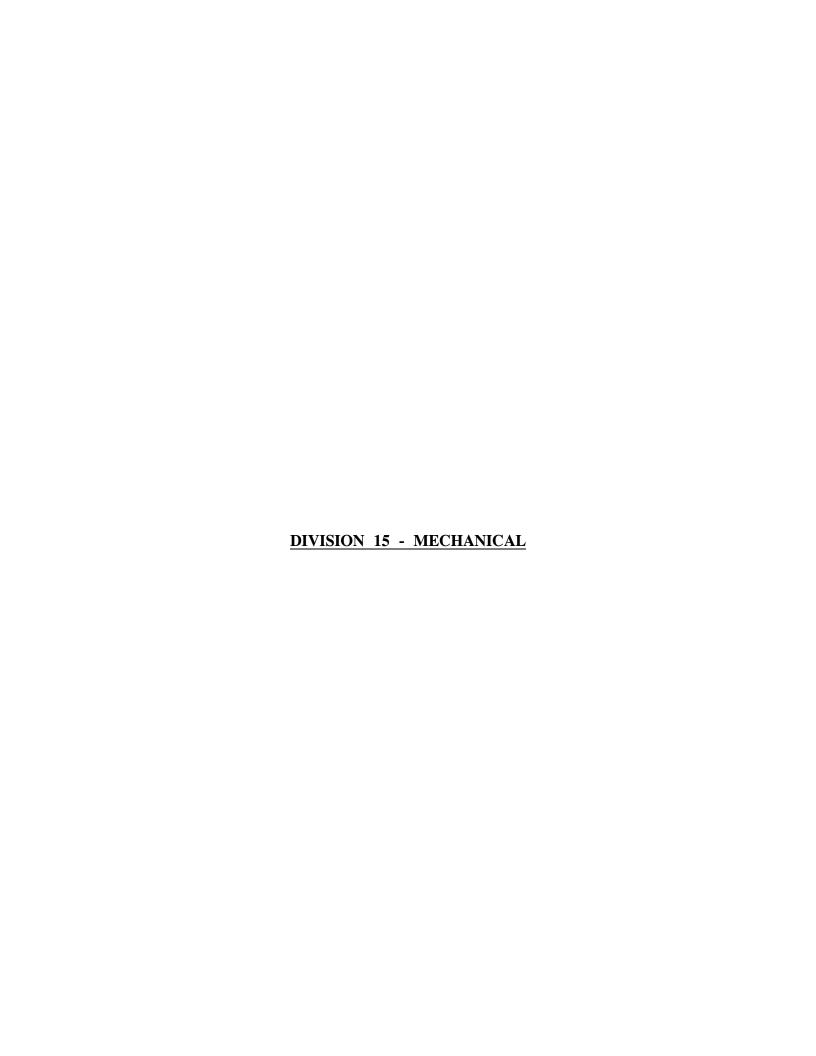
1. Perform system tests in accordance with the manufacturer's recommendations and NFPA 30.

3.4 TRAINING

1. Provide two (2) hours of training for the Owner and Owner's employees on the operation of the new fuel monitoring system to include a review of system functions, remote access via PC, smartphone and tablet or ipad, the liquid level probe and leak sensor locations.

END OF SECTION

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PIPING - GENERAL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Anchor bolts
 - 2. Pipe and equipment coatings
 - 3. Piping installation
 - 4. Testing

B. Related Sections

- 1. Section 09900 Painting
- 2. Section 15060 Hangers and Supports

1.2 REFERENCES

A. ASTM A36 – Specification for Carbon Structural Steel

1.3 SUBMITTALS

A. Material specifications and shop drawings for all materials and equipment furnished under this Section

1.4 QUALITY ASSURANCE

- A. The location of all equipment, fixtures, and piping is considered to be approximate only and the Engineer has the right to change at any time before the work is installed, the position of equipment and piping to meet structural conditions, avoid interferences, provide proper clearances or for other sufficient causes. Such changes shall be made without additional expense to the Owner.
- B. The drawings and diagrammatics show the pipe sizes and general routing. Offsets and fittings required to avoid field interferences and provide improved layout shall be provided at no additional cost to the Owner.
- C. All pipe, tube, hose, and fittings in a given specification section shall be the product of a single manufacturer who is experienced in the manufacture of the materials to be furnished. The manufacturer must have provided materials which have be successfully installed and operated for at least 5 years in a similar application.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Care shall be taken in loading, transporting, and unloading to prevent damage to the pipe or coatings. Pipe or fittings shall not be dropped. All pipe or fittings shall be examined before installing, and no piece shall be installed which is found to be defective. Any damage to the pipe coatings shall be repaired as directed by the Engineer at no additional cost to the Owner.

- B. If any defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner. All pipe and fittings shall be thoroughly cleaned before installing, shall be kept clean until they are used in the work, and when installed shall conform to the lines, grades and dimensions required.
- C. Provide factory-applied plastic end-caps on each length of pipe and tube. Maintain end-caps through shipping, storage and handling to prevent pipe-end damage and prevent entrance of dirt, debris, and moisture. Protect stored pipes. Elevate above grade and enclose with durable, waterproof wrapping. When stored inside, do not exceed structural capacity of the floor. Protect flanges, fittings, and specialties from moisture and dirt by inside storage and enclosure, or by packaging with durable, waterproof wrapping.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Sleeves Furnish all sleeves required under this Division. Coordinate the sleeve locations and elevations for placement.
- B. Anchor Bolts Anchor bolts, nuts, washers, and bolt sleeves shall be Type 316 stainless steel. Expansion bolts shall be "Thunderstuds," as manufactured by Unifast Industries, Inc., Hauppauge, NY, Redhead "Wedge Anchors" as manufactured by ITT Phillips; Michigan City, Indiana or Molly parabolt as manufactured by USM Corporation, Shelton, CT. All expansion bolts and associated hardware shall be stainless steel.

2.2 FINISHES

A. Pipe and Equipment Coatings - The prime and field applied coatings shall conform to the requirements of Section 09900. Prime coats must be compatible with the paint system approved for this project.

PART 3 EXECUTION

3.1 PREPARATION

- A. Clean and prepare pipe joints to be free of scale, dirt, and debris prior to connections.
- B. Comply with the surface preparation requirements outlined in Section 09900 for all piping, supports and hangers.

3.2 INSTALLATION

- A. Work shall be installed in accordance with the manufacturer's printed instructions and shall be plumb and true to line. Install piping as close to walls as possible yet facilitating maintenance and access to valves and devices. In general, piping systems shall parallel walls, partitions, and structural members. Offsets and fittings to accomplish a neat and workmanlike installation shall be provided at no additional cost to the Owner. Piping shall be installed true to the grades required as shown on the Drawings.
- B. Take care that stresses are not imposed on the pipe during installation.

- C. Concrete inserts for hangers and supports shall be furnished and installed in the concrete as it is placed. The inserts shall be set in accordance with the requirements of the piping layout and joint method and their locations shall be verified from approved piping layout drawings and the structural drawings. Layouts for hanger and supports shall be submitted to the Engineer for approval. Pipe hangers and supports shall conform to the requirements of Section 15060.
- D. All valves, fittings, and appurtenances needed on the pipelines shall be set and jointed as indicated on the Drawings or as required.
- E. Equipment Connections Provide unions and control valves on services to equipment provided under other Sections. All valves are to be installed in the upright position. Valves shall be installed and located so they can be operated easily and shall be located adjacent to the equipment.
- F. Unions All piping 2 inches and smaller shall have a sufficient number of unions to allow convenient removal of piping and shall be as approved by the Engineer.
- G. Cutting and Patching Sleeves not initially set in the work shall be cut in place with permission of the Engineer. This work shall be performed by workmen competent to do the work and equipped with proper hand tools. Power tools with the exception of core boring machines shall not be used.

3.3 REPAIR/RESTORATION

A. During the course of the Work, protect all materials, fixtures, and equipment from damage. Any damage to piping, linings or coatings shall be repaired to the satisfaction of the Engineer or replaced.

3.4 CLEANING

A. At the completion of the Work, thoroughly clean all piping and equipment installed. Remove all concrete, stickers, rust stains, foreign matter and discoloration. Piping and equipment shall be in a thoroughly clean condition and ready for finish painting.

3.5 PRESSURE TESTING

- A. Testing Test all piping systems in accordance with the piping section requirements or to the code applicable to the location where the work is performed. Pipes shall hold pressure without the addition of water or additional pumping. Additional tests or methods may be required by local ordinances or inspection authorities. Tests shall be repeated as necessary to make the systems tight and accepted. Provide all water, air, or gas, apparatus, gauges, and materials necessary for performing tests.
- B. Provide all equipment, materials, and apparatus to conduct pressure tests as required by code or the individual piping sections. All tests shall be witnessed by the Engineer. Any leaks shall be repaired and the pipe retested to the Engineer's satisfaction.

END OF SECTION

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HANGERS AND SUPPORTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Manufactured piping hangers and supports
- B. Related Sections
 - 1. Section 15050 Piping General

1.2 REFERENCES

- A. Manufacturers' Standardization Society SP-58, Pipe Hangers and Supports Materials Design and Manufacture
- B. Manufacturers' Standardization Society SP-69, Pipe Hangers and Supports Selection and Application
- C. Manufacturers' Standardization Society SP-89, Pipe Hangers and Supports Fabrication and Installation Practices
- D. Manufacturers' Standardization Society SP-90, Guidelines on Terminology for Pipe Hangers and Supports
- E. ASTM A 36 Specification for Structural Steel
- F. ASTM A 123 -Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- G. ASTM A 780 Practice for Repair of Damaged Hot Dipped Galvanized Coatings
- H. ASTM B 633 Specification for Electrodeposited Coatings of Zinc on Iron and Steel
- I. ASME B 31.9 Building Services Piping
- J. American Welding Society (AWS) Structural Welding Code
- K. Massachusetts Building Code, 8th Edition, 780 CMR

1.3 DESIGN REQUIREMENTS

- A. Mechanical components and systems and their attachments shall be designed in accordance with ASCE 7-05, Section 13.6 Mechanical and Electrical Components, the International Building Code (IBC 2009), and the Massachusetts amendments to IBC 2009.
- B. The design of each pipe support and pipe support framework shall be the responsibility of the Contractor.

1.4 QUALITY ASSURANCE

A. Provide anchors and supports in conformance with the Manufacturers Standardization Society of the Valve and Fitting Industry, Inc. (MSS). All materials, design, manufacture, selection, application and fabrication shall be in conformance with the appropriate MSS numbers.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Manufactured Piping Hangers and Supports Hangers and support components shall be factory fabricated of materials, design, and manufacturer complying with MSS SP-58.
 - 1. As a minimum, all components shall have hot-dipped galvanized coatings where installed for piping and equipment.
 - 2. Pipe attachments shall have plastic coating for electrolytic protection where attachments are in direct contact with copper tubing.
 - 3. All hangers and supports shall have some form of adjustment available after installation.
 - 4. Hanger rods shall be subjected to tension only. Lateral and axial movements shall be accommodated by proper linkage in the rod assembly.
 - 5. Strut channel hangers shall be used to support parallel piping. Strut clamps, straps, and rollers shall be used to maintain proper alignment. Floor supported process piping shall be supported by pipe supports which are provided with a base stand secured to the concrete using stainless steel anchors, adjustable shank, saddle, U-bolt, and hex nuts to hold pipe securely to the saddle.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions under which supports and anchors are to be installed. Do not proceed with installing until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install hangers, supports, clamps and attachments to support piping properly from building structure; comply with MSS SP-69 and SP-89.
- B. Install supports with maximum spacings complying with MSS SP-69.
- C. Install supports with minimum rod diameter complying with MSS SP-69.
- D. .
- E. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.
- F. Install hangers and supports to allow controlled movement of piping systems, to permit freedom of movement between pipe anchors.

- G. Install hangers and supports so that piping live and dead loading and stress from movement will not be transmitted to connected equipment.
- H. Install hangers and supports to provide indicated pipe slopes, and so that maximum pipe deflections allowed by ASME B31.9 Building Services Piping Code is not exceeded.

I. Anchors

- 1. Install anchors at proper locations to prevent stresses from exceeding those permitted by ASME B31.9 and to prevent transfer of loading and stresses to connected equipment.
- 2. Anchor Spacings Where not otherwise indicated, install anchors at ends of principal pipe runs. Make provisions for preset of anchors as required to accommodate both expansion and contraction of piping.
- J. Equipment Supports
 - 1. Grouting Place grout under supports for piping and equipment.
- K. Shelf Bracket Supports
 - 1. Anchor brackets into concrete wall using anchors specified in Section 15050.
- 3.3 CONSTRUCTION
- 3.4 CUT, DRILL, AND FIT MISCELLANEOUS METAL FABRICATIONS FOR PIPE ANCHORS AND EQUIPMENT SUPPORTS. ADJUSTING
 - A. Hanger Adjustment Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

3.5 CLEANING

A. For galvanized surfaces clean welds, bolted connections, and abraded areas and apply galvanizing repair paint to comply with ASTM A 780.

END OF SECTION

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CARBON STEEL PIPE AND FITTINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Carbon Steel Pipe and Fittings
- B. Related Sections
 - 1. Section 09900 Painting
 - 2. Section 15050 Piping General

1.2 REFERENCES

- A. ASTM A47 Specification for Ferritic Malleable Iron Castings
- B. ASTM A53 Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless
- C. ASTM A105 Specification for Forgings, Carbon Steel, for Piping Components
- D. ASTM A197 Specification for Cupola Malleable Iron
- E. ASTM A234 Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and Elevated Temperatures
- F. ASTM A307 Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile
- G. ASME B31.3 Code for Pressure Piping
- H. ASME Boiler and Pressure Vessel Code

1.3 SUBMITTALS

A. Provide submittals in accordance with Section 15050.

1.4 QUALITY ASSURANCE

- A. Comply with provisions of Section 15050.
- B. Comply with the requirements of ASME Code for Pressure Piping B31.3, Normal Fluid Service.

1.5 DELIVERY, STORAGE AND HANDLING

A. Comply with the provisions of Section 15050.

PART 2 PRODUCTS

2.1 CARBON STEEL PIPE AND FITTINGS

- A. Steel Pipe ASTM A-53
 - 1. ½-inch to 3-inch Sch. 40

B. Steel Fittings

- 1. ½ inch to 3 inch Threaded Fittings
- 2. 2-inch and larger Buttweld Fittings
- 3. Unions ASTM A-105, 3000#

2.2 FINISHES

- A. Surface preparation, prime painting, and finish painting of the pipe exterior shall be in accordance with Section 09900.
- B. All carbon steel piping shall be thoroughly cleaned

PART 3 EXECUTION

3.1 INSTALLATION

- A. Installation shall be in accordance with Section 15050 and ASME B31.3.
- B. The system shall be arranged with low points and drains to permit complete drainage of the system.

3.2 FIELD QUALITY CONTROL

- A. Testing shall be in accordance with Section 15050.
- B. Piping shall be tested at 150 psig. Test pressure for other applications will be determined by the Engineer. Test pressure shall be maintained with no loss in pressure for a period of four hours minimum.

END OF SECTION

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VALVES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Ball Valves
 - 2. Check Valves
 - 3. Emergency Shear Valves
 - 4. Solenoid Valves
 - 5. Fire Safety Valves

B. Related Sections

1. Section 13201 – Fuel Storage Equipment

1.2 REFERENCES

A. ASTM B62 - Specification for Composition Bronze or Ounce Metal Castings

1.3 SUBMITTALS

- A. Product data including body material, valve design, pressure and temperature classification, end connection details, seating materials, trim material and arrangement, dimensions and required clearances, and installation instructions.
- B. Wiring diagrams, product and performance data for electrical and pneumatic actuators, electric check valves, solenoid valves and pump directors.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
 - 1. Ensure valves are dry and internally protected against rust and corrosion.
 - 2. Protect valve ends against damage to threads, flange faces, and weld-end preps.
 - 3. Set valves in best position for handling. Set ball valves open to minimize exposure of functional surfaces.
- B. Use the following precautions during storage:
 - 1. Do not remove valve end protectors unless necessary for inspection; then reinstall for storage.
 - 2. Protect valves from weather. Store valves indoors. Maintain valve temperature higher than the ambient dew point temperature. If outdoor storage is necessary, support valves off the ground or pavement in watertight enclosures.

1.5 OPERATION AND MAINTENANCE MANUALS

A. Provide O&M manuals for all valves in accordance with section 01770.

PART 2 PRODUCTS

2.1 GENERAL

- A. Sizes Same size as upstream pipe, unless otherwise indicated.
- B. Valves shall have the same end connections and an equivalent or higher pressure rating as the pipeline in which it is installed.

2.2

2.2 BALL VALVES

- A. Ball valves, 1½ inch and smaller Rated for 150 psi saturated steam pressure, 600 psi WOG pressure; two-piece adaptor load construction; with bronze body body conforming to ASTM B 62, single reduced port, chrome-plated brass ball, glass reinforced pure Teflon or "PTFE" seats and seals, blowout-proof stem, screwed or flanged ends, and vinyl-covered steel handle.
- B. Ball Valves, 2 inch and larger Rated for 150 psi saturated steam pressure, 600 psi WOG pressure; 3-piece construction; with bronze body conforming to ASTM B 62, single reduced port, chrome-plated brass ball, glass reinforced pure Teflon or "PTFE" seats and seals blowout proof stem, screwed or flanged ends, and vinyl-covered steel handle.

2.3 CHECK VALVES

- A. Swing Check Valves, 3 inch Check valves shall be all iron body, bronze mounted, full opening swing type. Valve clapper shall swing completely clear when valve is full open, permitting a "full flow" thru the valve equal to the nominal pipe diameter.
- B. Check Valves shall be rated at 200 psi or greater cold non-shock pressure limit.
- C. Check valves shall have a maximum expansion relief setting of 50 PSI.
- D. Check valves shall be furnished with Class 150 flanged connections.
- E. Check valves shall be constructed to permit top entry for complete removal of internal components without removing the valve.

2.4 EMERGENCY SHEAR VALVES

- A. Emergency shear valves shall be cast iron top and body conforming to Underwriters Laboratories Standard 842; with spring loaded double poppet valves, having threaded ends.
- B. Emergency Shear Valves shall have an integral test port and fusible link designed to closed the valve at 165°F.
- C. Emergency Shear Valves shall be rated at 200 psi or greater cold non-shock pressure limit.
- D. Emergency Shear Valves shall be furnished with threaded ends.

2.5

2.5 SOLENOID VALVES

- A. Solenoid valves shall be normally closed, hung piston design and shall be energized to open.
- B. Valves shall have forged brass bodies, NPT end connections of the connected piping Type 304 series stainless steel internal parts, and Buna-N or Ethylene Propylene valve seats. Valves shall have a minimum 150 psig safe working pressure and zero minimum operating pressure differential. Connections shall be threaded.
- C. Solenoid valves shall have an integral thermal relief valve and 100 mesh screen at the valve inlet.
- D. Valves shall be NEMA 4 rated, 120v, 60 Hz single phase continuous duty Class H

2.6 FIRE SAFETY VALVES

- A. Fire Safety Valves shall be all iron body, a brass or steel fulcrum shaft. Valve clapper shall swing completely clear when valve is full open, permitting a "full flow" thru the valve equal to the nominal pipe diameter. Valves shall be UL listed for the intended application.
- B. Fire Safety Valves shall have a fusible link that is UL listed for a maximum temperature of 165 degrees Fahrenheit.
- C. Fire Safety Valves shall be rated at 200 psi or greater cold non-shock pressure limit.
- D. Fire Safety Valves shall be furnished with threaded ends.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine valve interior through the end ports for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks used to prevent disc movement during shipping and handling.
- B. Actuate valve through an open-close and close-open cycle. Examine functionally significant features, such as guides and seats made accessible by such actuation. Following examination, return the valve closure member to the shipping position.
- C. Examine threads on both the valve and the mating pipe for form (i.e., out-or-round or local identification) and cleanliness.
- D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Check gasket material for proper size, material composition suitable for service, and freedom from defects and damage.
- E. Prior to valve installation, examine the piping for cleanliness, freedom from foreign materials, and proper alignment.
- F. Replace defective valves with new valves.

3.2 INSTALLATION

A. General Applications - Refer to the drawings and piping system specification sections for specific valve applications and arrangements.

- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves and unions for each fixture and item of equipment arranged to allow equipment removal without system shutdown. Unions are not required on flanged devices.
- D. Install valves in horizontal piping with stem at or above the center of the pipe.
- E. Install valves in a position to allow full stem movement.
- F. Valves and actuators shall be installed to be plumb in the vertical or horizontal direction.

3.3 THREADED CONNECTIONS

- A. Note the internal length of threads in valve ends and proximity of valve internal seat or wall to determine how far pipe should be threaded into valve.
- B. Align threads at point of assembly.
- C. Apply appropriate tape or thread compound to the external pipe threads.
- D. Assemble joint, wrench tight. Wrench on valve shall be on the valve end into which the pipe is being threaded.

3.4 FIELD QUALITY CONTROL

A. After piping systems have been tested and put into service, but before final adjusting and balancing, inspect valves for leaks. Adjust or replace packing to stop leaks; replace valves if leak persists.

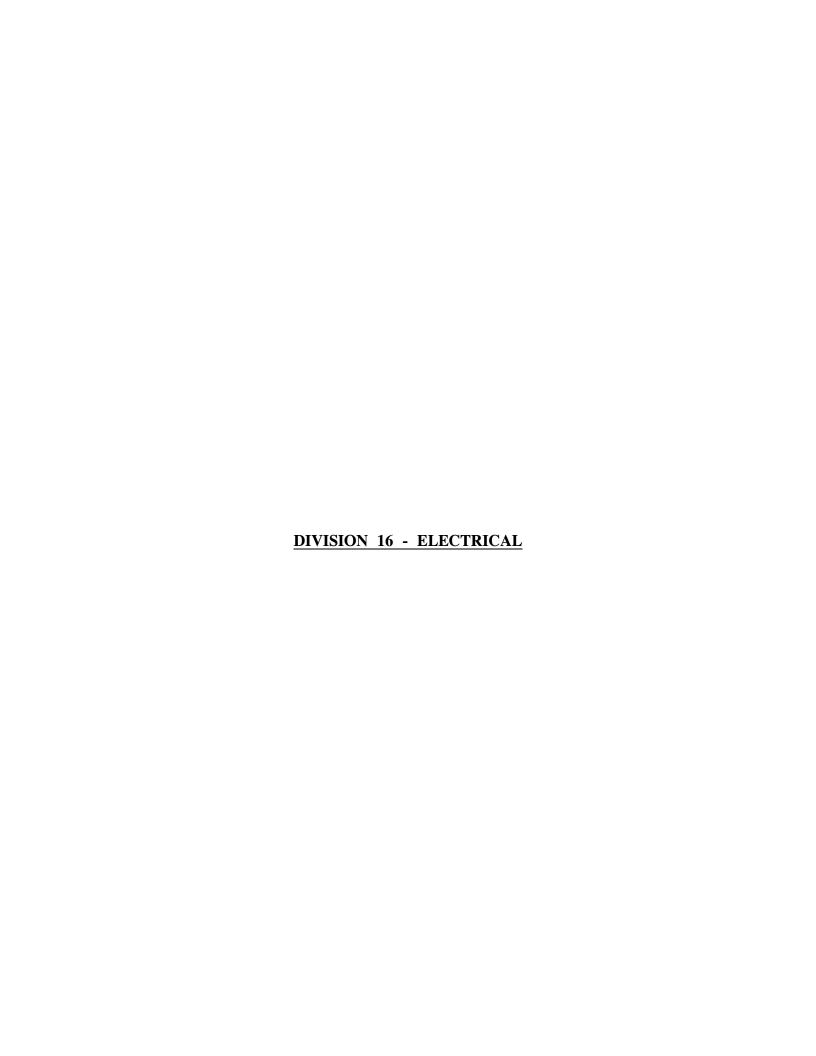
3.5 CLEANING

A. Clean mill scale, grease, and protective coatings from exterior of valves.

3.6 FINAL ACCEPTANCE AND WARRANTY

A. Final acceptance of all equipment furnished under these Specifications will be withheld until after the installation and field testing by the Engineer. The manufacturer and the Contractor shall guarantee the equipment against defects of any kind for a period of one year after final testing and acceptance.

END OF SECTION



BASIC ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Basic Electrical Requirements specifically applicable to Division 16 Sections
 - 2. As-Built Documentation
- B. Related Sections
 - 1. Section 01770 Closeout Procedures
 - 2. Section 16080 Electrical Testing

1.2 REFERENCES

- A. ASCE 7-05 Minimum Design Loads for Buildings and Other Structures
- B. International Building Code IBC 2009
- C. Massachusetts Electrical Code
- D. Massachusetts State Building Code, 8th Edition, 780 CMR
- E. NFPA 70 National Electrical Code
- F. NFPA 79 Electrical Standard for Industrial Machinery
- G. ANSI/ISA-S5.4 Instrument Loop Diagrams

1.3 SUBMITTALS

- A. Submit shop drawings and product data.
- B. Submit as-built documentation in accordance with Section 01770. I&C documentation shall conform to the latest versions of NFPA 79 and ANSI/ISA-S5.4.
- C. Submit a written warranty.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable Massachusetts Building Code.
- B. Electrical Conform to Massachusetts Electrical Code.
- C. Conform to applicable Town Building Codes.
- D. Obtain and pay for all applicable permits.
- E. Schedule and pay for all inspections necessary for the electrical installation including but not necessarily limited to the general electrical inspection and fire department inspections.

1.5 PROJECT CONDITIONS

- A. Install Work in locations shown on Drawings, unless prevented by Project conditions.
- B. Location of electrical equipment, devices, and similar items, as indicated, are approximate only. Exact locations are to be determined by the Contractor during construction. If any location is different from those indicated (greater than 5 feet away from location shown on Drawings), the Engineer must give approval to the change.
- C. Verify in field, existing conditions and final locations of equipment installed under other Sections that require electrical work.

D. Equipment wiring

- 1. Equipment power and control wiring is based on specific manufacturers and models. Actual wiring required may be different.
- 2. Before pulling any power or control wire or installing conduit, obtain equipment electrical and control installation instructions and wiring diagrams. Any discrepancies from what is shown on the electrical drawings shall be brought to the attention of the Engineer. The Engineer will provide instructions for any changes that may be necessary.
- 3. Installation of conduit or wire prior to obtaining the above specified information shall be at the Contractor's risk. The Owner will not be responsible for any extra costs related to removal or replacement of conduit or wire resulting from the failure to coordinate equipment conduit and wire requirements. In the event that additional conductors or larger conductors than shown on the Drawings are required, the Owner will not be responsible for any labor costs related to the installation of these materials unless it can be demonstrated by the Contractor to the satisfaction of the Engineer that these conductors could not have been installed at the same time as the conductors shown on the Drawings.

E. Drawings and Specifications

- 1. Drawings and Specifications are typical of work done and of arrangement desired. Provide accessories and appurtenances necessary for complete installation (e.g., home runs, conduit and wire for instrumentation and control wiring) that are required to provide a complete electrical system.
- F. As-Built Drawings: Maintain a master set of as-built drawings showing the changes and deviations from the Drawings or the approved shop drawings. Make markups as the changes are made.
- G. Where underground electric facilities are installed, measure, record, and submit as built dimensions.

1.6 WARRANTY

A. Submit a written warranty, executed by the Contractor and manufacturer agreeing to the replacement and installation of all material, parts and adjustments required

- due to failure in materials or workmanship within one year from final acceptance of the Work.
- B. This warranty shall be in addition to, and not a limitation of, other rights and remedies the Owner may have against any party under the Contract Documents. This warranty is in addition to all other warranties existing under either the Contract Documents or required by Law.

PART 2 PRODUCTS

2.1 GENERAL

A. Products shall be Underwriter's Laboratory (UL) listed if a UL listing for that product is available.

2.2 FINAL SYSTEM DOCUMENTATION

- A. Prior to final acceptance of the system, provide operating and maintenance manuals (O&M's) covering instruction and maintenance on each type of equipment in accordance with Section 01770.
- B. The requirements for final documentation shall be as specified in Section 01770.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Perform all work in accordance with OSHA (Occupational Safety and Health Administration) requirements.
- B. Perform all work in accordance with NFPA 70E, Handbook for Electrical Safety in the Workplace.
- C. Install all equipment in accordance with manufacturer's instructions and recommendations.
- D. Perform all electrical equipment installation, checkout, and test in a safe manner. Provide the following special safety precautions, as appropriate:
 - 1. Locking and tagging procedures
 - 2. Barricades
 - 3. De-energization and/or isolation of equipment prior to testing
 - 4. Review of procedures with the Engineer and the Owner
 - 5. Erection of warning signs
 - 6. Stationing of guards and watchmen
 - 7. Maintenance of voice communications
 - 8. Personnel orientation

END OF SECTION

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GROUNDING AND BONDING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Electrical equipment grounding and bonding

1.2 REFERENCES

A. NFPA 70 – Massachusetts Electrical Code (MEC)

1.3 SYSTEM DESCRIPTION

- A. Bond together exposed non-current carrying metal parts of electrical equipment, metal raceway systems and grounding conductor in raceways and cables.
- B. Install grounding in accordance with MEC Article 250.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Grounding Electrode Conductors medium-hard drawn bare copper
- B. Grounding Conductors insulated copper, minimum size #12 AWG and in accordance with NEC Tables 250.66 or 250.122.
- C. Ground Rods: Copper-clad steel, \(\frac{3}{4} \) inch diameter, minimum length 10 feet

PART 3 EXECUTION

3.1 INSTALLATION

- A. Provide a separate, insulated equipment grounding conductor with each feeder and branch circuit. Terminate each end on a grounding lug, bus, or bushing.
- B. Use a minimum of #8 AWG copper wire to ground all piping, tanks and other conductive equipment or structures.
- C. Use grounding bushings on all conduits stubbed up below panelboards and load centers. Bond all conduits to ground bus. Use grounding bushings to ground electrical equipment and exposed non-current carrying metal parts.
- D. Drive ground rods one-foot below finished grade.

3.2 FIELD QUALITY CONTROL

A. Inspect grounding and bonding system conductors and connections for tightness and proper installation and compliance with MEC Article 250.

END OF SECTION

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ELECTRICAL HANGERS AND SUPPORTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Support channel
 - 2. Fastening hardware
 - 3. Anchor bolts

1.2 REFERENCES

A. ASTM A-780 – Standard Practice for Repair of Damaged and Uncoated Areas of Hot Dipped Galvanized Coatings

1.3 SUBMITTALS

A. Submit shop drawings, product data, and reports.

1.4 QUALITY ASSURANCE

A. Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 PRODUCTS

2.1 SUPPORT CHANNEL

- A. Support channel shall be galvanized steel.
- B. Support channel assembly hardware shall be stainless steel.
- C. Support channel shall be by Unistrut, Wayne, MI; B-Line, Highland, IL; Thomas&Betts, Memphis, TN; or equal.

2.2 FASTENING HARDWARE

A. All fastening hardware shall be 304-stainless steel unless noted otherwise.

2.3 ANCHOR BOLTS

- A. Anchor bolts, nuts, washers, bolt sleeves, and assembly hardware shall be Type 316 stainless steel. Expansion bolts shall be "Kwik Bolt II" or "HVA Adhesive Anchor" by Hilti, Tulsa, OK; Redhead "Trubolt Wedge" or "Epcon Adhesive Anchor" by ITW Ramset / Red Head, Wood Dale, IL; or Parabolt as manufactured by the Molly Division Emhart Corp., or equal.
- B. All expansion/adhesive bolts and associated hardware are to be stainless steel.

2.4 PIPE CLAMPS AND STANDOFFS

A. Pipe clamps and standoffs shall be one hole, malleable iron type. They shall be of the same manufacturer and shall be designed to be used together.

2.5 THREADED RODS

A. Threaded hanging rods shall be 304 stainless steel and be one piece. The size shall be suitable for the loads being supported.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using expansion anchors, preset inserts or beam clamps. Do not use spring steel clips and clamps.
- B. Use expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchor on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.
- C. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit.
- D. Do not use powder-actuated anchors.
- E. Fabricate supports from hot-dipped galvanized structural steel or hot-dipped galvanized steel channel rigidly welded or bolted to present a neat appearance. Use stainless steel hexagon head bolts with spring lock washers under all nuts. Coat ends of galvanized steel channel that has been cut with zinc-rich paint in accordance with ASTM A-780.
- F. Install surface-mounted cabinets with minimum of four 316 stainless steel anchors.
- G. Use standoffs for all surface mounted conduit to maintain ¼ inch space between conduits and walls.

END OF SECTION

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MINOR ELECTRICAL DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Electrical demolition

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work: as specified in individual Sections.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition Drawings are based on field observations. Report discrepancies to the Engineer before disturbing existing installation.
- D. Beginning of demolition means installer accepts existing conditions.

3.2 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings scheduled for removal.
- B. Obtain permission from Owner at least 24 hours before partially or completely disabling system. Make temporary connections to maintain service in areas adjacent to work area.
- C. Existing Fire Alarm System: Disable system only to make switchovers and connections. Notify Owner and local fire service at least 24 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.

3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Demolish and extend existing electrical work under provisions of this Section.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned wiring to source of supply.
- D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.

Tighe&Bond

- E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- G. Repair adjacent construction and finishes damaged during demolition and extension work.
- H. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
- I. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

3.4 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangements.

3.5 INSTALLATION

A. Install relocated materials and equipment as indicated.

END OF SECTION

CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Building wire and cable
 - 2. Shielded signal cable
 - 3. Ethernet cable
 - 4. Wire connectors

1.2 REFERENCES

A. ANSI/NFPA 70 - National Electrical Code

1.3 SUBMITTALS

A. Submit product data.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years documented experience.

1.5 PROJECT CONDITIONS

- A. Verify that field measurements are as shown on Drawings.
- B. Wire and cable routing shown on Drawings is approximate unless dimensioned. Route wire and cable as required to meet Project Conditions. Determine required separation between cable and other work.
- C. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required. Determine cable routing to avoid interference with other work.

PART 2 PRODUCTS

2.1 BUILDING WIRE AND CABLE

- A. Description: Stranded conductor insulated wire, multi-conductor control cable and tray cable.
- B. Conductor: copper
- C. Insulation Voltage Rating: 600 volts
- D. Insulation: ANSI/NFPA 70; Type THW, 75°C insulation, XHHW, THHW insulation for underground power wiring AWG 8 and larger; type THHN/THWN insulation for aboveground feeders and branch circuits, and underground power

wiring AWG 10 and smaller. Type THHN/THWN insulation for AWG 14 control wire.

E. Manufacturer

- 1. Okonite Co.
- 2. Rome Cable Corp.
- 3. American Insulated Wire Corp.
- 4. Southwire
- 5. or equal

2.2 SHEILDED SIGNAL CABLE

- A. Description: twisted pair, NEC type CMP listed, outdoor rated, overall shield.
- B. Conductors: tinned copper 18 AWG stranded
- C. Insulation: Fluorinated ethylene propylene (FEP)
- D. Outer Jacket: FEP
- E. Shield: 100% shield coverage, with drain wire
- F. Insulation Voltage Rating: 300 volts
- G. Operating Temperature Range: -70°C to +200°C
- H. Manufacturer
 - 1. Belden No. 88760
 - 2. Approved equal by Alpha
 - 3. Approved equal by Clifford
 - 4. or equal

2.3 ETHERNET CABLE

- A. Description: NEC CMR cable, Category 5E unbonded-pair cable
- B. Construction: 24 AWG solid bare copper, 4 twisted pairs, overall shield, drain wire, RJ-45 compatible, non-plenum, polyolefin insulation, PVC jacket.
- C. Manufacturer
 - 1. Belden 1533R
 - 2. Approved equal by Alpha

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that mechanical work likely to damage wire and cable has been completed.

3.2 PREPARATION

A. Completely and thoroughly swab raceway and conduit before installing wire.

3.3 INSTALLATION

- A. Minimum size for power wiring shall be AWG #12.
- B. Minimum size for control wiring shall be AWG #14.
- C. All wiring shall be run in conduit, unless otherwise noted.
- D. Install products in accordance with manufacturers instructions.
- E. Use stranded conductors for all wire sizes.
- F. In raceways, mechanically complete the installation in all details. Pull all conductors into raceway at same time.
- G. Protect exposed cable from damage.
- H. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure. Do not rest cable on ceiling panels.
- I. Use suitable cable fittings and connectors.
- J. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- K. Clean conductor surfaces before installing lugs and connectors.
- L. Signal wiring shall be continuous with no splices from source to destination, unless otherwise shown on drawings.
- M. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- N. For underground splices and splices called out as or required to be submersible, use adhesive-lined heat shrink type splice kits rated for submersion.
- O. Use split bolt connectors for copper conductor splices and taps, 8 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- P. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- Q. Ground signal cable shields on receiving end only.
- R. Properly connect and insulate shields at all splice points.
- S. Provide separation of power wiring from control and signal wire in accordance with NEC Article 725.
- T. Install Ethernet cables in accordance with manufacturer's instructions and industry standards for category 5e wiring.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Identify each conductor with its circuit number or other designation indicated on Drawings.

3.5 FIELD QUALITY CONTROL

- A. Inspect wire and cable for physical damage and proper connection.
- B. Measure tightness of bolted connections and compare torque measurements with manufacturer's recommended values.
- C. Verify continuity of each branch circuit conductor.

END OF SECTION

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CONDUIT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. General Conduit Requirements
 - 2. Galvanized rigid steel conduit
 - 3. Conduit wall seals, existing walls
 - 4. Underground warning tape
 - 5. Fittings and conduit bodies
 - 6. Conduit expansion joint, rigid metal conduit
 - 7. Conduit sealing bushing
 - 8. Cold galvanizing compound
 - 9. Explosion proof sealing fittings

B. Related Sections

- 1. Section 16060, Grounding and Bonding
- 2. Section 16070, Electrical Hangers and Supports

1.2 REFERENCES

- A. ACI 318 Building Code Requirements for Structural Concrete
- B. ANSI/NEMA FB 1 Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies
- C. ANSI/NFPA 70 National Electric Code
- D. ANSI C80.1 Galvanized Rigid Steel Conduit, Zinc Coated
- E. UL-6 Standard for Rigid Metal Conduit
- F. ANSI C80.3 Electrical Metallic Tubing, Zinc Coated
- G. ANSI C80.6 Intermediate Metal Conduit, Zinc Coated

1.3 SUBMITTALS

- A. Shop product data.
- 1.4 DESIGN REQUIREMENTS
 - A. Conduit Size: ANSI/NFPA 70
- 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Accept conduit on site. Inspect for damage.
- B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

1.6 PROJECT CONDITIONS

- A. Verify that field measurements are as shown on Drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.
- D. Provide complete conduit systems between electrical equipment and devices as required.

PART 2 PRODUCTS

2.1 GENERAL CONDUIT REQUIREMENTS

- A. Minimum Size: 3/4 inch unless otherwise specified
- B. All locations: Use galvanized rigid steel conduit
- C. Class 1 Division 1 and 2 Hazardous Locations
 - 1. Use galvanized rigid steel conduit
 - 2. Provide sealing fittings at each entrance to enclosure housing an arcing device. Locate seal fittings as close as possible, in no case more than 18 inches.
 - 3. Provide seal fittings for each conduit leaving hazardous (Class 1 Division 1 or 2) area.
 - 4. Use conduit seal fittings appropriate for conduit orientation.
 - 5. Use conduit sealing compound with fiber dam in compliance with manufacturer's recommendations.
 - 6. Provide junction boxes rated for hazardous locations.

2.2 GALVANIZED RIGID STEEL CONDUIT

- A. Rigid Steel Conduit: ANSI C80.1
- B. Fittings and Conduit Bodies: ANSI/NEMA FB 1; all steel fittings

2.3 CONDUIT WALL SEALS, EXISTING WALLS

- A. Type Suitable for core drilled holes
- B. Manufacturer
 - 1. O-Z Gedney, Type CSM
 - 2. Equal by Crouse-Hinds
 - 3. Or equal

2.4 UNDERGROUND WARNING TAPE

- A. Warning tape for all buried electrical conduit shall be polyethylene and printed with the words "CAUTION - BURIED ELECTRICAL LINE BELOW" or similar wording.
- B. Tape shall be red and 6 inches wide.
- C. Manufacturers
 - 1. Seton Name Plate Corp
 - 2. Cable Accessories
 - 3. E. L. S. Products Corp
 - 4. Or equal

2.5 FITTINGS AND CONDUIT BODIES

- A. Fittings
 - 1. Description Threaded, malleable Iron. Coating to correspond with type of conduit system being used
- B. Conduit Bodies
 - 1. Manufacturer
 - a. Appleton-Type Mogul malleable iron
 - b. Equal by O-Z Gedney
 - c. Equal by Crouse-Hinds
 - d. or equal
- C. Conduit Hubs
 - 1. Manufacturer
 - a. Crouse Hinds Myers hub Type HUB
 - b. Equal by O-Z Gedney
 - c. Equal by RACO
 - d. Equal by Appleton
 - e. or equal

2.6 CONDUIT EXPANSION JOINT, RIGID METAL CONDUIT

- A. Weather tight, internal ground, expansion joint for galvanized rigid steel conduit, 4 inch maximum conduit movement
- B. Manufacturer
 - 1. Crouse-Hinds Type XJG
 - 2. Appleton Type XJ

- 3. O-Z Gedney Type AX
- 4. or equal

2.7 CONDUIT SEALING BUSHING

- A. Description: Bushing that provides a waterproof seal around wire and cables in a conduit
- B. Construction: Slotted PVC coated steel discs, neoprene sealing ring and stainless steel head cap screws and washers
- C. Manufacturer
 - 1. O-Z Gedney Type CSBI

2.8 COLD GALVANIZING COMPOUND

A. Cold galvanizing compound shall be applied to all field threads and shall be as manufactured by ZRC Products Company, a division of Norfolk Corp. or equal.

2.9 EXPLOSION PROOF SEALING FITTINGS

- A. Description: Explosion proof and dust-ignition proof sealing fitting.
- B. Ratings:
 - 1. Class I, Division 1 and 2, Groups A, B, C, D
 - 2. Class II, Division 1, Groups E, F, G
 - 3. Class II, Division 2, Groups F, G
 - 4. Class III
- C. Bodies: Feraloy iron alloy and/or ductile iron
- D. Plugs: Feraloy iron alloy and/or steel
- E. Removable Nipples: steel
- F. Manufacturer:
 - 1. Crouse-Hinds type EYS
 - 2. Approved equivalent
- G. Sealant:
 - 1. Crouse-Hinds Chico X fiber and Chico A sealing compound or Chico Speed Seal
 - 2. Sealant system of sealing fitting manufacturer selected

PART 3 EXECUTION

3.1 INSTALLATION

- A. Junction boxes shall be provided as needed to comply with NFPA 70 requirements.
- B. Install conduit in accordance with NECA "Standards of Installation."

- C. Arrange supports to prevent misalignment during wiring installation.
- D. Support conduit using coated steel or malleable iron straps, pipe hangers, U-bolt clamps and beam clamps.
- E. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.
- F. Fasten conduit supports to building structure and surfaces under provisions of Section 16070.
- G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
- H. Do not attach conduit to ceiling support wires.
- I. Arrange conduit to maintain headroom and present neat appearance.
- J. Route exposed conduit parallel and perpendicular to walls.
- K. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- L. Maintain adequate clearance between conduit and piping.
- M. Cut conduit square using saw or pipe cutter; de-burr cut ends.
- N. Before installation of wires and cables, clean and dry inside of each conduit run.
- O. For galvanized conduit, apply cold galvanizing compound to all field threads.
- P. Use conduit hubs to fasten conduit to boxes and control panels.
- Q. Install no more than equivalent of three 90° bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2 inch size.
- R. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- S. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
- T. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- U. Ground and bond conduit in accordance with Section 16060.
- V. Install rigid steel conduit using only threaded fittings.
- W. Use two locknuts, one inside and one outside of each box and enclosure when enclosure ratings are NEMA 1 or 12.
- X. Install a chromium plated, spun or split type escutcheon on all exposed conduits passing through walls or ceilings.
- Y. Extend pipe sleeves 3/4 inch above finished floors.
- Z. Do not install motor feed and control wiring in the same conduit.
- AA. Provide thru wall seals on all conduits passing through foundation walls.

- BB. For penetrations in fire rated walls, use materials that maintain the fire rating of the wall.
- CC. Provide explosion proof sealing fittings where indicated on the Drawings and where required by code.

END OF SECTION

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BOXES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Conduit Hubs
 - 2. Pull and junction boxes
 - 3. NEMA 7 explosion proof boxes
 - 4. Covers

1.2 REFERENCES

- A. ANSI/NEMA FB 1 Fittings, Cast Metal Boxes and Conduit Bodies for Conduit and Cable Assemblies
- B. NEMA 250 Enclosures for Electrical Equipment (1000 volts maximum)

1.3 SUBMITTALS

A. Shop product data.

1.4 PROJECT CONDITIONS

A. Verify that the field measurements are as shown on the Drawings.

PART 2 PRODUCTS

2.1 CONDUIT HUBS

- A. Conduit hubs shall be threaded and sealing type with neoprene gasket.
- B. Acceptable Manufacturers
 - 1. Crouse Hinds type "HUB".
 - 2. Thomas & Betts type "BULLET".
 - 3. Equal by Appleton.
 - 4. or approved equal.

2.2 PULL AND JUNCTION BOXES

- A. Cast Metal Pull and Junction boxes
 - 1. NEMA FB 1, type 4 cast iron
 - 2. Shall be suitable for use in wet locations when used with gasketed covers.

- 3. Cover shall be by box manufacturer, and shall have stainless steel cover screws and a neoprene gasket.
- 4. Surface-mounted cast boxes shall have mounting lugs, do not drill though the box walls.
- 5. Provide threaded sealing conduit hubs on all conduit entries.
- 6. Provide green grounding screw.
- 7. Acceptable Manufacturers
 - a. Crouse-Hinds.
 - b. Appleton.
 - c. Hubbell.
 - d. or approved equal.

2.3 NEMA 7 EXPLOSION-PROOF BOXES

A. Boxes shall be rated for the hazardous classification of the area, Class I, Division 1, Division 2, etc.

2.4 COVERS

A. Provide covers for all boxes. Covers shall be screw fastened or hinged and comply with NEMA Standards OS 1, OS 2 or FB 1.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install electrical boxes as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- B. Install electrical boxes to maintain headroom and to present neat mechanical appearance.
- C. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
- D. Pull and Junction Boxes
 - 1. Use sealing conduit hubs on all conduit entries.
 - 2. Use Cast Metal pull and junction boxes in all locations.

3.2 ADJUSTING

A. Install knockout closure in unused box opening.

END OF SECTION

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FUEL STORAGE TANKS REPLACEMENT PROJECT DEPARTMENT OF PUBLIC WORKS NATICK, MASSACHUSETTS OCTOBER 2017

SHEET NO.	TITLE
1	COVER SHEET AND INDEX
2	SITE PLANS
3	STORAGE TANK DETAILS



LOCATION MAP

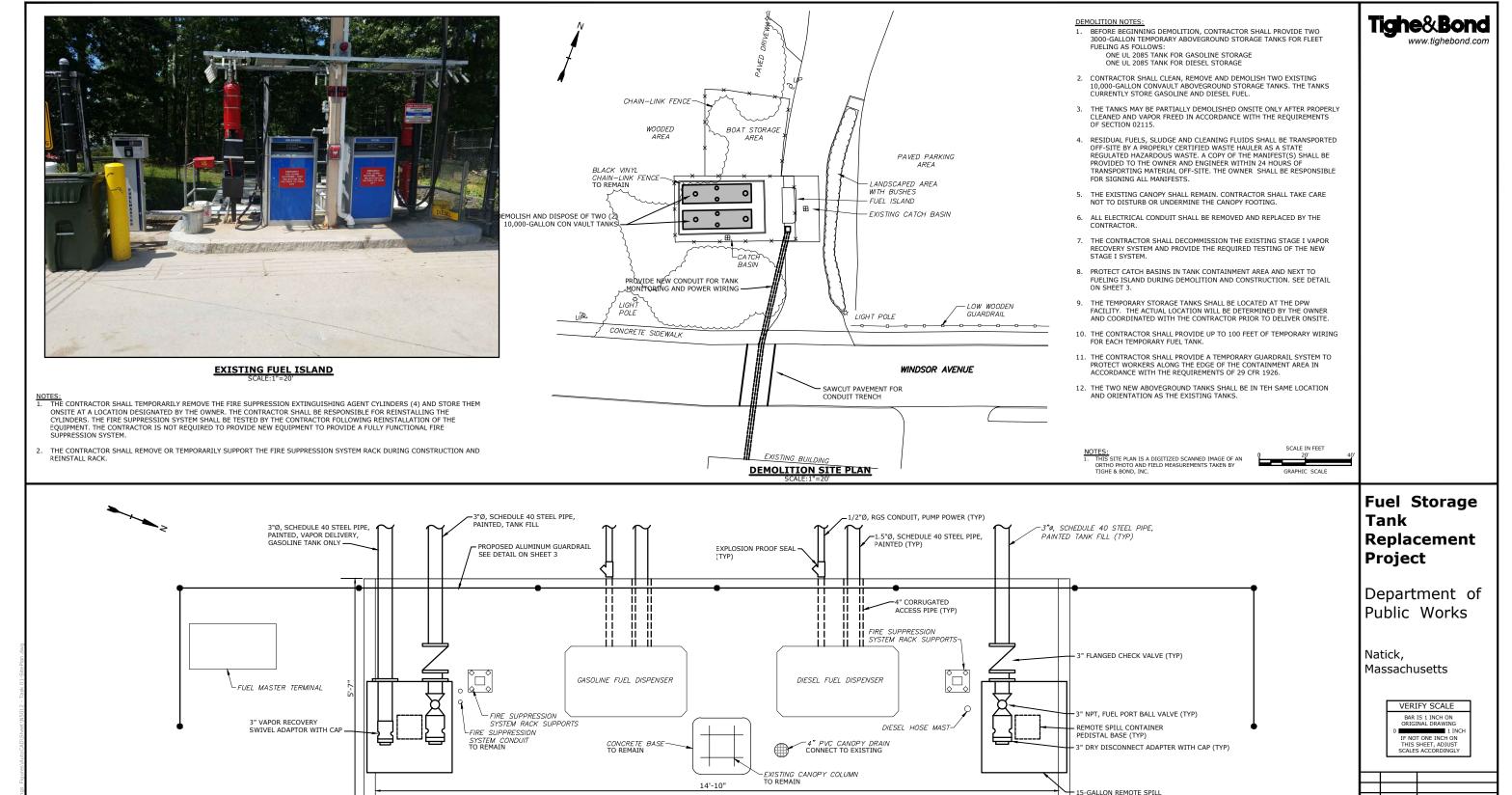




PREPARED FOR: TOWN OF NATICK

DEPARTMENT OF PUBLIC WORKS JEREMY MARSETE, P.E. E.M.D., DIRECTOR KEN FISHER, JR., SUPERVISOR

COMPLETE SET 3 SHEETS



PROPOSED FUELING ISLAND PLAN

- FXISTING CHAIN-LINK FENCE

0

EXISTING BOLLARD -

FUEL ISLAND PAD -

TO REMAIN

1 DATE DESCRIPTION
PROJECT NO: NS012-01
DATE: 6/27/2017
FILE: NS012 - Task 01-SitePlan.dwg
DRAWN BY: LPT
CHECKED: GMR,ALP
APPROVED: TJM

SITE PLANS

SCALE:

CONTAINER (TYP)

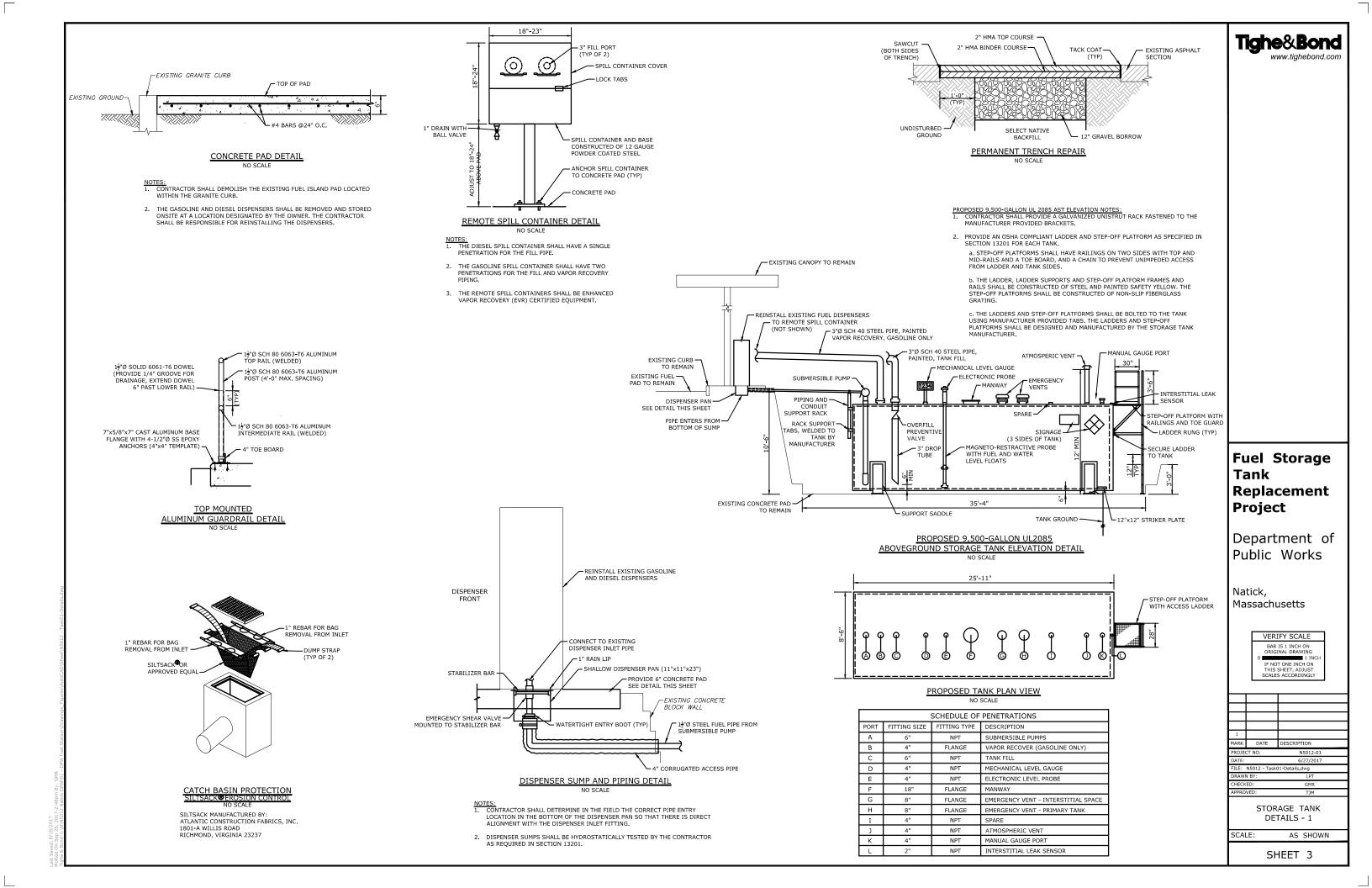
- DOUBLE SLIDE GATE

EXISTING CHAIN-LINK FENCE:

EXISTING BOLLARD

SHEET 2

1"=20'



ITEM TITLE: DPW Director: South Main Street - Modified Option #3

ITEM SUMMARY: No substantive discussion regarding the South Main Street

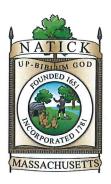
Project will ensue this evening. A Public Meeting, which all are welcome to attend and submit questions and offer comments, will be held on Wednesday, March 28th at 7:00 p.m. at the Natick High

School Auditorium.

ATTACHMENTS:

Description Upload Date Type

Memo from Jeremy Marsette 3/16/2018 Cover Memo



TOWN OF NATICK MASSACHUSETTS

JEREMY MARSETTE, P.E.

DIRECTOR

To:

Jonathan Freedman, Chair Board of Selectmen

Joshua Ostroff, Chair Transportation Advisory Committee

William Chenard, Acting Town Administrator

From:

Jeremy Marsette, PE

Director of Public Works

Subject:

South Main Street Roadway Improvement Project - Update

Date:

March 16, 2018

South Main Street from Cottage Street south to the town line with Sherborn has been included on the Town's Five Year Roadway Improvement Plan. At the 2016 Fall Town Meeting funds were appropriated for the study and design of improvements. A Request for Proposal process was used to select a transportation consultant to perform the study and design. The consultant has completed a full on-the-ground topographical survey of the roadway, developed a complete base plan including property line information, collected vehicle counts and speed information, gathered pedestrian and bicycle counts, performed pavement cores to analyze its condition, and have developed several proposed alternatives for the Town's consideration.

As part of the design development process, several public meetings were held with the Transportation Advisory Committee and the Board of Selectmen. A Public Information Meeting was also held on November 28th at the Morse Institute Library (consultant notes of this meeting are attached). A second Public Information Meeting is scheduled for the evening of March 28th.

South Main Street is classified as an Urban Principal Arterial and is a state numbered route (Route 27). The roadway carries 10,020 vehicles per day (average annual daily traffic) and about 4% of this traffic are classified as trucks. The regulated and posted speed limit for the northern section of South Main Street is 30 mph. The measured "85 percentile speed" was 33 mph. The pavement condition (RSR) is currently 70 out of 100, indicating it is in fair to poor condition. The sidewalks and wheelchair ramps are in fair to poor condition and are not compliant with current Americans with Disability Act (ADA) and Massachusetts

Page 2 South Main Street Roadway Improvement Project - Update March 16, 2018

Architectural Access Board (MAAB) regulations and requirements. Many utility poles fall within the middle of the sidewalk or in close proximity to the vehicle path of travel. These utility poles make sidewalk maintenance (snow plowing and sweeping) a challenge and contribute to non-compliance with ADA/MAAB. Any alternative for the reconstruction of South Main Street will involve considerable relocations of existing utility poles. The existing roadway layout (public right-of-way) width is 41.25 feet and the current curb-to-curb roadway width is 26 feet.

North Main Street (Route 27) from North Avenue to the town line with Wayland will be reconstructed using state and federal funding. This \$11 million construction project is included on the Boston Metropolitan Planning Organization's Transportation Improvement Program and will be constructed in Federal Fiscal Year 2019. USDOT and MassDOT design standards require North Main Street to be reconstructed with 11-foot wide travel lanes, 5-foot wide shoulders, and 5-foot wide sidewalks. A 3-foot wide grass set back is also to be provided between the shoulder and sidewalk. Therefore, the foot print width of the proposed roadway cross-section for North Main Street is 48 feet (curb-to-curb width of 32 feet). This curb-to-curb width is the narrowest allowed by standards to receive State and Federal funding.

On March 23, 2015 the Board of Selectmen adopted a Policy on Complete Streets. A copy of the policy is attached and additional information may be found on the Town's website at http://www.natickma.gov/1331/Complete-Streets. The town's transportation consultant was charged with considering this Policy during the development of proposed alternatives for the reconstruction of South Main Street.

During discussions of design alternatives for South Main Street the roadway has been considered in two segments. Segment 1 runs from the Sherborn town line to West Street and Segment 2 from West Street to Cottage Street. The focus of discussion has been Segment 2. The attached Alternatives Matrix provides a summary of the range of alternatives presented for Segment 2. Alternative 1 is a "foot print" reconstruction retaining the existing curb-to-curb width, Alternative 2 provides a separate off road multi-use path (Alternative 2 was removed from consideration by vote of the Selectmen at their March 5th meeting), and Alternative 3 provides a reconstructed roadway that fully considers the Town's Complete Street Policy. Revised Alternative 3, also included in the Matrix, presents the narrowest roadway cross-section that fully considers complete streets principles. To help visualize the alternatives please find the attached renderings (perspective color drawings).

Revised Alternative 3 was developed to provide an alternative that would provide a proposed roadway cross-section for South Main Street that might balance many competing needs of the Town, increase safety, and respect properties along the corridor. The revised alternative would narrow the proposed roadway travel lanes to 10.5 feet (to help control vehicle speeds); provide bicycle accommodation along the roadway; provide more offset between vehicle travel lanes and pedestrians on the sidewalk (improving safety and the pedestrian environment); fully reconstruct the curbing, sidewalks, and wheelchair ramps; provide a uniform location for the consolidation of overhead wires; set back utility poles from the vehicle travel lanes to improve safety (an issue noted by the Safety Committee); provide clear space for the proper removal of snow from sidewalks; and place the general cross-section of improvements within the existing Town roadway layout (minimizing impacts to adjacent properties). The attached sketch helps depict the revised alternative.

Page 2 South Main Street Roadway Improvement Project - Update March 16, 2018

Common to all alternatives will be the incorporation of traffic calming and pedestrian safety features. The conceptual plans of Alternative 1 and Revised Alternative 3 to be presented at the next public information meeting will highlight the locations of these improvements. It is envisioned that all pedestrian crosswalks on South Main Street (6 locations) will be provided with contrasting colored/textured payement and high visibility pedestrian crossing signals. A raised intersection would be provided at the intersection of South Main Street/Circular Avenue/Curve Street with the same colored/textured pavement as the sidewalks. Raised crosswalks may be provided for the two most northern crosswalks on South Main Street (these locations could also include curb bump outs under Revised Alternative 3). Landscaped median islands may be provided on South Main Street at Cottage Street and West Street (these islands would promote slower vehicle speeds and raise motorist awareness of pedestrians – these would also provide a visual gateway for the approach to Natick Center). The existing school zone warning signs would be replaced with modern high visibility active flashing signage. Traffic speed feedback signage will be provided at a couple strategic locations. Also the project will include a program to plant additional street trees (we will encourage interested project abutters to request "setback" plantings). These plantings would be in addition to those required to mitigate impacts. The incorporation of these improvements will improve safety. contribute to the aesthetics of the corridor, and increase the enjoyment of this roadway by residents.

Once the Community selects a design alternative (generally via the Board of Selectmen as Roadway Commissioners), we will be able to continue design refinements and coordination with utility companies. For planning purposes, we would anticipate direction from the Board of Selectmen this spring (early April 2018), discussions for utility pole relocations with utility companies May to June so that they may begin relocations this Fall, capital funding request for construction at this Fall Town Meeting, and a construction start next Spring (March 2019).

MEETING MINUTES

Project Name:

Roadway Improvements to South Main Street

(Green No. 17008.01X)

Subject:

Public Informational Meeting – BOS & TAC

Date / Time:

November 28, 2017

Location:

Morse Library, Lebowitz Meeting Hall

Prepared By:

John Maidrand, Green International Affiliates (Green)

The meeting was held at the Morse Library in the Lebowitz Meeting Hallmeeting room on November 28, 2017 at 7:00 pm to present the 3 alternatives for the South Main Street Project. Jonathan Freedman, chairman of the Board of Selectmen (BOS), opened the meeting and provided a brief summary of the intent of the meeting. Joshua Ostroff, chairman of the Transportation Advisory Committee (TAC), provided a brief introduction of the TAC's role. Jeremy Marsette, DPW Director, provided an overview of the project. Erik Atkins, Green International, presented the project to the audience.

The following is a summary of the comments and questions that were presented and the responses that were provided at the meeting. This is not a verbatim transcript but only a general account of the comments/questions and responses to those questions.

#140 So. Main St:

- Are any residential properties required to be purchased in their entirety?
 No.
- Are easements only required for the work or will utility easements also be required? Takings and easements will depend on which Alternative is selected. Alternatives 1 and 3 will require minimal takings, Alternative 2 will require takings the length of the project.
- What is a right of entry?

 Allows the contractor to perform work within your property to match the proposed work to existing conditions and is only for a limited time period.
- Will anyone lose frontage or acreage?
 Takings will depend on the selected Alternative.
- Do we get to vote or how will the final Alternative be determined?
 BOS makes the decision on the final Alternative. This public meeting is part of the determination process.

Did not identify:

- Explain why Alternative 2 is preferred by TAC.

 Town has adopted the Complete Streets Policy which tries to take into account the needs for all road users. Alternative 3 provides a safe path for bicyclists beyond the roadway and accommodates pedestrians. Town has received grants for several Complete Streets projects in Town.
- How is this project budgeted?
 Construction funds have not been set aside yet but those funds will include the cost of ROW takings.

#178 So. Main St:

 Alternative 2 is my least favorite. What grants does the Town gain or lose by selecting or not selecting Alternative 2?
 The Town does not anticipate receiving any grants for this project.

Did not identify:

• What is the rough cost of each Alternative? Alternative 1 is about \$1.7 million, Alternative 2 about \$4 million and Alternative 3 about \$2.5 million. These are very preliminary costs.

#153 So. Main St:

• As a bicyclist, the wider shoulders are good. You need to consider the character of the street. It's an old neighborhood and the houses are set back a minimal distance from the street. I'm not in favor of Alternative 2. Selected alternative should maintain the character of the neighborhood.

Did not identify:

- Will the project begin in the Spring?

 This is contingent upon funding for the project.
- Will the project be constructed in phases, say Segment 1 first then Segment 2? Construction would be phased if it's advantageous to the Town. We usually let the contractor decide how to phase the work within the parameters set by the Town.

Did not identify:

• Given the options, considering the loss of trees, losing character of the neighborhood, removing fences, recommend Alternative 1.

#163 So. Main St:

- If Town owns 10 feet into property would the taking be 10 feet?

 The Town owns 41.25 feet generally centered within the existing paved roadway. Takings would depend on which Alternative is selected. The takings in Alternative 2 are about 3 feet along both sides. May be a little more on one side than the other in certain locations due to the angle points in the layout.
- What material would the sidewalks be?
 Bituminous concrete.
- Would the grass strip, or dirt strip because grass doesn't grow, be eliminated? Yes, under Alternatives 1 and 3 the grass strip is eliminated. Alternative 2 proposes a 3' grass strip between the roadway and the shared use path.

Tom Collins:

• One other project that was done was a complete disaster. Why can't they fix road and sidewalk and go away?

Did not identify:

- Has a study of the usage by bicyclist been done? Where are they going, Sherborn, high school?
 - Traffic and bicycle counts have been taken but a study of the bicycle traffic was not done.
- Will the sidewalk extend to Sherborn?
 Sidewalk may be extended depending on impacts and final design will try to minimize impacts to the wetlands.

#140 So. Main St:

- Who's paying for this?
 The Town through capital expenditure funds.
- Will this project increase my taxes?
 No, but there are other upcoming projects, like the new middle school, which will increase taxes.
- I'm pro-biker but I knew my kids would not be biking along South Main Street when I purchased the house. My kids walk their bikes to the side street where their friends live and ride there. Natick is not a bicycle town.

#15 Morgan Dr:

Residents have expressed a concern about the speed on South Main Street. Has there
been an analysis to determine if wider roads increase speeds?
 Yes, studies have shown that speed can increase on wider roads. We can suggest ways to
help control speed such as speed feedback signs or police enforcement.

Ken Worthing:

• Logical reason for the shared use path is for safety reasons considering speed of traffic. Town has not made an effort to use speed lights to slow down traffic.

#127 So. Main St:

- My property will be impacted by Alternative 2. The neighborhood will lose character and there will be minimal usage of shared path. Has the shared use path been used anywhere and how was it used?
 - Have not been used in Natick but is used in other communities like Cambridge.
- The grass strip is not wanted. Why not brick or some other material?
 Other materials could be used and we will evaluate options with the Town.

#110 So. Main St:

- Is the 5-6 foot taking a reasonable assumption?

 In the south section near the hill, 6 feet is probably the maximum width. Closer to the center of Town the taking equalizes on both sides, about 3 feet.
- Project is removing a number of trees. Will they be replaced?
 That is to be determined by the Town but most likely there will be replacement trees.
- What is the cost benefit of Alternative 2? What are we getting out of it?
 A cost-benefit analysis has not been performed.

BOS:

- Clarify the cost. Is it in the current capital plan?

 The project is not in the current capital plan but will be presented at Town meeting in the capital plan.
- How is the project funded?
 Town will use the money allotted to capital improvements.

Mike Hickey BOS:

Where will the utility poles be relocated?
 For Alternatives 1 and 3 utility poles will be relocated behind the sidewalk. For Alternative 2 they would be relocated to the buffer between the roadway and shared use path. It's hoped that the utility companies will consolidate the poles to one side of the street.

Did not identify:

• I'm in favor of Alternative 3. I'm a bike rider and the wider shoulder is also good for the motorist.

#97:

• This is a continuation of the rail trail. Opposed to Alternative 2.

Did not identify:

• Does the owner have any say in where the fences will be relocated? Yes, the owner can request a location outside the ROW.

#148:

 Parking could be an issue if project requires taking land. Some driveways are barely long enough for 1 car now and some cannot be extended.

#146:

- Alternate 2 would eliminate the driveway at #148. Are there any other shared use paths? This would be the first one in Natick.
- Does anyone support Alternative 2? (One member of TAC raised hand)

Did not identify:

- Hard to imagine the scale of the project. How does this project compare to Cottage Street?
 - Cottage Street is a little different in that it is a scenic road and has sidewalk on only one side. Also, existing pavement was reclaimed.
- What is the cost comparison of this project with Cottage Street?

 Cottage Street was \$1.5-1.7 million (actually \$2.5) and Alternative 1 is about \$1.7 million,

 Alternative 2 about \$4 million and Alternative 3 about \$2.5 million.

Did not identify:

- Why did TAC recommend Alternative 2?

 TAC looked to implement the Complete Streets policy and provide for the safety of bikers.

 The TAC recommendation is part of the process as is this public meeting and BOS will make the final decision.
- Their recommendation did not account for impact to abutters. Would like some assurance the public has been heard.
 - All BOS members are present and they have been listening to all of the comments.

#120:

- I'm an occasional biker but do not like Alternative 2. Prefer Alternative 1 or 3. Does the Town compensate the property owner for the takings?
 - Yes, but the value is a lot less than what most people think. Evaluation for the land is not as high as for the house. The value for an easement is negotiated with the property owner.
- After this meeting, the BOS will make a decision. Will this be a separate line item or included with something else?
 - This will be included with the capital improvements. Town meeting can vote to remove specific expenditures from the capital improvements.

Sue BOS:

 When the BOS considers which alternative to approve, it will be an open meeting and the public is welcomed.

#163:

Against Alternative #2.

#161:

• Prefers Alternative 3, against Alternative 2. Widening roadway would improve safety.

#153:

Needs more information.
 Detailed plans will be provided as the project advances once the preferred alternative is selected.

Did not identify:

 Need to clarify the ROW limits. Also, the postcards arrived one week before the meeting and the notice should have been sent earlier.

The selectmen asked for a tentative show of hands for the preferred alternative. There was no actual count but visually it appeared more hands were raised for Alternative 1.)

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TOWN OF NATICK COMPLETE STREETS POLICY

Vision and Purpose:

Complete Streets are designed and operated to provide safety and accessibility for all the users of our roadways, trails and transit systems, including pedestrians, bicyclists, transit riders, motorists, commercial vehicles, and emergency vehicles and for people of all ages and abilities. Furthermore, Complete Streets principles contribute toward the safety, health, economic viability, and quality of life in a community by providing accessible and efficient connections between home, school, work, recreation and retail destinations by improving the pedestrian and vehicular environments throughout communities. The purpose of Natick's Complete Streets policy, therefore, is to accommodate all road users by creating a road network that meets the needs of individuals utilizing a variety of transportation modes. It is the intent of the Town of Natick to formalize the planning, design, operation and maintenance of streets so that they are safe for all users of all ages and abilities as a matter of routine. This policy directs decision-makers to consistently plan, design, and construct streets to accommodate all anticipated users including, but not limited to pedestrians, bicyclists, motorists, emergency vehicles, and freight and commercial vehicles.

Core Commitment:

The Town of Natick recognizes that users of various modes of transportation, including, but not limited to, pedestrians, cyclists, transit and school bus riders, motorists, delivery and service personnel, freight haulers, and emergency responders, are legitimate users of streets and deserve safe facilities. "All Users" includes users of all ages and abilities.

The Town of Natick recognizes that all projects, new, maintenance, or reconstruction, are potential opportunities to apply Complete Streets design principles. The Town further recognizes that many Natick roads are substandard, unaccepted, scenic, and/or constrained by natural features or other limitations. The Town will, to the maximum extent practical, design, construct, maintain, and operate all streets to provide for a comprehensive and integrated street network of facilities for people of all ages and abilities.

Complete Streets principles and design elements shall be considered for all publicly and privately funded projects, and incorporated as appropriate. All transportation infrastructure and street design projects requiring funding or approval by the Town of Natick, as well as projects funded by the state and federal government, such as the Chapter 90 funds, Town improvement grants, Transportation Improvement Program (TIP), the MassWorks Infrastructure Program, Community Development Block Grants (CDBG), Capital Funding and other state and federal funds for street and infrastructure design shall adhere to (comply with) the Town of Natick Complete Streets Policy.

Private developments and related street design components or corresponding street-related components shall adhere to (comply with) the Complete Streets principles. In addition, to the extent practical, state-owned roadways will comply with the Complete Streets resolution, including the design, construction, and maintenance of such roadways within Town boundaries.

Transportation infrastructure may be excluded, upon approval by the Town Engineer with review by the Board of Selectmen, where documentation and data indicate that:

- Facilities where specific users are prohibited by law, such as interstate freeways
 or pedestrian malls. An effort will be made in these cases for alternative
 accommodations.
- 2. Where cost or impacts of accommodation are excessively disproportionate to the need or probable use or probable future use.
- 3. Where the constraints of the roadway preclude a design that can safely accommodate all users. An effort will be made in these cases for alternative accommodations.
- 4. Where such facilities would constitute a threat to public safety in the determination of the Town Engineer in consultation with the Natick Police Department Safety Officer.

Best Practices:

The Town of Natick Complete Streets policy will focus on developing a connected, integrated network that serves all road users. Complete Streets principles will be integrated into policies, planning, and design of all types of public and private projects, including new construction, reconstruction, rehabilitation, repair, and maintenance of transportation facilities on streets and redevelopment projects.

Implementation of the Town of Natick Complete Streets Policy will be carried out cooperatively within all departments in the Town of Natick with multi-jurisdictional cooperation, to the greatest extent possible, among private developers, and state, regional, and federal agencies.

Complete Streets principles include the development and implementation of projects in a context sensitive manner in which project implementation is sensitive to the community's physical, economic, and social setting. The context-sensitive approach to process and design includes a range of goals by considering stakeholder and community values on a level plane with the project need. It includes goals related to livability with greater participation of those affected in order to gain project consensus. The overall goal of this approach is to preserve and enhance scenic, aesthetic, historical, and environmental resources while improving or maintaining safety, mobility, and infrastructure conditions.

The Town of Natick recognizes that "Complete Streets" may be achieved through single elements incorporated into a particular project, or incrementally through a series of smaller improvements or maintenance activities over time.

The latest design guidance, standards, and recommendations available will be used in the implementation of Complete Streets including:

- The Massachusetts of Department of Transportation <u>Project Development and Design Guidebook and current Engineering Directives</u>
- The latest edition of American Association of State Highway Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets
- The United States Department of Transportation Federal Highway Administration's <u>Manual on Uniform Traffic Design Controls</u> (2009).
- The Architectural Access Board (AAB) 521CMR Rules and Regulations
- Documents and plans created by or for the Town of Natick, such as bicycle and pedestrian network plans, land use plans, open space and recreation plans, Town of Natick Pavement Management Program Five-year Roadway Improvements Plan.

Complete Streets implementation and effectiveness should be constantly evaluated for success and opportunities for improvement. The town will develop performance measures to gauge implementation and effectiveness of the policies.

The Town will endeavor to ensure that Natick ways, including but not limited to those subject to improvements under this policy, are accessible to all, and that the town employs education, encouragement and enforcement to help ensure the safety of all users.

Implementation:

The Town shall make Complete Streets practices a routine part of everyday operations, shall approach every transportation project and program as an opportunity to improve streets and the transportation network for all users, and shall work in coordination with other departments, agencies, and jurisdictions to achieve Complete Streets.

Town shall review and either revise or develop proposed revisions to all appropriate planning documents (master plans, open space and recreation plan, etc.), zoning and subdivision codes, laws, procedures, rules, regulations, guidelines, programs, and templates to integrate Complete Streets principles in all Street Projects. A committee of relevant stakeholders designated by the Town Administrator may be created to implement this initiative.

The Town shall maintain a comprehensive inventory of pedestrian and bicycle facility infrastructure, including infrastructure in need of maintenance, repair and connectivity, which will prioritize projects to eliminate gaps in the sidewalk and bikeway network.

The Town will consider capital planning and funding to encourage implementation of Complete Streets implementation.

The Town will train pertinent town staff and decision-makers on the content of Complete Streets principles and best practices for implementing policy through workshops, reference materials, and other appropriate means.

The Town will utilize inter-department coordination to promote the most responsible and efficient use of resources for activities within the public way.

The Town will seek out appropriate sources of funding and grants for implementation of Complete Streets policies, and advocate for such funding directly or through affiliations.

BOARD OF SELECTMEN

Joshua Ostroff) Chair

Charles M. Hughes, Vice-Chair

Nicholas S. Mabardy, Clerk

John J. Connolly

Richard P Jennett, Ir

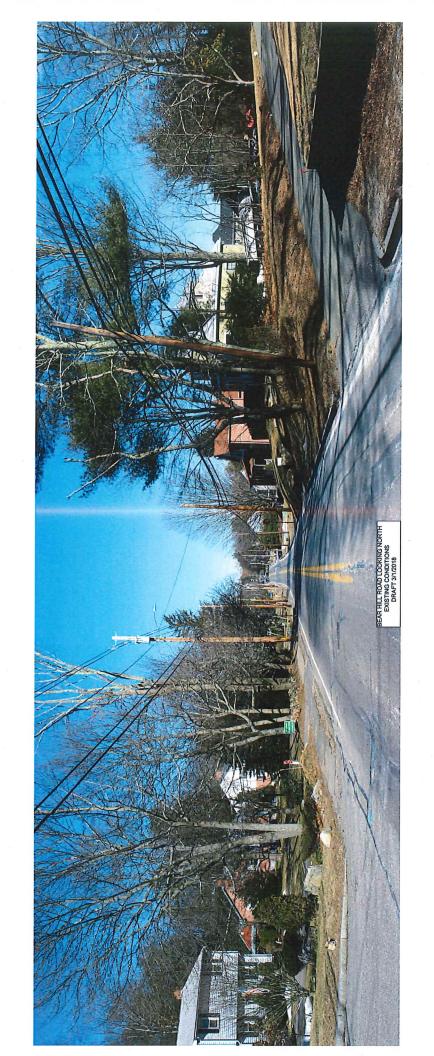
Adopted: March 23, 2015

ALTERNATIVES MATRIX - SEGMENT 2

SOUTH MAIN STREET

Cottage Street to West Street

	Alternative 1 Maintain Existing Curbline Width	Alternative 2 Adjacent Shared Use Path	Alternative 3 Shoulders for Pedestiran Separation and Bicycle Use	Alternative 3 Revised Shoulders for Pedestiran Separation and Bicycle Use
	2 foot shoulders	11 iout venicle lanes & 4 foot shoulders	11 root venicle lanes 4 foot shoulders	LU.S foot venicle lanes 4 foot shoulders
	5 foot sidewalk	10 foot shared use path 75 foot hared use path	5 foot sidewalk	5 foot sidewalk
	26 feet	28 feet /	30 feet	29 feet
	5	66	б	o,
	80 sf	32,000/sf	300 sf	300 sf
	Moderate	Maor	Major	Major
,	In Roadway Layout	In Roadway Layout	Outside Roadway Layout	In Roadway Layout
	10	92	54	54
1	No Separate Accomodation	ull Off Road	Separate On Road	Separate On Road
	Full/ADA	Full/ADA	Full/ADA	Full/ADA
	No	Yes	Yes	Yes
	Yes	Yes	Yes	Yes
	Minor	Major	Moderate	Moderate
	1 Season	2.5 Seasons	1.5 Seasons	1.5 Seasons
	\$2.3 Million	\$4.0 Million	\$3.0 Million	\$3.0 Million



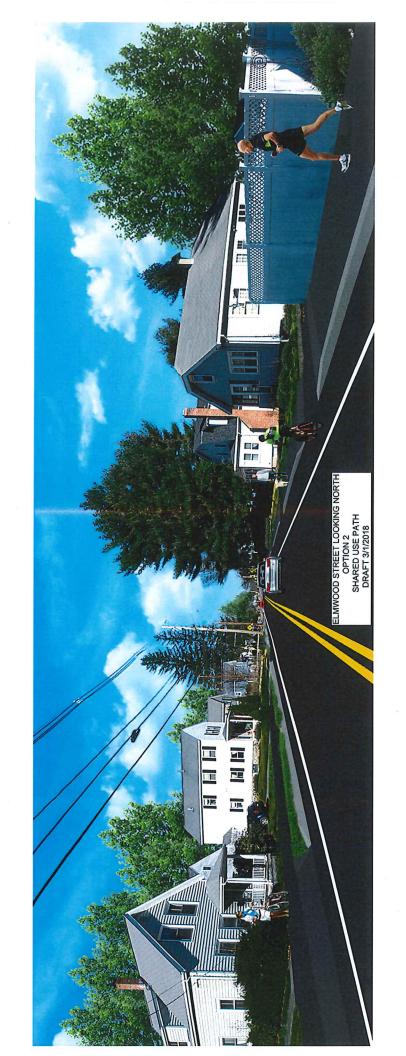


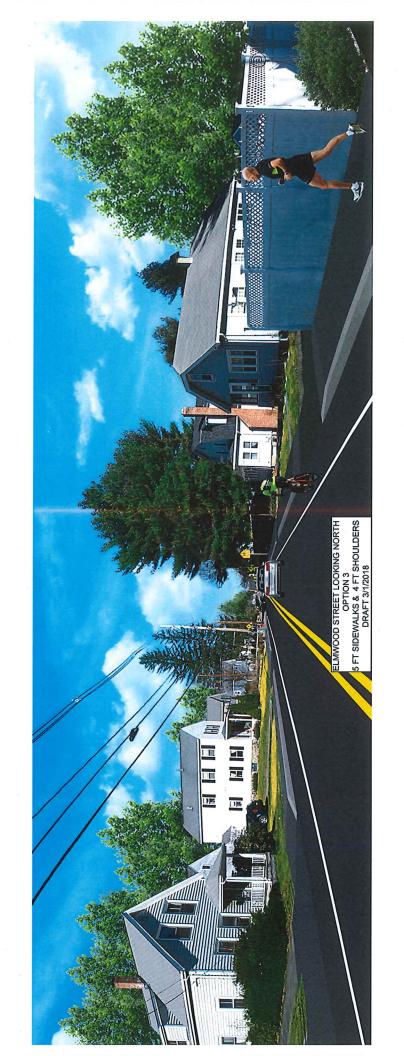


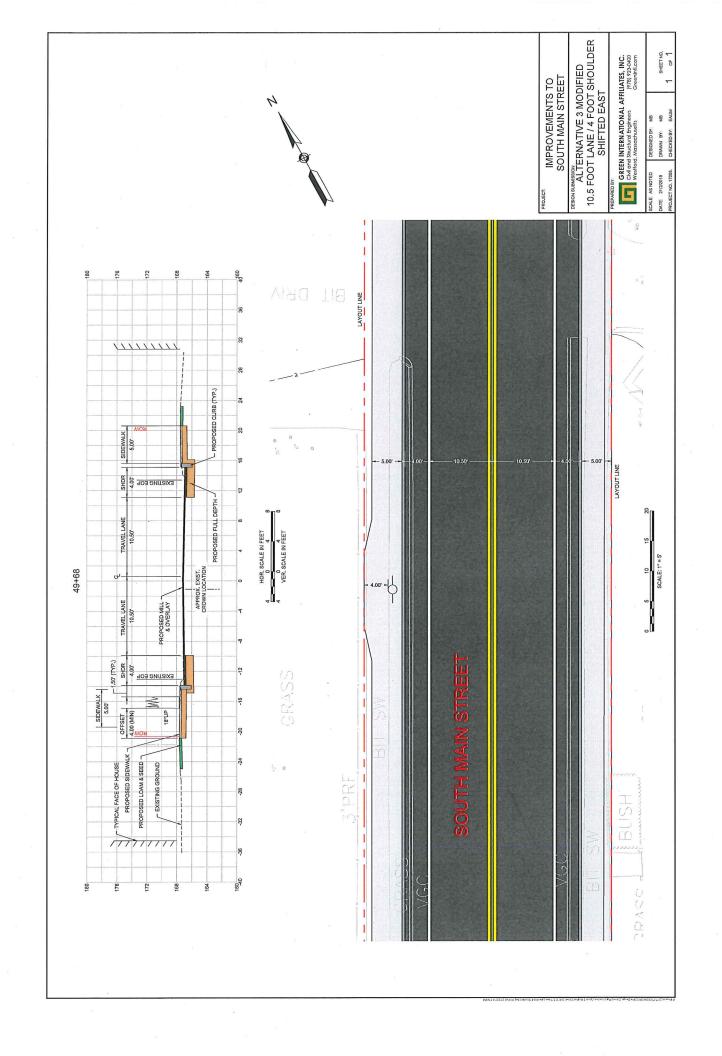












ITEM TITLE: Middlesex Ave Parking Garage Update

ITEM SUMMARY:

ITEM TITLE: Parking Advisory Staff Working Group

ITEM SUMMARY:

ATTACHMENTS:

Description Upload Date Type

Parking Working Group Update 3/15/2018 Cover Memo Parking Issues 2/12/2018 Cover Memo



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

To: Jonathan Freedman, Chair, Board of Selectmen (BOS)

From: Jamie Errickson, Director

CC: Parking Working Group members

Date: March 14, 2018

RE: Update on Parking Working Group

In early 2018, a Parking Working Group (PWG) was formed comprised primarily of Town staff currently managing the various aspects of the Town's parking policies and practices, including staff from Community & Economic Development, Police, the Acting Town Administrator, as well as BOS Member Jennett. As needed, other Town staff will be consulted with (i.e. DPW, Building/Inspectional Services, etc) as work continues. The PWG was tasked with developing a strategy and set of recommendations on how to most appropriately address the various and often times competing parking challenges throughout the community.

As a first step in this process, the PWG developed a list of known priorities, projects, initiatives, etc. currently ongoing or being considered within the community. Following this step, the PWG set out to prioritize the list into groups of short/ongoing items to long term items. Below is this priority list:

Priority 1 (ongoing items)

- Review the current management of town-controlled parking capacity and demand in Natick Center, including business, commuter, employee, and visitor parking, and signage/other communications;
- Consider improvements to enforcement of existing and proposed laws and regulations to ensure the Town's parking capacity and pass program (Business, Commuter, etc) is being utilized properly;
- Review and update communications for parking to all users (on-line, print, other methods);
- Develop a recommendation for better coordination of parking-related issues, including best practices/solutions for responsibility and management of parking resources/programming in Town departments (current responsibility is dispersed among different departments, with no central dedicated staff).

Priority 2 (short term)

• Explore solutions for residential parking to improve utilization of resources, including use of Town structures and consideration of town bylaws for commuters and residents;

- Address commuter parking demand, supply and pricing in Natick Center and West Natick, both at the present and in anticipation of a new Natick Center MBTA station. Identify/study actual commuter parking demand;
- Explore apps and other networks, and/or policy changes to encourage shared parking.

Priority 3 (medium term)

- Review the consultants' recommendations for the garage feasibility analysis and recommend next steps on related policy and practice issues/items;
- Develop recommendations for utilization of a new structure for all users (business, residents, commuters, employees, and visitors).

Priority 4 (long term)

- Develop contingency plans for temporary loss of parking if a new structure is developed;
- Develop recommendations for optimal utilization of a new structure;
- Review legislation for tools that will allow Natick to better manage parking, such as the creation of Parking Benefit Districts.

The PWG is meeting on a regular basis to continue this work that is ongoing. At this time, feedback from the Board of Selectmen is very much appreciated to ensure the list of items is comprehensive and the prioritization is consistent with the desires of the community.

Please do not hesitate to contact me with any questions.

PWG members include:

- Community & Economic Development Jamie Errickson (Director) & Ted Fields (Sr. Planner)
- Police Chief Jim Hicks & Lt. Brian Lauzon
- Acting Town Administrator Bill Chenard

From: James Errickson [mailto:jerrickson@natickma.org]

Sent: Monday, February 12, 2018 3:21 PM

To: Josh Ostroff <jostroff@natickma.org>; Rick Jennett

<rjennett@smartsourcellc.com>; Brian Lauzon <lauzon@natickpolice.com>; James
Hicks <jhicks@natickma.org>; Bill Chenard, <chenard@natickma.org>; Ted Fields
<tfields@natickma.org>

Subject: Parking in Natick

Hello all.

Attached is an initial list of items for the staff comprised "Parking Working Group" to consider. Please add, adjust, amend, etc as appropriate.

I'd like to schedule a meeting in 2 weeks to continue the conversation - week of 2/26. Please let me know what days/time work best for you. Best days/times for me are 2/26, 2/27, and 3/1 all day.

Thanks, Iamie

James Errickson Director - Community & Economic Development Town of Natick 508-647-6450

Parking issues for a parking working group to consider.

- Managing town-controlled parking capacity and demand in Natick Center, including business, town, visitor parking, and signage/other communications.
- Address commuter parking demand, supply and pricing in Natick Center and West Natick, both at the present and in anticipation of a new Natick Center MBTA station.
- 3. Explore solutions for residential parking to improve utilization, including use of town structures and consideration of town bylaws.
- 4. Review legislation for tools that will allow Natick to better manage parking, such as Parking Benefit Districts.
- 5. Develop contingency plans for temporary loss of parking if a new structure is developed.
- 6. Develop recommendations for utilization of a new structure,
- 7. Explore apps and other networks to encourage shared parking.
- 8. Review the consultants' recommendations for the garage feasibility analysis and recommend next steps on related policy and practice issues
- 9. Consider enforcement of existing and proposed laws and regulations
- 10. Review and advise on communications for parking.

ITEM TITLE: Review of Fiscal Year 2019 Budget: Community Services

ITEM SUMMARY:

ATTACHMENTS:

Description Upload Date Type

Budget Presentation 3/14/2018 Cover Memo

COMMUNITY SERVICES DEPARTMENT

FY 19 BUDGET OVERVIEW
PERFORMANCE INDICATORS
CURRENT CLIMATE
FUTURE DIRECTIONS

COMMUNITY SERVICES DEPARTMENT

RECREATION AND PARKS

COUNCIL ON AGING

HUMAN SERVICES

VETERANS SERVICES

NATICK COMMUNITY ORGANIC FARM

ADMINISTRATION

COMMUNITY SERVICES DEPARTMENT PROPOSED FY 19 BUDGET

	2016	2017	2018	2019	18/19	
	Actual	Actual	Revised	Prelim	\$	%
Personnel	1,216,449	1,287,306	1,305,013	1,335,134	30,212	2.31%
Purchased Svcs	98, 676	126,501	140,528	142,039	1,511	1.07%
Supplies	19,657	20,492	26,294	25,744	(550)	-2.09%
Other Charges	260,275	252,099	346,281	346,281		
Total	1,654,057	1,686,398	1,818,116	1, 849,198	31,082	1.71%

Budget Highlights

- 1 Operating Expense increase of \$1,835: contract for Treatment of Dug Pond
- Net decrease in Sassamon Trace Maintenance Expenses of \$11,509
- Expanded programming to youth at risk
- Expanded programming to reach under-served aging cohorts

NON GF REVENUE FY 18 SNAPSHOT

USER FEES

\$1 / \$2.55

GRANTS

\$82K

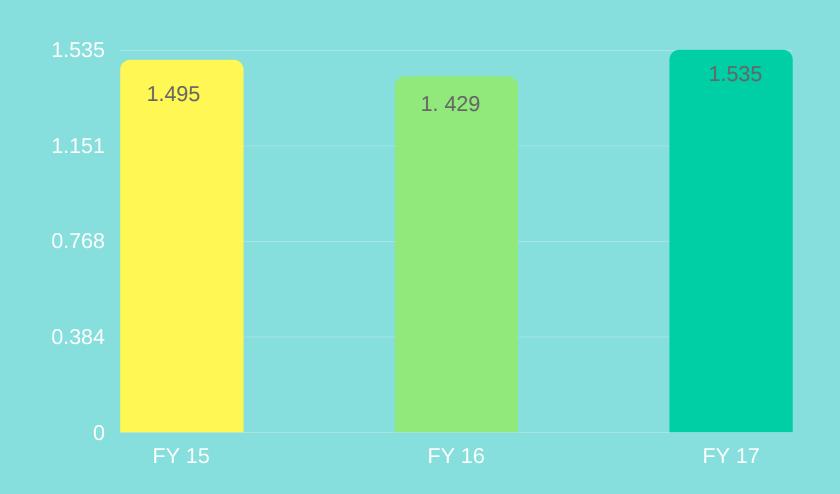
VOLUNTEERS



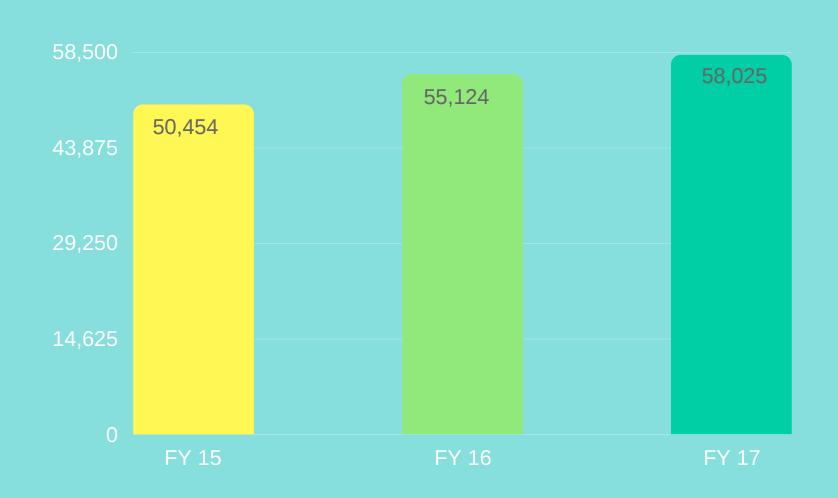
Services to At-Risk Populations: Individuals

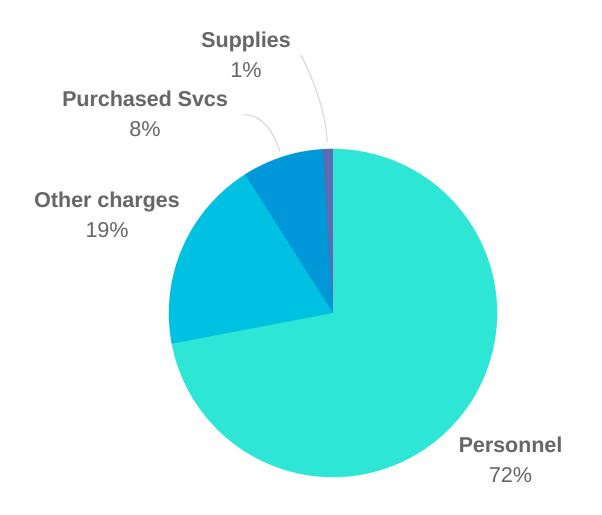


Financial Assistance For those In Need: (Millions)



Educational/Recreational Service Units: All Ages





Current Climate

Increasing demand for services to youth

Increasing demand for services to at-risk populations

Increased interest in evening/weekend programming

Increased attention on closing gaps in services to elders

FY 19

ORGANIZATIONAL

Gaps Analysis

Strategic Plan

Org.Alignment:
Rec and Parks
Policies
Technology

PR/Communications

Succession Planning

PROGRAMMATIC

Youth Services:
Teen Center
Youth Employment
Mentorship
Transportation
Nutrition
Skills Building

Service gaps: Elders

Dental Care

memory Care

Aging in Place

CAPITAL

East/Navy Yard Construction

Cole Center Design

Arrowhead rebuild

CSC open Space Design

...and beyond

ORGANIZATIONAL

Strategic Plan Execution

Succession Planning

Recreation Strategic Plan

Funding Diversification

Branding

Communications

PROGRAMMATIC

At-Risk youth

Aging in Place

Cole Center Programming

Community Partnerships

Community Gardens

CLA

CAPITAL

Cole Center Rebuild

CSC Open Space Construction

Parks Master Plan

NEW INITIATIVE: Responding to the Needs of At-Risk Youth

Purpose: To meaningfully respond to those children in Natick who are not engaged in after-school activities that support positive social connections, mentoring and skills building.

Population to be Served: Natick teens with particular focus on identified youth at risk, homeless youth and those attending our middle schools.

Revenue Impact: Funded with one-time grant. In order to ensure these critical services are provided to Natick youth consistently, GF dollars are requested.

Personnel Services

Salaries, Operational Staff \$43, 680 Teen Center Coordinator

Expenses

	/ _ _		t \$3,000
Program Sul	Δ		T U"211111
		\mathcal{M}	
			$\psi \phi, \phi \phi \phi$

Office Suppl	lies \$	300
	· · · · · · · · · · · · · · · · · · ·	

ID'd as top unmet need Natick 2030

Collaboration between:
Schools
NPD
Opioid Task Force
At-Risk Youth Working Group
Health Department

Expansion of services to Natick Teens
Mitigate spectrum of risk

Non-school hours (afternoons/summers/vacations)

ITEM TITLE: 2018 Spring Annual Town Meeting Articles: 1, 10, 11, 12, 15, 16, 17, 20,

21, 22

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Warrant	2/21/2018	Cover Memo
Art 1-FinCom Questionnaire & Motion	3/15/2018	Cover Memo
Art 12-Motion	3/15/2018	Cover Memo
Art 15-Motion	3/15/2018	Cover Memo
Art 16-Motion	3/15/2018	Cover Memo
Art 17-FinCom Questionnaire & Motion	3/15/2018	Cover Memo
Art 17-Corrected Motion	3/15/2018	Cover Memo
Art 20-Redline	3/15/2018	Cover Memo
Art 21-Revised Motion	3/15/2018	Cover Memo
Art 22-Redline	3/15/2018	Cover Memo

WARRANT SPRING ANNUAL TOWN MEETING APRIL 10, 2018

THE COMMONWEATH OF THE MASSACHUSETTS

Middlesex, ss

To Any Constable of the Town of Natick in said County: Greeting:

In the name of the Commonwealth of Massachusetts you are required to notify the qualified Town Meeting Members of the said Town of Natick to meet in the Natick High School, Natick on **Tuesday Evening April 10, 2018 at 7:30 PM**, then and there to act on the following Articles:

Article 1	Authorize Board of Selectmen to Acquire, Obtain, Abandon or Relocate
	Easements
Article 2	Committee Article
Article 3	Elected Officials Salary
Article 4	Personnel Board Classification and Pay Plan
Article 5	Collective Bargaining
Article 6	Fiscal 2018 Omnibus Budget
Article 7	Fiscal 2019 Omnibus Budget
Article 8	Fiscal 2019 Morse Institute Library Budget
Article 9	Fiscal 2019 Bacon Free Library Budget
Article 10	School Bus Transportation Subsidy
Article 11	One-to-One Technology Stabilization Funds
Article 12	Revolving Funds
Article 13	Capital Equipment
Article 14	Capital Improvement
Article 15	Capital Stabilization Fund
Article 16	Operational/Rainy Day Stabilization Fund
Article 17	Increase Personal Exemption Amounts
Article 18	Amend By-Law Article 24 Regarding Procedure for Appointment of Police Chief
Article 19	Amend By-Law Article 24 Regarding Procedure for Appointment of Fire Chief
Article 20	Amend By-law Article 51: Alarm Systems
Article 21	Amend By-law Article 72: Building Regulations
Article 22	Amend By-law Article 76: Regulations regarding Historically Significant
	Buildings, etc.
Article 23	Amend By-law Regulating Use of Motion for the Previous Question
Article 24	Acquisition of Mechanic Street
Article 25	North Main Street Right of Way Acquisition
Article 26	Cochituate Rail Trail Right of Way Acquisition
Article 27	Snow Clearing on Public Ways
Article 28	4 Temple Street/Middlesex Path Easement
Article 29	Amend Natick Zoning By-Laws: Inclusionary Affordable Housing Requirements
Article 30	Amendments to the Town of Natick Zoning By-Law and Zoning Map
Article 31	Amend Zoning By-Laws: Signage (Residential Zoning Districts)
Article 32	Amend Zoning By-Laws: Signage (Street Addresses)
Article 33	Amend Zoning By-Laws: Clarify Site Plan Review Process
Article 34	Amend Zoning Bylaws: Assisted Living Overlay Option Plan
Article 35	Amend Zoning By-Law to allow Indoor Amusement or Recreational Uses in
	Industrial Zoning Districts by Special Permit
Article 36	Amend Natick Zoning Bylaws: Uses Allowed by Special Permit Only and
	Dimensional and Density Requirements in the Downtown Mixed Use (DM)
	District
Article 37	Amend Registered Marijuana Dispensaries Bylaw 323.8
Article 38	Limit Automatic 2.5% Increase in FY2019 Property Tax

ARTICLE 1

Authorize Board of Selectmen to Acquire, Obtain, Abandon or Relocate Easements (Town Administrator)

To see if the Town will vote to authorize the Board of Selectmen, during Fiscal Year 2019, to acquire on behalf of the Town any and all easements for any of the following purposes: roads, sidewalks, vehicular and/or pedestrian access or passage, drainage and utilities, provided however that such authorization pertains only to easements acquired at no cost to the Town; and, further, to authorize the Board of Selectmen, subsequent to a public hearing, during Fiscal Year 2019 to abandon or relocate easements acquired for any of the foregoing purposes; or otherwise act thereon.

ARTICLE 2 Committee Article (Town Administrator)

To see if the Town will vote to hear and discuss the reports of town officers, boards, and committees; or otherwise act thereon.

ARTICLE 3 Elected Officials Salary (Town Administrator)

To see if the Town will vote to fix the salary and compensation of all elected officers of the Town of Natick for Fiscal Year 2019 (July 1, 2018 through June 30, 2019) as provided by Section 108 of Chapter 41 of the General Laws, as amended; or otherwise act thereon.

ARTICLE 4 Personnel Board Classification and Pay Plan (Town Administrator)

To see if the Town, pursuant to the authority contained in Section 108A of Chapter 41 of the General Laws, will vote to amend the by-laws by adding to Article 24, Section 3, a new paragraph deleting certain position titles, adding new position titles and effecting changes in the salary ranges as presently established; or otherwise act thereon.

ARTICLE 5 Collective Bargaining (Town Administrator)

To see if the Town will vote to raise and appropriate, or otherwise provide, the funds necessary to implement the Terms of Agreements reached between the Town and the following collective bargaining units:

- a) Deputy Fire Chiefs' Association, Local 1707 Deputy Fire Chiefs
- b) International Association of Firefighters, AFL-CIO, Local 1707 Firefighters
- c) New England Benevolent Association, AFL-CIO, Local 82 Superior Officers
- d) Natick Patrol Officers Association Patrol
- e) New England Police Benevolent Association, Inc. Local 182 Dispatchers
- f) Massachusetts Laborer's Council Local 1116 Supervisors' & Administrators' Association DPW Sup. & Admin.
- g) Massachusetts Laborer's Council Local 1116 DPW Laborers
- h) Maintenance and Custodians Local 1116 of the Laborers International Union, AFL-CIO Facilities Maintenance
- i) Public Employees Local Union 1116 of the Laborers' International Union of North America -Clerical
- j) Public Employees Local Union 1116 of the Laborers International Union of North America, AFL-CIO Library

Or otherwise act thereon.

ARTICLE 6 Fiscal 2018 Omnibus Budget (Town Administrator)

To determine what sum or sums of money the Town will appropriate and raise, or transfer from available funds, for the operation of the government of the Town of Natick, including debt and interest, during Fiscal Year 2018 (July 1, 2017 through June 30, 2018) and to provide for a reserve fund for Fiscal Year 2018, and to see what budgets for Fiscal 2018 will be reduced to offset said additional appropriations; or otherwise act thereon.

ARTICLE 7 Fiscal 2019 Omnibus Budget (Town Administrator)

To determine what sum of money the Town will appropriate and raise, or transfer from available funds, for the operation of the government of the Town of Natick, including debt and interest during Fiscal Year 2019 (July 1, 2018 to June 30, 2019), and to provide for a reserve fund for Fiscal Year 2019; or to otherwise act thereon.

ARTICLE 8 Fiscal 2019 Morse Institute Library Budget (Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, or otherwise provide, for the maintenance and operation of the Morse Institute Library, for Fiscal Year 2019 (July 1, 2018 through June 30, 2019); or otherwise act thereon.

ARTICLE 9 Fiscal 2019 Bacon Free Library Budget (Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, or otherwise provide, for the maintenance and operation of the Bacon Free Library, for Fiscal Year 2019 (July 1, 2018 through June 30, 2019); or otherwise act thereon.

ARTICLE 10 School Bus Transportation Subsidy (Superintendent of Schools)

To see if the Town will vote to appropriate and raise, or transfer from available funds, a sum of money for the purpose of operation and administration of the school bus transportation system, and to reduce or offset fees charged for students who elect to use the school bus transportation system for transportation to and from school, for Fiscal Year 2019 (July 1, 2018 through June 30, 2019); or otherwise act thereon.

ARTICLE 11 One-to-One Technology Stabilization Funds (Superintendent of Schools)

To see if the Town will vote to appropriate a sum of money from available funds for the purpose of supplementing the One-to-One Technology Stabilization Fund for the purpose of funding the One-to-One Technology Program in the Natick Public School System, established under Article 31 of the warrant for Spring Annual Town Meeting of 2014, as authorized by Chapter 40, Section 5B of the General Laws, as amended or otherwise act thereon.

ARTICLE 12 Revolving Funds (Town Administrator)

To see if the Town will vote on the limit on the total amount that may be expended from each revolving fund established pursuant to Chapter 44 section 53E ½ of the General Laws and Town by-law; or otherwise act thereon.

ARTICLE 13 Capital Equipment (Town Administrator)

To see if the Town will vote to appropriate and raise, borrow or otherwise provide, a sum of money as may be required for capital equipment for the various departments of the Town of Natick; to determine whether this appropriation shall be raised by borrowing or otherwise; or otherwise act thereon.

ARTICLE 14 Capital Improvement (Town Administrator)

To see if the Town will vote to appropriate and raise, borrow or otherwise provide, a sum of money to implement a Capital Improvement Program, to protect the physical infrastructure of the Town of Natick, to add new physical infrastructure, or to improve community assets; and, further, to determine whether this appropriation shall be raised by borrowing or otherwise; or to otherwise act thereon.

ARTICLE 15 Capital Stabilization Fund (Town Administrator)

To see if the Town will vote to appropriate a sum of money from available funds for the purpose of supplementing the Capital Stabilization Fund established under Article 2 of the warrant for Fall Annual Town Meeting of 2010, as authorized by Chapter 40, Section 5B of the General Laws, as amended: or otherwise act thereon.

ARTICLE 16 Operational/Rainy Day Stabilization Fund (Town Administrator)

To see if the Town will vote to appropriate a sum of money from available funds for the purpose of supplementing the Operational Stabilization Fund established by vote of the 2011 Spring Annual Town Meeting under Article 4, as authorized by Chapter 40, Section 5B of the General Laws, as amended; or otherwise act thereon.

ARTICLE 17 Increase Personal Exemption Amounts (Board of Assessors)

To see if the Town will vote to increase the Personal Exemption Amounts by 55.0% under the provisions of Chapter 73 of the Acts of 1986 as amended by Chapter 126 of the Acts of 1988 which provides for "Optional Additional Property Tax Exemptions" allowing an annually determined, uniform increase in the amount of exemption in General Laws, Chapter 59 Section 5 Clauses 17D, 22, 22A, 22B, 22C, 22E, 37A, and 41C (elderly person, disabled veteran, or blind person); or otherwise act thereon.

ARTICLE 18

Amend By-Law Article 24 Regarding Procedure for Appointment of Police Chief (Board of Selectmen)

To see if the Town will vote to amend the By-Laws, specifically Article 24, Section 14.2 therein to allow the Board of Selectmen to extend the time frame within which the Police Chief Screening Committee must submit candidates to the Board of Selectmen, and/or extend the time frame within which the Board of Selectmen must appoint a Police Chief; or otherwise act thereon.

ARTICLE 19

Amend By-Law Article 24 Regarding Procedure for Appointment of Fire Chief (Board of Selectmen)

To see if the Town will vote to amend the By-Laws, specifically Article 24, Section 152 therein to allow the Board of Selectmen to extend the time frame within which the Fire Chief Screening Committee must submit candidates to the Board of Selectmen, and/or extend the time frame within which the Board of Selectmen must appoint a Fire Chief; or otherwise act thereon.

ARTICLE 20 Amend By-Law Article 51:Alarm Systems (Charter & By-law Review Committee)

To see whether the Town will vote to amend Article 51 of the Town of Natick By-laws as follows:

- 1. In Section 1, paragraph b:
 - a. Add the words "or vehicle" after the words "whose premises" in the first sentence; and
 - b. Delete the words "except for alarm systems on motor vehicles" at the end of the first sentence; and
 - c. Add the words "or vehicle" after the words "the premises" in the second sentence; and
 - d. Add the words "or vehicle" after the words "the premises" in the third sentence";

so that Section 1, paragraph b shall read:

"The term "Alarm User" or "User" means any person on whose premises or vehicle an alarm system is maintained within the town. Excluded from this definition and from the coverage of this by-law are central station personnel and persons who use alarm systems to alert or signal persons within the premises or vehicle in which the alarm system is located of an attempted unauthorized intrusion or holdup attempt. If such a system, however, employs an audible signal emitting sounds or a flashing light or beacon designed to signal persons outside the premises or vehicle, such system shall be within the definition of "alarm system," as that term is used by this by-law, and shall be subject to this by-law."; and

- 2. Replace Section 1, paragraph g with the word "deleted"; and
- 3. In Section 6, paragraph a:
 - a. Add the words ", with the exception of motor vehicle alarm users," after the first words "Every alarm user" in the first sentence; and
 - b. Add the word ", addresses," after the word "names" and before the words "telephone numbers" in the first sentence;

so that Section 6, paragraph a shall read:

"Every alarm user, with the exception of motor vehicle alarm users, shall submit to the Police Chief and the alarm company who maintains the system at the police communications console the names, addresses, and telephone numbers of at least two other persons who can be reached at any time, day or night, and who are authorized to respond to an emergency signal transmitted by an alarm system, and who can open the premises wherein the alarm system is installed. The names,

addresses and telephone numbers of the responders must be kept current at all times by the alarm user and the alarm company."; and

- 4. Replace Section 6, paragraph b with the word "deleted"; and
- 5. In Section 7, delete the first and last sentences, so that Section 7 shall read:

"Permission is not required to test or demonstrate alarm devices not transmitting emergency messages directly to the police department.";

or otherwise act thereon.

ARTICLE 21 Amend By-law Article 72: Building Regulations (Charter & By-law Review Committee)

To see whether the Town will vote to amend Article 72 of the Town of Natick By-laws as follows:

- 1. Change the title of Section 5 to "Height Requirements at Intersections, including Driveways"; and
- 2. In the first paragraph of Section 5, replace the word "streets" with the words "public ways"; and
- 3. Add the sentence "No fence, shrubbery or other object located within fifteen (15) feet of the intersection of a public way and a driveway shall be maintained more than three (3) feet above the street grade measured at said intersection." as the second paragraph of Section 5;

so that Section 5 shall read:

"Section 5 Height Requirements at Intersections, including Driveways

In any lot which abuts an intersection of two or more public ways, no fence, shrubbery or other object which is located within fifteen (15) feet of such an intersection, shall be maintained more than three (3) feet above the street grade measured at said intersection.

No fence, shrubbery or other object located within fifteen (15) feet of the intersection of a public way and a driveway shall be maintained more than three (3) feet above the street grade measured at said intersection.";

or otherwise act thereon.

ARTICLE 22

Amend By-law Article 76: Regulations regarding Historically Significant Buildings, etc. (Charter & By-law Review Committee)

To see whether the Town will vote to amend Article 76 of the Town of Natick By-laws as follows:

- 1. In Section 2, sub-section F:
 - a. After the words "which is" in the first sentence, delete the word "(1)" and insert the words "in whole or in part fifty (50) years old or older and which has been determined by the Commission or its designee to be significant based on any of the following: (1) it is"; and
 - b. Add the word "it" after the word "(2) in the first sentence;

so that Section 2, sub-section F shall read:

"Historically Significant Building or Structure: Any regulated building or structure which is in whole or in part fifty (50) years old or older and which has been determined by the Commission or its designee to be significant based on any

of the following: (1) it is associated with one or more historic persons or events or with the architectural, cultural, economic, political or social history of the Town of Natick, the Commonwealth of Massachusetts, and/or the United States of America; or (2) it is historically or architecturally important by reason of type, period, style and method of building construction, or represents the work of a particular architect or builder, either by itself or in the context of a group of buildings or structures."; and

- 2. Add a new sub-section H to Section 2:
 - "Preferably Preserved: Any Historically Significant Building or Structure which the Commission determines, following a public hearing, that it is in the public interest to be preserved rather than demolished, altered or relocated. A Preferably Preserved Building or Structure is subject to the six-month demolition delay period of this bylaw."; and
- 3. In Section 3, sub-section B, delete the sentence "Further nominations to said inventory shall occur only after notice to the assessed owner of the building or structure and a public hearing on said proposed nomination.";

or otherwise act thereon.

ARTICLE 23 Amend By-law Regulating Use of Motion for the Previous Question (Paul Connolly et al)

To see if the Town will vote to amend the rule related to use of the motion for the previous question at Town Meeting which supposedly is intended to insure sufficient discussion before voting but too often is being used by a few to unreasonably extend repetitious discussion when most at Town Meeting wish to proceed with the vote; and, specifically, to amend the Town of Natick By-Laws, Article 3, Section 11 Motion for the Previous Question as follows:

Delete the existing paragraph:

The motion for the previous question shall not be entertained by the Moderator if three or more persons are seeking recognition who have not previously spoken to the question.

Insert the following two paragraphs:

The motion for the previous question is a subsidiary motion used to request the Moderator to stop debate on the immediately pending motion and proceed with the vote on that motion.

The motion for the previous question is not in order when there has been insufficient opportunity, as determined by the Moderator, for persons to ask questions and obtain information pertaining to the immediately pending motion; or when use of the motion could effectively result in never even considering amendments or other subsidiary motions that the Moderator expects to be introduced.

ARTICLE 24 Acquisition of Mechanic Street (Board of Selectmen)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, for transportation purposes, permanent easement in that portion of Mechanic Street which is located within the parcel as shown on Town of Natick Assessors' Map 35 Parcel 43, including up to 33.04 feet of an existing utility easement on the northern boundary of said parcel; said property is shown on a plan on file in the Community and Economic Development Office, and further, to see what sum of money the Town will vote to appropriate and raise, borrow, or otherwise provide for the purposes of this article; and, further, to authorize the Board of Selectmen and other applicable boards, commissions, and personnel to apply for and receive grants or gifts for the purposes of this article and to take all action necessary or appropriate to accomplish the purposes of this article; or otherwise act thereon.

ARTICLE 25 North Main Street Right of Way Acquisition (Town Administrator)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, taking by eminent domain, or otherwise, to accept a deed or deeds to the Town of fee simple, easements or other interests in any land, and to dedicate all or portions of Town owned parcels of land, necessary for the construction of the North Main Street roadway improvements project located on North Main Street (Route 27) from the Town Center to the Wayland town line, as shown and identified on a set of plans entitled "Massachusetts Department of Transportation Highway Division, Roadway Improvements Project, North Main Street (Route 27), In The Town of Natick In Middlesex County, Preliminary Right of Way Plans" dated March 20, 2017, prepared by BETA Group, Inc., as revised or amended. Further, to see what sum of money the Town will vote to raise and appropriate, borrow or transfer from available funds, to fund said purchase or takings along with all legal and appraisal costs associated with the obtaining any interests in land necessary for the construction of the North Main Street roadway improvements project;

Or otherwise act thereon.

ARTICLE 26 Cochituate Rail Trail Right of Way Acquisition (Town Administrator)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, taking by eminent domain, or otherwise, to accept a deed or deeds to the Town of fee simple, easements or other interests in any land, and to dedicate all or portions of Town owned parcels of land, necessary for the construction of the Cochituate Rail Trail project and located on Commonwealth Road (Route 30), Superior Drive, Speen Street and Worcester Street (Route 9) as shown and identified on a set of plans entitled "Massachusetts Department of Transportation Highway Division, Cochituate Rail Trail, In The City/Town of Natick and Framingham, Middlesex County, Preliminary Right Of Way" dated November 27, 2017, prepared by BETA Group, Inc., as revised or amended. Further, to see what sum of money the Town will vote to raise and appropriate, borrow or transfer from available funds, to fund said purchase or takings along with all legal and appraisal costs associated with obtaining any interests in land necessary for the construction of the Cochituate Rail Trail project;

Or otherwise act thereon.

ARTICLE 27 Snow Clearing on Public Ways (Board of Selectmen)

To see if the Town will vote to amend the Town of Natick By Laws by changing the fine in Article 50, Section 18, subsection a, and by changing Article 50, Section 18, subsection b by removing the text "after it has been plowed." and inserting the text ", nor deposit snow so as to impede snow removal operations, without the authority of the Town Administrator or his designee.", or otherwise act thereon.

ARTICLE 28 4 Temple Street/Middlesex Path Easement (Anthony Tavilla et al)

To see if the Town will vote to grant an easement to the property owners at Four Temple Street, Natick for the purpose of connecting into sewer located on Middlesex Path which abuts Four Temple Street lot or any other action relative thereto.

ARTICLE 29

Amend Natick Zoning By-Laws: Inclusionary Affordable Housing Requirements

(Planning Board)

To see if the Town will vote to amend the Natick Zoning Bylaws with regard to promoting Affordability in the town's housing stock and enabling and permitting the construction or development of Affordable Housing, as provided for in MGL c. 40B and defined in 760 CMR 56, by:

- (a) Amend, modify, or add to Section 200 Definitions, including without limitation defining any aspect of the provision(s) of affordable housing, affordable housing requirements, and/or provisions for housing that meets the Commonwealth's standards for inclusion on the Town's Subsidized Housing Inventory (SHI) (as defined in 760 CMR 56); and
- (b) Replace, eliminate, or modify the following sections (including without limitations subsections, footnotes,) within the Natick Zoning Bylaw that relate to minimum affordable housing requirements, affordability requirements, affordable housing provisions, and/or other affordable provisions/requirements (whether local or related to the Commonwealth's requirements for inclusion in the Subsidized Housing Inventory):
 - ‡ Section III-A.2 Use Regulations Schedule
 - ‡ Section III-A.6.A Inclusionary Housing Option Program (IHOP)
 - ‡ Section III-A.6.B Housing Overlay Option Plan (HOOP)
 - **‡** Section III-D − Use Regulations for LC Districts
 - Section III.E Downtown Mixed Use District
 - ‡ Section III-F Cluster Development Allowed in Certain Districts:
 - i. 1.F Town House Cluster Development
 - ii. 2.F Single-Family Town House Cluster Development
 - iii. 3.F Single-family Town House Cluster Development (RSC District)
 - iv. 4.F Cluster Development AP and PCD Districts
 - v. 5.F Comprehensive Cluster Development Option
 - ‡ Section III-I.1 Assisted Living Residences
 - ‡ Section III-I.2 Independent Senior Living Overlay Option Plan (ISLOOP)
 - **‡** Section III-J − Historic Preservation
 - ‡ Section 320 Highway Overlay Districts

with a new Section V-J – Inclusionary Affordable Housing Requirements, or as otherwise designated, which address the following topics:

- Purpose and Intent to encourage the development of affordable housing
- Applicability of mandatory provisions of affordable units
- Affordable housing unit requirements (on site and off site)
- Special permit requirements
- Provision of buildable land and/or fees-in-lieu of affordable unit requirements
- Maximum income and sale price provisions
- Preservation of affordability and restrictions on resale of units;

or otherwise act thereon.

ARTICLE 30

Amendments to the Town of Natick Zoning By-Law and Zoning Map (Planning Board)

To see if the Town will vote to:

Amend the Town of Natick Zoning Map, as referenced in the Town of Natick Zoning By-Law under Section II-B Location of Districts (Zones) subsection 1, as follows:

- Extend, add, and/or amend the Downtown Mixed Use (DM) district to include the entirety of the following properties: Town of Natick Assessors' Map 43, Lots 412, 415, 416, and 417; and/or,
- Extend, add, and/or amend the HOOP II Overlay District to the following properties: Town of Natick Assessors' Map 43, Lots 412, 415, 416, and 417; and/or,
- Extend, add, and/or amend the HOOP II Overlay District to the following properties: Town of Natick Assessors' Map 35, Lots 105, 105A, 106, 107, 108, and 109;

or otherwise act thereon.

ARTICLE 31

Amend Zoning By-Laws: Signage (Residential Zoning Districts) (Planning Board)

To see if the Town will vote to amend the Town of Natick Zoning Bylaws by modifying Section V-H (Signs and Advertising Devices) and Section 200 (Definitions) to provide regulation of signage in Residential Zoning Districts for uses that are permitted as of right, by special permit, or exempted in MGL Chapter 40A, Section 3 from certain zoning restrictions.

Or otherwise act thereon.

ARTICLE 32 Amend Zoning By-Laws: Signage (Street Addresses) (Planning Board)

To see if the Town will vote to amend the Town of Natick Zoning Bylaws by modifying Section V-H (Signs and Advertising Devices) as follows:

In Section V-H, Section C (Regulations Applicable to All Areas)

Add a new subsection 7, to read

"7. Street Address

Unless specifically waived by the SPGA, any standing sign shall include at the top of the sign the street number or address in letters not less than six (6) inches high. Such area shall not count against the maximum sign size as defined elsewhere in this Bylaw."

Renumber the current subsection 7 as subsection 8, to read

"8. <u>Term</u>

Special permits issued under Section V-H shall have a term of not more than seven years."

or otherwise act thereon.

ARTICLE 33 Amend Zoning By-Laws: Clarify Site Plan Review Process (Planning Board)

Amend Zoning Bylaw to Clarify Site Plan Review Process

To see if the Town will vote to amend the Town of Natick Zoning Bylaws Site Plan Review provisions for parks, trails, roads, driveways, and parking areas, by modifying Section VI-DD Section 2.B (Site Plan Review Applicability and SPGA Designation) subsection (e) as follows:

Delete the phrase "referred to in this Section VI-DD - 2" and

Update the citation of the section so that Section 2.B (e) reads

"e) Where Site Plan Review is not otherwise required by the provisions of Section VI DD, in all zoning districts the construction of parks, trails, roads, driveways and parking areas shall be subject to the Site Plan Review procedure described herein to be administered by the Planning Board as the SPGA. This section VI-DD-2.B(e) shall not remove the exclusions created by Section VI-DD 2.B(c)."

or otherwise act thereon.

ARTICLE 34

Amend Zoning Bylaws: Assisted Living Overlay Option Plan (James M. Williamson et al)

Motion A: (Requires two thirds vote)
Moved To amend the Town of Natick Zoning by:

Inserting in <u>SECTION II – USE DISTRICTS</u>, <u>II-A TYPES OF USE DISTRICTS</u>, a new overlay district as follows:

"Assisted Living Overlay Option Plan" "ALOOP"

And; following SECTION III-I.2: Independent Senior Living Overlay Option Plan, inserting a new section, <u>Section III-I.3: Assisted Living Overlay Option Plan</u>, as follows:

The purpose of the ALOOP is to provide for the creation of Assisted 2.1. Purpose Living Residences (ALRs) as defined in and in compliance with the rules, regulations and requirements of MGL c. 19D and 651 CMR 12.00. Accordingly, ALRs in Natick's ALOOP districts shall comply with the Executive Office of Elder Affairs (EOEA) guidance: that ALRs are an important part of the spectrum of living alternatives for the elderly in the Commonwealth; that they should be operated and regulated as residential environments with supportive services and not as medical or nursing facilities; and that they should support the goal of aging in place through services, available either directly or through contract or agreement, to compensate for the physical or cognitive impairment of the individual while maximizing his or her dignity and independence. ALOOP Overlay Zoning will enhance the Town of Natick's ability to improve the quality of life for its growing senior population in an ALR environment that fosters interdependence, community access, and resident empowerment. As such, ALOOP districts should have access to public transportation, the Community-Senior Center, emergency services, public parks and walking trails, cultural, educational, and recreational opportunities, and other community service and involvement opportunities.

2.2. Applicability and Eligibility

The provisions of this Section III-I.3 may be utilized on any land located within the ALOOP districts, subject to the requirements and standards set forth in this section.

All regulations of the underlying zoning districts shall apply within the ALOOP districts, except to the extent that they are specifically modified or supplemented by regulations set forth in this Section III-I.3. Where the requirements and standards within the ALOOP district, as set forth in this Section, differ from or conflict with applicable requirements and standards set forth elsewhere in this By-Law, the requirements and standards established for the ALOOP district shall control.

ALRs shall be allowed by Special Permit in the ALOOP.

2.3 Net Usable Land Area

Net Usable Land Area as used herein shall mean the area within the parcel to be used for the ALR Development in accordance with this Section remaining after subtracting the areas of any bodies of water, wetland, or land lying within the 100 year flood elevation from the gross area of the parcel to be used for ALRs. The flood plain and wetlands maps and aerial surveys adopted as official maps by the Planning Board from time to time shall be used to determine areas of water, 100-year flood plain elevations, and wetland boundaries. Notwithstanding the foregoing, the Net Usable Land Area shall not exceed 80% of the overall parcel size inclusive of the areas of any bodies of water, wetlands, or land lying within the 100-year flood elevation. For the purposes of calculating Net Usable Land Area and notwithstanding any provision of law to the contrary, wetlands shall not include any area that was created or converted into a wetland by human activity including without limitation Federal, State, or Municipal improvements.

2.4 Waivers & Modifications

The SPGA is authorized to grant modifications and/or waivers from strict compliance with the provisions of this ALOOP in connection with Site Plan Review and/or Special Permits subject to the permissions, criteria, limitations, restrictions, and prohibitions of Section V-E of the Zoning Bylaw.

2.5 Intensity Regulations for the ALOOP Districts

Maximum Unit Density: The number of units allowed in an ALOOP shall be equal to the Net

Useable Land Area divided by 1,600 rounded to the nearest whole

number.

Minimum lot area 100,000 square feet

Minimum frontage two times the frontage required in the underlying zoning district

Maximum front yard setback 40 feet

Minimum side-yard setbacktwo times the setback required in the underlying zoning districtMinimum rear-yard setbacktwo times the setback required in the underlying zoning districtMinimum lot depthtwo times the depth required in the underlying zoning district

Maximum building height 3 stories or 35 feet

Minimum Open Space 35% of land area exclusive of any permanent body of water but

inclusive of wetlands.

2.6 Standards The SPGA may grant a Special Permit and approval under Site Plan Review under the procedures and criteria established in MGL 40A, Section VI-EE Planning Board as Special Permit Granting Authority and Section VI-DD Site Plan Review sections of this Bylaw, and the following standards and requirements.

- 1. The ALR shall provide residences (living units) of no more than two bedrooms each exclusively to meet the needs of seniors and the elderly who reside therein.
- 2. Such facility may include common areas and community dining facilities. Such facility may also provide accessory personal care services, assistance with activities of daily living, and other related programs and services. These accessory uses shall be for residents, their guests and staff only and may include, but are not strictly limited to, meal care services, beauty salon, sundry shop, and banking and recreational facilities. Space designated for accessory uses may not exceed ten (10) percent of total floor area.
- 3. The SPGA, in order to approve the special permit application, must find that the overall impact of the facility will not substantially derogate from the cumulative impact associated with other uses allowed as a matter of right or by special permit within the zoning district. In addition, the SPGA, in order to approve the site plan review application, must find that: i) all noise, smoke, dust, odor, vibration and similar objectionable features are confined to the premises, ii) mechanical equipment (including equipment and containers such as, but not limited to, waste disposal, recycling and energy generation) is screened, if necessary, in a manner to shield visual impacts; iii) lighting is shielded in a manner consistent with Section V-I of this By-Law to reduce light trespass onto abutting properties or waterways; iv) paint colors and tones of materials be muted and not create visual distraction; v) design standards be consistent with a) the general neighborhood, b) prevalent streetscape, c) nearby historic districts, if any, within 300 feet of the property, and sighting shall reduce disruption of the topography of the neighborhood and d) barrier free design criteria; vi) buffers of native evergreen trees and other plants shall be planted, maintained and replaced when necessary to screen the facility from adjacent residential buildings; vii) parking, access and buffers are placed in a manner to separate or to screen parking areas from abutting properties to prevent imposition on or use of parking on abutting properties; viii) all utilities, wire, and cable service are placed underground.
- **2.7 Affordability Requirements**: Unless a determination has been made satisfactory to the SPGA that the living units of the ALR do not affect the Town's Subsidized Housing Inventory (SHI) as maintained by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD), the Applicant shall make provisions for affordable housing

by providing that ten (10) percent of all dwelling units, rounded to the next highest whole unit number, within an ALOOP shall be Affordable Housing units.

- **2.8** Procedures. In addition to the process set forth in Sections VI-DD and VI-EE, the following procedures are to be followed in obtaining approval for an ALR:
 - 1. Pre-application: The Applicant is encouraged to meet with the Director of Community and Economic Development and the SPGA prior to the preparation of a formal application, for general discussion of the project to be proposed.
 - 2. Formal application: The Applicant shall submit a plan for the overall development, including a final site plan showing the final completed development in all phases as contemplated on the site at the time of application, regardless of the number of phases in which it may be constructed. Said application shall include, at a minimum, a completely designed first phase of development. The application shall be filed in the name of the Applicant. The Applicant must either own or submit authorization in writing to act for all of the owners of the ALOOP parcel prior to submitting a formal application. The application for a special permit shall be filed by the Applicant with the Town Clerk and a copy of said application, including the date and time of filing certified by the Town Clerk, shall be filed by the applicant with the SPGA.
 - 3. Further procedures: Once a special permit is issued, no changes to the final site plan, exclusive of minor modifications as determined by the SPGA, shall be made without applying for a modification of such special permit.

Motion B: (Requires two-thirds vote)

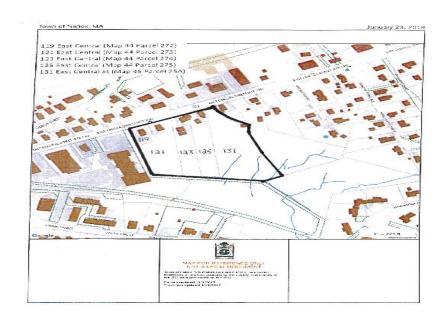
Moved: To amend the Town of Natick Zoning By laws as follows:

by inserting in the list in <u>Section VI-DD 2.A Special Permits</u> a) after the words "Independent Senior Living Overlay Option Plan ISLOOP" the following words: <u>"Assisted Living Overlay Option Plan ALOOP"</u>

and further by inserting in the list in <u>Section VI-DD-2B. Site Plan Review Applicability and SPGA Designation</u> a) after the words "Independent Senior Living Overlay Option Plan ISLOOP" the following words: <u>"Assisted Living Overlay Option Plan ALOOP"</u>

Motion C: (Requires two-thirds vote)

Moved: To amend the Town of Natick Zoning Map as follows: By including an "Assisted Living Overlay Option Plan" overlay district on the land known as 119, 121, 123, 125, and 131 East Central Street; also known as assessors parcels Map 44 Parcels 272, 273, 274, and 275 and Map 45 Parcel 25A.



ARTICLE 35

Amend Zoning By-Law to allow Indoor Amusement or Recreational Uses in Industrial Zoning Districts by Special Permit (George Richards et al)

"To see what action(s) the town will take to amend the Zoning By Law to allow Indoor Amusement or Recreational Uses (Use # 12 in Section III-A.2 of the Zoning By-Law) by special permit in some or all of the existing Industrial zoning districts, including but not limited to the following:

- 1) Whether to limit Use #12 by special permit to Industrial I and II zoning districts or only allow the use by special permit only in Industrial I zoning districts and/or
- 2) Whether to limit Use #12 by special permit to only one specific Industrial I zoned area, namely in the so-called "East Natick Industrial Park" on the east side of Oak Street, specifically including the following parcels (and including any further subdivision of these parcels) as identified on the Town's Assessors Maps: Map 8, Lots 41A, 41B, 41C, 41E, 41G, 41H, 41FA, 41FB, 41FBB, 42, 42A, 42B, 42C, 42D, 42E, 42F and 43; Map 9, Lots 2A, 2B, 2C, 2D, 2E, 2EA, 2F, 2G, 2J, 2K, 2L, 2M, 2N, 28, 28A and 28B; Map 14, Lots 76, 76A, 77A and 77B; and Map 15, Lots 105A, 105B and 105C, whether by way of an overlay district, by footnote in the Use Regulation Schedule or elsewhere in the Zoning By-Law

or otherwise act thereon."

ARTICLE 36

Amend Natick Zoning Bylaws: Uses Allowed by Special Permit Only and Dimensional and Density Requirements in the Downtown Mixed Use (DM) District (Charles R. Young et al)

To see if the Town will vote to amend the Natick Zoning By-law, Section III.E <u>DOWNTOWN</u> <u>MIXED USE DISTRICT</u> as follows:

- (a) Amend Section III.E.2.b.1 <u>USES ALLOWED BY SPECIAL PERMIT ONLY</u>, by deleting subparagraph (iii) and the paragraph immediately thereafter beginning with the words, "The portion of..." and ending with the words, "...residential units".
- (b) Amend Section III.E.3 <u>DIMENSIONAL AND DENSITY REQUIREMENTS</u> by adding at the end thereof the following new paragraph (g):
 - "(g) MINIMUM LOT AREA PER UNIT: Multi-family dwellings allowed by special permit shall have at least (600) hundred square feet of lot area per dwelling unit.

Or take any other action relative thereto.

ARTICLE 37

Amend Registered Marijuana Dispensaries Bylaw 323.8 (Tara Hopper Zeltner et al)

Move to amend the Town of Natick Zoning By Laws as follows:

by inserting the following language in Section 323.8.4.1 after the words "may be allowed in the RC District": "or on a parcel of land located at 2-6 Worcester Street, Assessors Map 21, Lot 1"

So that the new Section 323.8.4.1 reads as follows:

"323.8.4.1 Registered Marijuana Dispensaries, other than agricultural operations meeting the requirements for an exemption under Chapter 40A, Section 3 of the Massachusetts General Laws, may be allowed in the RC District or on a parcel of land located at 2-6 Worcester Street,

Assessors Map 21, Lot 1 by special permit issued by the Planning Board provided that the Registered Marijuana Dispensary meets the requirements of this Section 323.8."

And by inserting the following language in Section 323.8.4.8 after the words "Town of Natick boundary line,": "exempting the boundary line of the Town of Natick and Town of Wellesley,"

And by inserting the following language in the same Section 323.8.4.8 after the words "or a residential zoning district boundary line": "or if not located at such a distance, it is determined by the Planning Board to be sufficiently buffered from such facilities such that the residences will not be adversely impacted by the operation of the Registered Marijuana Dispensary."

So that the new Section 323.8.4.8 reads as follows:

"323.8.4.8 No Registered Marijuana Dispensary shall be located on a lot which is located within three hundred (300) feet of a Town of Natick boundary line, exempting the boundary line of the Town of Natick and Town of Wellesley, or a residential zoning district boundary line or if not located at such a distance, it is determined by the Planning Board to be sufficiently buffered from such facilities such that the residences will not be adversely impacted by the operation of the Registered Marijuana Dispensary."

ARTICLE 38 Limit Automatic 2.5% Increase in FY2019 Property Tax (Paul E. Connolly et al)

To see if the Town will transfer a sum of money, not to exceed \$2,500,000, from Free Cash to be used by the Board of Assessors to reduce the tax levy for Fiscal Year 2019 (July 1, 2018 through June 30, 2019), or otherwise act thereon.

You are directed to serve this Warrant by causing an attested copy of said Warrant to be posted in the Post Office in said Natick, and at the following public places in said Natick, to wit: Precinct 1; Reliable Cleaners, 214 West Central Street; Precinct 2, Cole Recreation Center, 179 Boden Lane; Precinct 3, Kennedy Middle School, 165 Mill St.; Precinct 4, Lola's, 9 Main Street Precinct 5, Wilson Middle School, 22 Rutledge Road; Precinct 6, East Natick Fire Station, 2 Rhode Island Avenue; Precinct 7, Lilja Elementary School, 41 Bacon Street; Precinct 8, Natick High School, 15 West Street; Precinct 9: Community-Senior Center, 117 East Central Street and Precinct 10, Memorial Elementary School, 107 Eliot Street.

Above locations being at least one public place in each Precinct, in the Town of Natick, and also posted in the Natick U.S. Post Office, Town Hall, Bacon Free Library and Morse Institute Library seven days at least before April 10, 2018; also by causing the titles of the articles on the Warrant for the 2018 Spring Annual Town Meeting to be published once in the Newspaper called "The Metrowest Daily News," with notice of availability of an attested copy of said Warrant, said Newspaper published in the Town of Natick and said publication to be February 16, 2018.

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at or before the time appointed for holding said meeting.

Given under our hands this 12th day of February, 2018.

Board of Selectmen for the Town of Natick

Jonathan Freedman Chair	Susan G. Salamoff Vice Chair	Richard P. Jennett, Jr Clerk
Amy K. Mistrot	Michael J. Hickey, Jr.	
Member	Member	

Certified copies of the Warrant are available at the Office of the Town Clerk, Natick Town Hall, 13 East Central St., Natick, MA between the hours of 8:00 a.m. – 5:00 p.m., Monday through Wednesday; 8:00 a.m. – 7:00 p.m. on Thursday and 8:00 a.m. – 12:30 p.m. Friday; the Warrant may also be accessed from the Town web site www.natickma.gov.

Warrant Article Questionnaire Standard (Recurring) Town Agency Articles

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article # 1	Date Form Completed: 2/13/2018	
Article Title: Authorize Board of Selectmen to Acquire, Obtain, Abandon or Relocate Easements		
Sponsor Name: Board of Selectmen Email: chenard@natickma.org		

Question	Question
1	Provide the article motion exactly as it will appear in the Finance Committee Recommendation Book and presented to Town Meeting for action. Note: Failing to provide a complete motion will likely require a rescheduling of the hearing to a later date.
Response	Move that the Town vote to authorize the Board of Selectmen, during Fiscal Year 2019, to acquire on behalf of the Town any and all easements for any of the following purposes: roads, sidewalks, vehicular and/or pedestrian access or passage, drainage and utilities, provided however that such authorization pertains only to easements acquired at no cost to the Town; and, further, to authorize the Board of Selectmen, subsequent to a public hearing, during Fiscal Year 2019 to abandon or relocate easements acquired for any of the foregoing purposes.
2	At a summary level and very clearly, what is the proposed purpose and objective of this Warrant Article and the accompanying Motion?
Response	Under this article, we propose to renew the Board of Selectmen's authorization to accept and obtain easements, as well as abandon and relocate easements. This is a standard request at each Spring Annual Town Meeting. Importantly we are not seeking, nor could we seek, authorization for the Selectmen to grant easements on Town-owned land to other parties; only Town Meeting has this authority.
	The authorization for Selectmen to accept easements facilitates timely action when such opportunities arise, and on occasion such grants of easements to the Town involve the relocation of an existing easement, necessitating the abandonment of the old easement. As has been the case under prior authorizations, the acquisition of any easements would be at no cost to the Town.
3	What previous Warrant's has this Article appeared and what has been the actions taken by Finance Committee, other Boards or Committees and Town Meeting?
Response	This has been a standing warrant article since the 2011 Fall Annual Town Meeting. The proposed motion includes language added through amendment at the 2016 Spring Annual Town Meeting; such language requires the Selectmen to hold a public hearing prior to voting to abandon or relocate an easement.

The information provided here is considered a public record. Rev. 02/6/2017

Warrant Article Questionnaire Standard (Recurring) Town Agency Articles

4	Why is it required for the Town of Natick and for the Town Agency sponsor(s)?
Response	With this authorization, the Town is in a better position to respond quickly to an offer from a private party to grant an easement to the Town, and avoid the risk of losing such opportunity and/or having to pay for the easement.
5	Does this article require funding, how much, from what source of funds and under whose authority will the appropriation be managed and spent?
Response	No funding is required.
6	To the best of your knowledge has any other actions of recent Town Meetings, Massachusetts General Laws or CMR's or other such legislation or actions, created a conflict for this article's purpose and objective?
Response	This article is consistent with prior Town Meeting actions, and permissible under MGL, CMR, etc.
7	To the best of your knowledge does a favorable action on the part of this Town Meeting create a conflict or a possible future conflict with the relevant Town Bylaws, financial and capital plans, comprehensive Master Plan, community values, or any relevant state laws and regulations?
Response	NO
8	Is there anything contemplated in the proposed motion that is different in how it's expected this article will be executed if acted on favorably by Town Meeting?
Response	NO
9	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	We would lose the opportunity to obtain and/or relocate easements in a timely and cost-effective manner.

The information provided here is considered a public record. Rev. 02/6/2017

Article 12 Revolving Funds (Town Administrator)

To see if the Town will vote on the limit on the total amount that may be expended from each revolving fund established pursuant to Chapter 44 section $53E \frac{1}{2}$ of the General Laws and Natick Town by-laws; or otherwise act thereon.

Article 12 Revolving Funds (Town Administrator)

Motion A (Requires Majority Vote)

Move that the Town vote, pursuant to Chapter 44, §53E ½ of the Massachusetts General Laws, to authorize the Department of Public Works, under the supervision of the Department of Public Works and the Town Administrator, to expend up to and including \$100,000 during the fiscal year beginning July 1, 2018 from the revolving funds entitled DPW Vehicles and Equipment established by Town of Natick by-laws Article 41A section 4.

Motion B (Requires Majority Vote)

Move that the Town vote, pursuant to Chapter 44, §53E ½ of the Massachusetts General Laws, to authorize the Morse Institute Library Director, under the supervision of the Library Trustees, to expend up to and including \$85,000 during the fiscal year beginning on July 1, 2018 from the revolving funds entitled Morse Institute Library Purchase of New Books and Related Materials established by Town of Natick by-laws Article 41A section 5.

Motion C (Requires Majority Vote)

Move that the Town vote, pursuant to Chapter 44, §53E ½ of the Massachusetts General Laws, to authorize the Morse Institute Library Director, under the supervision of the Library Trustees, to expend up to and including \$25,000 during the fiscal year beginning on July 1, 2018, from the revolving funds entitled Morse Institute Library Maintenance and Repair of Library Facilities and Equipment established by Town of Natick by-laws Article 41A section 6.

Motion D (Requires Majority Vote)

Move that the Town vote, pursuant to Chapter 44, §53E ½ of the Massachusetts General Laws, to authorize the Community Services Director, under the supervision of the Town Administrator, to expend up to and including \$75,000 during the fiscal year beginning July 1, 2018, from the revolving funds entitled Community-Senior Center Rental, Maintenance and Improvement Projects established by Town of Natick by-laws Article 41A section 7.

Motion E (Requires Majority Vote)

Move that the Town vote, pursuant to Chapter 44, §53E ½ of the Massachusetts General Laws, to authorize the Director of Public Health, under the supervision of the Board of Health, to expend up to and including \$40,000 during the fiscal year beginning July 1, 2018, from the revolving funds entitled Flu Clinics, Immunization Programs, Pandemic and Emergency Preparedness established by Town of Natick by-laws Article 41A section 8.

Motion F (Requires Majority Vote)

Move that the Town vote, pursuant to Chapter 44, §53E ½ of the Massachusetts General Laws, to authorize the Community Services Director and the Director of Human Services/Council on Aging, under the supervision of the Council on Aging, to expend up to and including \$95,000 during the fiscal year beginning July 1, 2018, from the revolving funds entitled Community-Senior Center Programs and Activities established by Town of Natick by-laws Article 41A section 9.

Motion G (Requires Majority Vote)

Move that the Town vote, pursuant to Chapter 44, §53E ½ of the Massachusetts General Laws, to authorize the Public Health Director, under the supervision of the Board of Health, to expend up to and including \$25,000 during the fiscal year beginning July 1, 2018, from the revolving funds entitled Tobacco Control Programs and Enforcement established by Town of Natick bylaws Article 41A section 10.

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Motion H (Requires Majority Vote)

Move that the Town vote, pursuant to Chapter 44, §53E ½ of the Massachusetts General Laws, to authorize the Sustainability Coordinator, under the supervision of the Town Administrator, to expend up to and including \$25,000 during the fiscal year beginning July 1, 2018, from the revolving funds entitled Energy Conservation and Renewable Energy Projects established by Town of Natick by-laws Article 41A section 11.

Motion I (Requires Majority Vote)

Move that the Town vote, pursuant to Chapter 44, §53E ½ of the Massachusetts General Laws, to authorize the Treasurer/Collector, under the supervision of the Finance Director, to expend up to and including \$100,000 during the fiscal year beginning July 1, 2018, from the revolving funds entitled Tax Title Takings or Tax Title Foreclosures established by Town of Natick bylaws Article 41A section 12.

Motion J (Requires Majority Vote)

Move that the Town vote, pursuant to Chapter 44, §53E ½ of the Massachusetts General Laws, to authorize the Department of Public Works, under the supervision of the Department of Public Works and the Town Administrator, to expend up to and including \$20,000 during the fiscal year beginning July 1, 2018 from the revolving funds entitled Curbside Compost Collection Program established by Town of Natick by-laws Article 41A section 13.

Article 15- Capital Stabilization Fund

"Move that the Town vote to appropriate \$500,000 from free cash for the purpose of supplementing the Capital Stabilization Fund established by vote of the 2010 Fall Annual Town Meeting under Article 2, as authorized by Chapter 40, Section 5B of the General Laws, as amended."

Article 16 - Operational Stabilization Fund

"Move that the Town will vote to appropriate \$500,000 from free cash for the purpose of supplementing the Operational Stabilization Fund established by vote of the 2011 Spring Annual Town Meeting under Article 4, as authorized by Chapter 40, Section 5B of the General Laws, as amended."

Warrant Article Questionnaire

Standard (Recurring) Town Agency Articles

Section III -Questions with Response Boxes- To Be Completed By Petition Sponsor

Article #17	Date Form Completed: 2/9/17
Article Title: Increase Personal Exemptions	
Sponsor Name: Board of Assessors	Email: dangelo@natickma.org

Note: Failing to prov			Provide the Article motion exactly as it will appear in the Finance Committee Recommendation Book and presented to Town Meeting for action.		
later date.	vide a complete motion	a will likely require a	rescheduling of the hearing	g at a	
Move that the Town vote to increase the Personal Exemption Amounts by 55.5% under the provisions of Chapter 73 of the Acts of 1986 as amended by Chapter 126 of the Acts of 1988 which provides for "Optional Additional Property Tax Exemptions" allowing an annually determined, uniform increase in the amount of exemption in General Laws, Chapter 59 Section 5 Clauses 17D, 22, 22A, 22B, 22C, 22E, 37A, and 41C (elderly person, disabled veteran, or blind person.				1988 y : 59	
			pose and objective of this		
				by	
Type response here	.)				
Type response nere	7				
Warrant Period	Other Committees	FinCom Action	Town Meeting		
		FinCom Action	Town Meeting		
Warrant Period		FinCom Action Voted Favorably	Town Meeting Voted Favorably		
Warrant Period FTM 2016					
Warrant Period FTM 2016 SATM 2016					
	provisions of Chapte which provides for "determined, uniform Section 5 Clauses 1 veteran, or blind per At a summary level a Warrant Article and The purpose of this including seniors on increased taxes. What previous Warrant Provides the purpose of this including seniors on increased taxes.	provisions of Chapter 73 of the Acts of 19 which provides for "Optional Additional F determined, uniform increase in the amo Section 5 Clauses 17D, 22, 22A, 22B, 22d veteran, or blind person. At a summary level and very clearly, what Warrant Article and the accompanying Mother Purpose of this article is to increase including seniors on fixed incomes and dincreased taxes. What previous Warrant's has this Article	provisions of Chapter 73 of the Acts of 1986 as amended by Chapter provides for "Optional Additional Property Tax Exempt determined, uniform increase in the amount of exemption in Section 5 Clauses 17D, 22, 22A, 22B, 22C, 22E, 37A, and 41 veteran, or blind person. At a summary level and very clearly, what is the proposed pury Warrant Article and the accompanying Motion? The purpose of this article is to increase the exemption amoncluding seniors on fixed incomes and disabled veterans to increased taxes. What previous Warrant's has this Article appeared and what he	provisions of Chapter 73 of the Acts of 1986 as amended by Chapter 126 of the Acts of 1 which provides for "Optional Additional Property Tax Exemptions" allowing an annually determined, uniform increase in the amount of exemption in General Laws, Chapter Section 5 Clauses 17D, 22, 22A, 22B, 22C, 22E, 37A, and 41C (elderly person, disable veteran, or blind person. At a summary level and very clearly, what is the proposed purpose and objective of this Warrant Article and the accompanying Motion? The purpose of this article is to increase the exemption amounts for qualified applicancluding seniors on fixed incomes and disabled veterans to keep pace with inflation	

Warrant Article Questionnaire (Recurring) Town Agency Articles

4	Why is it required for the Town of Natick and for the Town Agency sponsor(s)?
Response	To alleviate the tax burden of qualified applicants including seniors on fixed income and disabled veterans.
5	Does this article require funding, how much, from what source of funds and under whose authority will the appropriation be managed and spent?
Response	Financial relief granted to qualifying taxpayers is funded from the Assessors Overlay Account. This is under the direction of the Board of Assessors.
6	To the best of your knowledge has any other actions of recent Town Meetings, Massachusetts General Laws or CMR's or other such legislation or actions, created a conflict for this article's purpose and objective?
Response	N/A
7	To the best of your knowledge does a favorable action on the part of this Town Meeting
	create a conflict or a possible future conflict with the relevant Town Bylaws, financial and capital plans, comprehensive Master Plan, community values, or any relevant state laws and regulations?
Response	N/A
8	Is there anything contemplated in the proposed motion that is different in how it's expected this article will be executed if acted on favorably by Town Meeting?
Response	N/A
9	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

Standard (Recurring) Town Agency Articles

Response If the article is not approved, the Town exemption amounts would revert to the State of Massachusetts guidelines. Financially, that would mean the loss of the 52.5% increase voted in FY18 and would result in a decrease in the exemption dollars granted to each qualified applicant. For example, a Senior (41C) would see a loss in exemption amount from \$1,525 in FY18 to \$1,000 in FY19 which is the state guideline. Non-approval of this article would result in significant tax dollar increases to all qualified applicants. This will cause an unexpected financial hardship and may impact their ability to stay in their homes.



Correct Motion Article 17

Patrick Hayes <phayes.fincom@natickma.org> Draft

Thu, Mar 1, 2018 at 3:04 PM

----- Forwarded message -----

From: Jan Dangelo dangelo@natickma.org

Date: Tue, Feb 27, 2018 at 4:29 PM Subject: Correct Motion Article 17

To: Patrick Hayes <phayes.fincom@natickma.org>

Move that the Town vote to increase the Personal Exemption Amounts by 55.0% under the provisions of Chapter 73 of the Acts of 1986 as amended by Chapter 126 of the Acts of 1988 which provides for "Optional Additional Property Tax Exemptions" allowing an annually determined, uniform increase in the amount of exemption in General Laws, Chapter 59 Section 5 Clauses 17D, 22, 22A, 22B, 22C, 22E, 37A, and 41C (elderly person, disabled veteran, or blind person.)

Thank you, Jan

Patrick Hayes (508)-333-4994 (m)

Finance Committee Chairman

-Planning Governance Sub-Committee Chair

Financial Planning Committee Member

West Natick Fire Station Building Committee Member

West Nation I've Station Building Committee Member

Town Meeting Member

WARRANT ARTICLE 20 Amend By-Law Article 51:Alarm Systems (Charter & By-law Review Committee)

To see whether the Town will vote to amend Article 51 of the Town of Natick By-laws as follows:

1. In Section 1, paragraph b:

- a. Add the words "or vehicle" after the words "whose premises" in the first sentence; and
- b. Delete the words "except for alarm systems on motor vehicles" at the end of the first sentence; and
- c. Add the words "or vehicle" after the words "the premises" in the second sentence; and
- d. Add the words "or vehicle" after the words "the premises" in the third sentence":

so that Section 1, paragraph b shall read:

"The term "Alarm User" or "User" means any person on whose premises or vehicle an alarm system is maintained within the town. Excluded from this definition and from the coverage of this by-law are central station personnel and persons who use alarm systems to alert or signal persons within the premises or vehicle in which the alarm system is located of an attempted unauthorized intrusion or holdup attempt. If such a system, however, employs an audible signal emitting sounds or a flashing light or beacon designed to signal persons outside the premises or vehicle, such system shall be within the definition of "alarm system," as that term is used by this by-law, and shall be subject to this by-law."; and

- 2. Replace Section 1, paragraph g with the word "deleted"; and
- 3. In Section 6, paragraph a:
 - a. Add the words ", with the exception of motor vehicle alarm users," after the first words "Every alarm user" in the first sentence; and
 - b. Add the word ", addresses," after the word "names" and before the words "telephone numbers" in the first sentence;

so that Section 6, paragraph a shall read:

"Every alarm user, with the exception of motor vehicle alarm users, shall submit to the Police Chief and the alarm company who maintains the system at the police communications console the names, addresses, and telephone numbers of at least two other persons who can be reached at any time, day or night, and who are authorized to respond to an emergency signal transmitted by an alarm system, and who can open the premises wherein the alarm system is installed. The names, addresses and telephone numbers of the responders must be kept current at all times by the alarm user and the alarm company."; and

- 4. Replace Section 6, paragraph b with the word "deleted"; and
- 5. In Section 7, delete the first and last sentences, so that Section 7 shall read:

"Permission is not required to test or demonstrate alarm devices not transmitting emergency messages directly to the police department.";

or otherwise act thereon.

ARTICLE 51

ALARM SYSTEMS

Section 1 Definitions

For the purpose of this by-law the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future; words used in the plural number include the singular number; and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- a. The term "Alarm System" means an assembly of equipment and devices or a single device such as a solid state unit which connects directly into a power source, arranged to signal the presence of a hazard requiring urgent attention and to which police are expected to respond; motor vehicle alarms are included. Fire alarm systems and alarm systems, which monitor temperature, smoke, humidity, or any other condition not directly related to the detection of an unauthorized intrusion into a premises or an attempted robbery at a premises are specifically excluded from the provisions of this by-law.
- b. The term "Alarm User" or "User" means any person on whose premises an alarm system is maintained within the town except for alarm systems on motor vehicles. Excluded from this definition and from the coverage of this by-law are central station personnel and persons who use alarm systems to alert or signal persons within the premises in which the alarm system is located of an attempted unauthorized intrusion or holdup attempt. If such a system, however, employs an audible signal emitting sounds or a flashing light or beacon designed to signal persons outside the premises, such system shall be within the definition of "alarm system," as that term is used by this by-law, and shall be subject to this by-law.
- c. The term "Automatic Dialing Device" refers to an alarm system which automatically sends over regular telephone lines, by direct connection or otherwise, a prerecorded voice message or coded signal indicating the existence of the emergency situation that the alarm system is designed to detect.
- d. The term "Central Station" means an office to which remote alarm and supervisory signaling devices are connected, where operators supervise circuits or where guards are maintained continuously to investigate signals.
- e. The word "Town" means Town of Natick.
- f. The term "Communications Console" means the instrumentation on alarms console at the receiving terminal of a signal line which, through both visual and audible

- signals, indicates an activation of an alarm system at a particular location, or which indicates signal line trouble.
- g. The term "Direct Connect" means an alarm system which has the capability of transmitting system signals to and receiving them at the Natick Police Department Communications Center.
- h. The term "False Alarm" means (1) the activation of an alarm system through mechanical failure, malfunction, improper installation or negligence of the user of alarm system or of his employees or agents; (2) any signal or oral communication transmitted to the police department requesting, or requiring, or resulting in a response on the part of the police department, when in fact there has been no unauthorized intrusion or attempted unauthorized intrusion into a premises and no attempted robbery or burglary at a premises. Excluded from this definition are activations of alarm systems caused by power outages, hurricanes, tornadoes, earthquakes, malfunction of telephone transmission lines and similar conditions.
- i. The term "Interconnect" means to connect an alarm system to a communication cable, either directly or through a mechanical device that utilizes a standard telephone for the purpose of using the communication cable to transmit an emergency message upon the activation of the alarm system.
- j. The term "Police Chief" means the Chief of Police of the Town of Natick Police Department, or any authorized agent thereof.
- k. The term "Police" or "Police Department" means the Town of Natick Police Department, or any authorized agent thereof.
- 1. The term "Public Nuisance" means anything which annoys, injures or endangers the comfort, repose, health or safety of any person(s) or of any community or neighborhood.
- m. The term "Selectmen" means the Natick Board of Selectmen.

Section 2 Administrative Rules

The Police Chief may promulgate such rules as may be necessary for implementation of this bylaw.

Section 3 Automatic Dialing Devices - Interconnection to Natick Police Department

- a. Deleted.
- b. No automatic dialing devices shall be interconnected to any telephone numbers at the police department.

Section 4 Automatic Dialing Devices - Intermediary Services

Any person using an automatic dialing device may have the device interconnected to a telephone line transmitting directly to:

- a. a central station:
- b. an answering service; or
- c. any privately-owned or privately operated facility or terminal.

Section 5 – deleted

Section 6 Control and Curtailment of Signals Emitted by Alarm Systems

- a. Every alarm user shall submit to the Police Chief and the alarm company who maintains the system at the police communications console the names and telephone numbers of at least two other persons who can be reached at any time, day or night, and who are authorized to respond to an emergency signal transmitted by an alarm system, and who can open the premises wherein the alarm system is installed. The names, addresses and telephone numbers of the responders must be kept current at all times by the alarm user and the alarm company.
- b. All alarm systems directly connected to the Police Station shall be equipped with a test device which will give a ten-second delay or longer prior to the alarm system activation in order to warn the alarm user of an open alarm circuit.
- c. Any alarm system that is heard audibly in a residential neighborhood in excess of five (5) times in any seven (7) day period, and any alarm system emitting a continuous and uninterrupted signal for more than thirty (30) minutes which cannot be shut off or otherwise curtailed due to the absence or unavailability of the alarm user or those persons designated by him under paragraph (a) of this section, and which disturbs the peace, comfort, or repose of a community, or a neighborhood of the area where the alarm system is located, shall constitute a public nuisance. Upon receiving complaints regarding such an alarm system, the Police Chief shall endeavor to contact the alarm user under paragraph (a) of this section in an effort to abate the nuisance. The Police Chief shall cause to record the names and addresses of all complaints and the time each complaint was received.

In the event that the Police Chief is unable to contact the alarm user, or member of the alarm user's family, or those persons designated by the alarm user under paragraph (a) of this Section, or if the aforesaid persons cannot or will not curtail the audible signal being emitted by the alarm system, and if the Police Chief is otherwise unable to abate the nuisance, he may direct a police officer or a firefighter or a qualified alarm technician to take any reasonable action necessary to abate the nuisance.

If entry upon the property in which the alarm system is located is made in accordance with this Section, the person so entering upon such property (1) shall not conduct, engage in, or undertake

any search, seizure, inspection or investigation while he is upon the property; (2) shall not cause any unnecessary damage to the alarm system or to any part of the home, building or vehicle; and (3) shall leave the property immediately after the audible system has ceased. After an entry upon property has been made in accordance with this Section, the Police Chief shall have the property secured, if necessary. The reasonable costs and expenses of abating a nuisance in accordance with this Section may be assessed to the alarm user, said assessment not to exceed \$50.00.

Within ten (10) days after abatement of a nuisance in accordance with this section, the alarm user may request a hearing before the Selectmen and may present evidence showing that the signal emitted by this alarm system was not a public nuisance at the time of the abatement; that unnecessary damage was caused to his property in the course of the abatement; that the costs of the abatement should not be assessed to him; or the requirements of this section were not fulfilled. The Selectmen shall hear all interested parties and may, in its discretion, reimburse the alarm user for the repairs to his property necessitated by the abatement, or excuse the alarm user from paying the costs of abatement.

Section 7 Testing of Equipment

No alarm system designed to transmit emergency messages directly to the police department shall be worked on, tested or demonstrated without obtaining permission from the Police Chief. Permission is not required to test or demonstrate alarm devices not transmitting emergency messages directly to the police department. An unauthorized test constitutes a false alarm.

Section 8 Emergency Notification List

Every business establishment within the Town whether alarmed or not shall provide written notice to the Police Chief listing the names, addresses, and telephone numbers of at least two persons who may be reached at any time, day or night and the two are authorized to respond to any emergency which has caused the police to be dispatched to said premises. Such notice shall be submitted during the first month of each year and shall be kept current at all times reflecting any changes in authorized personnel. Owner-residents shall be excluded from this paragraph.

Section 9 False Alarms

- a. When emergency messages are received by the police department that evidence false alarms, the Police Chief shall take action as may be appropriate under paragraphs (b), (c), (d) and (e) of this section and, when required by the terms of the aforementioned paragraphs, order that use of an alarm system be discontinued.
- b. After the police department has recorded three (3) separate false alarms within the calendar year from an alarm system, the Police Chief shall notify the alarm user, in person, by telephone, or by mail of such fact and require the said user to submit, within fifteen (15) days after receipt of such notice, a report describing efforts to discover and eliminate the cause or causes of the false alarms. If the said user, on the basis of absence from the town, or on any other reasonable basis requests an extension of time for filing the report, the Police Chief may extend the fifteen (15) day period for a reasonable period. If the said user fails to submit such a report

within fifteen (15) days or within any such extended period, the Police Chief may order that use of the alarm system be discontinued. Any such discontinuance shall be effectuated within fifteen (15) days from the date of the receipt of the Police Chief's order.

- c. In the event that the Police Chief determines that a report submitted in accordance with paragraph (b) of this section is unsatisfactory, or that the alarm user has failed to show by the report that he has taken or will take reasonable steps to eliminate or reduce false alarms, then the Police Chief may order that use of the alarm system be discontinued. Any such discontinuance shall be effectuated within fifteen (15) days from the date of receipt of the Police Chief's order.
- d. In the event that the police department records five (5) false alarms within the calendar year from an alarm system, the Police Chief may order that the user of the alarm system discontinue use of the alarm system for the calendar year, but for not less than six (6) months from the date the alarm was disconnected.
- e. Any user of an alarm system which transmits false alarms shall be assessed a penalty of one hundred (\$100.00) dollars for each false alarm in excess of three (3) occurring within the calendar year. All fines assessed hereunder shall be paid to the town Treasurer for deposit in the general fund. Upon failure of the user of an alarm system to pay two (2) consecutive fines assessed hereunder within sixty (60) days of assessment the Police Chief may order that the user discontinue use of the alarm system. Any such discontinuance shall be effectuated within fifteen (15) days from the date of receipt of the Police Chief's order.
- f. Any user of an alarm system who has, in accordance with this section, been ordered by the Police Chief to discontinue use of an alarm system may appeal the order of discontinuance to the Selectmen. Notice of an appeal shall be filed with the Town Clerk within ten (10) days of the date of the order of discontinuance. Thereafter the Selectmen shall consider the merits of the appeal, and in connection therewith shall hear evidence presented by all interested persons. After hearing such evidence, the Selectmen may affirm, vacate or modify the order of discontinuance.

Section 10 Penalties

The following acts and omissions shall constitute violations of this by-law punishable by fines of up to \$100.00:

- a. failure to obey an order of the Police Chief to discontinue use of an alarm system, after exhaustion of the right of appeal;
- b. failure to disconnect an automatic dialing device from any telephone numbers at the police department within six (6) months after effective date of this by-law;
- c. interconnection of an automatic dialing device to any telephone numbers at the police department after the effective date of this by-law;
- d. failure to pay two (2) or more consecutive fines assessed under this by-law within sixty (60) days from the date of assessment;

- e. failure to comply with the requirements of Section 6;
- f. failure to comply with the requirements of Section 8.

Each day during which the aforesaid violations continue shall constitute a separate offense.

Redlined Version of Changes Proposed at 2018 Spring TM

ARTICLE 51

ALARM SYSTEMS

Section 1 Definitions

For the purpose of this by-law the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future; words used in the plural number include the singular number; and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

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- b. The term "Alarm User" or "User" means any person on whose premises or vehicle an alarm system is maintained within the town except for alarm systems on motor vehicles. Excluded from this definition and from the coverage of this by-law are central station personnel and persons who use alarm systems to alert or signal persons within the premises or vehicle in which the alarm system is located of an attempted unauthorized intrusion or holdup attempt. If such a system, however, employs an audible signal emitting sounds or a flashing light or beacon designed to signal persons outside the premises or vehicle, such system shall be within the definition of "alarm system," as that term is used by this by-law, and shall be subject to this by-law.
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a. Deleted.

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- a. a central station;
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Section 5 – deleted

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Section 9 False Alarms

- a. When emergency messages are received by the police department that evidence false alarms, the Police Chief shall take action as may be appropriate under paragraphs (b), (c), (d) and (e) of this section and, when required by the terms of the aforementioned paragraphs, order that use of an alarm system be discontinued.
- b. After the police department has recorded three (3) separate false alarms within the calendar year from an alarm system, the Police Chief shall notify the alarm user, in person, by telephone, or by mail of such fact and require the said user to submit, within fifteen (15) days after receipt of such notice, a report describing efforts to discover and eliminate the cause or causes of the false alarms. If the said user, on the basis of absence from the town, or on any other

reasonable basis requests an extension of time for filing the report, the Police Chief may extend the fifteen (15) day period for a reasonable period. If the said user fails to submit such a report within fifteen (15) days or within any such extended period, the Police Chief may order that use of the alarm system be discontinued. Any such discontinuance shall be effectuated within fifteen (15) days from the date of the receipt of the Police Chief's order.

- c. In the event that the Police Chief determines that a report submitted in accordance with paragraph (b) of this section is unsatisfactory, or that the alarm user has failed to show by the report that he has taken or will take reasonable steps to eliminate or reduce false alarms, then the Police Chief may order that use of the alarm system be discontinued. Any such discontinuance shall be effectuated within fifteen (15) days from the date of receipt of the Police Chief's order.
- d. In the event that the police department records five (5) false alarms within the calendar year from an alarm system, the Police Chief may order that the user of the alarm system discontinue use of the alarm system for the calendar year, but for not less than six (6) months from the date the alarm was disconnected.
- e. Any user of an alarm system which transmits false alarms shall be assessed a penalty of one hundred (\$100.00) dollars for each false alarm in excess of three (3) occurring within the calendar year. All fines assessed hereunder shall be paid to the town Treasurer for deposit in the general fund. Upon failure of the user of an alarm system to pay two (2) consecutive fines assessed hereunder within sixty (60) days of assessment the Police Chief may order that the user discontinue use of the alarm system. Any such discontinuance shall be effectuated within fifteen (15) days from the date of receipt of the Police Chief's order.
- f. Any user of an alarm system who has, in accordance with this section, been ordered by the Police Chief to discontinue use of an alarm system may appeal the order of discontinuance to the Selectmen. Notice of an appeal shall be filed with the Town Clerk within ten (10) days of the date of the order of discontinuance. Thereafter the Selectmen shall consider the merits of the appeal, and in connection therewith shall hear evidence presented by all interested persons. After hearing such evidence, the Selectmen may affirm, vacate or modify the order of discontinuance.

Section 10 Penalties

The following acts and omissions shall constitute violations of this by-law punishable by fines of up to \$100.00:

- a. failure to obey an order of the Police Chief to discontinue use of an alarm system, after exhaustion of the right of appeal;
- b. failure to disconnect an automatic dialing device from any telephone numbers at the police department within six (6) months after effective date of this by-law;
- c. interconnection of an automatic dialing device to any telephone numbers at the police department after the effective date of this by-law;

- d. failure to pay two (2) or more consecutive fines assessed under this by-law within sixty (60) days from the date of assessment;
- e. failure to comply with the requirements of Section 6;
- f. failure to comply with the requirements of Section 8.

Each day during which the aforesaid violations continue shall constitute a separate offense.

Clean Version of Changes Proposed at 2018 Spring TM

ARTICLE 51

ALARM SYSTEMS

Section 1 Definitions

For the purpose of this by-law the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future; words used in the plural number include the singular number; and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- a. The term "Alarm System" means an assembly of equipment and devices or a single device such as a solid state unit which connects directly into a power source, arranged to signal the presence of a hazard requiring urgent attention and to which police are expected to respond; motor vehicle alarms are included. Fire alarm systems and alarm systems, which monitor temperature, smoke, humidity, or any other condition not directly related to the detection of an unauthorized intrusion into a premises or an attempted robbery at a premises are specifically excluded from the provisions of this by-law.
- b. The term "Alarm User" or "User" means any person on whose premises or vehicle an alarm system is maintained within the town. Excluded from this definition and from the coverage of this by-law are central station personnel and persons who use alarm systems to alert or signal persons within the premises or vehicle in which the alarm system is located of an attempted unauthorized intrusion or holdup attempt. If such a system, however, employs an audible signal emitting sounds or a flashing light or beacon designed to signal persons outside the premises or vehicle, such system shall be within the definition of "alarm system," as that term is used by this by-law, and shall be subject to this by-law.
- c. The term "Automatic Dialing Device" refers to an alarm system which automatically sends over regular telephone lines, by direct connection or otherwise, a prerecorded voice message or coded signal indicating the existence of the emergency situation that the alarm system is designed to detect.
- d. The term "Central Station" means an office to which remote alarm and supervisory signaling devices are connected, where operators supervise circuits or where guards are maintained continuously to investigate signals.
- e. The word "Town" means Town of Natick.
- f. The term "Communications Console" means the instrumentation on alarms console at the receiving terminal of a signal line which, through both visual and audible

signals, indicates an activation of an alarm system at a particular location, or which indicates signal line trouble.

- h. The term "False Alarm" means (1) the activation of an alarm system through mechanical failure, malfunction, improper installation or negligence of the user of alarm system or of his employees or agents; (2) any signal or oral communication transmitted to the police department requesting, or requiring, or resulting in a response on the part of the police department, when in fact there has been no unauthorized intrusion or attempted unauthorized intrusion into a premises and no attempted robbery or burglary at a premises. Excluded from this definition are activations of alarm systems caused by power outages, hurricanes, tornadoes, earthquakes, malfunction of telephone transmission lines and similar conditions.
- i. The term "Interconnect" means to connect an alarm system to a communication cable, either directly or through a mechanical device that utilizes a standard telephone for the purpose of using the communication cable to transmit an emergency message upon the activation of the alarm system.
- j. The term "Police Chief" means the Chief of Police of the Town of Natick Police Department, or any authorized agent thereof.
- k. The term "Police" or "Police Department" means the Town of Natick Police Department, or any authorized agent thereof.
- 1. The term "Public Nuisance" means anything which annoys, injures or endangers the comfort, repose, health or safety of any person(s) or of any community or neighborhood.
- m. The term "Selectmen" means the Natick Board of Selectmen.

Section 2 Administrative Rules

The Police Chief may promulgate such rules as may be necessary for implementation of this bylaw.

Section 3 Automatic Dialing Devices - Interconnection to Natick Police Department

- a. Deleted.
- b. No automatic dialing devices shall be interconnected to any telephone numbers at the police department.

Section 4 Automatic Dialing Devices - Intermediary Services

Any person using an automatic dialing device may have the device interconnected to a telephone line transmitting directly to:

- a. a central station;
- b. an answering service; or
- c. any privately-owned or privately operated facility or terminal.

Section 5 – deleted

Section 6 Control and Curtailment of Signals Emitted by Alarm Systems

- a. Every alarm user, with the exception of motor vehicle alarm users, shall submit to the Police Chief and the alarm company who maintains the system at the police communications console the names, addresses, and telephone numbers of at least two other persons who can be reached at any time, day or night, and who are authorized to respond to an emergency signal transmitted by an alarm system, and who can open the premises wherein the alarm system is installed. The names, addresses and telephone numbers of the responders must be kept current at all times by the alarm user and the alarm company.
- c. Any alarm system that is heard audibly in a residential neighborhood in excess of five (5) times in any seven (7) day period, and any alarm system emitting a continuous and uninterrupted signal for more than thirty (30) minutes which cannot be shut off or otherwise curtailed due to the absence or unavailability of the alarm user or those persons designated by him under paragraph (a) of this section, and which disturbs the peace, comfort, or repose of a community, or a neighborhood of the area where the alarm system is located, shall constitute a public nuisance. Upon receiving complaints regarding such an alarm system, the Police Chief shall endeavor to contact the alarm user under paragraph (a) of this section in an effort to abate the nuisance. The Police Chief shall cause to record the names and addresses of all complaints and the time each complaint was received.

In the event that the Police Chief is unable to contact the alarm user, or member of the alarm user's family, or those persons designated by the alarm user under paragraph (a) of this Section, or if the aforesaid persons cannot or will not curtail the audible signal being emitted by the alarm system, and if the Police Chief is otherwise unable to abate the nuisance, he may direct a police officer or a firefighter or a qualified alarm technician to take any reasonable action necessary to abate the nuisance.

If entry upon the property in which the alarm system is located is made in accordance with this Section, the person so entering upon such property (1) shall not conduct, engage in, or undertake any search, seizure, inspection or investigation while he is upon the property; (2) shall not cause any unnecessary damage to the alarm system or to any part of the home, building or vehicle; and (3) shall leave the property immediately after the audible system has ceased. After an entry upon property has been made in accordance with this Section, the Police Chief shall have the property

secured, if necessary. The reasonable costs and expenses of abating a nuisance in accordance with this Section may be assessed to the alarm user, said assessment not to exceed \$50.00.

Within ten (10) days after abatement of a nuisance in accordance with this section, the alarm user may request a hearing before the Selectmen and may present evidence showing that the signal emitted by this alarm system was not a public nuisance at the time of the abatement; that unnecessary damage was caused to his property in the course of the abatement; that the costs of the abatement should not be assessed to him; or the requirements of this section were not fulfilled. The Selectmen shall hear all interested parties and may, in its discretion, reimburse the alarm user for the repairs to his property necessitated by the abatement, or excuse the alarm user from paying the costs of abatement.

Section 7 Testing of Equipment

Permission is not required to test or demonstrate alarm devices not transmitting emergency messages directly to the police department.

Section 8 Emergency Notification List

Every business establishment within the Town whether alarmed or not shall provide written notice to the Police Chief listing the names, addresses, and telephone numbers of at least two persons who may be reached at any time, day or night and the two are authorized to respond to any emergency which has caused the police to be dispatched to said premises. Such notice shall be submitted during the first month of each year and shall be kept current at all times reflecting any changes in authorized personnel. Owner-residents shall be excluded from this paragraph.

Section 9 False Alarms

- a. When emergency messages are received by the police department that evidence false alarms, the Police Chief shall take action as may be appropriate under paragraphs (b), (c), (d) and (e) of this section and, when required by the terms of the aforementioned paragraphs, order that use of an alarm system be discontinued.
- b. After the police department has recorded three (3) separate false alarms within the calendar year from an alarm system, the Police Chief shall notify the alarm user, in person, by telephone, or by mail of such fact and require the said user to submit, within fifteen (15) days after receipt of such notice, a report describing efforts to discover and eliminate the cause or causes of the false alarms. If the said user, on the basis of absence from the town, or on any other reasonable basis requests an extension of time for filing the report, the Police Chief may extend the fifteen (15) day period for a reasonable period. If the said user fails to submit such a report within fifteen (15) days or within any such extended period, the Police Chief may order that use of the alarm system be discontinued. Any such discontinuance shall be effectuated within fifteen (15) days from the date of the receipt of the Police Chief's order.
- c. In the event that the Police Chief determines that a report submitted in accordance with paragraph (b) of this section is unsatisfactory, or that the alarm user has failed to show by the

report that he has taken or will take reasonable steps to eliminate or reduce false alarms, then the Police Chief may order that use of the alarm system be discontinued. Any such discontinuance shall be effectuated within fifteen (15) days from the date of receipt of the Police Chief's order.

- d. In the event that the police department records five (5) false alarms within the calendar year from an alarm system, the Police Chief may order that the user of the alarm system discontinue use of the alarm system for the calendar year, but for not less than six (6) months from the date the alarm was disconnected.
- e. Any user of an alarm system which transmits false alarms shall be assessed a penalty of one hundred (\$100.00) dollars for each false alarm in excess of three (3) occurring within the calendar year. All fines assessed hereunder shall be paid to the town Treasurer for deposit in the general fund. Upon failure of the user of an alarm system to pay two (2) consecutive fines assessed hereunder within sixty (60) days of assessment the Police Chief may order that the user discontinue use of the alarm system. Any such discontinuance shall be effectuated within fifteen (15) days from the date of receipt of the Police Chief's order.
- f. Any user of an alarm system who has, in accordance with this section, been ordered by the Police Chief to discontinue use of an alarm system may appeal the order of discontinuance to the Selectmen. Notice of an appeal shall be filed with the Town Clerk within ten (10) days of the date of the order of discontinuance. Thereafter the Selectmen shall consider the merits of the appeal, and in connection therewith shall hear evidence presented by all interested persons. After hearing such evidence, the Selectmen may affirm, vacate or modify the order of discontinuance.

Section 10 Penalties

The following acts and omissions shall constitute violations of this by-law punishable by fines of up to \$100.00:

- a. failure to obey an order of the Police Chief to discontinue use of an alarm system, after exhaustion of the right of appeal;
- b. failure to disconnect an automatic dialing device from any telephone numbers at the police department within six (6) months after effective date of this by-law;
- c. interconnection of an automatic dialing device to any telephone numbers at the police department after the effective date of this by-law;
- d. failure to pay two (2) or more consecutive fines assessed under this by-law within sixty (60) days from the date of assessment;
- e. failure to comply with the requirements of Section 6;
- f. failure to comply with the requirements of Section 8.

Each day during which the aforesaid violations continue shall constitute a separate offense.

Amend By-law Article 51: Alarm Systems Motion

Move to amend Article 51 of the Town of Natick By-laws as follows:

- 1. In Section 1, paragraph b:
 - a. Add the words "or vehicle" after the words "whose premises" in the first sentence; and
 - b. Delete the words "except for alarm systems on motor vehicles" at the end of the first sentence; and
 - c. Add the words "or vehicle" after the words "the premises" in the second sentence; and
 - d. Add the words "or vehicle" after the words "the premises" in the third sentence"; and
- 2. Replace Section 1, paragraph g with the word "deleted"; and
- 3. In Section 6, paragraph a:
 - a. Add the words ", with the exception of motor vehicle alarm users," after the first words "Every alarm user" in the first sentence; and
 - b. Add the word ", addresses," after the word "names" and before the words "telephone numbers" in the first sentence; and
- 4. Replace Section 6, paragraph b with the word "deleted"; and
- 5. In Section 7, delete the first and last sentences.

ARTICLE 21 Amend By-law Article 72: Building Regulations (Charter & By-law Review Committee)

To see whether the Town will vote to amend Article 72 of the Town of Natick By-laws as follows:

- 1. Change the title of Section 5 to "Height Requirements at Intersections, including Driveways"; and
- 2. In the first paragraph of Section 5, replace the word "streets" with the words "public ways"; and
- 3. Add the sentence "No fence, shrubbery or other object located within fifteen (15) feet of the intersection of a public way and a driveway shall be maintained more than three (3) feet above the street grade measured at said intersection." as the second paragraph of Section 5;

so that Section 5 shall read:

"Section 5 Height Requirements at Intersections, including Driveways

In any lot which abuts an intersection of two or more public ways, no fence, shrubbery or other object which is located within fifteen (15) feet of such an intersection, shall be maintained more than three (3) feet above the street grade measured at said intersection.

No fence, shrubbery or other object located within fifteen (15) feet of the intersection of a public way and a driveway shall be maintained more than three (3) feet above the street grade measured at said intersection.";

or otherwise act thereon.

By-law Article 72 current (prior to proposed changes)

ARTICLE 72

BUILDING REGULATIONS

Section 1 Building Permits, Orders, and Certificates

Each permit, order and certificate issued by the Building Inspector shall bear a serial number and date, identical on all copies, and shall definitely locate the premises referred to by street and number or otherwise.

Section 2 Identification of Structures by Street Number

At the time of issuing a certificate of occupancy for a building or structure, whether same be new, added to or altered, or for a change of occupancy if no street number has been assigned thereto, the Building Inspector shall, wherever it is practicable, assign a number or numbers in accordance with the existing numbering system. The Building Inspector shall also assign and order street numbers in accordance with the said system to be affixed or displayed on any buildings not already so numbered on any street. Such numbers shall be affixed or displayed in such a manner as to be readily visible from the street. Owners shall be allowed ten (10) days after the giving of written notice by the Building Inspector to comply with such order.

The street number of an existing building or structure may be changed only by vote of the Board of Selectmen, after a Public Hearing by the Board of Selectmen for which fourteen (14) days written notice has been given to the owner of each building or structure for which the number is proposed to be changed and after receipt by the Board of Selectmen of a written recommendation from the Safety Committee of the Town.

Section 3 Fees

A fee schedule for permits and certificates may be established or amended by the Selectmen and the Building Inspector after due notice has been given by publication in a local newspaper at least fourteen (14) days prior to approval.

Section 4 Fences

All fences shall be erected with the finished side of the fence facing the property of the abutters and the frame side of the fence facing the property on which it is erected. The fence owner shall not use the land between the fence and the boundary line for the storage or disposal of any material. The fence owner shall have access to any abutter's side of the fence for maintenance and repairs.

Unless written permission is secured from the abutters to erect fence on property lines, fence must be erected at least one (1) foot in from boundary lines.

Section 5 Height Requirements at Intersection

In any lot which abuts an intersection of two or more streets, no fence, shrubbery or other object which is located within fifteen (15) feet of such an intersection, shall be maintained more than three (3) feet above the street grade measured at said intersection.

Section 6 Signs in Public Ways or on Public Property

No person shall place any unauthorized or non-conforming sign within the right-of-way of any street or on public property. The Building Commissioner is authorized to take down and remove such an unauthorized or non-conforming sign. Such sign shall be retained by the Building Commissioner for a period of thirty days after its removal. The owner of such sign may reclaim it within thirty days of its removal by submitting satisfactory proof of ownership to the Building Commissioner. If such sign is not claimed within such thirty day period, the Building Commissioner may cause such sign to be destroyed without incurring any liability to the Town or any of its Agents.

Revised Redlined Version of Changes Proposed at 2018 Spring TM

ARTICLE 72

BUILDING REGULATIONS

Section 1 Building Permits, Orders, and Certificates

Each permit, order and certificate issued by the Building Inspector shall bear a serial number and date, identical on all copies, and shall definitely locate the premises referred to by street and number or otherwise.

Section 2 Identification of Structures by Street Number

At the time of issuing a certificate of occupancy for a building or structure, whether same be new, added to or altered, or for a change of occupancy if no street number has been assigned thereto, the Building Inspector shall, wherever it is practicable, assign a number or numbers in accordance with the existing numbering system. The Building Inspector shall also assign and order street numbers in accordance with the said system to be affixed or displayed on any buildings not already so numbered on any street. Such numbers shall be affixed or displayed in such a manner as to be readily visible from the street. Owners shall be allowed ten (10) days after the giving of written notice by the Building Inspector to comply with such order.

The street number of an existing building or structure may be changed only by vote of the Board of Selectmen, after a Public Hearing by the Board of Selectmen for which fourteen (14) days written notice has been given to the owner of each building or structure for which the number is proposed to be changed and after receipt by the Board of Selectmen of a written recommendation from the Safety Committee of the Town.

Section 3 Fees

A fee schedule for permits and certificates may be established or amended by the Selectmen and the Building Inspector after due notice has been given by publication in a local newspaper at least fourteen (14) days prior to approval.

Section 4 Fences

All fences shall be erected with the finished side of the fence facing the property of the abutters and the frame side of the fence facing the property on which it is erected. The fence owner shall not use the land between the fence and the boundary line for the storage or disposal of any material. The fence owner shall have access to any abutter's side of the fence for maintenance and repairs.

Unless written permission is secured from the abutters to erect fence on property lines, fence must be erected at least one (1) foot in from boundary lines.

Section 5 Height Requirements at Intersections, including Driveways

In any lot which abuts an intersection of two or more <u>streetspublic ways</u>, no fence, shrubbery or other object which is located within fifteen (15) feet of such an intersection, shall be maintained more than three (3) feet above the street grade measured at said intersection.

No fence, shrubbery or other object that obstructs visibility of a public way or sidewalk and is located within fifteen (15) feet of the intersection of a public way and a driveway shall be maintained more than three (3) feet above the street grade measured at said intersection.

Section 6 Signs in Public Ways or on Public Property

No person shall place any unauthorized or non-conforming sign within the right-of-way of any street or on public property. The Building Commissioner is authorized to take down and remove such an unauthorized or non-conforming sign. Such sign shall be retained by the Building Commissioner for a period of thirty days after its removal. The owner of such sign may reclaim it within thirty days of its removal by submitting satisfactory proof of ownership to the Building Commissioner. If such sign is not claimed within such thirty day period, the Building Commissioner may cause such sign to be destroyed without incurring any liability to the Town or any of its Agents.

Revised Clean Version incorporating Changes Proposed at 2018

Spring TM

ARTICLE 72

BUILDING REGULATIONS

Section 1 Building Permits, Orders, and Certificates

Each permit, order and certificate issued by the Building Inspector shall bear a serial number and date, identical on all copies, and shall definitely locate the premises referred to by street and number or otherwise.

Section 2 Identification of Structures by Street Number

At the time of issuing a certificate of occupancy for a building or structure, whether same be new, added to or altered, or for a change of occupancy if no street number has been assigned thereto, the Building Inspector shall, wherever it is practicable, assign a number or numbers in accordance with the existing numbering system. The Building Inspector shall also assign and order street numbers in accordance with the said system to be affixed or displayed on any buildings not already so numbered on any street. Such numbers shall be affixed or displayed in such a manner as to be readily visible from the street. Owners shall be allowed ten (10) days after the giving of written notice by the Building Inspector to comply with such order.

The street number of an existing building or structure may be changed only by vote of the Board of Selectmen, after a Public Hearing by the Board of Selectmen for which fourteen (14) days written notice has been given to the owner of each building or structure for which the number is proposed to be changed and after receipt by the Board of Selectmen of a written recommendation from the Safety Committee of the Town.

Section 3 Fees

A fee schedule for permits and certificates may be established or amended by the Selectmen and the Building Inspector after due notice has been given by publication in a local newspaper at least fourteen (14) days prior to approval.

Section 4 Fences

All fences shall be erected with the finished side of the fence facing the property of the abutters and the frame side of the fence facing the property on which it is erected. The fence owner shall not use the land between the fence and the boundary line for the storage or disposal of any material. The fence owner shall have access to any abutter's side of the fence for maintenance and repairs.

Unless written permission is secured from the abutters to erect fence on property lines, fence

must be erected at least one (1) foot in from boundary lines.

Section 5 Height Requirements at Intersections, including Driveways

In any lot which abuts an intersection of two or more public ways, no fence, shrubbery or other object which is located within fifteen (15) feet of such an intersection, shall be maintained more than three (3) feet above the street grade measured at said intersection.

No fence, shrubbery or other object that obstructs visibility of a public way or sidewalk and is located within fifteen (15) feet of the intersection of a public way and a driveway shall be maintained more than three (3) feet above the street grade measured at said intersection.

Section 6 Signs in Public Ways or on Public Property

No person shall place any unauthorized or non-conforming sign within the right-of-way of any street or on public property. The Building Commissioner is authorized to take down and remove such an unauthorized or non-conforming sign. Such sign shall be retained by the Building Commissioner for a period of thirty days after its removal. The owner of such sign may reclaim it within thirty days of its removal by submitting satisfactory proof of ownership to the Building Commissioner. If such sign is not claimed within such thirty day period, the Building Commissioner may cause such sign to be destroyed without incurring any liability to the Town or any of its Agents.

Amend By-law Article 72: Building Regulations Motion

Move to amend Article 72 of the Town of Natick By-laws by:

- 1. Change the title of Section 5 to "Height Requirements at Intersections, including Driveways"; and
- 2. In the first paragraph of Section 5, replace the word "streets" with the words "public ways"; and
- 3. Add the sentence "No fence, shrubbery or other object that obstructs visibility of a public way or sidewalk and is located within fifteen (15) feet of the intersection of a public way and a driveway shall be maintained more than three (3) feet above the street grade measured at said intersection." as the second paragraph of Section 5.

ARTICLE 22

Amend By-law Article 76: Regulations regarding Historically Significant Buildings, etc. (Charter & By-law Review Committee)

To see whether the Town will vote to amend Article 76 of the Town of Natick By-laws as follows:

- 1. In Section 2, sub-section F:
 - a. After the words "which is" in the first sentence, delete the word "(1)" and insert the words "in whole or in part fifty (50) years old or older and which has been determined by the Commission or its designee to be significant based on any of the following: (1) it is"; and
 - b. Add the word "it" after the word "(2) in the first sentence;
 - so that Section 2, sub-section F shall read:

"Historically Significant Building or Structure: Any regulated building or structure which is in whole or in part fifty (50) years old or older and which has been determined by the Commission or its designee to be significant based on any of the following: (1) it is associated with one or more historic persons or events or with the architectural, cultural, economic, political or social history of the Town of Natick, the Commonwealth of Massachusetts, and/or the United States of America; or (2) it is historically or architecturally important by reason of type, period, style and method of building construction, or represents the work of a particular architect or builder, either by itself or in the context of a group of buildings or structures."; and

- 2. Add a new sub-section H to Section 2:
 - "Preferably Preserved: Any Historically Significant Building or Structure which the Commission determines, following a public hearing, that it is in the public interest to be preserved rather than demolished, altered or relocated. A Preferably Preserved Building or Structure is subject to the six-month demolition delay period of this bylaw."; and
- 3. In Section 3, sub-section B, delete the sentence "Further nominations to said inventory shall occur only after notice to the assessed owner of the building or structure and a public hearing on said proposed nomination.";

or otherwise act thereon.

By-law Article 76 current (prior to proposed changes)

ARTICLE 76

REGULATIONS FOR THE DEMOLITION, ALTERATION OR RELOCATION OF HISTORICALLY SIGNIFICANT BUILDINGS OR STRUCTURES

Section 1 Intent and Purpose

Pursuant to the general powers granted to cities and towns by Article 89 of the Amendments to the Massachusetts Constitution and the specific powers granted by the Massachusetts General Laws, this bylaw is adopted for the purpose of protecting and preserving significant buildings and structures which constitute or reflect distinctive features pertaining to the history of the Town of Natick and for the purpose of promoting the public welfare through the retention of the architectural, historical, cultural and aesthetic heritage of the Town. The intent of this bylaw is to encourage owners, and others, to preserve, rehabilitate and restore significant buildings or structures rather than demolishing them.

Section 2 Definitions

For the purpose of this bylaw, the following words and phrases shall have the following meanings:

- A. Applicant: The party that seeks permission to alter a regulated structure.
- B. Building: A structure designed for the shelter or housing of persons, animals, chattels, business uses or property of any kind.
- C. Commission: The Natick Historical Commission.
- D. Demolition: Any act of pulling down, destroying, or razing a structure, or any part or attached portion thereof.
- E. Permit: The document issued by the Building Commissioner as required by the State Building Code for the demolition, alteration or relocation of a regulated building or structure.
- F. Historically Significant Building or Structure: Any regulated building or structure which is (1) associated with one or more historic persons or events or with the architectural, cultural, economic, political or social history of the Town of Natick, the Commonwealth of Massachusetts, and/or the United States of America; or (2) is historically or architecturally important by reason of type, period, style and method of building construction, or represents the work of a particular architect or builder, either by itself or in the context of a group of buildings or structures.
- G. Inspector: The Natick Building Commissioner.

Section 3 Regulated Buildings and Structures

The provisions of this bylaw shall apply only to the following buildings and structures:

- A. Any building or structure listed on, or which is subject of a pending application for inclusion on, the National Register of Historic Places or the Massachusetts State Register of Historic Places; or
- B. Any building or structure included in the Inventory of Historic and Archaeological Assets of the Commonwealth. Further nominations to said inventory shall occur only after notice to the assessed owner of the building or structure and a public hearing on said proposed nomination.
- C. The Commission shall, after the adoption of this bylaw, prepare and file with the Inspector and the Town Clerk of Natick a list of regulated buildings and structures which list as amended, from time to time, may be relied upon by the Inspector in determining which structures are regulated.
- D. The provisions of this bylaw shall not apply to any building or structure located in a local historical district subject to regulation under the provisions of General Laws Chapter 40C.

Section 4 Prohibition

No permit for the demolition, alteration or relocation of any building or structure regulated under this section shall be issued other than in conformity with the provisions of this bylaw.

Section 5 Procedures

- A. Upon receipt of an application for a permit to demolish, alter or relocate a building or structure that is regulated by this bylaw the Inspector shall forward a copy of said application to the Commission and the Community Development Director of the Town. The Inspector is encouraged to submit said copy as quickly as possible by hand delivery or electronic transmission to the chairperson or contact person established by the Commission.
- B. Within ten (10) business days from receipt by the Commission of a copy of such application the Commission shall make a preliminary determination of whether or not the building or structure is a regulated building or structure and if the Commission determines that the building or structure is regulated by this by-law, the Commission shall also preliminarily determine within the same ten (10) business days whether or not the building or structure may be a Historically Significant Building or Structure.

- C. If the Commission determines that the building or structure is not regulated by this bylaw, or is not Historically Significant, the permit application shall be signed as approved by the Commission and returned to the Inspector. Upon receipt of same, the Inspector may, subject to the requirements of the building code and other applicable laws, issue such permit.
- D. If the Inspector does not receive the opinion of the Commission in regard to these preliminary determinations within ten (10) business days of the date of the receipt of the application by the Commission, then, the Inspector may grant the permit applied for.
- E. If the Commission preliminarily determines that the building or structure may be a Historically Significant Building or Structure as defined in Section II F hereof, the Commission shall review the application for such permit at a public hearing to be held within twenty (20) business days of determination that the subject building or structure may be a Historically Significant Building or structure. The Commission shall cause to be published in a newspaper of local circulation notice of the date and place of such public hearing. Such notice shall specify the address of the subject building or structure, and shall be published in said newspaper once during the two weeks preceding the date of such public hearing. All estimated expenses of publication, posting and mailing shall be reimbursed to the Commission by the applicant at the time of the hearing.
- E. No less than five (5) business days before the public hearing the applicant for such permit shall submit to the Commission the following in triplicate:
 - 1. A plan showing the location of the building or structure;
 - 2. Photographs of all street facade elevations;
 - 3. A thorough and detailed description of any intended construction with copies of site plans, building plans and elevation drawings;
 - 4. The reasons for the proposed demolition, alteration or relocation and data supporting said reason;
 - 5. A brief description of the proposed reuse of the premises.
- G. Notice of a hearing or determination provided for in this bylaw shall be sent by the Commission to the assessed owner of record, the applicant for the demolition permit (if different from owner of record), the Inspector and to such other persons and organizations in such manner as the Commission may determine appropriate. The Commission may require that the applicant post and maintain on the building which is the subject of an application governed by this bylaw a notice, in a form designated by the Commission, visible from the nearest public way, of any public hearing on the subject matter or such application; and applicant shall comply with such requirement.

- H. After said public hearing the Commission shall, within ten (10) business days, determine whether or not the subject building or structure is a Preferably Preserved Building or Structure and notify in writing, the applicant and the Inspector of its determination stating the reasons for such decision.
- H. If the determination is that the subject building or structure is Preferably Preserved, the Inspector shall not issue a permit for a period of six (6) months from the date of such determination, unless the Commission informs the Inspector in writing prior to the expiration of the six (6) month period that:
 - 1. The Commission is satisfied that the applicant has made a bonafide, reasonable, and unsuccessful effort to locate a purchaser for the building or structure who is willing to preserve, move, rehabilitate or restore the building or structure; or
 - 2. The applicant has agreed to accept such permit subject to conditions approved by the commission.

Section 6 Emergency Demolition

Nothing in this bylaw shall be deemed inconsistent with the procedures for the demolition and/or securing of buildings and structures established by General Laws Chapter 143, Sections 6-10.

Section 7 Non-compliance with Bylaw

- A. The Inspector is authorized to institute any actions, in law or in equity, as he deems necessary to obtain compliance with the requirement of this bylaw in order to prevent a threatened or continuing violation thereof.
- B. The Inspector shall not issue any permits pertaining to any lot or parcel upon which such non-compliances occurred for a period of two (2) years from the date of such violation and notice of such moratorium shall be recorded by the Inspector at the Registry of Deeds on a form to be supplied by the Commission.

Section 8 Right of Appeal

Any person aggrieved by a determination of the Commission may, within twenty (20) days after filing of the notice of such determination with the Inspector, appeal to the Superior Court for Middlesex County. The Court shall hear all pertinent evidence and may annul the determination of the Commission or may remand the case for further action by the Commission or make such other decree as justice and equity shall require.

Section 9 Severability

In case any section, paragraph or part of this bylaw is declared invalid or unconstitutional by a court of competent jurisdiction, every other section, paragraph and part shall continue in full force and effect.

Redlined Version of Changes Proposed at 2018 Spring TM

ARTICLE 76

REGULATIONS FOR THE DEMOLITION, ALTERATION OR RELOCATION OF HISTORICALLY SIGNIFICANT BUILDINGS OR STRUCTURES

Section 1 Intent and Purpose

Pursuant to the general powers granted to cities and towns by Article 89 of the Amendments to the Massachusetts Constitution and the specific powers granted by the Massachusetts General Laws, this bylaw is adopted for the purpose of protecting and preserving significant buildings and structures which constitute or reflect distinctive features pertaining to the history of the Town of Natick and for the purpose of promoting the public welfare through the retention of the architectural, historical, cultural and aesthetic heritage of the Town. The intent of this bylaw is to encourage owners, and others, to preserve, rehabilitate and restore significant buildings or structures rather than demolishing them.

Section 2 Definitions

For the purpose of this bylaw, the following words and phrases shall have the following meanings:

- A. Applicant: The party that seeks permission to alter a regulated structure.
- B. Building: A structure designed for the shelter or housing of persons, animals, chattels, business uses or property of any kind.
- C. Commission: The Natick Historical Commission.
- D. Demolition: Any act of pulling down, destroying, or razing a structure, or any part or attached portion thereof.
- E. Permit: The document issued by the Building Commissioner as required by the State Building Code for the demolition, alteration or relocation of a regulated building or structure.
- F. Historically Significant Building or Structure: Any regulated building or structure which is (1)in whole or in part fifty (50) years old or older and which has been determined by the Commission or its designee to be significant based on any of the following: (1) it is associated with one or more historic persons or events or with the architectural, cultural, economic, political or social history of the Town of Natick, the Commonwealth of Massachusetts, and/or the United States of America; or (2) it is historically or architecturally important by reason of type, period, style and method of building construction, or represents the work of a particular architect or builder, either by itself or in the context of a group of buildings or structures.
- G. Inspector: The Natick Building Commissioner.

H. Preferably Preserved: Any Historically Significant Building or Structure which the Commission determines, following a public hearing, that it is in the public interest to be preserved rather than demolished, altered or relocated. A Preferably Preserved Building or Structure is subject to the six-month demolition delay period of this by-law.

Section 3 Regulated Buildings and Structures

The provisions of this bylaw shall apply only to the following buildings and structures:

- A. Any building or structure listed on, or which is subject of a pending application for inclusion on, the National Register of Historic Places or the Massachusetts State Register of Historic Places; or
- B. Any building or structure included in the Inventory of Historic and Archaeological Assets of the Commonwealth. Further nominations to said inventory shall occur only after notice to the assessed owner of the building or structure and a public hearing on said proposed nomination.
- C. The Commission shall, after the adoption of this bylaw, prepare and file with the Inspector and the Town Clerk of Natick a list of regulated buildings and structures which list as amended, from time to time, may be relied upon by the Inspector in determining which structures are regulated.
- D. The provisions of this bylaw shall not apply to any building or structure located in a local historical district subject to regulation under the provisions of General Laws Chapter 40C.

Section 4 Prohibition

No permit for the demolition, alteration or relocation of any building or structure regulated under this section shall be issued other than in conformity with the provisions of this bylaw.

Section 5 Procedures

- A. Upon receipt of an application for a permit to demolish, alter or relocate a building or structure that is regulated by this bylaw the Inspector shall forward a copy of said application to the Commission and the Community Development Director of the Town. The Inspector is encouraged to submit said copy as quickly as possible by hand delivery or electronic transmission to the chairperson or contact person established by the Commission.
- B. Within ten (10) business days from receipt by the Commission of a copy of such application the Commission shall make a preliminary determination of whether or not the building or structure is a regulated building or structure and if the Commission

- determines that the building or structure is regulated by this by-law, the Commission shall also preliminarily determine within the same ten (10) business days whether or not the building or structure may be a Historically Significant Building or Structure.
- C. If the Commission determines that the building or structure is not regulated by this bylaw, or is not Historically Significant, the permit application shall be signed as approved by the Commission and returned to the Inspector. Upon receipt of same, the Inspector may, subject to the requirements of the building code and other applicable laws, issue such permit.
- D. If the Inspector does not receive the opinion of the Commission in regard to these preliminary determinations within ten (10) business days of the date of the receipt of the application by the Commission, then, the Inspector may grant the permit applied for.
- E. If the Commission preliminarily determines that the building or structure may be a Historically Significant Building or Structure as defined in Section 2 F hereof, the Commission shall review the application for such permit at a public hearing to be held within twenty (20) business days of determination that the subject building or structure may be a Historically Significant Building or Structure. The Commission shall cause to be published in a newspaper of local circulation notice of the date and place of such public hearing. Such notice shall specify the address of the subject building or structure, and shall be published in said newspaper once during the two weeks preceding the date of such public hearing. All estimated expenses of publication, posting and mailing shall be reimbursed to the Commission by the applicant at the time of the hearing.
- F. No less than five (5) business days before the public hearing the applicant for such permit shall submit to the Commission the following in triplicate:
 - 1. A plan showing the location of the building or structure;
 - 2. Photographs of all street facade elevations;
 - 3. A thorough and detailed description of any intended construction with copies of site plans, building plans and elevation drawings;
 - 4. The reasons for the proposed demolition, alteration or relocation and data supporting said reason;
 - 5. A brief description of the proposed reuse of the premises.
- G. Notice of a hearing or determination provided for in this bylaw shall be sent by the Commission to the assessed owner of record, the applicant for the demolition permit (if different from owner of record), the Inspector and to such other persons and organizations in such manner as the Commission may determine appropriate. The Commission may require that the applicant post and maintain on the building which is the subject of an application governed by this bylaw a notice, in a form designated by the

Commission, visible from the nearest public way, of any public hearing on the subject matter or such application; and applicant shall comply with such requirement.

- H. After said public hearing the Commission shall, within ten (10) business days, determine whether or not the subject building or structure is a Preferably Preserved Building or Structure and notify in writing, the applicant and the Inspector of its determination stating the reasons for such decision.
- I. If the determination is that the subject building or structure is Preferably Preserved, the Inspector shall not issue a permit for a period of six (6) months from the date of such determination, unless the Commission informs the Inspector in writing prior to the expiration of the six (6) month period that:
 - 1. The Commission is satisfied that the applicant has made a bonafide, reasonable, and unsuccessful effort to locate a purchaser for the building or structure who is willing to preserve, move, rehabilitate or restore the building or structure; or
 - 2. The applicant has agreed to accept such permit subject to conditions approved by the commission.

Section 6 Emergency Demolition

Nothing in this bylaw shall be deemed inconsistent with the procedures for the demolition and/or securing of buildings and structures established by General Laws Chapter 143, Sections 6-10.

Section 7 Non-compliance with Bylaw

- A. The Inspector is authorized to institute any actions, in law or in equity, as he deems necessary to obtain compliance with the requirement of this bylaw in order to prevent a threatened or continuing violation thereof.
- B. The Inspector shall not issue any permits pertaining to any lot or parcel upon which such non-compliances occurred for a period of two (2) years from the date of such violation and notice of such moratorium shall be recorded by the Inspector at the Registry of Deeds on a form to be supplied by the Commission.

Section 8 Right of Appeal

Any person aggrieved by a determination of the Commission may, within twenty (20) days after filing of the notice of such determination with the Inspector, appeal to the Superior Court for Middlesex County. The Court shall hear all pertinent evidence and may annul the determination of the Commission or may remand the case for further action by the Commission or make such other decree as justice and equity shall require.

Section 9 Severability

In case any section, paragraph or part of this bylaw is declared invalid or unconstitutional by a court of competent jurisdiction, every other section, paragraph and part shall continue in full force and effect.

Clean Version of Changes Proposed at 2018 Spring TM

ARTICLE 76

REGULATIONS FOR THE DEMOLITION, ALTERATION OR RELOCATION OF HISTORICALLY SIGNIFICANT BUILDINGS OR STRUCTURES

Section 1 Intent and Purpose

Pursuant to the general powers granted to cities and towns by Article 89 of the Amendments to the Massachusetts Constitution and the specific powers granted by the Massachusetts General Laws, this bylaw is adopted for the purpose of protecting and preserving significant buildings and structures which constitute or reflect distinctive features pertaining to the history of the Town of Natick and for the purpose of promoting the public welfare through the retention of the architectural, historical, cultural and aesthetic heritage of the Town. The intent of this bylaw is to encourage owners, and others, to preserve, rehabilitate and restore significant buildings or structures rather than demolishing them.

Section 2 Definitions

For the purpose of this bylaw, the following words and phrases shall have the following meanings:

- A. Applicant: The party that seeks permission to alter a regulated structure.
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- C. Commission: The Natick Historical Commission.
- D. Demolition: Any act of pulling down, destroying, or razing a structure, or any part or attached portion thereof.
- E. Permit: The document issued by the Building Commissioner as required by the State Building Code for the demolition, alteration or relocation of a regulated building or structure.
- F. Historically Significant Building or Structure: Any regulated building or structure which is in whole or in part fifty (50) years old or older and which has been determined by the Commission or its designee to be significant based on any of the following: (1) it is associated with one or more historic persons or events or with the architectural, cultural, economic, political or social history of the Town of Natick, the Commonwealth of Massachusetts, and/or the United States of America; or (2) it is historically or architecturally important by reason of type, period, style and method of building construction, or represents the work of a particular architect or builder, either by itself or in the context of a group of buildings or structures.

- G. Inspector: The Natick Building Commissioner.
- H. Preferably Preserved: Any Historically Significant Building or Structure which the Commission determines, following a public hearing, that it is in the public interest to be preserved rather than demolished, altered or relocated. A Preferably Preserved Building or Structure is subject to the six-month demolition delay period of this by-law.

Section 3 Regulated Buildings and Structures

The provisions of this bylaw shall apply only to the following buildings and structures:

- A. Any building or structure listed on, or which is subject of a pending application for inclusion on, the National Register of Historic Places or the Massachusetts State Register of Historic Places; or
- B. Any building or structure included in the Inventory of Historic and Archaeological Assets of the Commonwealth.
- C. The Commission shall, after the adoption of this bylaw, prepare and file with the Inspector and the Town Clerk of Natick a list of regulated buildings and structures which list as amended, from time to time, may be relied upon by the Inspector in determining which structures are regulated.
- D. The provisions of this bylaw shall not apply to any building or structure located in a local historical district subject to regulation under the provisions of General Laws Chapter 40C.

Section 4 Prohibition

No permit for the demolition, alteration or relocation of any building or structure regulated under this section shall be issued other than in conformity with the provisions of this bylaw.

Section 5 Procedures

- A. Upon receipt of an application for a permit to demolish, alter or relocate a building or structure that is regulated by this bylaw the Inspector shall forward a copy of said application to the Commission and the Community Development Director of the Town. The Inspector is encouraged to submit said copy as quickly as possible by hand delivery or electronic transmission to the chairperson or contact person established by the Commission.
- B. Within ten (10) business days from receipt by the Commission of a copy of such application the Commission shall make a preliminary determination of whether or not the building or structure is a regulated building or structure and if the Commission

- determines that the building or structure is regulated by this by-law, the Commission shall also preliminarily determine within the same ten (10) business days whether or not the building or structure may be a Historically Significant Building or Structure.
- C. If the Commission determines that the building or structure is not regulated by this bylaw, or is not Historically Significant, the permit application shall be signed as approved by the Commission and returned to the Inspector. Upon receipt of same, the Inspector may, subject to the requirements of the building code and other applicable laws, issue such permit.
- D. If the Inspector does not receive the opinion of the Commission in regard to these preliminary determinations within ten (10) business days of the date of the receipt of the application by the Commission, then, the Inspector may grant the permit applied for.
- E. If the Commission preliminarily determines that the building or structure may be a Historically Significant Building or Structure as defined in Section 2 F hereof, the Commission shall review the application for such permit at a public hearing to be held within twenty (20) business days of determination that the subject building or structure may be a Historically Significant Building or Structure. The Commission shall cause to be published in a newspaper of local circulation notice of the date and place of such public hearing. Such notice shall specify the address of the subject building or structure, and shall be published in said newspaper once during the two weeks preceding the date of such public hearing. All estimated expenses of publication, posting and mailing shall be reimbursed to the Commission by the applicant at the time of the hearing.
- F. No less than five (5) business days before the public hearing the applicant for such permit shall submit to the Commission the following in triplicate:
 - 1. A plan showing the location of the building or structure;
 - 2. Photographs of all street facade elevations;
 - 3. A thorough and detailed description of any intended construction with copies of site plans, building plans and elevation drawings;
 - 4. The reasons for the proposed demolition, alteration or relocation and data supporting said reason;
 - 5. A brief description of the proposed reuse of the premises.
- G. Notice of a hearing or determination provided for in this bylaw shall be sent by the Commission to the assessed owner of record, the applicant for the demolition permit (if different from owner of record), the Inspector and to such other persons and organizations in such manner as the Commission may determine appropriate. The Commission may require that the applicant post and maintain on the building which is the subject of an application governed by this bylaw a notice, in a form designated by the

Commission, visible from the nearest public way, of any public hearing on the subject matter or such application; and applicant shall comply with such requirement.

- H. After said public hearing the Commission shall, within ten (10) business days, determine whether or not the subject building or structure is a Preferably Preserved Building or Structure and notify in writing, the applicant and the Inspector of its determination stating the reasons for such decision.
- I. If the determination is that the subject building or structure is Preferably Preserved, the Inspector shall not issue a permit for a period of six (6) months from the date of such determination, unless the Commission informs the Inspector in writing prior to the expiration of the six (6) month period that:
 - 1. The Commission is satisfied that the applicant has made a bonafide, reasonable, and unsuccessful effort to locate a purchaser for the building or structure who is willing to preserve, move, rehabilitate or restore the building or structure; or
 - 2. The applicant has agreed to accept such permit subject to conditions approved by the commission.

Section 6 Emergency Demolition

Nothing in this bylaw shall be deemed inconsistent with the procedures for the demolition and/or securing of buildings and structures established by General Laws Chapter 143, Sections 6-10.

Section 7 Non-compliance with Bylaw

- A. The Inspector is authorized to institute any actions, in law or in equity, as he deems necessary to obtain compliance with the requirement of this bylaw in order to prevent a threatened or continuing violation thereof.
- B. The Inspector shall not issue any permits pertaining to any lot or parcel upon which such non-compliances occurred for a period of two (2) years from the date of such violation and notice of such moratorium shall be recorded by the Inspector at the Registry of Deeds on a form to be supplied by the Commission.

Section 8 Right of Appeal

Any person aggrieved by a determination of the Commission may, within twenty (20) days after filing of the notice of such determination with the Inspector, appeal to the Superior Court for Middlesex County. The Court shall hear all pertinent evidence and may annul the determination of the Commission or may remand the case for further action by the Commission or make such other decree as justice and equity shall require.

Section 9 Severability

In case any section, paragraph or part of this bylaw is declared invalid or unconstitutional by a court of competent jurisdiction, every other section, paragraph and part shall continue in full force and effect.

Amend By-law Article 76: Regulations regarding Historically Significant Buildings, etc.

Motion

Move to amend Article 76 of the Town of Natick By-laws by:

- 1. In Section 2, sub-section F:
 - a. After the words "which is" in the first sentence, delete the word "(1)" and insert the words "in whole or in part fifty (50) years old or older and which has been determined by the Commission or its designee to be significant based on any of the following: (1) it is"; and
 - b. Add the word "it" after the word "(2) in the first sentence;; and
- 2. Add a new sub-section H to Section 2:
 - "Preferably Preserved: Any Historically Significant Building or Structure which the Commission determines, following a public hearing, that it is in the public interest to be preserved rather than demolished, altered or relocated. A Preferably Preserved Building or Structure is subject to the six-month demolition delay period of this by-law."; and
- 3. In Section 3, sub-section B, delete the sentence "Further nominations to said inventory shall occur only after notice to the assessed owner of the building or structure and a public hearing on said proposed nomination.".

ITEM TITLE: Camp Arrowhead Update

ITEM SUMMARY:

ATTACHMENTS:

Description Upload Date Type

Memo from Jemma Lambert 3/16/2018 Cover Memo

MEMORANDUM

To: The Natick Board of Selectmen

From: Jemma Lambert, Director, Community Services Department

Bryan Le Blanc, Procurement Officer

Re: Status Update: Camp Arrowhead

Date: March 15, 2018

For the purpose of providing a status update on the rehabilitation of Camp Arrowhead please note the following:

Winter/Spring 2017

- Cleaning and Recovery Services of existing structure procured and completed
- Hazardous Materials Survey procured and completed

Fall 2017/Winter 2018

- RFQ for Designer Services published and Architect selected
- Memorandum of Agreement between the Town of Natick, AMVETS Post 79 and the Department of Conservation and Recreation (DCR) signed
- Architectural design completed
- RFP for Demolition Services published and Contractor selected
- Demolition Application completed and submitted to DCR for approval
- Invitation for Bids for Construction Services advertised. Pre-bid meeting conducted
- Discussion with DCR Commissioner Roy to review design details. Assurances made by the Commissioner that project approvals will be fast-tracked in order to insure rehabilitation of the facility is completed in time for Camp Arrowhead this summer
- On-site inspection by DCR's Chief Engineer completed
- Draft Application for Construction completed. Awaiting award of contractor in order to complete and submit to DCR

Looking Ahead

- Project Review by ConCom scheduled for April 5, 2018
- Permit Reviews and Approvals
- ConCom Approval
- Construction Permit Approval
- Project Completion

ITEM TITLE: Correspondence 3/19/18

ITEM SUMMARY:

ATTACHMENTS:

Description Upload Date Type

Correspondence 3/19/18 3/15/2018 Cover Memo

ALAN ELLMAN



2 CEDAR AVE. UNIT B
NATICK, MA 01760
HOME 617.237.9090
MOBILE 617.875.7103
ALAN.ELLMAN@HOTMAIL.COM

TO: Natick Board of Selectmen

DATE: Mar 5, 2018

RE: Government Education

Board Members:

I am a dedicated daily follower of national and international news, but I know nothing about Natick government structure, issues, and officeholders. I am guessing that there are many more people in the same situation.

I had an idea today that I want to propose. A public meeting called something like *The Town of Natick and its Government, for the Uninitiated*. The meeting could be recorded on video for editing and broadcast on Natick Pegasus TV. As a former professional video and TV producer, I could be of help with production if needed.

With the right amount and type of promotion, we might be able to get a significant audience of the uninformed (like me).

If you have any thoughts on the value my idea, please contact me by email or phone.

Many thanks!

alan

2013

SPARD OF DELECTMEN NATION, MA



Snow Removal

1 message

Erik Tardif <etardif@needhamma.gov>

Mon, Mar 12, 2018 at 8:22 AM

To: "jmarsette@natickma.org" <jmarsette@natickma.org", "Selectmen@natickma.org" <Selectmen@natickma.org"

Cc: "masscodes@gmail.com" <masscodes@gmail.com>

Hi Mr. Marsette,

I wanted to take this time to thank you and your staff for a professional job you did on the recent storm we had. I would like to especially thank James, who plows the Winter St. area in particular Alden Street. He has been nothing but a professional at what he does and operates the back hoe like he's been doing it all his life. We had a tree that feel crossing the street blocking first responders. At three in the morning he removed it from the street with precision limiting any damage to my property and saving the power lines. My neighbors and myself are deeply thankful. Please extend this to James.

Thank You,

Erik Tardif

Local Building Inspector

Town of Needham

ITEM TITLE: Warrant Articles

ITEM SUMMARY: * A list of Warrant Articles and text are available on the website at

 ${\it Natick ma.gov, in the Town Clerk's Office, Selectmen's Office, Post Office,}\\$

Bacon Free Library, and Morse Institute Library, and at one location in

each precinct.