

NATICK BOARD OF SELECTMEN
AGENDA
Edward H. Dlott Meeting Room
Monday, November 26, 2018
6:00 PM

Agenda Posted Wednesday, 11/21/18 at 4:08 PM

(Times listed are approximate. Agenda items will be addressed in an order determined by the Chair.)

1. 6:00 OPEN SESSION

Call to Order

2. 6:05 REQUESTED ACTION

- A. Adil Rakim, Pizza by Rocco: Application for Common Victualer's License
- B. Procurement Officer: Approve Contracts
 - a. Charles River Dam Project - Engineering Services
 - b. Complete Streets Tier 3 Project - Engineering Services
 - c. Replacement of Lift at Morse Library
 - d. Crack Sealing Renewal
 - e. Springvale Transfer Switches/4M Generator
- C. Town Engineer: South Main Street Roadway Project - Second Amendment to Contract
- D. Community & Economic Development Director: Approve CRT and Route 27 Contracts
 - a. CRT Beta Contract Amendment
 - b. Route 27 North Main Street Beta Contract Amendment
 - c. Route 27 North Main Street KP Law Engagement

3. 7:00 MEETING WITH MASSACHUSETTS LEGISLATORS - Senator Karen Spilka, Senator-Elect Becca Rausch, Representative David Linsky

4. 8:00 ANNOUNCEMENTS

- A. Town of Natick AAA Bond Rating
- B. Community Aggregation Program Savings
- C. Pearl Harbor Day Event
- D. Washington Ave Reconstruction
- E. Snow Plow Contractors Needed

F. Notice RE: Door Hangers - NOT FROM TOWN OF NATICK

5. 8:15 CITIZENS' CONCERNS

Any individual may raise an issue that is not included on the agenda and it will be taken under advisement by the Board. There will be no opportunity for debate during this portion of the meeting. Any individual addressing the Board during this section of the agenda shall be limited to five minutes.

6. 8:30 BOARD OF SELECTMEN UPDATES

A. Acquisition of 22 Pleasant Street - Status Update

7. 8:45 DISCUSSION AND DECISION

A. Capital Overview

B. Revise Composition of Economic Development Committee

8. 9:45 SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

9. 10:00 CONSENT AGENDA

A. Approve Meeting Minutes

a. 10/25/18

b. 10/29/18

B. Vote to Renew Licenses for 2019

a. Lodging House

b. Psychic Reader

c. Class I, Class II, Class III

d. Automatic Amusement

e. Daily & Sunday Entertainment

f. Common Victualer

g. Innholder

C. Approve Requests for Exemption from Town By-Laws Chapter 41, Section 4

a. Caroline Canney - Woodtrail Camp Counselor/ASAP Substitute Instructor

b. Sarah Farrell - Woodtrail Camp Counselor/ASAP Substitute Instructor

c. Christian Rodrigues - Guidance Counselor/Boys' Varsity Soccer Coach

d. William Gassett - DPW Station Operator/Assistant Varsity Baseball Coach

D. Approve Request to Occupy the Public Way for Meridian Lodge Blood Drive on 12/29/18

10. TOWN ADMINISTRATOR NOTES

11. SELECTMEN'S CONCERNS

12. CORRESPONDENCE

A. Correspondence 11/26/18

ROLL CALL VOTE TO ENTER EXECUTIVE SESSION

13. 10:15 EXECUTIVE SESSION (The Board will not return to Open Session)

This portion of the meeting is not open to the public.

- A. To consider the purchase, exchange, lease, or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body: Sawin House
- B. To discuss receipt of and response to Open Meeting Law Complaint - under purpose 1 (receipt of complaint against a public body)

NEXT MEETING DATES: Tuesday, 12/4; Monday, 12/10/18; Monday, 12/17/18

Agenda posted in accordance with Provisions of M.G.L. Chapter 30, Sections 18-25

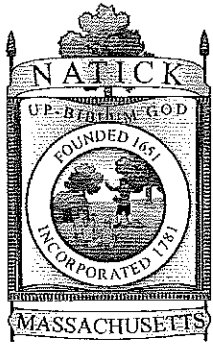
Meeting recorded by Natick Pegasus

ITEM TITLE: Adil Rakim, Pizza by Rocco: Application for Common Victualer's License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	11/21/2018	Cover Memo
Police Recommendation for Approval	11/21/2018	Cover Memo



Office Use Only:	
Date Pmt Rec'd: _____	Fee Paid: \$ _____ Check No: _____
Police Department approval issued <input type="checkbox"/>	Notes: _____
Meets applicable zoning bylaws <input type="checkbox"/>	_____
Certificate of Occupancy issued <input type="checkbox"/>	_____
Board of Health Permits issued <input type="checkbox"/>	_____
Board of Selectmen Decision Date _____	
Approved <input type="checkbox"/> Denied <input type="checkbox"/>	

TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

(Type or print clearly; illegible applications will not be accepted)

For Calendar Year: _____

Date Submitted: 11/07/2018 Fee: \$75.00

☒ 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

☐ Common Victualer with Liquor License

Name of Person, Firm, or Corporation Making Application:

Adi I Rakim

Name of Establishment (d/b/a) Pizza by Rocco

Address of Establishment 3 Union 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)

Email Address MRBakim 09 @Gmail.com Phone 857-763-8287

Manager of Establishment Rocco Rakim

Email Address _____ Phone _____

If Business is a Corporation, Corporate Name and Officers _____

If Business is an LLC, List of Members _____

Establishment's Days and Hours of Operation 7 days 10am - 11pm
Number of Staff 3 Number of Seats 8
Has a Certificate of Occupancy been issued? No If not, expected date of issuance 12/01/2018
Have Board of Health Permits been issued ? No If not, expected date of issuance 12/01/2018

Additional Information Requested by the Town of Natick Police Department for Background Check:

Applicant's Social Security Number or Employee I.D. Number [REDACTED]
Date of Birth 03/04/1989

I, the Undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge.

Tax Attestation: Furthermore, Pursuant to MGL Ch. 62C, Sec 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature of Applicant [Signature] Date 11/07/2018
By Corporate Officer _____ Date _____
(If applicable)

Please print and submit completed application and all required supporting materials as listed below to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Community & Economic Development Office (508-647-6450) and the Board of Health (508-647-6460), both located on the second floor of Town Hall, and the Town Clerk's Office (508-647-6430), located on the first floor of Town Hall, regarding any other zoning regulations, building requirements, permits, etc. pertaining to your application for a common victualer's license. A common victualer's license, if approved, will be issued only if all zoning regulations are met and a Certificate of Occupancy and Board of Health permits are issued.

Required documents:

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)

Personal Property List:

The following is a list of equipment and trade fixtures for Foticorp

Property Address: 3 Union Street
Natick, MA 01760

	Estimate \$
Stainless Fridge (2 Door Upright):	\$450
Stainless Sandwich Unit (Horizontal):	\$400
Stainless Pizza Prep Fridge:	\$550
5' Pizza Oven:	\$400

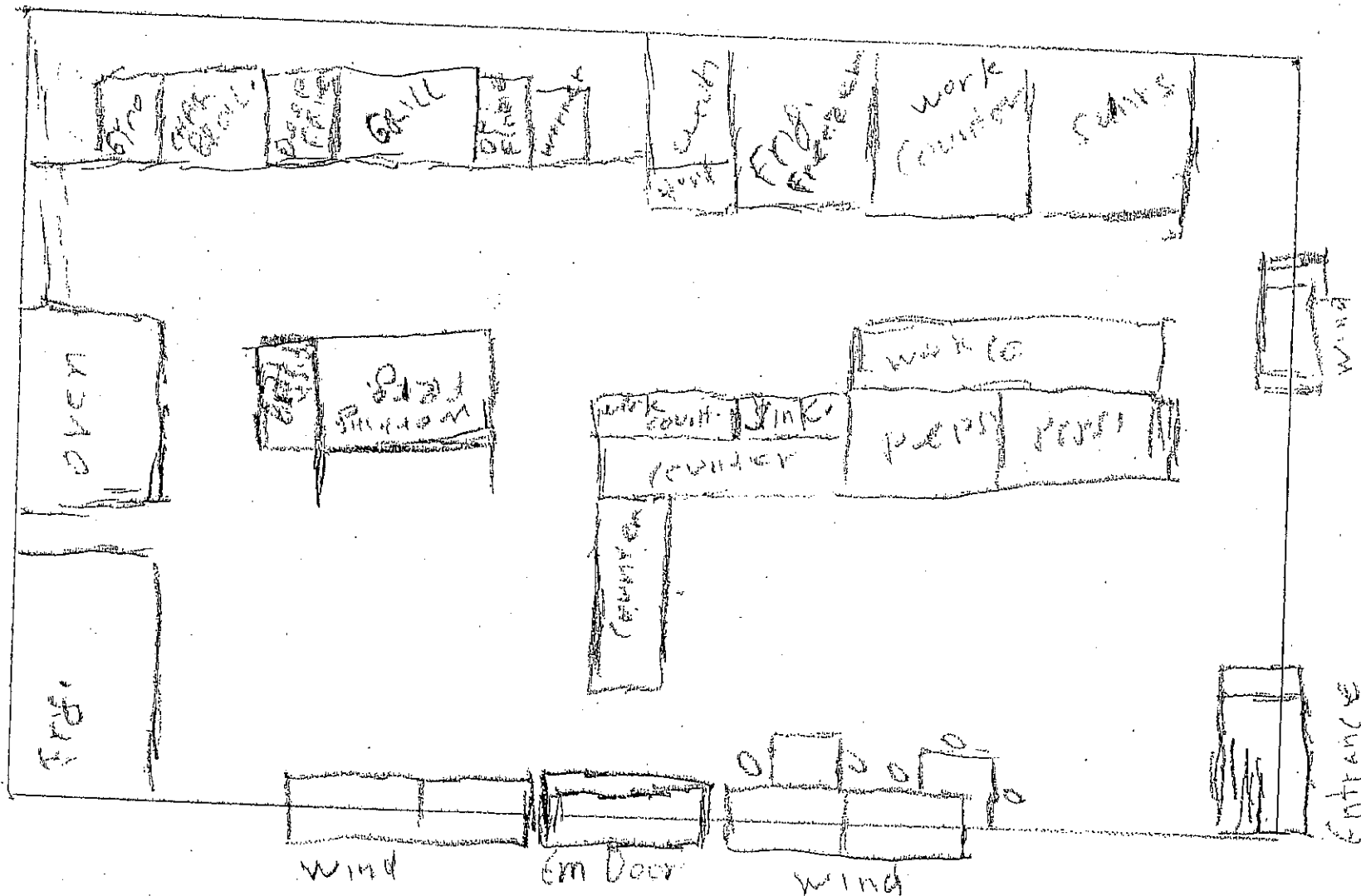
36" Griddle:	\$175
24" Fryolator:	\$150
3 Bay Sink:	\$250
Prep Sink:	\$50
Upright Freezer:	\$150

Slicer:	\$100
Upright Fridge:	\$300

Stainless Table:	\$125
Stainless Table:	\$125

CHAR BROILER	\$150

NATICK HOWS R



Town of Natick
DOING BUSINESS AS CERTIFICATE

FILING FEE: \$50.00

Business is owned by:

- ☒ Individual / Partnership
☐ Corporation
☐ LLC

Location is:

- ☒ Commercial address
☐ Residential address

☐ Renewal

This section to be completed by Town Clerk:

Date Issued: November 7, 2018

Certificate #: 229

Expiration Date: November 7, 2022
(valid for 4 years from date of issue)

In conformity with the provisions of MGL Chapter 110, Section 5, as amended, the under-signed hereby declare(s) that the following business is located in the Town of Natick

Business Name: Pizza by Rocco

Business Address: 3 Union St Natick, MA, 01760

Business Telephone: 857-763-8287 Business Fax: _____

Business Website: PizzabyRocco.com

Description of Business: Food Service / Pizza Shop

The signatories below acknowledge this Certificate is not proof of conformity to Zoning By-Laws or Board of Health Regulations. It is the responsibility of the applicant to contact the Building Inspector and Director of Public Health in order to comply with Town By-Laws, rules and regulations.

OWNER INFORMATION

If owned by a Corporation, must list CORPORATE NAME, address, and signature of Corp. Officer

Adil Rakim
Owner 1 (Printed Name)

Owner 2 (Printed Name)

32 Hickory RD Wellesley, MA
Owner 1 (Residence address)

Owner 2 (Residence address)

Adil Rakim
Owner 1 – Signature
(must be witnessed by Town Clerk or Notary Public)

Owner 2 – Signature
(must be witnessed by Town Clerk or Notary Public)

Then personally appeared before me the above-named _____
and made oath that the foregoing statement is true.

Adil Rakim

[Signature]
Natick Town Clerk / Town Clerk Representative

November 7, 2018
Date

A True Copy
Attest:

Diane B. Packer

Notary Public

Commission Expiration Date

This certificate registers the name of your business as required under MGL Chapter 110. This certificate does not trademark your business.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Agreement") is made this 12 day of November, 2018, by and between Kathleen H Russell, an individual located at 14 Morse Lane, Natick, MA 01760 ("Landlord") and Adil Rakim, an individual located at 32 Hickory Rd, Wellesley, MA 02482 ("Tenant"). In consideration of the mutual covenants herein contained, the parties agree as follows:

KR
AR 1. **Demised Premises.** The premises leased shall consist of a building (the "Real Property") located at 3 Union St, Natick, MA 01760 (the "Demised Premises").

KR
AR A) **Size of Premises.** The Demised Premises consists of approximately one thousand ninety five (1095) square feet and comprises approximately 100% of the total leasable area in the building or complex. The square footage of the Demised Premises shall be determined by measuring from the outside of all exterior walls to the centerline of any demising walls. Landlord's architect or building contractor may measure the Demised Premises to make a final determination of the size.

KR
AR B) **Reserved Uses.** Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the building or complex.

KR
AR C) **Common Area.** This Agreement and the Demised Premises does not include the use by Tenant of any Common Areas of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants.

KR
AR D) **Parking Spaces.** Landlord agrees that Tenant, including its guests, employees, agents, and customers, has the right to use any parking space(s) located in the adjacent surface parking lot. Tenant accepts and understands that parking privileges granted are personal to the Tenant and such parking privileges may not be assigned or sublet. Tenant will not pay Landlord a fee for the use of such parking privileges.

KR
AR E) **Storage Facilities.** This Agreement and the Demised Premises does not include the use of any storage facilities on the Real Property.

KR
AR 2. **Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.

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AR 3. **Term of Lease.** The term of this Agreement shall commence on December 1, 2018 ("Commencement Date") and ending at midnight on December 1, 2023 ("Termination Date"). 1st and last month rent due December 1, 2018

AR
INITIAL KR DATE 10/22/18
Commercial Lease Agreement (Rev. 133EE24)

Landlord's overhead and administrative expenses and/or require that all payments thereafter be bank certified or cashier's checks. In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.

LR
AR G) **Security Deposit.** Tenant shall, at the time of executing this Agreement, deposit with Landlord as a security deposit the sum of \$2,500.00, which amount shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement. Such deposit shall accrue interest for Tenant, shall not be considered a rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.

LR
AR H) **Holding Over.** If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be _____ times the Base Rent applicable immediately prior to the expiration of the Term.

LR
AR I) **First and Last Month's Rent.** Tenant shall provide first and last month's rent at the time of signing lease. The amount will be equal to the base monthly rent.

LR
AR 5. **Use, Occupancy and Condition of Premises.** With respect to use and occupancy:

LR
AR
KR
AR A) **Use and Occupancy.** Tenant shall use and occupy the Demised Premises for the commercial purpose of operation of a restaurant business, and related activities. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances. Tenant shall provide its own janitorial services. Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows:

LR
AR I. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord.

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AR
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AR INITIAL LR DATE 10/22/18
Commercial Lease Agreement (Rev. 133EE24)

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A-R

B) Environmental Restrictions. Tenant shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises.

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C) Condition and Acceptance of Premises. Tenant accepts the Demised Premises in their current condition and acknowledges that the Demised Premises is in good order and repair, unless otherwise indicated herein. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance of the Demised Premises. In addition, Tenant shall have a thirty (30) day waiting period to discover any defects and shall notify Landlord immediately of the same.

6. Property in Demised Premises. With respect to the property:

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A-R
KR
A-R

A) Right to Leasehold Improvements. All leasehold improvements (other than Tenant's trade fixtures), such as light fixtures and heating and air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Landlord. All Tenant's trade fixtures shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant shall not be allowed to remove all such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.

KR
A-R

B) Risk and Loss of Tenant's Personal Property. All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting,

- Paint, decorate, or in any way change the exterior (or the appearance) of the Demised Premises without prior written consent of Landlord.
- Remodel, make additions, alterations or structural changes to the interior of the Demised Premises without prior written consent of Landlord, which consent will not be unreasonably withheld; however, the Tenant is permitted to paint and decorate the interior of the Demised Premises without prior consent of Landlord.
- Enter upon the roof or install or place any equipment, lines, wires, displays, advertising or anything else whatsoever thereon without the prior written consent of Landlord, which consent may be denied, conditioned or withheld at Landlord's sole discretion.

KR AR D) No Liens Permitted. No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within sixty (60) days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

KR AR 8. Insurance and Indemnification. With respect to insurance and indemnification:

KR AR A) Tenant's Public Liability and Property Damage Insurance. Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance to include Landlord as an additional Insured, to be carried with an insurer and to have a minimum aggregate policy in the amount of no less than **\$ 250,000.00** and a deductible no greater than **\$ 1000.00**

B) Certificate of Insurance. Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage which provides that such policies may not be canceled on less than thirty (30) days prior written notice to Landlord. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent.

KR AR C) Landlord's Insurance. Landlord shall keep the Real Property (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and

- Sewage Disposal

In turn, Landlord will be responsible for making payments for the following utilities:

11. Access, Surrender, and Assignment. With respect to access, surrender, and assignment:

A) Access. Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.

B) Surrender. Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

C) Removal and Restoration. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.

D) Assignment and Subletting. Tenant will not assign this Agreement as to any portion or all of the Demised Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Demised Premises.

12. Damage to Premises. With respect to damage to the Premises:

A) Substantial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed _____ of the then replacement value thereof, then the parties may, at their option, within _____ days after the occurrence of such casualty, terminate this Agreement upon written notice.

B) Partial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than _____ of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore shall not be limited to restoring the structural portions of the Demised Premises and shall include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon

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KR
AR B) **Condemnation Award.** All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

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AR 14. **Insolvency and Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

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AR 15. **Default.** With respect to default:

A) **Rights in Event of Default of Tenant.** If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after thirty (30) days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.

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AR B) **Costs and Payment of Rents.** Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same

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Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the agreements contained herein.

KR C) **Notices and Certificates.** All notices given under this Agreement must be in writing. A notice is
AR effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal Service.

KR D) **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties
AR hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

KR E) **Governing Law.** The terms of this Agreement shall be governed by and construed in accordance
AR with the laws of the Commonwealth of Massachusetts, not including its conflicts of law provisions.

KR F) **Dispute Resolution.** Any dispute arising from this Agreement shall be resolved through mediation.
AR If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

KR G) **Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from
AR doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

KR H) **Complete Agreement.** This Agreement contains a complete expression of the agreement between
AR the parties and there are no promises, representations or inducements except such as are herein provided.

KR I) **Successors in Interest.** The covenants, agreements, terms, conditions and warranties of this
AR Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.

AR
KR
INITIAL KR DATE 10/22/18
Commercial Lease Agreement (Rev. 133EE24)

GENERAL INSTRUCTIONS

WHAT IS A COMMERCIAL LEASE AGREEMENT?

A Commercial Lease Agreement is a formal document between a landlord and a tenant to rent business property. If the tenant plans to operate a company on the premises, a Commercial Lease Agreement allows both parties to formalize their leasing relationship through a legally recognized document.

Often times, the property leased can be a simple office, an entire building, a retail store, a new restaurant, or even a large warehouse for industrial purposes like a manufacturing factory or self-storage facilities. If the property leased is part of an entire building, the landlord can address special concerns and duties about common areas like parking spaces or lobby.

WHEN IS IT NEEDED?

If you're a small business owner needing office space or wanting to rent out spaces in your building, a Commercial Lease Agreement is needed to memorialize everyone's obligations and clarify expectations. When negotiating this kind of agreement, both the landlord and tenant should clarify any concerns they may have about how the space will be used and what is needed for business operations.

OTHER NAMES

As a reference, a Commercial Lease Agreement can also go by the following names:

Business Lease; Industrial Lease; Lease Agreement for Office Space; Office Space Agreement; Property Lease Agreement; Real Estate Lease; Standard Commercial Lease

WHAT SHOULD BE INCLUDED

A simple Commercial Lease Agreement will identify the following basic elements:

- **Landlord:** the party renting out the commercial property for money
- **Tenant:** the party operating a business and paying for the leased property
- **Term:** the number of years or months the physical space will be needed
- **Demised Premise:** space actually being rented out by the Tenant like a store in the mall, and whether you have access to services like parking, cleaning, security, snow removal/landscaping, and heating/air conditioning
- **Real Property:** the entire property owned by the Landlord like a shopping mall and includes shared common areas like walkways and parking lots that will be used by other tenants
- **Base Rent:** the starting cost of leasing the space on a monthly or annual basis
- **Operating Costs:** Landlords may ask Tenants to share in the cost of operating the entire building and maintaining common places like real property taxes, shared utilities, collective advertising costs
- **Security Deposit:** money given to Landlords to demonstrate Tenants good faith efforts to not break the lease early or irreparably damage the property
- **Property Use and Occupancy Details:** both parties can clearly describe what is and is not allowed in the space rented and in common areas
- **Improvements:** if the Tenant plans on operating a restaurant in the Demised Premises, both parties should clarify who is responsible for paying and overseeing the construction project



Patricia O'Neil <poneil@natickma.org>

Fwd: Pizza by Rocco

1 message

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

Tue, Nov 20, 2018 at 4:20 PM

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

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

From: **Brian Lauzon** <lauzon@natickpolice.com>
Date: Fri, Nov 9, 2018 at 5:51 PM
Subject: Re: Pizza by Rocco
To: Donna Donovan <ddonovan@natickma.org>

Donna,

After reviewing the background of the applicant, we would recommend that the BOS approved this application for a common victualer's license.

Respectfully,

Lt. Brian G. Lauzon

On Thu, Nov 8, 2018 at 3:49 PM, Donna Donovan <ddonovan@natickma.org> wrote:
Hi Brian,

Please see the attached CV application.

Thank you.

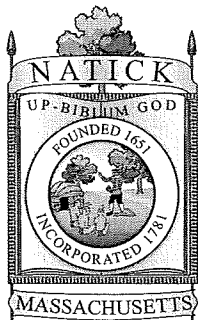
Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

ITEM TITLE: Procurement Officer: Approve Contracts

ITEM SUMMARY: a. Charles River Dam Project - Engineering Services
b. Complete Streets Tier 3 Project - Engineering Services
c. Replacement of Lift at Morse Library
d. Crack Sealing Renewal
e. Springvale Transfer Switches/4M Generator

ATTACHMENTS:

Description	Upload Date	Type
Charles River Dam-Award Recommendation & Contract	11/19/2018	Cover Memo
Complete Streets Tier 3-Award Recommendation & Contract	11/19/2018	Cover Memo
Crack Sealing-Recommendation & Notice of Renewal	11/19/2018	Cover Memo
Morse Library Lift-Award Recommendation & Contract	11/20/2018	Cover Memo
Morse Library Lift-Fawcett-Comm of MA	11/20/2018	Cover Memo
Springvale-Award Recommendation & Contract	11/19/2018	Cover Memo
Springvale IFB-Part 1	11/19/2018	Cover Memo
Springvale IFB-Part 2	11/19/2018	Cover Memo
Springvale IFB-Part 3	11/19/2018	Cover Memo
Springvale-Stamped	11/19/2018	Cover Memo
Springvale-Haley & Ward	11/21/2018	Cover Memo
Springvale-Notice of Award	11/21/2018	Cover Memo
Springvale-Canvas of Bids	11/21/2018	Cover Memo



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator - Operations
Jeremy Marsette, Director, Natick Public Works
William McDowell, Town Engineer

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: November 5, 2018

SUBJECT: CONTRACT AWARD
Charles River Dam

Informal, non-written pricing by DPW reveals that Environmental Partners Group, Inc. is the ideally competitive firm to perform engineering services during the Charles River Dam Project in the Town of Natick.

State statute exempts the procurement of these types of engineering services from the Uniform Procurement Act, M.G.L. c. 30B. See M.G.L. c. 30B, §1(b) (32A), which exempts the services of architects, engineers, and related professionals. (Parenthetically, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.*, does not apply, since no vertical structure is implicated.) Essentially, therefore, there is no statutorily-prescribed procurement process that would govern.

GZA GeoEnvironmental, Inc. is a responsible and responsive firm and has offered what DPW considers to be a reasonable sum for the purposes.

We respectfully request that Natick Board of Selectmen award GZA GeoEnvironmental, Inc., a contract, in the form of the attached, to perform the services outlined in Attachment A1 to the Contract, at the hourly rates for a sum not to exceed \$141,400.00 for such services, plus expenses as outlined therein.

The funding to cover this comes from the following sources:

Town Capital Appropriation - 2018 Spring ATM Article 14B "Charles River Dam Repair"
Item 1 (Part of \$675,000.00) – Tax Levy Borrowing

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES DURING
THE CHARLES RIVER DAM IMPROVEMENT PROJECT IN THE TOWN OF
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This Contract is made this twenty-sixth day of November, 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 GZA GeoEnvironmental Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a corporate office located at 249 Vanderbilt Avenue, Norwood, MA 02062 (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, regarding the subject matter or partial subject matter of this Contract, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide engineering services for the Charles River Dam Improvement Project in the Town of Natick, Massachusetts, as set forth in Attachment A1.

2. Standard of Care

The Contractor shall exercise the degree of skill, care and diligence ordinarily performed by qualified professionals performing the same type of services at the same time under similar conditions and with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

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

4. Order of Priority of Contract Documents

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.

5. Payment

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In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the hourly rates, on a time and materials basis, and direct expenses as set forth in Attachment A1; provided, however, that the fee for such services shall not exceed one hundred forty-one thousand four hundred dollars and zero cents (\$141,400.00). This fee is based on Contractor's anticipated scope of work outlined in Attachment A1, which represents Contractor's best judgment at the time of contract execution as to the efforts required to achieve the stated objectives. However, unforeseen conditions, which become evident during the course of the project may alter or increase the scope of work required. Contractor will notify the Town in writing of any conditions requiring an increase in scope and budget for approval prior to Contractor proceeding.

This Contract is a fixed rate/fixed price contract, subject to the above; and, therefore, miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. However, the Town shall compensate the Contractor for those direct expenses originally contemplated and accounted for in the execution of the professional services associated with this contract. 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 Contract, 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 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

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CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES DURING
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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

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

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

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commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

- e. Professional Liability Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of insurance shall remain in effect for at least six (6) years following the termination of this Contract.
- f. The 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 or the Contractor 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 Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. 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 Contract.
- 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) 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

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termination thereof.

9. Indemnification

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 to the extent caused by breach by the Contractor of its obligations under this Contract, or to the extent caused by the willful misconduct or negligent 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 willful misconduct or negligent 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 any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit and pursuant to the indemnity obligations herein.

10. No Personal Liability

Neither party, 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 either party 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 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

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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 and/or Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or 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 Contract and during all hours of work under this Contract. 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 Contract. 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 Contract.

16. No Smoking

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

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, if requested by the Town, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to

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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 or such longer period agreed to by both Parties, 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.

Town of Natick, Massachusetts
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- 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.

20. Notices

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

If to the Town: Melissa A. Malone
 Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L. North, Esq.
 Murphy, Hesse, Toomey & Lehan, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor: Peter H. Baril, P.E.
 Vice President
 GZA Geoenvironmental Technologies, Inc.
 249 Vanderbilt Avenue
 Norwood, MA 02062.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner

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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 entry 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

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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. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- l. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- m. 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.
- n. 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.
- o. This Contract may be amended only by written consent of the parties.
- p. 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.
- q. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in

Town of Natick, Massachusetts
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construing provisions of this Contract.

- 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.

22. Limitation of Damages

Neither the Town nor the Contractor shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected to this Contract or the performance of the services on this Project. This mutual waiver includes, but is not limited to damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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Town of Natick, Massachusetts
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The Town of Natick, Massachusetts

GZA Geoenvironmental Technologies, Inc.,

by: the Natick Board of Selectmen

by:

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES DURING
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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of _____
_____, (Title) (Corporation Name)

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

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

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

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

Signature

Printed Name

Printed Title

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

Town of Natick, Massachusetts
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ATTACHMENT A -1.

The Contractor (GZA) shall furnish engineering services to the Town of Natick, Massachusetts as follows:

GZA shall provide engineering for the Charles River Dam Project through permitting, final design, and preparation of bid documents for Phases I and II. Its scope for bid administration applies for the Phase I repairs only. If so requested by the Town, GZA shall provide its scope and fee for Engineering Services During Construction, including Resident Field Engineering, as a separate proposal.

TASK 1 – PROJECT KICK OFF MEETING AND REVIEW OF EXISTING INFORMATION

Upon notice to proceed, GZA shall meet with Town Engineering staff at a kick-off meeting to discuss various technical and project management issues, including the following:

- Pertinent existing data needs;
- Present overview of proposed design objectives and engineering methodologies;
- Provide overview of project schedule (i.e. key milestones, timing of deliverables, advertising and construction notice to proceed, etc.);
- Final bid document formats and contents; and
- Project liaison, project administration, invoicing procedures, etc.

At this kick-off meeting, GZA shall expect to gather all pertinent information regarding the project to be made available by the Town of Natick. This information shall be reviewed by GZA and shall include (as available) original design drawings, subsurface information, hydrological data, and other pertinent information which may be present in Town file archives. This review shall also encompass GZA's previous project files for the dam. Most importantly, this existing information includes GZA's detailed evaluation and computations related to embankment stability (including boring logs) and spillway capacity/overtopping potential. This engineering information shall form the basis of GZA's Engineering Design Report, which shall be submitted as part of the Dam Safety Chapter 253 Permit Application to the Massachusetts Department of Conservation & Recreation (DCR).

As part of this task, GZA shall make a brief visit to the dam site with Town personnel, to observe current conditions and to discuss the various deficiencies and associated rehabilitation design concepts.

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TASK 2 – WETLAND SURVEY & TOPOGRAPHIC BASE MAP

Delineation of Resource Areas

GZA shall examine the MassGIS layer for wetlands, threatened and estimated habitat for any potential special wildlife concerns. The information developed in this sub-task shall be shown on the conceptual and design plans where appropriate and included in the Final Reports and permitting documentation.

A GZA wetland scientist shall delineate the wetland resources areas near the structures as per the methodologies specified by the MADEP and the USACE. Bank, BVW, and other limits shall be flagged such that the locations can be readily noted during the site survey. Field identification sheets and photo documentation shall be completed. GZA in-house personnel shall conduct a horizontal survey of the wetland flagging and include this as an overlay to the existing topographic base map. Given the potential for disturbance of bank during the work of the project, the GZA scientist shall also complete a wildlife habitat assessment necessary for submission with the Notice of Intent to the Natick Conservation Commission.

Topographic Survey

As part of the Phase II engineering assessment of the dam, GZA had subcontracted the services Norwood Engineering Co., Inc. to produce a detailed topographic map of the dam and appurtenant structures. The drawing was produced in 2009 at an original scale of 1" = 20', with 2-foot contour intervals. The vertical datum is NAVD29. A property line survey was not performed as part of this original topographic survey. However, it is not required for the final design effort, in GZA's opinion.

GZA shall perform a limited number of soundings and hand-driven sediment probes upstream of the embankment to develop approximate information on the slope and thickness of soft sediment upstream of the dam which will be pertinent in establishing performance requirements for water control during construction. GZA anticipates five (5) soundings/probes at three (3) sections - up to fifty (50) feet upstream from the top of dam.

TASK 3 – FINAL DESIGN AND DEVELOPMENT OF PLANS AND SPECIFICATIONS

GZA shall develop design plans and specifications for the full rehabilitation of the Charles River Dam (i.e. both Phase I and II repairs). This shall provide certain cost efficiencies and eliminate duplication in the preparation of the drawings and technical specifications. However, it is understood that the Town intends to bid the project in two separate and distinct contracts for Phase I and then, Phase II rehabilitation. GZA shall, therefore, arrange the drawings and specifications such that Phase I and II work is delineated and defined so that the same package can be used for each of the two bid phases with minimal modification. GZA has assumed the Town will prepare up-front boilerplate contract documents for each

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phase, and GZA shall provide technical specifications only. Drawings shall first be prepared to a seventy-five percent (75%) level and shall be presented to the Town for review. Drawings at this level shall be intended to describe the full extent and intent of the project to the Town and other stakeholders. Following input from Town, GZA shall finalize the plans to the one hundred percent (100%) complete level.

GZA anticipates the following plan sheets to be necessary:

1. Title/Cover Sheet;
2. General Notes and Legend;
3. Existing Conditions Plan and Resource Area Delineation;
4. Sediment, Erosion, and Water Control Plan;
5. Site Temporary Access and Staging Areas;
6. Final Conditions & Grading Plan;
7. Typical Cross Sections of Embankment Modifications;
8. New Slide gate mechanical and structural details; and
9. General Details including miscellaneous stone masonry repairs.

As previously mentioned, the design for Charles River Dam shall document the design basis and provide backup computations, in a design report. This design report shall also serve as the primary document for submission with the Chapter 253 permit application package.

At the 75 percent and 100 percent stages, GZA shall also provide an engineer's estimates for proposed construction costs. GZA's cost estimates shall be based on GZA's quantity take-offs and on unit prices based on its recent experience with other dam rehabilitation projects, published MassDOT Bid tabulations, and general cost estimating guidance. As it is the Town's intention to bid the phased repairs in two separate contracts, GZA shall provide separate engineering cost estimates for the Phase I and Phase II rehabilitation projects. GZA assumes this project will be bid under M.G.L. Ch. 30 § 39M, and that the Town will supply the up-front boilerplate section of the specifications including Forms for Bid, Agreement and Bonds, etc.

GZA shall develop specifications suitable for bidding and construction purposes for the rehabilitation of the dam. GZA shall prepare technical specifications for the project to describe the work and the basis of measurement and payment for individual pay items. GZA envisions that specifications under Division 1, Division 2, Division 3, Division 4, Division 11 and Division 34 (as per CSI 2015 standard format) will be necessary.

Two (2) hard copies of the final contract document set (i.e. plans and specifications) shall be stamped and signed by a Professional Engineer licensed in the Commonwealth of Massachusetts. GZA shall provide one CD with the final plans and specifications. The plans shall also be provided in AutoCAD format. The final specifications shall be provided in Microsoft Word (Windows 2016) format.

Deliverables:

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- Design Reports (four (4) hard copy sets + .pdf versions).
- Draft Technical Specifications and Drawings (.pdf version).
- Final Technical Specifications and Drawings (two (2) hard copies + .pdf version).
- Engineers Cost Estimate at 75 percent and 100 percent (.pdf versions).

TASK 4 – ENVIRONMENTAL PERMITTING ASSISTANCE

GZA shall prepare permit applications and required accompanying documents on behalf of the Town for required construction permits for Charles River Dam. The plans for rehabilitation shall be advanced to 75 percent completion level for use in the permit applications. GZA anticipates that the Town will provide property information (book and page) for the site.

GZA anticipates that the following permits will be required for rehabilitation of Charles River Dam:

- Massachusetts Environmental Policy Act (MEPA) approval – GZA does not currently anticipate that the dam rehabilitation project will exceed any MEPA thresholds for mandatory ENF and/or EIR. GZA proposes to only informally notify the MEPA office by letter. If the Town wishes, GZA could also request a formal Advisory Opinion from the MEPA office.
- Chapter 253 Dam Safety Repair Permit (Office of Dam Safety) – GZA shall prepare an application to repair the Dam. The finalized Design Report shall be used to support this permit application.
- Wetland Protection Act (WPA) Notice of Intent (Natick Conservation Commission / MADEP) – GZA shall prepare a NOI requesting a full Order of Conditions (OOC) authorizing the repairs to the Dam. The NOI shall discuss impacts to resource areas. The application shall be filed with the Town of Natick Conservation Commission. “Limited project status” shall be sought.
- Project Notification Form (Massachusetts Historical Commission) – Because the project will require a state permit (Chapter 253), a Project Notification Form (PNF) will need to be filed with the Massachusetts Historic Commission. GZA shall prepare the PNF. GZA shall report any historic information which is available but will not do any special research. GZA’s role shall be to complete the form in the proper format, provide maps, photos, and figures, and reproduce the documentation. GZA has assumed that no special historical documentation or mitigation will be necessary.
- Section 404 Permit – Under the new General Permit (GP) system for Massachusetts created by the US Army Corps of Engineers (USACE), projects shall be reviewed by the applicant for meeting criteria for notification of the USACE under 22 General

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Permits. GZA believes that this project will fall primarily under the Self-Verification Eligible category of GP1. GZA shall consult with the USACE to confirm this opinion. GZA shall prepare and submit a Self-Verification Notification Form. If necessary, GZA shall prepare and submit Pre-Construction Notification application to the USACE under the applicable GPs. This self-verification shall be contingency upon receiving a statement of “no impact” or a memorandum of understanding from MHC.

- Section 401 Water Quality Certification (MassDEP) – Although GZA does not anticipate that the excavation of sediment will be required for rehabilitation of the dam, the MassDEP may require a Water Quality Certification (WQC) for excavation below the water table or within wetlands. At this time, GZA anticipates some minor excavation along the upstream face of the dam might be needed to facilitate rehabilitation of the outlet systems and placement of protective rip-rap. Additionally, minor excavation may be needed along portions of the embankment toe to place protective rip-rap. GZA shall consult with the MassDEP as to whether a Section 401 permit is required for this work, but GZA currently believes that the OOC will serve as GZA’s WQC. As part of this effort GZA shall request a waiver of replacement of boarding vegetative wetlands lost, if any. If not, GZA shall prepare and apply for either an Excavate/Fill Permit or a Dredge Permit. GZA’s scope of work does not currently include the preparation of an Excavate/Fill Permit or any sediment quality testing.

GZA does not believe the following permit are required for the reconstruction of the dam:

- Chapter 91 Waterways Office Notification Letter (MassDEP) – GZA has preliminarily reviewed the project in reference to Massachusetts Waterways Regulations. It is GZA’s opinion that any proposed activities at the dam do not require a Chapter 91 license or permit, as per the provisions contained 310 CMR 9.05(3)(g)(4) of the Chapter 91 regulations. Replacement is anticipated to be generally within the current footprint and will not adversely affect navigation. However, it is noted that this structure is unlikely to have been licensed in the past and DEP may take this opportunity to request the DCR obtain a license. At this stage, GZA proposes to only to prepare and submit a notification letter to the DEP Waterways office.

While the area of disturbance may not exceed one acre, GZA intends to prepare the Contract Documents to require the construction contractor to prepare a NOI and SWPPP as required by EPA under the NPDES Construction Permit. The intent is to use authorization under this permit to also cover dewatering actions within cofferdam areas. It is GZA’s experience that it is often beneficial for the Owner to prepare a SWPPP which is provided to the Contractor in the Contract Documents. This strategy shall allow the Town to submit an NOI as Owner prior to issuing the NTP to the contractor, thus reducing potential delays in the start of construction due

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to the required wait time after filing. The project Contractor can then use the SWPPP as the basis of his filing. GZA shall prepare a SWPPP for the project.

GZA has anticipated attendance at up to three (3) meetings or hearings in support of permitting efforts for this project. Once issued, GZA shall assist the Town in recording the various permits at the Registry of Deeds. GZA has budgeted an allowance of one thousand dollars and zero cents (\$1,000.00) for permit advertising, fees, and recording costs.

Deliverables:

- Draft Permits (.pdf version of each permit).
- Final Permits (.pdf version of each permit submitted to appropriate agencies).

TASK 5 – BID ADMINISTRATION ASSISTANCE

GZA shall assist the Town in the bidding process for the Phase I Rehabilitation Contract by (1) attending a pre-bid meeting at the site; (2) considering Requests for Information (RFI) and issuing Clarifications and Addendums, as needed; (3) tabulating the bids; (4) checking references of the apparent low bidder; (5) issuing an opinion memo regarding the responsiveness of the bidders; and (6) issuing a recommendation regarding the acceptance of the apparent low bidder.

TASK 6 – PROJECT MANAGEMENT

This task shall encompass GZA's efforts to manage the project, coordinate with Town staff, and report on project progress to Town management, including:

Project Management – Review of schedule, deliverables, and budget.

Design Phase Project Meetings - GZA has budgeted for its attendance at up to three (3) meetings with Town to review plans or discuss project progress, including at the conclusion of the investigatory phase.

Budget Management & Reporting - GZA shall regularly provide Town with updates on the project budget as part of each monthly progress report / invoice.

PROPOSED PROJECT SCHEDULE

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GZA proposes the following project schedule:

Notice to Proceed	Late September 2018
Complete field work; Initial site kick-off meeting	Mid October 2018
75% Design plans complete; Permits submitted	Mid December 2018
Near final plans and specifications complete	End February 2019
Permits secured	End May 2019.

BASIS OF BILLINGS

Billings shall be based upon an actual accrued time and materials basis in accordance with the Schedule of Fees below. Estimated budgets, by task, for the scope of services, above, are as follows:

1. Kick-off meeting and review of existing information	- \$ 7,600.
2. Wetland survey	- \$ 4,400.
3. Final design	
Final design evaluations	- \$12,500
Phase 1 drawings	- \$30,100
Phase 1 drawings	- \$28,500
Phase 1 & 2 specifications	- \$16,500
4. Environmental permitting assistance	- \$22,800
5. Bid administration assistance	- \$ 7,200
6. Project management	- \$11,800

Total \$141,400.00 estimated budget for not to exceed figure - \$141,400.00

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SCHEDULE OF FEES

GZA Provides the following schedule of fees

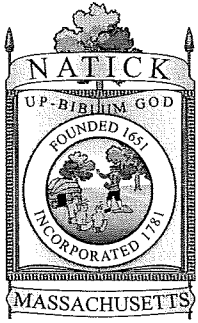
Labor	Per Hour Charge
Field Technician II	\$90/hr.
CAD/Technical Designer	\$95/hr.
Field Technician I	\$95/hr.
Technical/Administrative Support	\$95/hr.
Engineer/Scientist/Geologist II	\$95/hr.
Engineer/Scientist/Geologist I	\$105/hr.
Assistant Project Manager	\$130/hr.
Senior CAD/Technical Designer	\$130/hr.
Project Manager/Technical Specialist	\$165/hr.
Senior Project Manager/Technical Specialist	\$175/hr.
Senior Consultant	\$180/hr.
Associate Principal	\$205/hr.
Principal	\$225/hr.
Senior Principal	\$255/hr.
Outside services and subcontractors	Cost plus 10%
Expenses	Cost plus 10%

Expenses shall include the following:

Rental of specialized field/monitoring equipment and vehicle charges based upon standard unit rates
Transportation, lodging, and subsistence for out of town travel
Printing/reproduction/wide-format screening
Express mail/shipping charges
Personal vehicle travel at IRS rates

Long distance, local, and cellular telephone facsimile, and postage (via USPS) are included in a flat rate communication fee of three percent (3%) per invoice on labor only.

The above rates for technical/support personnel shall be charged for actual time worked, including travel time from the company office to the job or meeting site and for the return trip. For work requiring out-of-town overnight stay, the minimum charge shall be eight (8) hours per day. Overtime for non-exempt personnel shall be 1.5 times the standard rate. A fifty percent (50%) premium will be added for expert witnesses and services, provided that the Town shall have the right to approve any and all such expenses, as well as all other special services, in advance.



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator - Operations
Jeremy Marsette, Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: November 10, 2018

SUBJECT: CONTRACT AWARD
Complete Streets Tier 3 Engineering Services

Informal, non-written pricing by DPW reveals that Environmental Partners Group, Inc. is the ideally competitive firm to perform engineering services for the Complete Streets Project in Natick.

State statute exempts the procurement of these types of engineering services from the Uniform Procurement Act, M.G.L. c. 30B. See M.G.L. c. 30B, §1(b) (32A), which exempts the services of architects, engineers, and related professionals. (Parenthetically, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.*, does not apply, since no vertical structure is implicated.) Essentially, therefore, there is no statutorily-prescribed procurement process that would govern.

Environmental Partners Group, Inc. is a responsible and responsive firm and has offered what DPW considers to be a reasonable sum for the purposes.

We respectfully request that Natick Board of Selectmen award Environmental Partners Group, Inc., a contract, in the form of the attached, to perform engineering services as outlined in Attachment A1 to the Contract, for a sum of \$43,300.00.

The funding to cover this comes from the following sources:

\$43,300.00 – Chapter 90 Monies – DPW - \$43,300.00

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This Contract is made this twenty-sixth day of November, 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 Environmental Partners Group, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with an address of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (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, regarding the subject matter or partial subject matter of this Contract are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide engineering services for the Complete Streets Tier 3 Project in the Town of Natick as summarized in Attachment A1.

2. Standard of Care

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

3. Term

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

4. Order of Priority of Contract Documents

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.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the lump sum price of forty-three thousand three hundred dollars and zero cents (\$43,300.00).

This Contract is a fixed rate/fixed price contract, subject to the above; 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

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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 Contract, 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 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.

Town of Natick, Massachusetts
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8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. Professional Liability Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of insurance shall remain in effect for at least six (6) years following the termination of this Contract.
- f. The 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 or the Contractor 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 Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. 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 Contract.

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- 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) 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 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 to the extent caused by the willful or negligent 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 willful or negligent 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 party, 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 either party 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 this Contract. The Contractor has entered into this Contract in reliance on its own examinations

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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 and/or Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or 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 Contract and during all hours of work under this Contract. 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 Contract. 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 Contract.

16. No Smoking

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

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, if requested by the Town, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to

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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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

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

20. Notices

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

If to the Town: Melissa A. Malone
 Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L. North, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor: Paul F. Gabriel, President
 Environmental Partners Group, Inc.
 1900 Crown Colony Drive, Suite 402
 Quincy, MA 02169.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
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- 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 entry 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. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
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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.

- l. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- m. 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.
- n. 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.
- o. This Contract may be amended only by written consent of the parties.
- p. 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.
- q. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- 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.

22. **Limitation of Damages**

Neither the Town nor the Contractor shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected to this Contract or the performance of the services on this Project. This mutual waiver includes, but is not limited to damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
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agencies.

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Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

The Town of Natick, Massachusetts

Environmental Partners Group, Inc.

by: the Natick Board of Selectmen

by:

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of _____

(Title) (Corporation Name)

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

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

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

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

Signature

Printed Name

Printed Title

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

ATTACHMENT A -1.

The Contractor shall furnish the following engineering and supplemental services in connection with the Complete Streets Project in the Town of Natick.

Project Rank #7 - Campus Drive/West Street Corridor Improvements:

Southern West Street segment (from north of South Main Street to Campus Drive):

- Reconstruct fourteen (14) isolated non-ADA compliant curb ramps
- Install a curb extension with a wheelchair ramp on the eastern side of West Street (at the existing marked crosswalk adjacent to the baseball field) and construct a receiving curb ramp along the western side.
- Install sharrow (bicycle) pavement markings and signage along both directions of West Street.

Campus Drive (from West Street to approach to Pond Street):

- Reconstruct the existing asphalt sidewalk along the western side of Campus Drive; existing granite curbing is anticipated to be retained
- Install buffered two-directional bicycle lane on the western side (adjacent to the sidewalk) within the existing roadway width

West Street (from Campus Drive to approach to Oakland Street)

- Reconstruct the existing asphalt sidewalk along the northern side of West Street; existing granite curbing is anticipated to be retained
- Install five (5)-foot-wide bicycle lane with signage for the westbound one-way segment

Project Rank #13 - Newfield Drive Corridor Improvements:

Newfield Drive (from Route 135/ West Central Street to Thoreau Court)

- Install five (5)-foot-wide bicycle lanes with signage in both directions
- Install MUTCD-compliant pedestrian crossing warning signs along both approaches to the existing crosswalk at the Newfield Drive at Silver Hill Lane intersection
- Install vehicle-scale street lighting at the crosswalk
- Install pedestrian-scale street lighting along one side of Newfield Drive between Route 135 and Thoreau Court, adjacent to the existing sidewalk.

Roadway reconstruction and drainage modifications of the above mentioned project locations are not anticipated as part of this project.

Town of Natick, Massachusetts
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In order to meet these objectives we proposed the following Scope of Services; **SCOPE OF SERVICES:**

1. Topographic Survey and Base Plan Preparation (Southern West Street Segment)

- a. A topographic survey will be performed to generate a base plan suitable to design the proposed fourteen (14) isolated curb ramps and the curb extension along the southern segment of West Street mentioned above. For each of the locations, the survey will include approximately twenty-five (25) feet along either side of the existing curb ramp and will extend ten (10) feet in front and behind the curb ramp. The remaining areas of the project will utilize approximate available base plans, GIS or aerial photography; additional topographic survey in these areas is not anticipated.
- b. Where topographic survey is performed, the base plan will be prepared in AutoCAD format and will include all pertinent physical features within the survey limits. The survey will include a detailed and accurate grading model, compatible with Civil 3D which will be reviewed by Environmental Partners. Elevations will be provided at pertinent physical features including the back of sidewalks, curb ramps, curb line and portion of the roadway.
- c. All visible existing utilities within survey limits will be shown. Since the topographic survey involved in this project is solely for curb ramps reconstruction, underground utility information is not anticipated to be required for this project.
- d. It is understood that all information that the Town has available relative to the project (i.e., existing plans and GIS mapping data, etc.) will be provided to Environmental Partners at no cost so that the work may be properly reviewed. Police details will be provided by the Town as required.
- e. Right of Way information will be researched and compiled from the Assessors' office, Department of Public Works, MassDOT and the Registry of Deeds to obtain available information relative to roadway layout lines, property lines and baseline information. Approximate Right-of-way (ROW) boundaries within the survey limit will be established by locating physical monuments if any within the survey limit in combination with referencing state, county or town survey plans of record. Property sidelines that falls within the survey limits will be shown in approximate locations based on available information and field-located evidence.
- f. All horizontal and vertical control will be connected to the Massachusetts Grid System by GPS.

2. Base Plan Preparation (Northern West Street Segment, Campus Drive & Newfield Drive)

- a. The design of proposed improvements along the northern West Street segment, Campus Drive and Newfield Drive will utilize approximate available base plans, GIS or aerial photography; additional topographic survey in these areas is not anticipated.
- b. Environmental Partners will field measure key components to verify minimum (ADA) sidewalk width, to establish bicycle and vehicular lane widths along Campus Drive and to quantify construction impacts for the construction cost estimate.

3. Design of Complete Streets projects

- a. Environmental Partners will advance on the Preliminary Design of the Complete Streets projects as follows:

- Southern West Street Segment: The above topographic base plan will be used to design the fourteen (14) isolated curb ramps and the curb extension along the southern West Street segment in compliance with ADA requirements as well as recommendations from the Town

Town of Natick, Massachusetts
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- Northern West Street Segment and Campus Drive: Environmental Partners will utilize approximate available base plans, GIS or aerial photography and field measurements along the northern West Street segment and Campus Drive to lay out approximate limits of sidewalk reconstruction and lane striping alterations as well as typical sections and details as needed to illustrate the intent of construction. A complete engineered design with grading is not anticipated. It is assumed that all existing curb is to be retained along both roadways; substantial sidewalk widening is not anticipated.
 - Newfield Drive: The proposed pedestrian crossing warning signage and street lighting/conduit will be laid out using available base plans, GIS or aerial photography and supplemented with preliminary details to illustrate the intent. It is assumed that the Town will provide Environmental Partners with the preferred make and model of street light pole and luminaire; it is assumed that a new meter will be installed to connect to an available power source within project limits. A photometric design of the vehicle-level street lighting (at the existing crosswalk) and pedestrian-level lighting (along Newfield Drive) will be provided.
- b. Roadway reconstruction is not anticipated in this Scope of Services.
- c. Upon receiving Town approval on the Preliminary Design, the Final Design will be prepared. The Final Design submission will include plans showing the proposed improvements, typical sections, pavement markings and signage, and a final construction cost estimate. The standard MassDOT curb ramp table will be provided to show the required information for the design elements of the proposed curb ramps. Final Design plans will include a Cover Sheet, Legend Sheet, Key Plan, General Construction Plans, Typical Sections, Traffic Signs and Pavement Marking Plans, Curb Ramp Table, Construction Details, and Street Lighting Plan as appropriate.
- d. Environmental Partners will provide a construction cost estimate using pay items in MassDOT format. The construction cost estimate will include the quantity, unit price and estimated cost of all pay items. The estimate will be based on prevailing prices established by MassDOT, recently advertised/awarded projects completed by the Town and Environmental Partners, or consortium pricing (as directed by the town and consistent with the MassDOT format).

4. Drainage Design

- a. It is anticipated that drainage modifications will not be required for this project. The evaluation of the drainage system or HydroCAD evaluations is not included in this Scope of Services.

5. Bid Document Preparation

- a. Environmental Partners will prepare supplementary specifications to the Massachusetts Department of Transportation "Standard Specifications for Highways and Bridges" (latest edition) in the form of Special Provisions which will incorporate relevant sections of the Town's standard specifications where applicable. The Special Provisions will be incorporated into the bid document utilizing Town standard bidding requirements, general conditions, agreement or other information associated with procurement requirements and procedures as provided by the Town.
- b. Environmental Partners will provide a final construction cost estimate and bid tabulation. A bid tab will be prepared and included in the Measurement and Payment section of the bid document

Town of Natick, Massachusetts
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providing the quantity for each bid item.

- c. The bid package will be submitted to the Town for review and comment upon completion. A response to comments will be provided and changes implemented as necessary into the submission of bid documents including plans, specifications, and estimates (PS&E).

6. *Environmental Permitting*

- a. Construction is not anticipated to take place within the 100 foot wetland buffer area or any other environmentally sensitive locations and therefore environmental permitting is not anticipated for this project.

7. *Right-of-Way*

- a. The proposed construction is anticipated to take place within the existing right-of-way or within the town own parcel. The need for permanent or temporary easements, land acquisitions, or rights-of-entry is not anticipated and such services have not been included in the budget.

8. *Meetings*

- a. One (1) project coordination meeting with the Town, the project team, and/or abutting property owners is anticipated. Public meetings and PowerPoint presentations are not anticipated to be necessary for this project.
- b. It is anticipated that up to two (2) conference calls will take place to resolve any outstanding comments or issues.

FEE

The above Scope of Services is estimated at the lump sum fee of **\$43,300** based on the following Fee Schedule:

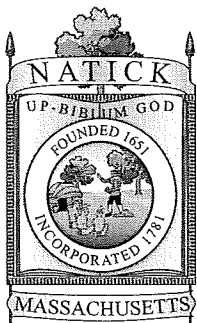
Fee Schedule

Topographic Survey & Base Plan Preparation (<i>subconsultant</i>)	\$5,900.00
Aerial Base Plan Preparation & Site Visits	\$3,700.00
Preliminary Design	\$9,200.00
Final Design	\$5,400.00
Lighting Design & Photometric Plan (<i>subconsultant</i>)	\$10,900.00
Bid Document Preparation	\$5,900.00
Meeting/Conference Calls/Coordination	<u>\$2,300.00</u>

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
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\$ 43,300

Direct expenses incurred in conjunction with the performance of the above work shall include, but are not necessarily limited to, travel, reproductions, telephone, materials and supplies, shipping, delivery, and postage. Direct expenses are included in the lump sum fee.



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
William D. Chenard, Acting Town Administrator
Jeremy Marsette, P.E., Director, Natick Public Works
Tom Hladick, Assistant Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: November 19, 2018

SUBJECT: SECOND CONTRACT EXTENSION/CRACK SEALING

On April 13, 2017, the Metropolitan Area Planning Council (MAPC), a consortium in which Natick participates, opened bids pursuant to M.G.L. c. 30, §39M, for the purchase and laying of crack sealing on Natick roads. The Town participates in a cooperative bid through the MAPC annually. Crack Sealing, Inc. was the lowest responsible and eligible bidder. Bid results were as follows:

1. LOW - Cracksealing, Inc. Unit Price \$6.43/gallon
2. Sealcoating, Inc., Unit Price \$9.38/gallon
3. Superior Seal Coat Unit Price \$9.39/gallon

For Natick, Cracksealing's bid translated to \$6.43/gallon. Natick spends approximately \$36,400.00 annually, according to the Public Works Director. This translates into approximately 5,660 gallons.

The Town awarded one-year contract during the summer of 2018. The Contract was subsequently renewed through December 31, 2018.

Late this year, we were notified that Cracksealing, Inc.'s assets (including contracts) were assigned to Sealcoating, Inc.). In the opinion of MAPC, and our review Sealcoating, Inc. is a responsible vendor and can perform the duties of Cracksealing, Inc.

After consulting with Mr. Marsette, the prices that we received for crack sealing are very unlikely to be duplicated in an ever-increasing market price bid environment. We recommend that the Natick Board of Selectmen award an extension of the contract through December 31, 2019. The duties would be performed by Sealcoating, Inc.

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

Funding: Natick Public Works Operating Budget (\$36,400.00)

(To be placed upon Town of Natick letterhead.)

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

November 26, 2018

Ms. Robin White
Crack Sealing, Inc.
P.O. Box 7000
Raynham, MA 02767

Sealcoating, Inc.
825 Granite Street
Braintree, MA 02184

RE: Crack Sealing – Town of Natick

NOTICE OF EXERCISE OF SECOND OPTION FOR RENEWAL

To whom it may concern:

As you are aware, the Town of Natick, Massachusetts and Crack Sealing, Inc. have been parties to a contract for the procurement of crack sealing, which was through the Metropolitan Area Planning Council (MAPC) ("Contract.")

The Natick Selectmen awarded a contract for one (1) year in July 2017.

Article 5.1 of the Contract provides for an initial term, with options by the municipality to renew through December 31, 2018, and again through December 31, 2019.

By vote of the Natick Selectmen on April 30, 2018, the Town of Natick extended, and made effective, the term of the contract, such that it will run from the execution of the contract and will expire December 31, 2018. By vote of the Natick Selectmen on November 26, 2018, the Natick Selectmen extended, and made effective, the term of the contract, such that it will run from the execution of the contract and will expire December 31, 2019.

The Town of Natick understands that the assets of Cracksealing, Inc. have been acquired by Sealcoating, Inc., and that the duties under any such contracts will be performed thereby during said second extension period.

All provisions of the Contract shall remain in full force and effect during this option period.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

Amy K. Mistrot, Chairman

Susan G. Salamoff, Vice Chairman

Michael J. Hickey, Jr., Clerk

Jonathan H. Freedman

Richard P. Jennett, Jr.

cc. Melissa A. Malone, Town Administrator
 William D. Chenard, Deputy Town Administrator - Operations
 Bryan R. Le Blanc, Procurement Officer
 Arti P. Mehta, Comptroller
 Karis L. North, Esq.



P.O. Box 700
Raynham, MA 02767
Tel. (508) 823-9700
FAX (508) 823-0770

March 30, 2018

Metropolitan Area Planning Council
Attn: Lorraine Y. See, Senior Procurement Specialist
60 Temple Place
Boston, MA 02111

RE: MetroWest IFB# MW 2017 PW1, Item # 5 Crack Sealing

Dear Lorraine,

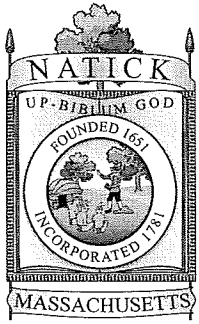
It has been my honor to accept and execute each contract awarded to Crack-Sealing, Inc. for crack sealing in your community. Over the past 30 years, I have strived to build solid relationships with a commitment to excellence in my field.

After much deliberation, I have entered into an asset purchase agreement with Sealcoating, Inc. of Braintree, Massachusetts. Sealcoating, Inc. is a professional and highly skilled contractor with many years of experience who is ready, willing, and able to perform the work defined in the contract. As part of the terms of the agreement, all Crack-Sealing, Inc. active customer contracts will be assigned to Sealcoating, Inc. The effective date for assignment of the contract is Tuesday, March 27, 2018. Assignment will be effective for the remaining term of the contract(s), including any applicable extensions. This request is made in accordance with the terms and conditions of the contract agreement.

To comply with language specified in the contract, please confirm your willingness to accept the assignment by checking the appropriate box and signing to acknowledge the contract assignment terms.

Certified WBE/DBE, MA, RI, CT, ME, NH
AN EQUAL OPPORTUNITY EMPLOYER, M/F

CRACK & JOINT FILLING • SAWCUT & SEAL • MEMBRANE • FABRIC



TOWN OF NATICK MASSACHUSETTS

TO: Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Linda Stetson, Director, Morse Institute Library
Kevin Coxall, Maintenance Manager

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: September 27, 2018

SUBJECT: CONTRACT AWARD
Replacement of the Lift at the Morse Institute Library in the Town of Natick.

On September 27, 2018, responses were received in response to the Town of Natick's RFR for replacement of lift at the Morse Institute Library in the Town of Natick. Responses were received from two (2) responders (See attached.)

The lowest response was received from R.S. Fawcett, Inc. dba Bode Equipment Co. It submitted the following prices: \$14,029.43 for the main bid work, plus \$400.00 to dispose of the old equipment.

After reviewing references and background, it has been determined that Bode Equipment Co. is a responsible, responsive, and eligible responder.

We recommend that the Natick Board of Selectmen award the contract to Bode Equipment Co. for the price submitted in its response.

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

Responses Received:	09/27/2018
Newspaper Advertisement:	09/10/2018
(MetroWest Daily News)	
Website & Town Hall Postings:	09/05/2018
COMMBUYS Posting:	09/05/2018
Central Register Publication:	09/12/2018

Funding information: Facilities Department Operating Budget \$14,429.43.

RFR Opening Form

ate & Time: September 27, 2018, 2:00 P.M. EDT

Signed & Date: 27th August 2018
 CPO Signature: [Signature]
 [Signature] 9-27-18

CPO Signature:

Witness Signature:

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Public Notification and Quote Process – New Lift Morse Institute Library

Date: September 27, 2018

In September, 2018, I received a procurement request for the installation of a new lift for the Morse Institute Library in the Town of Natick.

The requisite statutory reference governing the building of a public work is M.G.L. c. 149, §44A, which provides, in relevant part, as follows:

(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.

This is now known as the "quote plus public notification" process, requiring both quotes and public advertising and award to the responsible bidder offering the lowest price (of all from whom quotes sought and from those who responded to the public notification process.)

WRITTEN PURCHASE DESCRIPTION:

I received a written purchase description, which was incorporated into the Request for Responses/Request for Quotes:

It provided as follows:

The Successful Responder shall provide all labor and materials necessary to perform work as follows for installation of a new lift at the Morse Institute Library, 14 East Central Street in the Town of Natick.

The lift shall be able to fit a thirty-six inch (36") by fifty-six inch (56") opening in the existing floor and shall sit ten (10) inches into opening in floor. The lift shall be two thousand pounds (2000lb) in capacity. The lift is stationary in the cutout in floor. The replacement shall be able to have platform flush with bottom floor and flush with dock floor five (5) feet up.

PUBLIC NOTIFICATION:

Public notification of the Request for Responses was given in the form of the following statement:

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of responses for installation of a new lift at the Morse Institute Library, in the Town of Natick, Massachusetts. The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on September 12, 2018. No pre-response conference will be held. Responses will be received until 2:00 P.M. local time, September 27, 2018, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all responses will be opened and read. All Responses shall comply with the RFR issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, and Response Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening. Award is subject to appropriation and, if required, approval of the Natick Board of Selectmen.

Notice was posted as follows:

Central Register:	September 12, 2018
COMMBUYS:	September 5, 2018
Town Hall:	September 5, 2018
Website:	September 5, 2018
Metrowest Daily News:	September 10, 2018

Responses were due no later than 2:00 P.M. local time on September 27, 2018.

SOLICITED FIRMS:

On Wednesday, August 29, 2018, I used the Request for Responses and its purchase description to solicit three (3) firms for written quotes, as required by M.G.L. c. 30, §39M. Firms solicited for written quotes, at the emails shown below, were:

1. Door Systems Metro Boston
120 Alexander Street
Framingham, MA 01702
Email (lisam@doorsys.com)
508-875-3508
2. Collins Overhead Door
404 3rd Street
Everett, MA 02149
Email (cbaker@collinsdoor.com)
617-387-0759
3. R.S. Fawcett, Inc. dba
Bode Equipment
23 Londonderry Road
Unit 12
Londonderry, NH, 03053

41 Brigham Street, Unit 15
Marlborough, MA 01752
Email (scott.rose@bodeequipment.com)
508-881-6200

Quotes were ultimately due no later than 2:00 P.M. local time on September 13, 2018

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

1. On September 27, 2018, R.S. Fawcett, Inc. dba Bode Equipment, at the above address, submitted a quote of \$14,029.43 to provide the required services. It also priced an optional additional \$400.00 disposal charge for old lift.

Neither Collins Overhead Door, nor Door Systems MetroBoston submitted a quote by the due date/time.

RESPONSE TABULATION

Responses were opened at 2:00 P.M. local time on September 27, 2018.

1. On September 27, 2018, Delta-Beckwith, 115 Shawmut Road, Canton, MA 02021, submitted a written response of \$82,000.00 to provide the required services.

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick

This Contract is made this twenty-ninth day of October, 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 R.S. Fawcett, Inc. dba Bode Equipment Co., a company organized under the laws of the State of New Hampshire, with a principal office located at 23 Londonderry Road, Unit 12, Londonderry, NH 03053, and with a Massachusetts office located at 41 Brigham Street, Unit 15, Marlborough, MA 01752 (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 of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the installation of a new lift at the Morse Institute Library in the Town of Natick, as set forth in the Request for Responses Related to the Installation of a New Lift in the Town of Natick, Massachusetts ("RFR"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Contractor shall exercise due care and diligence in the rendition 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.

3. Term

The Contractor shall commence work upon the issuance of a Notice to Proceed by the Town. The work will be complete within ten (10) days following the issuance of the Notice to Proceed. Should the work not complete within ten(10) days following the issuance of the Notice to Proceed, the Contractor shall pay to the Town the sum of four hundred dollars and zero cents (\$400.00) per day, as liquidated damages, and not as a penalty, until such time as the work is complete.

4. Incorporation of the Request for Responses (RFR)/Order of Priority of Contract Documents

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick

The provisions of the RFR and the Contractor's Response 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 RFR (if any)
Fourth Priority:	RFR
Fifth Priority:	Contractor's Response.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39K, the Town shall pay the Contractor the prices set forth in the Contractor's Response, 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 on this project 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.

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 Invitation for Responses, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Town of Natick, Massachusetts
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Payment of the amounts due under this Contract shall release the Town of Natick, 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**

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 Town of Natick. Any equipment shall be warrantied against manufacturing and design defect for a minimum of one (1) year after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

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, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. **Insurance**

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
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- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick 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.
- f. 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 or the Contractor 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.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick 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 Contract.
- h. The Contractor shall also be required to provide to the Town of Natick 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

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Town of Natick is named as an additional insured on each such policy.

- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
 - j. 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.
 - k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.
9. Indemnification
- 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 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 of Natick, 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

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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 sites which are the subject of this Contract and with all conditions of the RFR 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

The Contractor shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

The Contractor shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

The Contractor shall provide services under this Contract 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.

15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled substances, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the

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Contractor violates the foregoing provision, the Town of Natick 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 Contract. 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 Contract.

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 of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

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

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 of Natick, Massachusetts
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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 of Natick 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 services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or

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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: Melissa A. Malone
 Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L. North, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor: President
 R.S. Fawcett, Inc. dba
 Bode Equipment Co.
 23 Londonderry Road
 Unit 12
 Londonderry, NH 03053

 41 Brigham Street
 Unit 15
 Marlborough, MA 01752.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute,

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ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services 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 services 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 Response 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 Response documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, 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 of Natick 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 other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation,

Town of Natick, Massachusetts
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resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.

- s. 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.
- t. 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.
- u. 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.
- v. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left intentionally blank.)

Town of Natick, Massachusetts
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The Town of Natick, Massachusetts

R.S. Fawcett, Inc.
dba Bode Equipment Co.

by: the Natick Board of Selectmen

by:

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

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

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

Signature

Printed Name

Printed Title

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

**Town of Natick
Natick, Massachusetts**

Request for Responses

**INSTALLATION OF A NEW LIFT AT THE MORSE
INSTITUTE LIBRARY IN NATICK**

**RESPONSES DUE:
September 27, 2018, 2:00 P.M. LOCAL TIME
Late Responses Will Be Rejected**

DELIVER COMPLETED RESPONSES TO:

**Procurement Officer
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.**

TOWN OF NATICK
NATICK, MASSACHUSETTS 01760

NOTICE TO RESPONDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of responses for installation of a new lift at the Morse Institute Library, in the Town of Natick, Massachusetts. The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on September 12, 2018. No pre-response conference will be held. Responses will be received until 2:00 P.M. local time, September 27, 2018, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all responses will be opened and read. All Responses shall comply with the RFR issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, and Response Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening. Award is subject to appropriation and, if required, approval of the Natick Board of Selectmen.

I. INTRODUCTION

Pursuant to Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of responses for installation of a new lift at the Morse Institute Library in the Town of Natick, Massachusetts. For a full description of the scope of services, please refer to Section II (A) of the Request for Responses ("RFR"), as well as to the attachment.

No Pre-Response conference will be held.

Questions shall be submitted in writing to bleblanc@natickma.org, and shall be received no later than 4:00 P.M. ESDT on September 20, 2018.

Each Responding party's response marked, marked "Installation of a New Lift at the Morse Institute Library in the Town of Natick," will be received until 2:00 P.M. local time, September 27, 2018, will be received at this address:

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

Each Responding Party's name, address and contact phone number shall be clearly visible from the outside of each envelope. The clock in Procurement Office shall be considered official. No Responses received after the date and time specified in the previous paragraph shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Responses may also be received by email at bleblanc@natickma.org.

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

The Town will not reimburse Responding parties for any costs incurred in preparing Responses in response to this RFR. Submission of a Response shall be conclusive evidence that the Responding party has examined this RFR and is familiar with terms of this RFR and all provisions of the contract included with this RFR. Upon finding any omissions or discrepancy in this RFR, each Responding party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Responding party to investigate completely the RFR and/or to be thoroughly familiar with this RFR shall in no way relieve any such Responding party from any obligation with respect to the Response. By submission of a Response, the Responding party agrees that if its Response is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFR and which is the form attached hereto. By

submission of a Response, the Responding party further indicates acceptance of all terms and conditions of this RFR.

II. BACKGROUND

The Town solicits written Responses for Installation of a New Lift at the Morse Institute Library in the Town of Natick.

A. DESCRIPTION OF DESIRED GOODS AND SERVICES

The Successful Responder shall provide all labor and materials necessary to perform work as follows for installation of a new lift at the Morse Institute Library, 14 East Central Street in the Town of Natick.

thirty nine and 1/4" (39 1/4") by fifty seven and 1/4" (57 1/4")
The lift shall be able to fit a ~~thirty-six inch (36")~~ by ~~fifty-six inch (56")~~ opening in the existing floor and shall sit ten (10) inches into opening in floor. The lift shall be two thousand pounds (2000lb) in capacity. The lift is stationary in the cutout in floor. The replacement shall be able to have platform flush with bottom floor and flush with dock floor five (5) feet up.

B. GUARANTEE

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

The Successful Responder, if selected as the Contractor, shall warrant to the Owner that the work to be performed under the Request for Responses Contract, shall be free from defects in material and workmanship for twelve (12) months after the Contractor fully completes the work. 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. Any manufacturers' warranties shall be assigned to the Town.

C. CONTRACT

It is anticipated that the town will issue a contract in the form of the attached document to the lowest and eligible responding party. No deviations shall be permitted.

D. SALES AND USE TAX EXEMPTION

Owner is exempt from Commonwealth of Massachusetts Sales and Use Tax on materials and

equipment to be incorporated in the Work. Said taxes shall not be included in the response price. Owner to provide a Certificate of Exemption Number to the contractor awarded the work.

E. SUCCESSFUL RESPONDING PARTY'S PERSONNEL

The Successful Responding party shall be responsible for any training of his/her/its personnel. The Successful Responding party's personnel shall be adequately trained by the Successful Responding party, shall be experienced in the provision of services specified in this RFR, and shall be of good moral character. All of the Successful Responding party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Responding party shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Responding party will update this list whenever there is a change in personnel.

Any contract awarded pursuant to this RFR shall be awarded, if at all, to the responsible Responder offering to perform the contract work at the lowest price. Award shall be subject to appropriation. The Successful Responder shall enter into a contract in the form of the attached and shall comply with all bonding and insurance requirements stated therein.

III. COMPLIANCE WITH LAWS

The Successful Responding party 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 Responding party 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.

IV. INSURANCE

The Successful Responding party 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 RFR and is incorporated herein by reference. Without limitation of other requirements of this RFR, no Contract shall be entered into by the parties unless the successful Responding party 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.

V. INDEMNIFICATION

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

VI. INDEPENDENT CONTRACTOR STATUS

The Successful Responding party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Responding party 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.

VII. CRIMINAL BACKGROUND SCREENING

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

VIII. USE OF ALCOHOL AND CONTROLLED AND/OR MOOD ALTERING SUBSTANCES PROHIBITED

The use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Responding party is prohibited on Town of Natick property which is the subject matter of this RFR and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Responding party violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Responding party shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Responding party 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.

IX. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Responding party, 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 or upon school property.

X. Minimum Prevailing Wage Rates

See attached.

XI. Performance Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Responder shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

XII. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Responder shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

**TOWN OF NATICK
RESPONSE FORM**

The undersigned Responding party hereby submits a response for installation of a new lift at the Morse Institute Library in the Town of Natick.

TOTAL BASE BID - FOR RFR COMPARISON
BASED UPON ESTIMATED QUANTITIES

\$ 14,029.43

OPTION: DISPOSAL OF OLD LIFT, ADD \$ 400.00

The undersigned Responding party acknowledges receipt of addenda nos. _____.

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

The undersigned certifies as follows:

- A. Responder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this RFR. (Responder shall attach to the Response Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Responder.)
- B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Responder provides a qualified (Town-approved) Foreman, who shall be present at the work site at all times.
- D. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Responder holds all applicable documentation and Insurance in accordance with this RFR. (Responder shall attach to the Response Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)

- F. Responder shall attach to the Response Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Responder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Responder has not defaulted on any Contract within the last five (5) years.
- H. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its business.)
- I. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall also attach to the Response Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Responses are sought. Responders shall attach to the Response Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form a financial statement that shows the Responder's present financial status.)
- K. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Responder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Responder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Responder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Responder certifies 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.

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

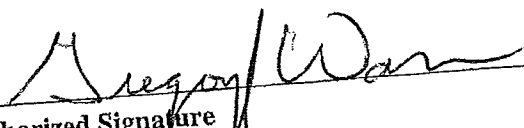
Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Responding party named below has complied with all laws of the Commonwealth of

Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

The Responding party has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFR. No consultant to, or subcontractor for, the Responding party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responding party, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Responding party. No person, corporation, or other entity, other than a bona fide full time employee of the Responding party has been retained or hired to solicit for or in any way assist the Responding party in obtaining a Contract pursuant to this RFR 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 Responding party. The Responding party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Responding party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Responses. The Responding party understands that the Responding party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

The Responding party hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Responding party also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Responses.

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


Authorized Signature

Greg Warren

Printed Name

General Manager

Printed Title

9/26/18

Date

Full Legal Name Gregory John Warren

Officers of Corporation and Addresses

Scott Fawcett

23 Londonderry Road - Unit 12

Londonderry, NH 03053

State of Incorporation NH

Principal Place of Business Bode Equipment Co.

23 Londonderry Road - Unit 12

Londonderry, NH 03053

Tel. 603-537-0900

Qualified in Massachusetts Yes X No

Principal Place of Business in MA 41 Brigham Street - Unit 15 Marlborough, MA 01752
508-881-6200



Bryan LeBlanc
Town of Natick Public Works
75 West Street
Natick, MA 01760

Proposal Number: 10981A
Proposal Date: 09/25/18

Contact Email: bleblanc@natickma.org
Contact Phone: 508-314-6403

**Re: Installation of New Lift at Morse Institute Library,
Town of Natick**

Thank you for the opportunity to serve you and your team. Since 1975, we have provided material handling solutions to organizations throughout New England. We have offices in New Hampshire and Massachusetts with sales, support and service personnel ready to assist.

Application Review: Replace worn out Scissor Dock Lift at Morse Institute Library with same model as originally installed in 1995. Subject to site inspection and verification of all specifications, dimensions and site conditions.

Solution Being Presented:

- Model DSL-20-060-38056-KMR, Double Hydraulic Lift Table
- Lifting Capacity: 2,000#, uniform load
- Rollover Capacity: 10,000#, fully lowered position only
- Platform: Oversized 38" x 56", Beveled Toeguards, 2-Rail Handrails
- Base Frame: 30" x 48" with lag plates and maintenance device
- Handrails: Both 56" sides of platform, 2 rails, Flexible Restraints on 38" sides
- Lowered Ht.: 10 1/4"
- Raised Ht.: 70 1/4"
- Power Unit: Internally mounted 1.5 HP electric motor, hydraulic pump
- Primary Voltage: 115/1/60
- Control Voltage: 24/1/60
- Control: NEMA 4 handheld pushbutton with 20' coil cord
- Hydraulic Cylinder: Heavy-Duty with Chrome-Plated Ram
- Hydraulic Feature: Excess flow protector included
- Bushings: Lifetime Lubricated Bearings on all pivot points
- Finish: Yellow Machinery Enamel
- Warranty: Structure, 5 years. Components 2 years, limited warranty
- Weight: 1,500# appx.
- Notes: 1) Manufactured to order and cannot be cancelled or returned
2) Pit dimensions on your request were incorrect. I made a site visit and quoted accordingly.

Pricing Breakdown:

Dock lift Material Price:	\$ 9,930.00 (sales tax not included)
Total Installation Price:	\$ 1,200.00 (Prevailing Wage, Millwright & Laborer)
Forklift Rental:	\$ 800.00
Total Estimated Freight Price:	\$ 1,625.00
Payment & Performance Bond:	\$ 474.43 (3.5% of Contract Price)
	\$ 14,029.43 Total Contract Price

BODE EQUIPMENT COMPANY
LONDONDERRY, NH MARLBOROUGH, MA NEWTOWN, CT

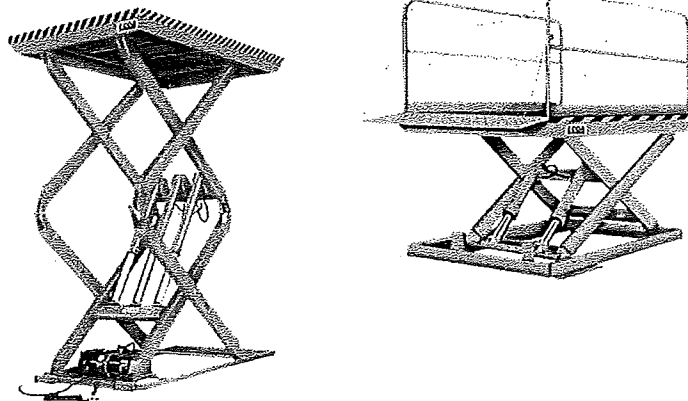
BODEEQUIPMENT.COM 800.797.5699

Available Option, (adder to above pricing):

Disposal Old Lift, Price:

Add: \$ 400.00

Pictures of Similar Solution:



Lead Times and Freight Information:

Quote Period:	Valid until 11/30/18
Approval Drawings/Submittals:	2-3 weeks (after PO has been approved/accepted)
Availability of Materials – Lead Time:	8-9 weeks (after signed approvals have been approved/accepted)
Freight / Travel Time:	3-4 business days (shipping from manufacturer to customer)
Installation Time:	1 business day (open shop labor) M-F 7:30 am – 4:00 pm
Shipping from – Manufacturer Location:	AR
Freight Charges:	Not included unless shown in pricing above
Freight Billing:	Estimates have been provided at that time of proposal. Final freight charges will be based upon rates on the day of shipment.

Payment Terms:

Credit Cards:	All credit card payments are subject to a 3% convenience fee
Existing Clients:	Net 30 upon periodic credit approval
New Clients:	First time purchase, either credit card or 50% deposit with order until credit terms can be established

Warranty and Preventative Maintenance:

We are distributors of equipment and offer sales, installation and service. The equipment warranties are those dictated by the various manufacturers we represent. In addition to the factory warranty, we provide a 90-day installation warranty on all items that we install. Many warranties are contingent upon having a Preventative Maintenance programs in place. We offer Preventative Maintenance programs on all material handling, loading dock equipment and overhead door products. We offer PM programs for equipment we supplied and equipment that you have purchased elsewhere.

BODE EQUIPMENT COMPANY
LONDONDERRY, NH MARLBOROUGH, MA NEWTOWN, CT

BODEEQUIPMENT.COM 800.797.5699

Order Returns and/or Cancellations:

This unit is manufactured to order and cannot be cancelled or returned.
Many of the products are designed and fabricated to order specifically around your application. In the event that an order must be canceled or shipped back to the manufacturer, restocking and/or cancellation charges, will be incurred. The manufacturer of the equipment will dictate these charges, and it will be based upon the total price, including freight charges.

For those projects that involve approval drawings, the following cancellation terms will apply.

- 20% after approval drawings are created
- 50% after approved drawings are returned and within (2) weeks before shipping
- 80% within 2 weeks of shipping

It is the responsibility of the customer to perform/provide the following:

- Sign off on approval drawings
- Unload all equipment at the time of delivery
- Provide a forklift during the time of installation.
- Bringing materials that are being installed to the installation area. If materials need to be transported within the building, please advise as installation pricing may be affected.
- Store and protect all materials (rain, snow, etc.) that arrive on site until time of installation
- The flooring that the equipment is being anchored should be reviewed and confirmed that the weight of the structure will be properly supported. Any work to the floor is the responsibility of the customer.
- Perform/Provide all necessary electrical, sprinkler, painting, HVAC, egress, concrete, underground scanning, floor finish work, etc. work required for proper installation. This includes control wiring, main line feeds, fuse disconnects, disposal, etc.
- In the event that weather conditions delay deliveries, installations and/or rental equipment the additional costs resulting will be billed accordingly to the customer. All additional charges of this nature will be thoroughly documented and communicated.
- Provide a dumpster for all packaging materials, skids/pallets, etc. for removal. Disposal of all garbage is the responsibility of others.
- Any permits, drawings for permits and associated costs required for the project in obtaining a permit. Associated costs include additional materials above and beyond what has been quoted to comply with the building department's requirements to obtain the permit, labor and other fees.
- Provide a fire watch or fire permits if required inside the plant during time of installation.
- Provide a free and clear working environment. This includes shelving and pallet racks free and clear of any materials prior to dismantling, access to the area with necessary lift equipment in a safe pattern.

Warehousing and Transportation:

There are times when our clients do not have the physical space to store incoming shipments. Bode Equipment Company offers to receive the materials at our warehouse, store and then transport as needed up to the project site. Each need is different and will be priced accordingly. We can receive LTL or flatbed shipments, store in a dry environment and transport back in a safe and secure manner. If pre-assembly or further breakdown is required prior to delivery, that is available as well. Whatever you need.

Photographs and Videos:

Throughout a project, we will take photographs and videos for a couple of reasons. One of the reasons is for training and project status reports. In addition, we request that we use these photos and videos for marketing purposes.

Our goal is to provide exposure to both parties through our marketing efforts. We will attempt to capture and post key milestones through our social media and marketing campaigns. We will not post any sensitive images that include your product, machinery and/or personnel. If you require to see the photos and video prior to posting, not a problem. If this is against your policy, please advise and we will comply.

Insurance, Safety and Member Associations:

We have over \$10 million in insurance coverage. If you would like a certificate of insurance, please let us know and we will gladly submit a certificate with you listed as additionally insured.

We perform monthly sales and service meetings conducting a wide variety of training on products, safety updates and industry changes. We are members of ISNetwork who is a 3rd Party organization that scrutinizes our safety performance and policies on a daily basis. Lastly, we belong to MHEDA (Material Handling Equipment Dealers Association) and hold the MVP title for the 8th year in a row.



About Our Company - Visit BodeEquipment.com

Since 1975, Bode Equipment Company has been providing quality equipment, installation and service to clients throughout New England. In 2010, we acquired Service Handling Equipment Company in Marlborough, MA to expand our reach and increase our capabilities. Having both offices in the heart of New England, has allowed us to grow, becoming a dominant player in the industry. Our core competencies are as follows:

- Storage Solutions
- Loading Dock and Overhead Doors
- Construction Services
- Modular Structures
- Lifting Systems
- Layout and Design (AutoCAD/SolidWorks)

Thank you for the opportunity. We value the relationship and thank you for considering our organization. We look forward to earning your business today and for years to come.

Sincerely,

Scott Rose

Scott Rose
Email:
Mobile:

Scott.Rose@BodeEquipment.com
(508) 735-7735

What else can we do for you?

Mezzanines – Modular Offices – Pallet Racking – Shelving – Conveyors – Lifts/Cranes/Hoists
Scissor Lifts/Tilters – Workstations – Dock Levelers/Seals – Overhead Doors – Steel Roll Up Doors
High Speed Doors – Stretch Wrappers – Modular Drawers – Bins/Totes/Containers – Custom Solutions

BODE EQUIPMENT COMPANY
LONDONDERRY, NH MARLBOROUGH, MA NEWTOWN, CT

BODEEQUIPMENT.COM 800.797.5699

**Town of Natick
Natick, Massachusetts**

Request for Responses

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NATICK, MASSACHUSETTS 01760

NOTICE TO RESPONDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of responses for installation of a new lift at the Morse Institute Library, in the Town of Natick, Massachusetts. The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on September 12, 2018. No pre-response conference will be held. Responses will be received until 2:00 P.M. local time, September 27, 2018, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all responses will be opened and read. All Responses shall comply with the RFR issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, and Response Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening. Award is subject to appropriation and, if required, approval of the Natick Board of Selectmen.

I. INTRODUCTION

Pursuant to Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of responses for installation of a new lift at the Morse Institute Library in the Town of Natick, Massachusetts. For a full description of the scope of services, please refer to Section II (A) of the Request for Responses ("RFR"), as well as to the attachment.

No Pre-Response conference will be held.

Questions shall be submitted in writing to bleblanc@natickma.org, and shall be received no later than 4:00 P.M. ESDT on September 20, 2018.

Each Responding party's response marked, marked "Installation of a New Lift at the Morse Institute Library in the Town of Natick," will be received until **2:00 P.M. local time, September 27, 2018**, will be received at this address:

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

Each Responding Party's name, address and contact phone number shall be clearly visible from the outside of each envelope. The clock in Procurement Office shall be considered official. No Responses received after the date and time specified in the previous paragraph shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Responses may also be received by email at bleblanc@natickma.org.

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

The Town **will not** reimburse Responding parties for any costs incurred in preparing Responses in response to this RFR. Submission of a Response shall be conclusive evidence that the Responding party has examined this RFR and is familiar with terms of this RFR and all provisions of the contract included with this RFR. Upon finding any omissions or discrepancy in this RFR, each Responding party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Responding party to investigate completely the RFR and/or to be thoroughly familiar with this RFR shall in no way relieve any such Responding party from any obligation with respect to the Response. By submission of a Response, the Responding party agrees that if its Response is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFR and which is the form attached hereto. By

submission of a Response, the Responding party further indicates acceptance of all terms and conditions of this RFR.

II. BACKGROUND

The Town solicits written Responses for Installation of a New Lift at the Morse Institute Library in the Town of Natick.

A. DESCRIPTION OF DESIRED GOODS AND SERVICES

The Successful Responder shall provide all labor and materials necessary to perform work as follows for installation of a new lift at the Morse Institute Library, 14 East Central Street in the Town of Natick.

The lift shall be able to fit a thirty-six inch (36") by fifty-six inch (56") opening in the existing floor and shall sit ten (10) inches into opening in floor. The lift shall be two thousand pounds (2000lb) in capacity. The lift is stationary in the cutout in floor. The replacement shall be able to have platform flush with bottom floor and flush with dock floor five (5) feet up.

B. GUARANTEE

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

The Successful Responder, if selected as the Contractor, shall warrant to the Owner that the work to be performed under the Request for Responses Contract, shall be free from defects in material and workmanship for twelve (12) months after the Contractor fully completes the work. 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. Any manufacturers' warranties shall be assigned to the Town.

C. CONTRACT

It is anticipated that the town will issue a contract in the form of the attached document to the lowest and eligible responding party. No deviations shall be permitted.

D. SALES AND USE TAX EXEMPTION

Owner is exempt from Commonwealth of Massachusetts Sales and Use Tax on materials and

equipment to be incorporated in the Work. Said taxes shall not be included in the response price. Owner to provide a Certificate of Exemption Number to the contractor awarded the work.

E. SUCCESSFUL RESPONDING PARTY'S PERSONNEL

The Successful Responding party shall be responsible for any training of his/her/its personnel. The Successful Responding party's personnel shall be adequately trained by the Successful Responding party, shall be experienced in the provision of services specified in this RFR, and shall be of good moral character. All of the Successful Responding party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Responding party shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Responding party will update this list whenever there is a change in personnel.

Any contract awarded pursuant to this RFR shall be awarded, if at all, to the responsible Responder offering to perform the contract work at the lowest price. Award shall be subject to appropriation. The Successful Responder shall enter into a contract in the form of the attached and shall comply with all bonding and insurance requirements stated therein.

III. COMPLIANCE WITH LAWS

The Successful Responding party 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 Responding party 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.

IV. INSURANCE

The Successful Responding party 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 RFR and is incorporated herein by reference. Without limitation of other requirements of this RFR, no Contract shall be entered into by the parties unless the successful Responding party 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.

V. INDEMNIFICATION

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

VI. INDEPENDENT CONTRACTOR STATUS

The Successful Responding party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Responding party 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.

VII. CRIMINAL BACKGROUND SCREENING

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

VIII. USE OF ALCOHOL AND CONTROLLED AND/OR MOOD ALTERING SUBSTANCES PROHIBITED

The use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Responding party is prohibited on Town of Natick property which is the subject matter of this RFR and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Responding party violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Responding party shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Responding party 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.

IX. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Responding party, 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 or upon school property.

X. Minimum Prevailing Wage Rates

See attached.

XI. Performance Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Responder shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

XII. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Responder shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

**TOWN OF NATICK
RESPONSE FORM**

The undersigned Responding party hereby submits a response for installation of a new lift at the Morse Institute Library in the Town of Natick.

**TOTAL BASE BID - FOR RFR COMPARISON
BASED UPON ESTIMATED QUANTITIES**

\$ _____

The undersigned Responding party acknowledges receipt of addenda nos. _____.

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

The undersigned certifies as follows:

- A. Responder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this RFR. (Responder shall attach to the Response Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Responder.)
- B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Responder provides a qualified (Town-approved) Foreman, who shall be present at the work site at all times.
- D. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Responder holds all applicable documentation and Insurance in accordance with this RFR. (Responder shall attach to the Response Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)

F. Responder shall attach to the Response Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Responder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.

G. Responder has not defaulted on any Contract within the last five (5) years.

H. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its business.)

I. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall also attach to the Response Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Responses are sought. Responders shall attach to the Response Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)

J. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form a financial statement that shows the Responder's present financial status.)

K. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

L. Responder has not failed to perform satisfactorily on Contracts of a similar nature.

M. Responder possesses the skill, ability and integrity necessary for the faithful performance of the work.

N. Responder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

O. Responder certifies 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.

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

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Responding party named below has complied with all laws of the Commonwealth of

Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

The Responding party has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFR. No consultant to, or subcontractor for, the Responding party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responding party, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Responding party. No person, corporation, or other entity, other than a bona fide full time employee of the Responding party has been retained or hired to solicit for or in any way assist the Responding party in obtaining a Contract pursuant to this RFR 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 Responding party. The Responding party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Responding party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Responses. The Responding party understands that the Responding party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

The Responding party hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Responding party also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Responses.

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

Authorized Signature

Printed Name

Printed Title

Date

Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Tel. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in MA _____

**ATTACHMENT
PREVAILING WAGE RATES
(SEE ATTACHED DOCUMENT.)**



CHARLES D. BAKER
Governor

KARYNE E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA
Secretary
WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Natick, Massachusetts City/Town: NATICK
Contract Number:
Description of Work: Installation of a New Lift at the Morse Institute Library in the Town of Natick, Massachusetts

Job Location: 14 East Central Street, Natick, MA 01760

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: 09/04/2018

Wage Request Number: 20180904-041

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	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	06/01/2018	\$34.00	\$7.70	\$14.02	\$0.00	\$55.72
	12/01/2018	\$34.84	\$7.70	\$14.02	\$0.00	\$56.56
	06/01/2019	\$35.71	\$7.70	\$14.02	\$0.00	\$57.43
	12/01/2019	\$36.57	\$7.70	\$14.02	\$0.00	\$58.29
	06/01/2020	\$37.46	\$7.70	\$14.02	\$0.00	\$59.18
	12/01/2020	\$38.35	\$7.70	\$14.02	\$0.00	\$60.07
	06/01/2021	\$39.27	\$7.70	\$14.02	\$0.00	\$60.99
	12/01/2021	\$40.18	\$7.70	\$14.02	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	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 LABORERS - ZONE 2	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
	12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
	06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
	12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
	06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
	12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
	06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
	12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
	12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
	06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
	12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
	06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
	12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
	06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
	12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2	06/01/2018	\$34.00	\$7.70	\$14.02	\$0.00	\$55.72
	12/01/2018	\$34.84	\$7.70	\$14.02	\$0.00	\$56.56
	06/01/2019	\$35.71	\$7.70	\$14.02	\$0.00	\$57.43
	12/01/2019	\$36.57	\$7.70	\$14.02	\$0.00	\$58.29
	06/01/2020	\$37.46	\$7.70	\$14.02	\$0.00	\$59.18
	12/01/2020	\$38.35	\$7.70	\$14.02	\$0.00	\$60.07
	06/01/2021	\$39.27	\$7.70	\$14.02	\$0.00	\$60.99
	12/01/2021	\$40.18	\$7.70	\$14.02	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER BOILERMAKERS LOCAL 29	03/01/2018	\$43.57	\$7.07	\$17.46	\$0.00	\$68.10
	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - BOILERMAKER - Local 29							
Effective Date - 03/01/2018							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	65	\$28.32	\$7.07	\$11.37	\$0.00	\$46.76	
2	65	\$28.32	\$7.07	\$11.37	\$0.00	\$46.76	
3	70	\$30.50	\$7.07	\$12.23	\$0.00	\$49.80	
4	75	\$32.68	\$7.07	\$13.11	\$0.00	\$52.86	
5	80	\$34.86	\$7.07	\$13.97	\$0.00	\$55.90	
6	85	\$37.03	\$7.07	\$14.86	\$0.00	\$58.96	
7	90	\$39.21	\$7.07	\$15.72	\$0.00	\$62.00	
8	95	\$41.39	\$7.07	\$16.61	\$0.00	\$65.07	

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Effective Date - 01/01/2019							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65	
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65	
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77	
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90	
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02	
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14	
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26	
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38	

Notes:

Apprentice to Journeyworker Ratio:1:4							
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 (LOWELL)			08/01/2018	\$50.81	\$10.75	\$20.06	\$81.62
			02/01/2019	\$51.41	\$10.75	\$20.06	\$82.22
			08/01/2019	\$52.76	\$10.75	\$20.20	\$83.71
			02/01/2020	\$53.36	\$10.75	\$20.20	\$84.31
			08/01/2020	\$54.71	\$10.75	\$20.35	\$85.81
			02/01/2021	\$55.31	\$10.75	\$20.35	\$86.41
			08/01/2021	\$56.71	\$10.75	\$20.51	\$87.97
			02/01/2022	\$57.29	\$10.75	\$20.51	\$88.55

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.41	\$10.75	\$20.06	\$0.00	\$56.22
2	60	\$30.49	\$10.75	\$20.06	\$0.00	\$61.30
3	70	\$35.57	\$10.75	\$20.06	\$0.00	\$66.38
4	80	\$40.65	\$10.75	\$20.06	\$0.00	\$71.46
5	90	\$45.73	\$10.75	\$20.06	\$0.00	\$76.54

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$10.75	\$20.06	\$0.00	\$56.52
2	60	\$30.85	\$10.75	\$20.06	\$0.00	\$61.66
3	70	\$35.99	\$10.75	\$20.06	\$0.00	\$66.80
4	80	\$41.13	\$10.75	\$20.06	\$0.00	\$71.94
5	90	\$46.27	\$10.75	\$20.06	\$0.00	\$77.08

Notes:

Apprentice to Journeyworker Ratio:1:5

**BULLDOZER/GRADER/SCRAPER
OPERATING ENGINEERS LOCAL 4**

06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**CAISSON & UNDERPINNING BOTTOM MAN
LABORERS - FOUNDATION AND MARINE**

06/01/2018	\$39.10	\$7.70	\$15.40	\$0.00	\$62.20
12/01/2018	\$40.05	\$7.70	\$15.40	\$0.00	\$63.15
06/01/2019	\$41.05	\$7.70	\$15.40	\$0.00	\$64.15
12/01/2019	\$42.05	\$7.70	\$15.40	\$0.00	\$65.15
06/01/2020	\$43.04	\$7.70	\$15.40	\$0.00	\$66.14
12/01/2020	\$44.02	\$7.70	\$15.40	\$0.00	\$67.12
06/01/2021	\$45.04	\$7.70	\$15.40	\$0.00	\$68.14
12/01/2021	\$46.05	\$7.70	\$15.40	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2018	\$37.95	\$7.70	\$15.40	\$0.00	\$61.05
	12/01/2018	\$38.90	\$7.70	\$15.40	\$0.00	\$62.00
	06/01/2019	\$39.90	\$7.70	\$15.40	\$0.00	\$63.00
	12/01/2019	\$40.90	\$7.70	\$15.40	\$0.00	\$64.00
	06/01/2020	\$41.89	\$7.70	\$15.40	\$0.00	\$64.99
	12/01/2020	\$42.87	\$7.70	\$15.40	\$0.00	\$65.97
	06/01/2021	\$43.89	\$7.70	\$15.40	\$0.00	\$66.99
	12/01/2021	\$44.90	\$7.70	\$15.40	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2018	\$37.95	\$7.70	\$15.40	\$0.00	\$61.05
	12/01/2018	\$38.90	\$7.70	\$15.40	\$0.00	\$62.00
	06/01/2019	\$39.90	\$7.70	\$15.40	\$0.00	\$63.00
	12/01/2019	\$40.90	\$7.70	\$15.40	\$0.00	\$64.00
	06/01/2020	\$41.89	\$7.70	\$15.40	\$0.00	\$64.99
	12/01/2020	\$42.87	\$7.70	\$15.40	\$0.00	\$65.97
	06/01/2021	\$43.89	\$7.70	\$15.40	\$0.00	\$66.99
	12/01/2021	\$44.90	\$7.70	\$15.40	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.66	\$9.90	\$1.73	\$0.00	\$32.29
2	60	\$24.79	\$9.90	\$1.73	\$0.00	\$36.42
3	70	\$28.92	\$9.90	\$12.31	\$0.00	\$51.13
4	75	\$30.99	\$9.90	\$12.31	\$0.00	\$53.20
5	80	\$33.06	\$9.90	\$14.04	\$0.00	\$57.00
6	80	\$33.06	\$9.90	\$14.04	\$0.00	\$57.00
7	90	\$37.19	\$9.90	\$15.77	\$0.00	\$62.86
8	90	\$37.19	\$9.90	\$15.77	\$0.00	\$62.86

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$9.90	\$1.73	\$0.00	\$32.81
2	60	\$25.41	\$9.90	\$1.73	\$0.00	\$37.04
3	70	\$29.65	\$9.90	\$12.31	\$0.00	\$51.86
4	75	\$31.76	\$9.90	\$12.31	\$0.00	\$53.97
5	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
6	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
7	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79
8	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.22/ 3&4 \$36.03/ 5&6 \$52.86/ 7&8 \$58.73

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2018	\$26.67	\$7.07	\$7.86	\$0.00	\$41.60
CARPENTERS -ZONE 2 (Wood Frame)	10/01/2018	\$27.09	\$7.07	\$7.86	\$0.00	\$42.02
	04/01/2019	\$27.52	\$7.07	\$7.86	\$0.00	\$42.45
	10/01/2019	\$27.95	\$7.07	\$7.86	\$0.00	\$42.88

As of 9/1/09 Carpentry work on wood-frame WEATHERIZATION projects shall be paid the WOOD FRAME CARPENTER rate.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER (Wood Frame) - Zone 2

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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
7	85	\$22.67	\$7.07	\$7.86	\$0.00	\$37.60
8	90	\$24.00	\$7.07	\$7.86	\$0.00	\$38.93

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.25	\$7.07	\$0.00	\$0.00	\$23.32
2	60	\$16.25	\$7.07	\$0.00	\$0.00	\$23.32
3	65	\$17.61	\$7.07	\$7.86	\$0.00	\$32.54
4	70	\$18.96	\$7.07	\$7.86	\$0.00	\$33.89
5	75	\$20.32	\$7.07	\$7.86	\$0.00	\$35.25
6	80	\$21.67	\$7.07	\$7.86	\$0.00	\$36.60
7	85	\$23.03	\$7.07	\$7.86	\$0.00	\$37.96
8	90	\$24.38	\$7.07	\$7.86	\$0.00	\$39.31

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$19.07/ 3&4 \$26.49/ 5&6 \$33.60/ 7&8 \$36.27

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME (All Other Work)	06/01/2016	\$25.32	\$9.80	\$16.82	\$0.00	\$51.94
CARPENTERS -ZONE 2 (Wood Frame)						
CEMENT MASONRY/PLASTERING	07/01/2018	\$42.52	\$12.42	\$22.41	\$0.30	\$77.65
BRICKLAYERS LOCAL 3 (LOWELL)	01/01/2019	\$43.76	\$12.42	\$22.41	\$0.30	\$78.89
	07/01/2019	\$44.64	\$12.42	\$22.41	\$0.30	\$79.77
	01/01/2020	\$45.88	\$12.42	\$22.41	\$0.30	\$81.01

Classification

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - CEMENT MASONRY/PLASTERING - Lowell					
Effective Date - 07/01/2018					
Step	percent	Apprentice Base Wage	Health	Pension	Total Rate
1	50	\$21.26	\$12.42	\$15.41	\$49.09
2	60	\$25.51	\$12.42	\$17.41	\$55.64
3	65	\$27.64	\$12.42	\$18.41	\$58.77
4	70	\$29.76	\$12.42	\$19.41	\$61.89
5	75	\$31.89	\$12.42	\$20.41	\$65.02
6	80	\$34.02	\$12.42	\$21.41	\$68.15
7	90	\$38.27	\$12.42	\$22.41	\$73.40

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Effective Date - 01/01/2019					
Step	percent	Apprentice Base Wage	Health	Pension	Total Rate
1	50	\$21.88	\$12.42	\$15.41	\$49.71
2	60	\$26.26	\$12.42	\$17.41	\$56.39
3	65	\$28.44	\$12.42	\$18.41	\$59.57
4	70	\$30.63	\$12.42	\$19.41	\$62.76
5	75	\$32.82	\$12.42	\$20.41	\$65.95
6	80	\$35.01	\$12.42	\$21.41	\$69.14
7	90	\$39.38	\$12.42	\$22.41	\$74.51

Notes: Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR
LABORERS - ZONE 2

06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES
OPERATING ENGINEERS LOCAL 4

06/01/2018	\$69.67	\$11.00	\$15.50	\$0.00	\$96.17
12/01/2018	\$71.30	\$11.00	\$15.50	\$0.00	\$97.80
06/01/2019	\$72.87	\$11.00	\$15.50	\$0.00	\$99.37
12/01/2019	\$74.50	\$11.00	\$15.50	\$0.00	\$101.00
06/01/2020	\$76.06	\$11.00	\$15.50	\$0.00	\$102.56
12/01/2020	\$77.69	\$11.00	\$15.50	\$0.00	\$104.19
06/01/2021	\$79.25	\$11.00	\$15.50	\$0.00	\$105.75
12/01/2021	\$80.88	\$11.00	\$15.50	\$0.00	\$107.38

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Issue Date: 09/04/2018

Wage Request Number: 20180904-041

Classification

COMPRESSOR OPERATOR
OPERATING ENGINEERS LOCAL 4

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
06/01/2018	\$31.90	\$11.00	\$15.50	\$0.00	\$58.40
12/01/2018	\$32.68	\$11.00	\$15.50	\$0.00	\$59.18
06/01/2019	\$33.43	\$11.00	\$15.50	\$0.00	\$59.93
12/01/2019	\$34.22	\$11.00	\$15.50	\$0.00	\$60.72
06/01/2020	\$34.97	\$11.00	\$15.50	\$0.00	\$61.47
12/01/2020	\$35.75	\$11.00	\$15.50	\$0.00	\$62.25
06/01/2021	\$36.50	\$11.00	\$15.50	\$0.00	\$63.00
12/01/2021	\$37.29	\$11.00	\$15.50	\$0.00	\$63.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)
PAINTERS LOCAL 35 - ZONE 2

07/01/2018	\$50.01	\$8.15	\$20.15	\$0.00	\$78.31
01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.01	\$8.15	\$0.00	\$0.00	\$33.16
2	55	\$27.51	\$8.15	\$5.34	\$0.00	\$41.00
3	60	\$30.01	\$8.15	\$5.82	\$0.00	\$43.98
4	65	\$32.51	\$8.15	\$6.31	\$0.00	\$46.97
5	70	\$35.01	\$8.15	\$17.24	\$0.00	\$60.40
6	75	\$37.51	\$8.15	\$17.73	\$0.00	\$63.39
7	80	\$40.01	\$8.15	\$18.21	\$0.00	\$66.37
8	90	\$45.01	\$8.15	\$19.18	\$0.00	\$72.34

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification

DEMO: ADZEMAN
LABORERS - ZONE 2

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
06/01/2018	\$38.15	\$7.70	\$15.20	\$0.00	\$61.05
12/01/2018	\$39.10	\$7.70	\$15.20	\$0.00	\$62.00
06/01/2019	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
12/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR
LABORERS - ZONE 2

06/01/2018	\$39.15	\$7.70	\$15.20	\$0.00	\$62.05
12/01/2018	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
06/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00
12/01/2019	\$42.10	\$7.70	\$15.20	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS
LABORERS - ZONE 2

06/01/2018	\$38.90	\$7.70	\$15.20	\$0.00	\$61.80
12/01/2018	\$39.85	\$7.70	\$15.20	\$0.00	\$62.75
06/01/2019	\$40.85	\$7.70	\$15.20	\$0.00	\$63.75
12/01/2019	\$41.85	\$7.70	\$15.20	\$0.00	\$64.75

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER
LABORERS - ZONE 2

06/01/2018	\$39.15	\$7.70	\$15.20	\$0.00	\$62.05
12/01/2018	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
06/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00
12/01/2019	\$42.10	\$7.70	\$15.20	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR
LABORERS - ZONE 2

06/01/2018	\$38.90	\$7.70	\$15.20	\$0.00	\$61.80
12/01/2018	\$39.85	\$7.70	\$15.20	\$0.00	\$62.75
06/01/2019	\$40.85	\$7.70	\$15.20	\$0.00	\$63.75
12/01/2019	\$41.85	\$7.70	\$15.20	\$0.00	\$64.75

For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER
LABORERS - ZONE 2

06/01/2018	\$38.15	\$7.70	\$15.20	\$0.00	\$61.05
12/01/2018	\$39.10	\$7.70	\$15.20	\$0.00	\$62.00
06/01/2019	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
12/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DIRECTIONAL DRILL MACHINE OPERATOR
OPERATING ENGINEERS LOCAL 4

06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DIVER
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 1)

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"

DIVER TENDER (EFFLUENT)
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"

Issue Date: 09/04/2018

Wage Request Number: 20180904-041

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT)	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction)	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98

Apprentice - ELECTRICIAN - Local 103
Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.25	\$13.00	\$0.61	\$0.00	\$33.86
2	40	\$20.25	\$13.00	\$0.61	\$0.00	\$33.86
3	45	\$22.78	\$13.00	\$13.97	\$0.00	\$49.75
4	45	\$22.78	\$13.00	\$13.97	\$0.00	\$49.75
5	50	\$25.31	\$13.00	\$14.38	\$0.00	\$52.69
6	55	\$27.84	\$13.00	\$14.78	\$0.00	\$55.62
7	60	\$30.37	\$13.00	\$15.17	\$0.00	\$58.54
8	65	\$32.90	\$13.00	\$15.58	\$0.00	\$61.48
9	70	\$35.43	\$13.00	\$15.97	\$0.00	\$64.40
10	75	\$37.97	\$13.00	\$16.37	\$0.00	\$67.34

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
2	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
3	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
4	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
5	50	\$25.55	\$13.00	\$14.76	\$0.00	\$53.31
6	55	\$28.11	\$13.00	\$15.17	\$0.00	\$56.28
7	60	\$30.66	\$13.00	\$15.58	\$0.00	\$59.24
8	65	\$33.22	\$13.00	\$16.00	\$0.00	\$62.22
9	70	\$35.77	\$13.00	\$16.40	\$0.00	\$65.17
10	75	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Notes :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR
ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2018	\$57.62	\$15.43	\$16.61	\$0.00	\$89.66
01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.81	\$15.43	\$0.00	\$0.00	\$44.24
2	55	\$31.69	\$15.43	\$16.61	\$0.00	\$63.73
3	65	\$37.45	\$15.43	\$16.61	\$0.00	\$69.49
4	70	\$40.33	\$15.43	\$16.61	\$0.00	\$72.37
5	80	\$46.10	\$15.43	\$16.61	\$0.00	\$78.14

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.74	\$15.58	\$0.00	\$0.00	\$45.32
2	55	\$32.71	\$15.58	\$17.51	\$0.00	\$65.80
3	65	\$38.66	\$15.58	\$17.51	\$0.00	\$71.75
4	70	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
5	80	\$47.58	\$15.58	\$17.51	\$0.00	\$80.67

Notes: Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER
ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2018	\$40.33	\$15.43	\$16.61	\$0.00	\$72.37
01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
01/01/2020	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR
LABORERS - ZONE 2

06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

FIELD ENG. INST. PERSON-BLDG, SITE, HVY/HWY
OPERATING ENGINEERS LOCAL 4

05/01/2018	\$42.84	\$10.50	\$15.50	\$0.00	\$68.84
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG. PARTY CHIEF-BLDG, SITE, HVY/HWY
OPERATING ENGINEERS LOCAL 4

05/01/2018	\$44.31	\$10.50	\$15.50	\$0.00	\$70.31
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG. ROD PERSON-BLDG, SITE, HVY/HWY
OPERATING ENGINEERS LOCAL 4

05/01/2018	\$22.51	\$10.50	\$15.50	\$0.00	\$48.51
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Issue Date: 09/04/2018

Wage Request Number: 20180904-041

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE	09/01/2018	\$37.97	\$13.00	\$16.35	\$0.00	\$67.32
/ COMMISSIONING ELECTRICIANS	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15
LOCAL 103						
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER)	06/01/2018	\$38.83	\$11.00	\$15.50	\$0.00	\$65.33
OPERATING ENGINEERS LOCAL 4	12/01/2018	\$39.78	\$11.00	\$15.50	\$0.00	\$66.28
	06/01/2019	\$40.69	\$11.00	\$15.50	\$0.00	\$67.19
	12/01/2019	\$41.64	\$11.00	\$15.50	\$0.00	\$68.14
	06/01/2020	\$42.55	\$11.00	\$15.50	\$0.00	\$69.05
	12/01/2020	\$43.50	\$11.00	\$15.50	\$0.00	\$70.00
	06/01/2021	\$44.41	\$11.00	\$15.50	\$0.00	\$70.91
	12/01/2021	\$45.36	\$11.00	\$15.50	\$0.00	\$71.86
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER	06/01/2018	\$21.50	\$7.70	\$14.02	\$0.00	\$43.22
LABORERS - ZONE 2	12/01/2018	\$22.50	\$7.70	\$14.02	\$0.00	\$44.22
	06/01/2019	\$22.50	\$7.70	\$14.02	\$0.00	\$44.22
	12/01/2019	\$23.50	\$7.70	\$14.02	\$0.00	\$45.22
	06/01/2020	\$23.50	\$7.70	\$14.02	\$0.00	\$45.22
	12/01/2020	\$24.50	\$7.70	\$14.02	\$0.00	\$46.22
	06/01/2021	\$24.50	\$7.70	\$14.02	\$0.00	\$46.22
	12/01/2021	\$24.50	\$7.70	\$14.02	\$0.00	\$46.22
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55
FLOORCOVERERS LOCAL 2168 ZONE I						

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.07	\$9.80	\$1.79	\$0.00	\$32.66
2	55	\$23.17	\$9.80	\$1.79	\$0.00	\$34.76
3	60	\$25.28	\$9.80	\$12.25	\$0.00	\$47.33
4	65	\$27.38	\$9.80	\$12.25	\$0.00	\$49.43
5	70	\$29.49	\$9.80	\$14.04	\$0.00	\$53.33
6	75	\$31.60	\$9.80	\$14.04	\$0.00	\$55.44
7	80	\$33.70	\$9.80	\$15.83	\$0.00	\$59.33
8	85	\$35.81	\$9.80	\$15.83	\$0.00	\$61.44

Notes: Steps are 750 hrs.
 % 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

Classification

FORK LIFT/CHERRY PICKER
OPERATING ENGINEERS LOCAL 4

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS
OPERATING ENGINEERS LOCAL 4

06/01/2018	\$31.90	\$11.00	\$15.50	\$0.00	\$58.40
12/01/2018	\$32.68	\$11.00	\$15.50	\$0.00	\$59.18
06/01/2019	\$33.43	\$11.00	\$15.50	\$0.00	\$59.93
12/01/2019	\$34.22	\$11.00	\$15.50	\$0.00	\$60.72
06/01/2020	\$34.97	\$11.00	\$15.50	\$0.00	\$61.47
12/01/2020	\$35.75	\$11.00	\$15.50	\$0.00	\$62.25
06/01/2021	\$36.50	\$11.00	\$15.50	\$0.00	\$63.00
12/01/2021	\$37.29	\$11.00	\$15.50	\$0.00	\$63.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)
GLAZIERS LOCAL 35 (ZONE 2)

07/01/2018	\$39.51	\$8.15	\$20.15	\$0.00	\$67.81
01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
01/01/2021	\$44.26	\$8.15	\$20.85	\$0.00	\$73.26

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - GLAZIER - Local 35 Zone 2							
Effective Date - 07/01/2018							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$19.76	\$8.15	\$0.00	\$0.00	\$27.91
2	55		\$21.73	\$8.15	\$5.34	\$0.00	\$35.22
3	60		\$23.71	\$8.15	\$5.82	\$0.00	\$37.68
4	65		\$25.68	\$8.15	\$6.31	\$0.00	\$40.14
5	70		\$27.66	\$8.15	\$17.24	\$0.00	\$53.05
6	75		\$29.63	\$8.15	\$17.73	\$0.00	\$55.51
7	80		\$31.61	\$8.15	\$18.21	\$0.00	\$57.97
8	90		\$35.56	\$8.15	\$19.18	\$0.00	\$62.89

		Effective Date -	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		01/01/2019					
Step	percent						
1	50		\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55		\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60		\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65		\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70		\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75		\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80		\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90		\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS
OPERATING ENGINEERS LOCAL 4

06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - OPERATING ENGINEERS - Local 4							
Effective Date - 06/01/2018			Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent						
1	55		\$25.89	\$11.00	\$0.00	\$0.00	\$36.89
2	60		\$28.25	\$11.00	\$15.50	\$0.00	\$54.75
3	65		\$30.60	\$11.00	\$15.50	\$0.00	\$57.10
4	70		\$32.96	\$11.00	\$15.50	\$0.00	\$59.46
5	75		\$35.31	\$11.00	\$15.50	\$0.00	\$61.81
6	80		\$37.66	\$11.00	\$15.50	\$0.00	\$64.16
7	85		\$40.02	\$11.00	\$15.50	\$0.00	\$66.52
8	90		\$42.37	\$11.00	\$15.50	\$0.00	\$68.87

Effective Date - 12/01/2018			Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent						
1	55		\$26.53	\$11.00	\$0.00	\$0.00	\$37.53
2	60		\$28.94	\$11.00	\$15.50	\$0.00	\$55.44
3	65		\$31.35	\$11.00	\$15.50	\$0.00	\$57.85
4	70		\$33.76	\$11.00	\$15.50	\$0.00	\$60.26
5	75		\$36.17	\$11.00	\$15.50	\$0.00	\$62.67
6	80		\$38.58	\$11.00	\$15.50	\$0.00	\$65.08
7	85		\$41.00	\$11.00	\$15.50	\$0.00	\$67.50
8	90		\$43.41	\$11.00	\$15.50	\$0.00	\$69.91

Notes:

Apprentice to Journeyworker Ratio:1:6							
HVAC (DUCTWORK)		02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
SHEETMETAL WORKERS LOCAL 17 - A							
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS)		09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
ELECTRICIANS LOCAL 103		03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR)		02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
SHEETMETAL WORKERS LOCAL 17 - A							
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER)		09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
PIPEFITTERS LOCAL 537		09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
		09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC		09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
PIPEFITTERS LOCAL 537		09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
		09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							

Classification

HYDRAULIC DRILLS
LABORERS - ZONE 2

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
06/01/2018	\$34.00	\$7.70	\$14.02	\$0.00	\$55.72
12/01/2018	\$34.84	\$7.70	\$14.02	\$0.00	\$56.56
06/01/2019	\$35.71	\$7.70	\$14.02	\$0.00	\$57.43
12/01/2019	\$36.57	\$7.70	\$14.02	\$0.00	\$58.29
06/01/2020	\$37.46	\$7.70	\$14.02	\$0.00	\$59.18
12/01/2020	\$38.35	\$7.70	\$14.02	\$0.00	\$60.07
06/01/2021	\$39.27	\$7.70	\$14.02	\$0.00	\$60.99
12/01/2021	\$40.18	\$7.70	\$14.02	\$0.00	\$61.90

For apprentice rates see "Apprentice- LABORER"

INSULATOR (PIPES & TANKS)

HEAT & 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 & Tanks) - Local 6 Boston

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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
3	70	\$34.54	\$11.75	\$11.95	\$0.00	\$58.24
4	80	\$39.47	\$11.75	\$12.70	\$0.00	\$63.92

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.92	\$11.75	\$10.45	\$0.00	\$48.12
2	60	\$31.10	\$11.75	\$11.20	\$0.00	\$54.05
3	70	\$36.29	\$11.75	\$11.95	\$0.00	\$59.99
4	80	\$41.47	\$11.75	\$12.70	\$0.00	\$65.92

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30
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IRONWORKER/WELDER

IRONWORKERS LOCAL 7 (BOSTON AREA)

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.79	\$7.80	\$20.85	\$0.00	\$55.44
2	70	\$31.26	\$7.80	\$20.85	\$0.00	\$59.91
3	75	\$33.49	\$7.80	\$20.85	\$0.00	\$62.14
4	80	\$35.72	\$7.80	\$20.85	\$0.00	\$64.37
5	85	\$37.95	\$7.80	\$20.85	\$0.00	\$66.60
6	90	\$40.19	\$7.80	\$20.85	\$0.00	\$68.84

Notes:
** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR
LABORERS - ZONE 2

06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

LABORER
LABORERS - ZONE 2

06/01/2018	\$33.25	\$7.70	\$14.02	\$0.00	\$54.97
12/01/2018	\$34.09	\$7.70	\$14.02	\$0.00	\$55.81
06/01/2019	\$34.96	\$7.70	\$14.02	\$0.00	\$56.68
12/01/2019	\$35.82	\$7.70	\$14.02	\$0.00	\$57.54
06/01/2020	\$36.71	\$7.70	\$14.02	\$0.00	\$58.43
12/01/2020	\$37.60	\$7.70	\$14.02	\$0.00	\$59.32
06/01/2021	\$38.52	\$7.70	\$14.02	\$0.00	\$60.24
12/01/2021	\$39.43	\$7.70	\$14.02	\$0.00	\$61.15

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.95	\$7.70	\$14.02	\$0.00	\$41.67
2	70	\$23.28	\$7.70	\$14.02	\$0.00	\$45.00
3	80	\$26.60	\$7.70	\$14.02	\$0.00	\$48.32
4	90	\$29.93	\$7.70	\$14.02	\$0.00	\$51.65

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.45	\$7.70	\$14.02	\$0.00	\$42.17
2	70	\$23.86	\$7.70	\$14.02	\$0.00	\$45.58
3	80	\$27.27	\$7.70	\$14.02	\$0.00	\$48.99
4	90	\$30.68	\$7.70	\$14.02	\$0.00	\$52.40

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	06/01/2018	\$33.25	\$7.70	\$14.02	\$0.00	\$54.97
LABORERS - ZONE 2	12/01/2018	\$34.09	\$7.70	\$14.02	\$0.00	\$55.81
	06/01/2019	\$34.96	\$7.70	\$14.02	\$0.00	\$56.68
	12/01/2019	\$35.82	\$7.70	\$14.02	\$0.00	\$57.54
	06/01/2020	\$36.71	\$7.70	\$14.02	\$0.00	\$58.43
	12/01/2020	\$37.60	\$7.70	\$14.02	\$0.00	\$59.32
	06/01/2021	\$38.52	\$7.70	\$14.02	\$0.00	\$60.24
	12/01/2021	\$39.43	\$7.70	\$14.02	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	06/01/2018	\$33.25	\$7.70	\$14.02	\$0.00	\$54.97
LABORERS - ZONE 2	12/01/2018	\$34.09	\$7.70	\$14.02	\$0.00	\$55.81
	06/01/2019	\$34.96	\$7.70	\$14.02	\$0.00	\$56.68
	12/01/2019	\$35.82	\$7.70	\$14.02	\$0.00	\$57.54
	06/01/2020	\$36.71	\$7.70	\$14.02	\$0.00	\$58.43
	12/01/2020	\$37.60	\$7.70	\$14.02	\$0.00	\$59.32
	06/01/2021	\$38.52	\$7.70	\$14.02	\$0.00	\$60.24
	12/01/2021	\$39.43	\$7.70	\$14.02	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2018	\$33.45	\$7.70	\$13.97	\$0.00	\$55.12
LABORERS - ZONE 2	12/01/2018	\$34.29	\$7.70	\$13.97	\$0.00	\$55.96
	06/01/2019	\$35.16	\$7.70	\$13.97	\$0.00	\$56.83
	12/01/2019	\$36.02	\$7.70	\$13.97	\$0.00	\$57.69

For apprentice rates see "Apprentice- LABORER"

Classification

LABORER: MASON TENDER
LABORERS - ZONE 2

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

LABORER: MULTI-TRADE TENDER
LABORERS - ZONE 2

06/01/2018	\$33.25	\$7.70	\$14.02	\$0.00	\$54.97
12/01/2018	\$34.09	\$7.70	\$14.02	\$0.00	\$55.81
06/01/2019	\$34.96	\$7.70	\$14.02	\$0.00	\$56.68
12/01/2019	\$35.82	\$7.70	\$14.02	\$0.00	\$57.54
06/01/2020	\$36.71	\$7.70	\$14.02	\$0.00	\$58.43
12/01/2020	\$37.60	\$7.70	\$14.02	\$0.00	\$59.32
06/01/2021	\$38.52	\$7.70	\$14.02	\$0.00	\$60.24
12/01/2021	\$39.43	\$7.70	\$14.02	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER
LABORERS - ZONE 2

06/01/2018	\$33.25	\$7.70	\$14.02	\$0.00	\$54.97
12/01/2018	\$34.09	\$7.70	\$14.02	\$0.00	\$55.81
06/01/2019	\$34.96	\$7.70	\$14.02	\$0.00	\$56.68
12/01/2019	\$35.82	\$7.70	\$14.02	\$0.00	\$57.54
06/01/2020	\$36.71	\$7.70	\$14.02	\$0.00	\$58.43
12/01/2020	\$37.60	\$7.70	\$14.02	\$0.00	\$59.32
06/01/2021	\$38.52	\$7.70	\$14.02	\$0.00	\$60.24
12/01/2021	\$39.43	\$7.70	\$14.02	\$0.00	\$61.15

This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR
LABORERS - ZONE 2

06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

MARBLE & TILE FINISHERS
BRICKLAYERS LOCAL 3 - MARBLE & TILE

08/01/2018	\$40.40	\$10.75	\$18.97	\$0.00	\$70.12
02/01/2019	\$40.91	\$10.75	\$18.97	\$0.00	\$70.63
08/01/2019	\$41.99	\$10.75	\$19.11	\$0.00	\$71.85
02/01/2020	\$42.50	\$10.75	\$19.11	\$0.00	\$72.36
08/01/2020	\$43.58	\$10.75	\$19.26	\$0.00	\$73.59
02/01/2021	\$44.09	\$10.75	\$19.26	\$0.00	\$74.10
08/01/2021	\$45.21	\$10.75	\$19.42	\$0.00	\$75.38
02/01/2022	\$45.68	\$10.75	\$19.42	\$0.00	\$75.85

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.20	\$10.75	\$18.97	\$0.00	\$49.92
2	60	\$24.24	\$10.75	\$18.97	\$0.00	\$53.96
3	70	\$28.28	\$10.75	\$18.97	\$0.00	\$58.00
4	80	\$32.32	\$10.75	\$18.97	\$0.00	\$62.04
5	90	\$36.36	\$10.75	\$18.97	\$0.00	\$66.08

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$10.75	\$18.97	\$0.00	\$50.18
2	60	\$24.55	\$10.75	\$18.97	\$0.00	\$54.27
3	70	\$28.64	\$10.75	\$18.97	\$0.00	\$58.36
4	80	\$32.73	\$10.75	\$18.97	\$0.00	\$62.45
5	90	\$36.82	\$10.75	\$18.97	\$0.00	\$66.54

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH
BRICKLAYERS LOCAL 3 - MARBLE & TILE

08/01/2018	\$52.95	\$10.75	\$20.66	\$0.00	\$84.36
02/01/2019	\$53.57	\$10.75	\$20.66	\$0.00	\$84.98
08/01/2019	\$54.92	\$10.75	\$20.80	\$0.00	\$86.47
02/01/2020	\$55.55	\$10.75	\$20.80	\$0.00	\$87.10
08/01/2020	\$56.90	\$10.75	\$20.95	\$0.00	\$88.60
02/01/2021	\$57.54	\$10.75	\$20.95	\$0.00	\$89.24
08/01/2021	\$58.94	\$10.75	\$21.11	\$0.00	\$90.80
02/01/2022	\$59.51	\$10.75	\$21.11	\$0.00	\$91.37

Issue Date: 09/04/2018

Wage Request Number: 20180904-041

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.48	\$10.75	\$20.66	\$0.00	\$57.89
2	60	\$31.77	\$10.75	\$20.66	\$0.00	\$63.18
3	70	\$37.07	\$10.75	\$20.66	\$0.00	\$68.48
4	80	\$42.36	\$10.75	\$20.66	\$0.00	\$73.77
5	90	\$47.66	\$10.75	\$20.66	\$0.00	\$79.07

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.79	\$10.75	\$20.66	\$0.00	\$58.20
2	60	\$32.14	\$10.75	\$20.66	\$0.00	\$63.55
3	70	\$37.50	\$10.75	\$20.66	\$0.00	\$68.91
4	80	\$42.86	\$10.75	\$20.66	\$0.00	\$74.27
5	90	\$48.21	\$10.75	\$20.66	\$0.00	\$79.62

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)
OPERATING ENGINEERS LOCAL 4

06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE
OPERATING ENGINEERS LOCAL 4

06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)
MILLWRIGHTS LOCAL 1121 - Zone 2

04/01/2018	\$37.17	\$9.90	\$18.50	\$0.00	\$65.57
10/01/2018	\$38.02	\$9.90	\$18.50	\$0.00	\$66.42
04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27

Issue Date: 09/04/2018

Wage Request Number: 20180904-041

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.44	\$9.90	\$5.31	\$0.00	\$35.65
2	65	\$24.16	\$9.90	\$15.13	\$0.00	\$49.19
3	75	\$27.88	\$9.90	\$16.10	\$0.00	\$53.88
4	85	\$31.59	\$9.90	\$17.06	\$0.00	\$58.55

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER
LABORERS - ZONE 2

06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

06/01/2018	\$23.14	\$11.00	\$15.50	\$0.00	\$49.64
12/01/2018	\$23.71	\$11.00	\$15.50	\$0.00	\$50.21
06/01/2019	\$24.26	\$11.00	\$15.50	\$0.00	\$50.76
12/01/2019	\$24.83	\$11.00	\$15.50	\$0.00	\$51.33
06/01/2020	\$25.38	\$11.00	\$15.50	\$0.00	\$51.88
12/01/2020	\$25.95	\$11.00	\$15.50	\$0.00	\$52.45
06/01/2021	\$26.50	\$11.00	\$15.50	\$0.00	\$53.00
12/01/2021	\$27.08	\$11.00	\$15.50	\$0.00	\$53.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

06/01/2018	\$27.40	\$11.00	\$15.50	\$0.00	\$53.90
12/01/2018	\$28.07	\$11.00	\$15.50	\$0.00	\$54.57
06/01/2019	\$28.72	\$11.00	\$15.50	\$0.00	\$55.22
12/01/2019	\$29.39	\$11.00	\$15.50	\$0.00	\$55.89
06/01/2020	\$30.04	\$11.00	\$15.50	\$0.00	\$56.54
12/01/2020	\$30.72	\$11.00	\$15.50	\$0.00	\$57.22
06/01/2021	\$31.36	\$11.00	\$15.50	\$0.00	\$57.86
12/01/2021	\$32.04	\$11.00	\$15.50	\$0.00	\$58.54

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification

OTHER POWER DRIVEN EQUIPMENT - CLASS II
OPERATING ENGINEERS LOCAL 4

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)
PAINTERS LOCAL 35 - ZONE 2

07/01/2018	\$50.01	\$8.15	\$20.15	\$0.00	\$78.31
01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

Apprentice - PAINTER Local 35 - BRIDGES/TANKS
Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.01	\$8.15	\$0.00	\$0.00	\$33.16
2	55	\$27.51	\$8.15	\$5.34	\$0.00	\$41.00
3	60	\$30.01	\$8.15	\$5.82	\$0.00	\$43.98
4	65	\$32.51	\$8.15	\$6.31	\$0.00	\$46.97
5	70	\$35.01	\$8.15	\$17.24	\$0.00	\$60.40
6	75	\$37.51	\$8.15	\$17.73	\$0.00	\$63.39
7	80	\$40.01	\$8.15	\$18.21	\$0.00	\$66.37
8	90	\$45.01	\$8.15	\$19.18	\$0.00	\$72.34

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2018	\$40.91	\$8.15	\$20.15	\$0.00	\$69.21
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2019	\$41.26	\$8.15	\$20.85	\$0.00	\$70.26
	07/01/2019	\$42.36	\$8.15	\$20.85	\$0.00	\$71.36
	01/01/2020	\$43.46	\$8.15	\$20.85	\$0.00	\$72.46
	07/01/2020	\$44.56	\$8.15	\$20.85	\$0.00	\$73.56
	01/01/2021	\$45.66	\$8.15	\$20.85	\$0.00	\$74.66

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$8.15	\$0.00	\$0.00	\$28.61
2	55	\$22.50	\$8.15	\$5.34	\$0.00	\$35.99
3	60	\$24.55	\$8.15	\$5.82	\$0.00	\$38.52
4	65	\$26.59	\$8.15	\$6.31	\$0.00	\$41.05
5	70	\$28.64	\$8.15	\$17.24	\$0.00	\$54.03
6	75	\$30.68	\$8.15	\$17.73	\$0.00	\$56.56
7	80	\$32.73	\$8.15	\$18.21	\$0.00	\$59.09
8	90	\$36.82	\$8.15	\$19.18	\$0.00	\$64.15

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.63	\$8.15	\$0.00	\$0.00	\$28.78
2	55	\$22.69	\$8.15	\$5.64	\$0.00	\$36.48
3	60	\$24.76	\$8.15	\$6.15	\$0.00	\$39.06
4	65	\$26.82	\$8.15	\$6.66	\$0.00	\$41.63
5	70	\$28.88	\$8.15	\$17.78	\$0.00	\$54.81
6	75	\$30.95	\$8.15	\$18.29	\$0.00	\$57.39
7	80	\$33.01	\$8.15	\$18.80	\$0.00	\$59.96
8	90	\$37.13	\$8.15	\$19.83	\$0.00	\$65.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2018	\$38.97	\$8.15	\$20.15	\$0.00	\$67.27
<i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2019	\$39.32	\$8.15	\$20.85	\$0.00	\$68.32
	07/01/2019	\$40.42	\$8.15	\$20.85	\$0.00	\$69.42
	01/01/2020	\$41.52	\$8.15	\$20.85	\$0.00	\$70.52
	07/01/2020	\$42.62	\$8.15	\$20.85	\$0.00	\$71.62
	01/01/2021	\$43.72	\$8.15	\$20.85	\$0.00	\$72.72

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint							
Effective Date -		07/01/2018					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$19.49	\$8.15	\$0.00	\$0.00	\$27.64	
2	55	\$21.43	\$8.15	\$5.34	\$0.00	\$34.92	
3	60	\$23.38	\$8.15	\$5.82	\$0.00	\$37.35	
4	65	\$25.33	\$8.15	\$6.31	\$0.00	\$39.79	
5	70	\$27.28	\$8.15	\$17.24	\$0.00	\$52.67	
6	75	\$29.23	\$8.15	\$17.73	\$0.00	\$55.11	
7	80	\$31.18	\$8.15	\$18.21	\$0.00	\$57.54	
8	90	\$35.07	\$8.15	\$19.18	\$0.00	\$62.40	

Effective Date - 01/01/2019					Supplemental Unemployment	Total Rate
Step	percent	Apprentice Base Wage	Health	Pension		
		\$19.66	\$8.15	\$0.00	\$0.00	\$27.81
1	50					
		\$21.63	\$8.15	\$5.64	\$0.00	\$35.42
2	55					
		\$23.59	\$8.15	\$6.15	\$0.00	\$37.89
3	60					
		\$25.56	\$8.15	\$6.66	\$0.00	\$40.37
4	65					
		\$27.52	\$8.15	\$17.78	\$0.00	\$53.45
5	70					
		\$29.49	\$8.15	\$18.29	\$0.00	\$55.93
6	75					
		\$31.46	\$8.15	\$18.80	\$0.00	\$58.41
7	80					
		\$35.39	\$8.15	\$19.83	\$0.00	\$63.37
8	90					

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) LABORERS - ZONE 2	06/01/2018	\$33.25	\$7.70	\$14.02	\$0.00	\$54.97
	12/01/2018	\$34.09	\$7.70	\$14.02	\$0.00	\$55.81
	06/01/2019	\$34.96	\$7.70	\$14.02	\$0.00	\$56.68
	12/01/2019	\$35.82	\$7.70	\$14.02	\$0.00	\$57.54
	06/01/2020	\$36.71	\$7.70	\$14.02	\$0.00	\$58.43
	12/01/2020	\$37.60	\$7.70	\$14.02	\$0.00	\$59.32
	06/01/2021	\$38.52	\$7.70	\$14.02	\$0.00	\$60.24
	12/01/2021	\$39.43	\$7.70	\$14.02	\$0.00	\$61.15

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *
* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

07/01/2018	\$39.51	\$8.15	\$20.15	\$0.00	\$67.81
01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
01/01/2021	\$44.25	\$8.15	\$20.85	\$0.00	\$73.25

Classification

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW
Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.76	\$8.15	\$0.00	\$0.00	\$27.91
2	55	\$21.73	\$8.15	\$5.34	\$0.00	\$35.22
3	60	\$23.71	\$8.15	\$5.82	\$0.00	\$37.68
4	65	\$25.68	\$8.15	\$6.31	\$0.00	\$40.14
5	70	\$27.66	\$8.15	\$17.24	\$0.00	\$53.05
6	75	\$29.63	\$8.15	\$17.73	\$0.00	\$55.51
7	80	\$31.61	\$8.15	\$18.21	\$0.00	\$57.97
8	90	\$35.56	\$8.15	\$19.18	\$0.00	\$62.89

Effective Date -	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
01/01/2019	1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
	2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
	3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
	4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
	5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
	6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
	7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
	8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)
PAINTERS LOCAL 35 - ZONE 2

07/01/2018	\$37.57	\$8.15	\$20.15	\$0.00	\$65.87
01/01/2019	\$37.92	\$8.15	\$20.85	\$0.00	\$66.92
07/01/2019	\$39.02	\$8.15	\$20.85	\$0.00	\$68.02
01/01/2020	\$40.12	\$8.15	\$20.85	\$0.00	\$69.12
07/01/2020	\$41.22	\$8.15	\$20.85	\$0.00	\$70.22
01/01/2021	\$42.32	\$8.15	\$20.85	\$0.00	\$71.32

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT							
Effective Date - 07/01/2018			Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent						
1	50		\$18.79	\$8.15	\$0.00	\$0.00	\$26.94
2	55		\$20.66	\$8.15	\$5.34	\$0.00	\$34.15
3	60		\$22.54	\$8.15	\$5.82	\$0.00	\$36.51
4	65		\$24.42	\$8.15	\$6.31	\$0.00	\$38.88
5	70		\$26.30	\$8.15	\$17.24	\$0.00	\$51.69
6	75		\$28.18	\$8.15	\$17.73	\$0.00	\$54.06
7	80		\$30.06	\$8.15	\$18.21	\$0.00	\$56.42
8	90		\$33.81	\$8.15	\$19.18	\$0.00	\$61.14

		Effective Date - 01/01/2019	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent						
1	50		\$18.96	\$8.15	\$0.00	\$0.00	\$27.11
2	55		\$20.86	\$8.15	\$5.64	\$0.00	\$34.65
3	60		\$22.75	\$8.15	\$6.15	\$0.00	\$37.05
4	65		\$24.65	\$8.15	\$6.66	\$0.00	\$39.46
5	70		\$26.54	\$8.15	\$17.78	\$0.00	\$52.47
6	75		\$28.44	\$8.15	\$18.29	\$0.00	\$54.88
7	80		\$30.34	\$8.15	\$18.80	\$0.00	\$57.29
8	90		\$34.13	\$8.15	\$19.83	\$0.00	\$62.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PILE DRIVER - Local 56 Zone 1							
		Effective Date - 08/01/2018					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$23.29	\$9.90	\$21.15	\$0.00	\$54.34	
2	60	\$27.94	\$9.90	\$21.15	\$0.00	\$58.99	
3	70	\$32.60	\$9.90	\$21.15	\$0.00	\$63.65	
4	75	\$34.93	\$9.90	\$21.15	\$0.00	\$65.98	
5	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31	
6	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31	
7	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96	
8	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96	

		Effective Date - 08/01/2019					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$24.47	\$9.90	\$21.15	\$0.00	\$55.52	
2	60	\$29.36	\$9.90	\$21.15	\$0.00	\$60.41	
3	70	\$34.26	\$9.90	\$21.15	\$0.00	\$65.31	
4	75	\$36.71	\$9.90	\$21.15	\$0.00	\$67.76	
5	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20	
6	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20	
7	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10	
8	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10	

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER
PIPEFITTERS LOCAL 537

09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PIPEFITTER - Local 537							
Effective Date - 09/01/2018							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40		\$21.18	\$9.95	\$7.75	\$0.00	\$38.88
2	45		\$23.82	\$9.95	\$18.74	\$0.00	\$52.51
3	60		\$31.76	\$9.95	\$18.74	\$0.00	\$60.45
4	70		\$37.06	\$9.95	\$18.74	\$0.00	\$65.75
5	80		\$42.35	\$9.95	\$18.74	\$0.00	\$71.04

		Effective Date -	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		09/01/2019					
Step	percent						
1	40		\$21.78	\$9.95	\$7.75	\$0.00	\$39.48
2	45		\$24.50	\$9.95	\$18.74	\$0.00	\$53.19
3	60		\$32.66	\$9.95	\$18.74	\$0.00	\$61.35
4	70		\$38.11	\$9.95	\$18.74	\$0.00	\$66.80
5	80		\$43.55	\$9.95	\$18.74	\$0.00	\$72.24

Notes:
 ** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
 Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)
 Apprentice to Journeyworker Ratio:**

PIPELAYER LABORERS - ZONE 2	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
	09/01/2018	\$55.69	\$11.82	\$16.01	\$0.00	\$83.52
	03/01/2019	\$57.19	\$11.82	\$16.01	\$0.00	\$85.02
	09/01/2019	\$58.69	\$11.82	\$16.01	\$0.00	\$86.52
	03/01/2020	\$60.19	\$11.82	\$16.01	\$0.00	\$88.02
For apprentice rates see "Apprentice- LABORER"	09/01/2020	\$61.69	\$11.82	\$16.01	\$0.00	\$89.52
	03/01/2021	\$63.19	\$11.82	\$16.01	\$0.00	\$91.02
PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12						

Classification

Apprentice - PLUMBER/GASFITTER - Local 12
Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.49	\$11.82	\$5.81	\$0.00	\$37.12
2	40	\$22.28	\$11.82	\$6.59	\$0.00	\$40.69
3	55	\$30.63	\$11.82	\$8.98	\$0.00	\$51.43
4	65	\$36.20	\$11.82	\$10.53	\$0.00	\$58.55
5	75	\$41.77	\$11.82	\$12.13	\$0.00	\$65.72

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.02	\$11.82	\$5.81	\$0.00	\$37.65
2	40	\$22.88	\$11.82	\$6.59	\$0.00	\$41.29
3	55	\$31.45	\$11.82	\$8.98	\$0.00	\$52.25
4	65	\$37.17	\$11.82	\$10.53	\$0.00	\$59.52
5	75	\$42.89	\$11.82	\$12.13	\$0.00	\$66.84

Notes:
** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$62.12, Step5 with lic\$69.27
Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)
PIPEFITTERS LOCAL 537

09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"
PNEUMATIC DRILL/TOOL OPERATOR
LABORERS - ZONE 2

06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"
POWDERMAN & BLASTER
LABORERS - ZONE 2

06/01/2018	\$34.25	\$7.70	\$14.02	\$0.00	\$55.97
12/01/2018	\$35.09	\$7.70	\$14.02	\$0.00	\$56.81
06/01/2019	\$35.96	\$7.70	\$14.02	\$0.00	\$57.68
12/01/2019	\$36.82	\$7.70	\$14.02	\$0.00	\$58.54
06/01/2020	\$37.71	\$7.70	\$14.02	\$0.00	\$59.43
12/01/2020	\$38.60	\$7.70	\$14.02	\$0.00	\$60.32
06/01/2021	\$39.52	\$7.70	\$14.02	\$0.00	\$61.24
12/01/2021	\$40.43	\$7.70	\$14.02	\$0.00	\$62.15

For apprentice rates see "Apprentice- LABORER"

Issue Date: 09/04/2018

Wage Request Number: 20180904-041

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
	12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
	06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
	12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
	06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
	12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
	06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
	12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
	12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
	06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
	12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
	06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
	12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
	06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
	12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	06/01/2018	\$31.90	\$11.00	\$15.50	\$0.00	\$58.40
	12/01/2018	\$32.68	\$11.00	\$15.50	\$0.00	\$59.18
	06/01/2019	\$33.43	\$11.00	\$15.50	\$0.00	\$59.93
	12/01/2019	\$34.22	\$11.00	\$15.50	\$0.00	\$60.72
	06/01/2020	\$34.97	\$11.00	\$15.50	\$0.00	\$61.47
	12/01/2020	\$35.75	\$11.00	\$15.50	\$0.00	\$62.25
	06/01/2021	\$36.50	\$11.00	\$15.50	\$0.00	\$63.00
	12/01/2021	\$37.29	\$11.00	\$15.50	\$0.00	\$63.79
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
	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
READY-MIX CONCRETE DRIVER TEAMSTERS LOCAL 25c	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RECLAIMERS OPERATING ENGINEERS LOCAL 4	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) ROOFERS LOCAL 33	08/01/2018	\$42.36	\$11.35	\$15.90	\$0.00	\$69.61
	02/01/2019	\$43.51	\$11.35	\$15.90	\$0.00	\$70.76

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$11.35	\$3.69	\$0.00	\$36.22
2	60	\$25.42	\$11.35	\$15.90	\$0.00	\$52.67
3	65	\$27.53	\$11.35	\$15.90	\$0.00	\$54.78
4	75	\$31.77	\$11.35	\$15.90	\$0.00	\$59.02
5	85	\$36.01	\$11.35	\$15.90	\$0.00	\$63.26

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.76	\$11.35	\$3.69	\$0.00	\$36.80
2	60	\$26.11	\$11.35	\$15.90	\$0.00	\$53.36
3	65	\$28.28	\$11.35	\$15.90	\$0.00	\$55.53
4	75	\$32.63	\$11.35	\$15.90	\$0.00	\$59.88
5	85	\$36.98	\$11.35	\$15.90	\$0.00	\$64.23

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	08/01/2018	\$42.61	\$11.35	\$15.90	\$0.00	\$69.86
	02/01/2019	\$43.76	\$11.35	\$15.90	\$0.00	\$71.01

For apprentice rates see "Apprentice- ROOFER"

Classification

SHEETMETAL WORKER
SHEETMETAL WORKERS LOCAL 17 - A

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$17.64	\$12.20	\$5.61	\$0.00	\$35.45
1	40	\$17.64	\$12.20	\$5.61	\$0.00	\$35.45
2	40	\$19.85	\$12.20	\$10.85	\$1.29	\$44.19
3	45	\$19.85	\$12.20	\$10.85	\$1.29	\$44.19
4	45	\$22.06	\$12.20	\$11.80	\$1.38	\$47.44
5	50	\$22.06	\$12.20	\$12.05	\$1.39	\$47.70
6	50	\$26.47	\$12.20	\$13.70	\$1.57	\$53.94
7	60	\$28.67	\$12.20	\$14.65	\$1.67	\$57.19
8	65	\$33.08	\$12.20	\$16.56	\$1.86	\$63.70
9	75	\$37.49	\$12.20	\$17.96	\$2.03	\$69.68
10	85					

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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SIGN ERECTOR

PAINTERS LOCAL 35 - ZONE 2

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
1	50	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
2	55	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
3	60	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
4	65	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
5	70	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
6	75	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
7	80	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
8	85	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35
9	90					

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
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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
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SPECIALIZED EARTH MOVING EQUIP > 35 TONS
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

Issue Date: 09/04/2018

Wage Request Number: 20180904-041

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	03/01/2018	\$57.78	\$9.12	\$18.15	\$0.00	\$85.05
	10/01/2018	\$59.28	\$9.12	\$18.15	\$0.00	\$86.55
	01/01/2019	\$59.28	\$9.47	\$18.35	\$0.00	\$87.10
	03/01/2019	\$60.78	\$9.47	\$18.35	\$0.00	\$88.60
	10/01/2019	\$62.28	\$9.47	\$18.35	\$0.00	\$90.10
	03/01/2020	\$63.78	\$9.47	\$18.35	\$0.00	\$91.60
	10/01/2020	\$65.28	\$9.47	\$18.35	\$0.00	\$93.10
	03/01/2021	\$66.78	\$9.47	\$18.35	\$0.00	\$94.60

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.22	\$9.12	\$8.90	\$0.00	\$38.24
2	40	\$23.11	\$9.12	\$8.90	\$0.00	\$41.13
3	45	\$26.00	\$9.12	\$8.90	\$0.00	\$44.02
4	50	\$28.89	\$9.12	\$8.90	\$0.00	\$46.91
5	55	\$31.78	\$9.12	\$8.90	\$0.00	\$49.80
6	60	\$34.67	\$9.12	\$10.40	\$0.00	\$54.19
7	65	\$37.56	\$9.12	\$10.40	\$0.00	\$57.08
8	70	\$40.45	\$9.12	\$10.40	\$0.00	\$59.97
9	75	\$43.34	\$9.12	\$10.40	\$0.00	\$62.86
10	80	\$46.22	\$9.12	\$10.40	\$0.00	\$65.74

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.75	\$9.12	\$8.90	\$0.00	\$38.77
2	40	\$23.71	\$9.12	\$8.90	\$0.00	\$41.73
3	45	\$26.68	\$9.12	\$8.90	\$0.00	\$44.70
4	50	\$29.64	\$9.12	\$8.90	\$0.00	\$47.66
5	55	\$32.60	\$9.12	\$8.90	\$0.00	\$50.62
6	60	\$35.57	\$9.12	\$10.40	\$0.00	\$55.09
7	65	\$38.53	\$9.12	\$10.40	\$0.00	\$58.05
8	70	\$41.50	\$9.12	\$10.40	\$0.00	\$61.02
9	75	\$44.46	\$9.12	\$10.40	\$0.00	\$63.98
10	80	\$47.42	\$9.12	\$10.40	\$0.00	\$66.94

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	09/01/2018	\$37.97	\$13.00	\$16.35	\$0.00	\$67.32
	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.19	\$13.00	\$0.46	\$0.00	\$28.65
2	40	\$15.19	\$13.00	\$0.46	\$0.00	\$28.65
3	45	\$17.09	\$13.00	\$13.06	\$0.00	\$43.15
4	45	\$17.09	\$13.00	\$13.06	\$0.00	\$43.15
5	50	\$18.99	\$13.00	\$13.37	\$0.00	\$45.36
6	55	\$20.88	\$13.00	\$13.67	\$0.00	\$47.55
7	60	\$22.78	\$13.00	\$13.96	\$0.00	\$49.74
8	65	\$24.68	\$13.00	\$14.26	\$0.00	\$51.94
9	70	\$26.58	\$13.00	\$14.56	\$0.00	\$54.14
10	75	\$28.48	\$13.00	\$14.85	\$0.00	\$56.33

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
2	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
3	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
4	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
5	50	\$19.17	\$13.00	\$13.73	\$0.00	\$45.90
6	55	\$21.08	\$13.00	\$14.03	\$0.00	\$48.11
7	60	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
8	65	\$24.91	\$13.00	\$14.66	\$0.00	\$52.57
9	70	\$26.83	\$13.00	\$14.96	\$0.00	\$54.79
10	75	\$28.75	\$13.00	\$15.27	\$0.00	\$57.02

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	08/01/2018	\$51.85	\$10.75	\$20.66	\$0.00	\$83.26
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2019	\$52.49	\$10.75	\$20.66	\$0.00	\$83.90
	08/01/2019	\$53.84	\$10.75	\$20.80	\$0.00	\$85.39
	02/01/2020	\$54.48	\$10.75	\$20.80	\$0.00	\$86.03
	08/01/2020	\$55.83	\$10.75	\$20.95	\$0.00	\$87.53
	02/01/2021	\$56.47	\$10.75	\$20.95	\$0.00	\$88.17
	08/01/2021	\$57.87	\$10.75	\$21.11	\$0.00	\$89.73
	02/01/2022	\$58.46	\$10.75	\$21.11	\$0.00	\$90.32

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.93	\$10.75	\$20.03	\$0.00	\$56.71
2	60	\$31.11	\$10.75	\$20.03	\$0.00	\$61.89
3	70	\$36.30	\$10.75	\$20.03	\$0.00	\$67.08
4	80	\$41.48	\$10.75	\$20.03	\$0.00	\$72.26
5	90	\$46.67	\$10.75	\$20.03	\$0.00	\$77.45

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.25	\$10.75	\$20.03	\$0.00	\$57.03
2	60	\$31.49	\$10.75	\$20.03	\$0.00	\$62.27
3	70	\$36.74	\$10.75	\$20.03	\$0.00	\$67.52
4	80	\$41.99	\$10.75	\$20.03	\$0.00	\$72.77
5	90	\$47.24	\$10.75	\$20.03	\$0.00	\$78.02

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	06/01/2018	\$39.35	\$7.70	\$15.40	\$0.00	\$62.45
LABORERS - FOUNDATION AND MARINE	12/01/2018	\$40.30	\$7.70	\$15.40	\$0.00	\$63.40
	06/01/2019	\$41.30	\$7.70	\$15.40	\$0.00	\$64.40
	12/01/2019	\$42.30	\$7.70	\$15.40	\$0.00	\$65.40
	06/01/2020	\$43.29	\$7.70	\$15.40	\$0.00	\$66.39
	12/01/2020	\$44.27	\$7.70	\$15.40	\$0.00	\$67.37
	06/01/2021	\$45.29	\$7.70	\$15.40	\$0.00	\$68.39
	12/01/2021	\$46.30	\$7.70	\$15.40	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	06/01/2018	\$38.07	\$7.70	\$15.40	\$0.00	\$61.17
LABORERS - FOUNDATION AND MARINE	12/01/2018	\$39.02	\$7.70	\$15.40	\$0.00	\$62.12
	06/01/2019	\$40.02	\$7.70	\$15.40	\$0.00	\$63.12
	12/01/2019	\$41.02	\$7.70	\$15.40	\$0.00	\$64.12
	06/01/2020	\$42.01	\$7.70	\$15.40	\$0.00	\$65.11
	12/01/2020	\$42.99	\$7.70	\$15.40	\$0.00	\$66.09
	06/01/2021	\$44.01	\$7.70	\$15.40	\$0.00	\$67.11
	12/01/2021	\$45.02	\$7.70	\$15.40	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER LABORERS - FOUNDATION AND MARINE	06/01/2018	\$37.95	\$7.70	\$15.40	\$0.00	\$61.05
	12/01/2018	\$38.90	\$7.70	\$15.40	\$0.00	\$62.00
	06/01/2019	\$39.90	\$7.70	\$15.40	\$0.00	\$63.00
	12/01/2019	\$40.90	\$7.70	\$15.40	\$0.00	\$64.00
	06/01/2020	\$41.89	\$7.70	\$15.40	\$0.00	\$64.99
	12/01/2020	\$42.87	\$7.70	\$15.40	\$0.00	\$65.97
	06/01/2021	\$43.89	\$7.70	\$15.40	\$0.00	\$66.99
	12/01/2021	\$44.90	\$7.70	\$15.40	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
	06/01/2018	\$50.23	\$7.70	\$15.80	\$0.00	\$73.73
	12/01/2018	\$51.18	\$7.70	\$15.80	\$0.00	\$74.68
	06/01/2019	\$52.18	\$7.70	\$15.80	\$0.00	\$75.68
	12/01/2019	\$53.18	\$7.70	\$15.80	\$0.00	\$76.68
	06/01/2020	\$54.17	\$7.70	\$15.80	\$0.00	\$77.67
	12/01/2020	\$55.15	\$7.70	\$15.80	\$0.00	\$78.65
	06/01/2021	\$56.17	\$7.70	\$15.80	\$0.00	\$79.67
	12/01/2021	\$57.18	\$7.70	\$15.80	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR LABORERS (COMPRESSED AIR)	06/01/2018	\$52.23	\$7.70	\$15.80	\$0.00	\$75.73
	12/01/2018	\$53.18	\$7.70	\$15.80	\$0.00	\$76.68
	06/01/2019	\$54.18	\$7.70	\$15.80	\$0.00	\$77.68
	12/01/2019	\$55.18	\$7.70	\$15.80	\$0.00	\$78.68
	06/01/2020	\$56.17	\$7.70	\$15.80	\$0.00	\$79.67
	12/01/2020	\$57.15	\$7.70	\$15.80	\$0.00	\$80.65
	06/01/2021	\$58.17	\$7.70	\$15.80	\$0.00	\$81.67
	12/01/2021	\$59.18	\$7.70	\$15.80	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	06/01/2018	\$42.30	\$7.70	\$15.80	\$0.00	\$65.80
	12/01/2018	\$43.25	\$7.70	\$15.80	\$0.00	\$66.75
	06/01/2019	\$44.25	\$7.70	\$15.80	\$0.00	\$67.75
	12/01/2019	\$45.25	\$7.70	\$15.80	\$0.00	\$68.75
	06/01/2020	\$46.24	\$7.70	\$15.80	\$0.00	\$69.74
	12/01/2020	\$47.22	\$7.70	\$15.80	\$0.00	\$70.72
	06/01/2021	\$48.24	\$7.70	\$15.80	\$0.00	\$71.74
	12/01/2021	\$49.25	\$7.70	\$15.80	\$0.00	\$72.75

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/2018	\$44.30	\$7.70	\$15.80	\$0.00	\$67.80
LABORERS (FREE AIR TUNNEL)	12/01/2018	\$45.25	\$7.70	\$15.80	\$0.00	\$68.75
	06/01/2019	\$46.25	\$7.70	\$15.80	\$0.00	\$69.75
	12/01/2019	\$47.25	\$7.70	\$15.80	\$0.00	\$70.75
	06/01/2020	\$48.24	\$7.70	\$15.80	\$0.00	\$71.74
	12/01/2020	\$49.22	\$7.70	\$15.80	\$0.00	\$72.72
	06/01/2021	\$50.24	\$7.70	\$15.80	\$0.00	\$73.74
	12/01/2021	\$51.25	\$7.70	\$15.80	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						
WAGON DRILL OPERATOR	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
LABORERS - ZONE 2	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR	06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
OPERATING ENGINEERS LOCAL 4	12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
	06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
	12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
	06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
	12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
	06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
	12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER	09/01/2018	\$55.69	\$11.82	\$16.01	\$0.00	\$83.52
PLUMBERS & GASFITTERS LOCAL 12	03/01/2019	\$57.19	\$11.82	\$16.01	\$0.00	\$85.02
	09/01/2019	\$58.69	\$11.82	\$16.01	\$0.00	\$86.52
	03/01/2020	\$60.19	\$11.82	\$16.01	\$0.00	\$88.02
	09/01/2020	\$61.69	\$11.82	\$16.01	\$0.00	\$89.52
	03/01/2021	\$63.19	\$11.82	\$16.01	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone)	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables)	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Apprentice - LINEMAN (Outside Electrical) - East Local 104		Effective Date -	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent	09/03/2017					
1	60		\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65		\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70		\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75		\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80		\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85		\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90		\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/05/2018	\$29.98	\$4.70	\$3.15	\$0.00	\$37.83
	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	05/05/2018	\$28.22	\$4.70	\$3.10	\$0.00	\$36.02
	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/05/2018	\$28.22	\$4.70	\$3.10	\$0.00	\$36.02
	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
TREE TRIMMER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground.						
This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

**ATTACHMENT
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT.)**

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick

This Contract is made this _____ day of _____, 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 _____, a _____ organized under the laws of the Commonwealth of Massachusetts, with a principal office located at _____ (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 of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the installation of a new lift at the Morse Institute Library in the Town of Natick, as set forth in the Request for Responses Related to the Installation of a New Lift in the Town of Natick, Massachusetts ("RFR"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Contractor shall exercise due care and diligence in the rendition 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.

3. Term

The Contractor shall commence work upon the issuance of a Notice to Proceed by the Town (_____). The work will be complete within ten (10) days following the issuance of the Notice to Proceed. Should the work not complete within ten(10) days following the issuance of the Notice to Proceed, the Contractor shall pay to the Town the sum of four hundred dollars and zero cents (\$400.00) per day, as liquidated damages, and not as a penalty, until such time as the work is complete.

4. Incorporation of the Request for Responses (RFR)/Order of Priority of Contract Documents

The provisions of the RFR and the Contractor's Response are incorporated herein

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick

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 RFR (if any)
Fourth Priority:	RFR
Fifth Priority:	Contractor's Response.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39K, the Town shall pay the Contractor the prices set forth in the Contractor's Response, 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 on this project 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.

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 Invitation for Responses, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services 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 of Natick,

**Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick**

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**

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 Town of Natick. Any equipment shall be warrantied against manufacturing and design defect for a minimum of one (1) year after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

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, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. **Insurance**

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
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- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick 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.
- f. 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 or the Contractor 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.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick 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 Contract.
- h. The Contractor shall also be required to provide to the Town of Natick 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 is named as an additional insured on each such policy.

**Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick**

- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
 - j. 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.
 - k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.
9. Indemnification
- 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 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 of Natick, 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

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
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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 sites which are the subject of this Contract and with all conditions of the RFR 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

The Contractor shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

The Contractor shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

The Contractor shall provide services under this Contract 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.

15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled substances, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
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right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. 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 Contract.

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 of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

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

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

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick

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 of Natick 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 services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or

**Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick**

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: Melissa A. Malone
 Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L. North, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services 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

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
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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 services 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 Response 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 Response documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national

**Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick**

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 Contract, 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 of Natick 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 other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. 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

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick

permitted by law.

- t. 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.
- u. 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.
- v. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left intentionally blank.)

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick

The Town of Natick, Massachusetts
by: the Natick Board of Selectmen

by: _____

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

Karis L. North, Esq.

Dated: _____

**Town of Natick, Massachusetts
Contract for Services Related to the Installation of a
New Lift at the Morse Institute Library in the Town of Natick**

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Title)

(Corporation Name)

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

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

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

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

Signature

Printed Name

Printed Title

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

Business Information

Business Details

Business Name: BODE EQUIPMENT COMPANY	Business ID: 586012
Business Type: Trade Name	Business Status: Active
Expiration Date: 10/12/2022	Last Renewal Date: 5/15/2017
Business Creation Date: 10/12/2007	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 10/12/2007	Mailing Address: NONE
Principal Office Address: 23 Londonderry Rd #12, Londonderry, NH, 03053, USA	Phone #: NONE
Business Email: NONE	Fiscal Year End Date: NONE
Notification Email: NONE	

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / material handling products and service	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

Name	Title	Address
Scott W Fawcett	Applicant	23 Londonderry Rd #12, Londonderry, NH, 03053, USA

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

9/27/2018

QuickStart

(/online/Home/)  Back to Home (/online)

9/27/2018

QuickStart

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us**
(/online/Home/ContactUS)

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CERTIFICATE OF LIABILITY INSURANCE

BODEE-1

OP ID: JB

DATE (MM/DD/YYYY)

10/02/2018

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

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PRODUCER
Brown & Brown (Merrimack)
309 Daniel Webster Highway
Merrimack, NH 03054
Chris McPhail

Phone: 603-424-9901
Fax: 866-848-1223

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Western Ins Co

10804

INSURER B: Acadia Insurance Company

31325

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
R.S. Fawcett, Inc. dba
Bode Equipment Company;
Service Handling Equipment Co.
23 Londonderry Road Unit 12
Londonderry, NH 03053

REVISION NUMBER:

COVERAGES

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CPA5123090-14 CG 00 01 (04/13)	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		CAA5123094-14	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		CUA5123095-14	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 75,000
A	Leased Equipment			CPA5123090-14	11/01/2017	11/01/2018	Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Town of Natick is listed as additional insured on the Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance when required by written contract.

CANCELLATION

CERTIFICATE HOLDER

Town of Natick Public Works
Attn: Bryan LeBlanc
75 West Street
Natick, MA 01760

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

AUTHORIZED REPRESENTATIVE

Julie Bernier

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/18

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT NAME: Aon Risk Services, Inc of Florida

PHONE (A/C, No, Ext): 800-743-8130

EMAIL ADDRESS: ADP.COI.Center@Aon.com

FAX (A/C, No): 800-522-7514

INSURER(S) AFFORDING COVERAGE

NAIC #

23841

INSURER A: New Hampshire Ins Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
ADP TotalSource FL XVII, Inc.
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
R S Fawcett Inc DBA Bode Equipment
23 Londonderry Rd Unit 12
Londonderry, NH 03053

CERTIFICATE NUMBER: 2180930

REVISION NUMBER:

COVERAGES

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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> OTHER						BODILY INJURY (Per person)	\$
	AUTOMOBILE LIABILITY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY							\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							\$
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							\$
	If yes, describe under DESCRIPTION OF OPERATIONS below							\$
A				WC 047020223 MA	07/01/18	07/01/19	E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for R S FAWCETT INC DBA BODE EQUIPMENT, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. R S FAWCETT INC DBA BODE EQUIPMENT is an alternate employer under this policy.

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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CERTIFICATE OF LIABILITY INSURANCE

BODEE-1

OP ID: JB

DATE (MM/DD/YYYY)
10/02/2018

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

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PRODUCER
Brown & Brown (Merrimack)
309 Daniel Webster Highway
Merrimack, NH 03054
Chris McPhail

Phone: 603-424-9901
Fax: 866-848-1223

CONTACT NAME:	FAX (A/C, No):
PHONE (A/C, No, Ext):	
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Continental Western Ins Co	NAIC # 10804
INSURER B: Acadia Insurance Company	31325
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
R.S. Fawcett, Inc. dba
Bode Equipment Company;
Service Handling Equipment Co.
23 Londonderry Road Unit 12
Londonderry, NH 03053

REVISION NUMBER:

COVERAGES

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CPA5123090-14 CG 00 01 (04/13)	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		CAA5123094-14	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		CUA5123095-14	11/01/2017	11/01/2018	WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 75,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Leased Equipment		N/A	CPA5123090-14	11/01/2017	11/01/2018	Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Town of Natick is listed as additional insured on the Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance when required by written contract.

CANCELLATION

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

CERTIFICATE HOLDER

Town of Natick Public Works
Attn: Bryan LeBlanc
75 West Street
Natick, MA 01760

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/18

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PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT NAME: Aon Risk Services, Inc of Florida
PHONE (A/C, No, Ext): 800-743-8130
FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com

INSURER(S) AFFORDING COVERAGE
INSURER A : New Hampshire Ins Co
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :
NAIC # 23841

INSURED
ADP TotalSource FL XVII, Inc.
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
R S Fawcett Inc DBA Bode Equipment
23 Londonderry Rd Unit 12
Londonderry, NH 03053

CERTIFICATE NUMBER: 2180930

REVISION NUMBER:

COVERAGES

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 047020223 MA	07/01/18	07/01/19	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for R S FAWCETT INC DBA BODE EQUIPMENT, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. R S FAWCETT INC DBA BODE EQUIPMENT is an alternate employer under this policy.

CANCELLATION

CERTIFICATE HOLDER

Town of Natick Public Works
75 West Street
Natick, MA 01760

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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Bryan LeBlanc
Town Of Natick
14 East Central Street
Natick, MA 01760

Contact Email: bleblanc@natickma.org
Contact Phone: 508-314-6403

Thank you for the opportunity to serve you and your team. Since 1975, we have provided material handling solutions to organizations throughout New England. We have offices in New Hampshire and Massachusetts with sales, support and service personnel ready to assist.

The following is a response for additional documentation for the Replacement of the Lift of the Morse Institute Library.

1. Since 1975, Bode Equipment Company has been serving New England with material handling systems and overhead door/loading dock solutions. Acquired by the Steve Fawcett and his family in 1985, Bode has been a family-owned and operated business for 30 years. During Steve's tenure, Bode Equipment Company focused on working with end-users solving their material handling needs and contractors who needed overhead door/loading dock solutions.

About Our Company - Visit BodeEquipment.com

Since 1975, Bode Equipment Company has been providing quality equipment, installation and service to clients throughout New England. In 2010, we acquired Service Handling Equipment Company (incorporated in 1956) in Marlborough, MA to expand our reach and increase our capabilities. Having both offices in the heart of New England, has allowed us to grow, becoming a dominant player in the industry. Our core competencies are as follows:

- Storage Solutions
- Loading Dock and Overhead Doors
- Construction Services
- Modular Structures
- Lifting Systems
- Layout and Design (AutoCAD/SolidWorks)

2. Permits (Not Required)
3. Insurance Certificates (See Attached and sent to you directly by our insurance co.)
4. Successfully Completed Jobs:

1. Jon Marshall, Town of Natick Rec. Dept., 179 Boden Lane, Natick, MA (2016)
2. Tom Sullivan, Lytron Incorporation, 55 Dragon Ct., Woburn, MA
3. David Benoit, Bixby International Corporation, 1 Preble Rd. Newburyport, MA
4. Steve Stove, Excelitas Technologies Corporation, 35 Congress St., Salem, MA
5. Bruce Everett, Waters Corporation, 177 Robert Treat Pain, Taunton, MA
6. Keon Grey, Bemis Associates, 1 Bemis Way, Shirley, MA
7. Kim Rice, Genzyme Corporation, 74 New York Ave. Framingham, MA
8. Greg Merrill, Boston Centerless, 11 Presidential Way, Woburn, MA

5. Statement of experience of Personnel
Coye Phifer, 6 years
Ben Fields, 2 years
Steve Grand, 4 months
We will use a forklift to remove the old lift, unload the new one and install it in the pit.
6. Finance Statement/Bank References. Bode Equipment Co. is a privately held company, that information is not given out. (Bank Reference sheet attached)
7. Letter of Good Standing from the Secretary of the Commonwealth of Mass (attached)

Thank you for the opportunity. We value the relationship and thank you for considering our organization. We look forward to earning your business today and for years to come.

Sincerely,

Greg Warren

Greg Warren
Email: Greg.Warren@BodeEquipment.com
Mobile:

What else can we do for you?

Mezzanines – Modular Offices – Pallet Racking – Shelving – Conveyors – Lifts/Cranes/Hoists
Scissor Lifts/Tilters – Workstations – Dock Levelers/Seals – Overhead Doors – Steel Roll Up Doors
High Speed Doors – Stretch Wrappers – Modular Drawers – Bins/Totes/Containers – Custom Solutions

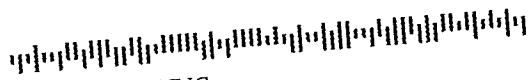


Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0472408704
Notice Date: October 4, 2018
Case ID: 0-000-579-142

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



R S FAWCETT INC
23 LONDONDERRY RD
LONDONDERRY NH 03053-3314

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, R S FAWCETT INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Attn: Bryan Le Blanc
Town Of Natick

Natick, MA 01760
Phone: 508-647-6438

Bode Equipment Co. Credit References:

Southworth Products
PO Box 1380
Portland, ME 04104
Phone: 800-743-1000
Fax: 207-797-4734

WilDeck
405 Commerce Street
Waukesha, WI 53186
Phone: 800-325-6939
Fax: 262-549-3466

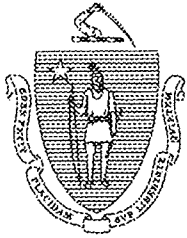
Morse Manufacturing
PO Box 518
East Syracuse, NY 13057
Phone: 315-437-8475
Fax: 315-437-1029

Bank
Eastern Bank
11 Trafalgar Square Suite 105
Nashua, NH 03063
Account #1010135287
Phone: 603-546-0012

Bode Equipment Co. is a dba of R.S.Fawcett, Inc.
Bode Equipment Company has been in business since 1975.
R.S. Fawcett, Inc. purchased Service Handling Equipment Company, incorporated in 1956, located in MA in 2010.
R.S. Fawcett, Inc. is a corporation registered in New Hampshire
Federal Identification Number: 02-0391698
DUNS number: 15-414-2772
The State of NH does not have a sales tax

Please E-Mail Invoices to:
AP@BodeEquipment.com

Or Mail to:
23 Londonderry Road, Unit 12
Londonderry, NH 03053



William Francis Galvin
Secretary of the
Commonwealth

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

Date: October 29, 2018

To Whom It May Concern :

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

R. S. FAWCETT, INC.

a corporation organized under the laws of

NEW HAMPSHIRE

on **September 04, 1985** was qualified to do business in this Commonwealth on

October 22, 2018 under the provisions of the General Laws, and I further certify that said

corporation is still qualified to do business in this Commonwealth.

I also certify that said corporation is not delinquent in the filing of any annual reports required to
date.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

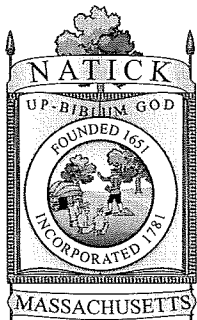
William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18100548710

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

Processed by:



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
Anthony Comeau, Supervisor, Water and Sewer Division, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: November 15, 2018

SUBJECT: CONTRACT AWARD
SPRINGVALE TRANSFER SWITCHES/4M GENERATOR

On October 25, 2018, bids were received for reconditioning of Springvale No. 4 Transfer Switch/4M Generator in the Town of Natick, Massachusetts. Bids were received from five (5) bidders. (See attached.)

Dagle Electrical Construction Corp., Inc. (“Dagle”) is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Dagle for the complete main bid work, as provided for in the Town’s Invitation for Bids. The amount of the award will be for \$172,175.00, as provided for in Dagle’s bid. Mr. Marsette, Mr. Comeau, and I have reviewed the bids received and have checked the references and qualifications of Dagle.

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

Bids Received: 10/25/18

Newspaper Advertisement (Metrowest Daily News): 09/27/18

Town Hall Posting: 09/24/18

Website Posting: 09/21/18

Central Register: 09/26/18

COMMBUYS Posting: 09/21/18

Funding: Acct#65020106-583000 FY2017 FTM
Acct#65020103-585600 FY2017 SATM Art 14D
Acct#654516-585600 FY2016 SATM Art 21
Acct#65020107-583000 FY2017 FTM

Bids Received: See attached.

*Haley & Ward to Papadatos
final execution version*

AGREEMENT

THIS AGREEMENT made this twenty 2nd day of November in the year 2016 by and between the Town of Natick, Massachusetts having an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, (hereinafter called OWNER), by its Board of Selectmen, and

Dayle Electrical Construction Corporation, having an address of 68 Industrial Way, Weymouth, MA 01887 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 will commence the Work as specified or indicated in the Contract Documents as defined in Article 8 herein.

1.2 The work consists of the replacing an automatic transfer switch at the Springvale Water Treatment plant and replacing the 4M Water Pump Station natural gas generator.

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 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 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 the work required by the Contract Documents in accordance 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 after the date when the Contract Time commences to run in accordance with the Notice to Proceed and will be completed and ready for final payment within one hundred and sixty five (165) consecutive calendar days after the date when the Contract Time commences to run in accordance with 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) for each day that expires after the time in paragraph 3.1 of this section for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work, within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Eight Hundred** dollars (\$800.00) for each day that expires after the time 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, OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

TOTAL CONTRACT PRICE (\$ 172,175.00)

One Hundred Seventy-Two Thousand One Hundred Seventy-Five Dollars and zero cents.
Contractor's General Bid is attached to this Agreement as an exhibit.

ARTICLE 5. PAYMENT PROCEDURES

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.

5.1. 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.

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

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") (pages 1 to 10, inclusive).
- 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 Drawings, consisting of a cover sheet and sheets numbered: M1, A1, E1-E14

with each sheet bearing the following general title:

Town of Natick, Massachusetts
Board of Selectmen

Springvale Transfer Switch and 4M Generator
Contract No. W-150

8.13. Addenda numbers Ø to Ø, inclusive.

8.14 Change Order (s)

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

CONTRACTOR shall compensate the Town for all damage to Town of Natick property of any nature arising out of CONTRACTOR's work. 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 CONTRACTOR or its subcontractor(s) of their obligations under this Contract, or the act or omission of 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 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 CONTRACTOR or any of its officers or employees regarding the subject matter of the Contract.

ARTICLE 10: INSURANCE

10.1 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) calendar 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 CONTRACTOR from any duty or responsibility under the Contract Documents.

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

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

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

11.5 This Agreement shall be governed by and construed in accordance with the Massachusetts law.

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

11.7 This Agreement shall be guided by the Commonwealth of Massachusetts Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program. The goal for Affirmative Action is five percent (5%) minority workforce. CONTRACTOR shall take all affirmative steps necessary to achieve these goals, and shall provide required reports.

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

11.11 The Town of Natick may defer payment to 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 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 of any breach hereof by CONTRACTOR.

11.13 CONTRACTOR shall provide services under this Agreement as an independent CONTRACTOR with the Town of Natick and 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 CONTRACTOR or by any guarantor of CONTRACTOR for the benefit of creditors, or if a petition is filed by CONTRACTOR or by any guarantor of 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 CONTRACTOR and such involuntary petition is not discharged within ninety (90) calendar days thereafter, in any event the Town may terminate this Contract upon written notice to 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 OWNER may terminate this Contract upon written notice to 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, 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:

Town of Natick, Massachusetts

CONTRACTOR:

Dagle Electrical Construction Corp., Inc.
Printed Name of CONTRACTOR

By _____
Signature

The Natick Board of Selectmen

By: _____
Signature

Jonathan H. Freedman, Chairman

Amy K. Mistrot

Susan G. Salamoff, Vice-Chairman

Susan G. Salamoff

Richard P. Jennett, Jr., Clerk

Michael J. Hickey, Jr.

Michael J. Hickey, Jr.

Jonathan H. Freedman

Amy K. Mistrot

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

[CORPORATE SEAL]

Attest

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

VOTED: To authorize and empower either _____,

(Name) (Title);
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

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

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

Signature

Printed Name

Printed Title

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

Address for giving notices:

Board of Selectmen

Natick Town Hall

13 East Central Street

Natick, MA 01760

Contractor Address for giving notices:

President
Dagle Electrical Contracting Corp. Inc.
68 Industrial Way
Wilmington, MA 01887

CERTIFICATE OF APPROPRIATION

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

Arti P. Mehta
Comptroller

Date

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

John P. Flynn, Esq.

Klaus L. North, Esq.

Date

Town of Natick
Invitation for Bids
Contract No. W-150
Bid
SPRINGVALE TRANSFER SWITCH AND 4M
GENERATOR

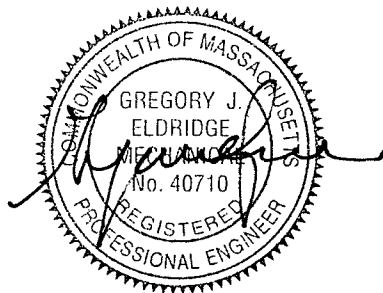


SEALED BIDS will be received at the Procurement Office by:

Date: General Bids:
October 25, 2018

Time: 11:00 A.M.

Place: **Procurement Office**
Natick Department of Public Works
75 West Street
Natick, MA 01760



Haley and Ward, Inc.
Civil and Environmental Engineers
63 Great Road, Suite 200
Maynard, Massachusetts 01754
PHONE: (978) 648-6025 FAX: (978) 648-6068

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-------	------------------

DIVISION 9 – FINISHES

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-------	----------

DIVISION 10 – SPECIALTIES OMITTED

DIVISION 11 – EQUIPMENT OMITTED

DIVISION 12 - FURNISHINGS OMITTED

DIVISION 14 – CONVEYING SYSTEMS

OMITTED

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NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-150

SPRINGVALE TRANSFER SWITCH AND 4M GENERATOR

INVITATION FOR BIDS

Bid

Pursuant to the provisions of Chapter 149, Sections 44A to 44H, inclusive, of the Massachusetts General Laws, the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, the Awarding Authority, (hereinafter referred to as "Owner"), by the Natick Board of Selectmen, will receive sealed bids for the General Contract from responsible and eligible bidders for the Springvale Transfer Switch and 4M Generator (Contract No. W-150) until 11:00 A.M., Thursday, October 25, 2018 (local time), at the DPW Building, 75 West Street, Natick, MA 01760, at which time they will be publicly opened, read, and registered. 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.

The DCAMM classification required for the general contractor is "Electrical".

Each and every bid shall be submitted on the Bid Form furnished with the Bidding Documents and shall be sealed in an envelope which is clearly marked in the lower left hand corner "BID FOR SPRINGVALE TRANSFER SWITCH AND 4M GENERATOR."

A voluntary pre-bid meeting will be held for 9:30 A.M. local time Thursday, October 18, 2018 starting at the Springvale Water Treatment Plant on Route 9 in Natick, Massachusetts.

This Invitation for Bids contemplates the following Work to be performed: Replacement of an automatic transfer switch at the Springvale site and replacement of the natural gas generator at the 4M wastewater pump stations.

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

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. 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 Natick Department of Public Works, 75 West Street, Natick, MA 01760, during normal business hours, generally 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, October 3, 2018.

A complete hard copy set of the Bidding Documents may be obtained from the Engineer, Haley and Ward, Inc., for a deposit of One Hundred Dollars (\$100.00) 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 of 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", in the case of a Bid for the General Contract, (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"; (3) a copy of a "Certificate of Eligibility" issued by the Deputy Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) showing that the Bidder has the classification and capacity rating to perform the work required; and (4) an update statement in such form as the Deputy Commissioner of DCAMM shall prescribe.

Wage rates paid under this Contract are subject to the minimum prevailing wage rates established under the provisions of Chapter 149, Sections 26 to 27G inclusive of the Massachusetts General Laws.

The successful Bidder shall furnish a Performance Bond in the amount of one hundred percent (100%) of the amount of the Contract and a Payment Bond in the amount of one hundred percent (100%) of the amount of the Contract with a surety company which is acceptable to Owner.

No Bidder may withdraw his Bid for a period of thirty (30) days (Saturdays, Sundays and legal holidays excluded) after the actual date of the opening of the General Bids.

Bids for this Contract are subject to the provisions of Massachusetts General Laws Chapter 149, Sections 44A *et seq.*

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.

Bidder's attention is directed to the Non-Discrimination in Employment 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.

The award of any contract pursuant to this Invitation for Bids is subject to appropriation by Natick Town Meeting.

Town of Natick, Massachusetts

BOARD OF SELECTMEN

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

Town Administrator
Melissa A. Malone

Director of Public Works
Jeremy Marsette, P.E.

Haley and Ward, Inc., Engineers
Maynard, MA 01754

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INSTRUCTIONS TO BIDDERS

ARTICLE 1. DEFINED TERMS AND PROCEDURES

1.1. Terms used in these Instructions to Bidders that are defined in the Standard General Conditions of the Construction Contract (EJCDC Document 1910-8, latest edition) and in the Supplementary Conditions have the meanings assigned to them in the General Conditions and in the Supplementary Conditions.

1.2. Other terms used in the Bidding Documents and not defined elsewhere have the following meanings which are applicable to both the singular and plural thereof:

1.2.1. Owner - the terms "Owner" and "Town" are interchangeable and shall mean the "Town of Natick, Massachusetts".

1.2.2. Engineer - shall mean Haley and Ward, Inc., whose address for all correspondence concerning the Bidding Documents shall be 63 Great Road, Suite 200, Maynard, Massachusetts 01754.

1.2.3. Bidder - shall mean one who submits a Bid directly to Owner.

1.2.4. General Bidder - shall mean one who submits a Bid directly to Owner on the Work.

1.2.5. Filed Sub-Bidder - shall mean one who submits a Bid directly to Owner on the work of a Filed Sub-Contract.

1.2.6. Successful Bidder - shall mean the lowest, qualified, responsible and responsive Bidder, as those terms are defined in M.G.L. c. 149, §44A, to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.2.7. Bidding Documents - includes the Invitation for Bids, Instructions to Bidders, the Bid Form and the proposed Contract Documents (which include the Specifications, the Drawings and all Addenda issued prior to receipt of Bids).

1.2.8. Bid Form - shall mean either the "Bid Form for General Bid" or the "Bid Form for Filed Sub-Bid," unless a specific Bid Form is named.

1.2.9. Work - The furnishing all of labor, materials, equipment and other incidentals necessary for or convenient to the successful completion of the Contract and the carrying out of all the duties and obligations imposed by the Contract. Work shall include, in addition to work to be performed on the Contract location in the actual construction process, necessary shop plans, computations, ordering of materials and equipment, fabrication of material, parts and components, etc.

1.2.10. Provide - Wherever the word "provide" is used in the Specifications in reference to work to be performed by the Contractor, it shall be understood to mean "furnished and installed complete in place."

1.3. The procedure which is described in the Bidding Documents for Bidding and Award of a Contract for the Work will be in accordance with the provisions of Chapter 149, Sections 44A through 44H inclusive of the General Laws of the Commonwealth of Massachusetts, as last revised (hereinafter referred to as "M.G.L. c.149" appropriate Section).

ARTICLE 2. COPIES OF BIDDING DOCUMENTS

2.1. Bidding Documents, including Specifications and Drawings, may be examined at the Natick Department of Public Works, 75 West Street, Natick, MA 01760, during normal business hours, generally 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, October 3rd, 2018.

2.2. Complete sets of the Bidding Documents may be obtained from the Engineer, during normal business hours, generally 8:00 A.M. to 4:00 P.M. local time, Monday through Friday, beginning on Wednesday, October 3rd, 2018, for the deposit sum stated in the Invitation for Bids. The deposit will be refunded to document holders of record who return the Bidding Documents to the Engineer in good condition within fourteen (14) calendar days after opening of Bids for work of the General Contract. One (1) set of the Bidding Documents will be furnished for the deposit sum stated in the Invitation for Bids.

2.3. All requests for mailing of Bidding 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 "Haley and Ward, Inc.". One (1) set of Bidding Documents will be mailed for the mailing fee stated in the Invitation for Bids.

2.4. CONTRACTOR may request to download Bidding Documents for free by contacting Haley and Ward, Inc.

2.5. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.6. Owner and Engineer, in making copies of Bidding 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.

ARTICLE 3. QUALIFICATIONS OF BIDDERS

3.1. To demonstrate qualifications to perform the Work, each Bidder shall be prepared to submit, within five (5) calendar days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for below. Each Bid shall contain evidence of Bidder's qualification to do business in the Commonwealth of Massachusetts or a covenant to obtain such qualification prior to award of the contract.

3.2. Bids shall be valid only when accompanied by all of the following: (1) a fully completed and properly executed "Bid Form for General Bid", in the case of a Bid for the General Contract, (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"; (3) a copy of a "Certificate of Eligibility" issued by the Deputy Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) showing that the Bidder has the classification and capacity rating to perform the work required; and (4) an update statement in such form as the Deputy Commissioner of DCAMM shall prescribe.

Any Bid submitted without the appropriate certification and update statement shall be invalid; and Owner shall reject such Bid.

3.3. Owner reserves the right to reject any Bid if the evidence submitted by such Bidder, or the investigation of such Bidder, fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

ARTICLE 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. It is the responsibility of each Bidder before submitting a Bid to: (a) attend the voluntary pre-bid meeting scheduled for 9:30 A.M. EST October 18, 2018 starting at the Springvale Water Treatment Plant (b) examine the Contract Documents thoroughly; (c) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (d) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Reference is made to the Supplementary Conditions for identification of:

4.2.1. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Each Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site and which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings, but not upon the completeness thereof, for the purposes of bidding or construction.

4.2.3 Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.2.1 and 4.2.2 are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

4.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraph 4.2 and 4.3 of the General Conditions.

4.5. Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6. Upon request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, shall clean up, and shall restore the site to its former condition upon completion of such exploration.

4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.8. The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4.9. 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 the Bidder or relieve him from fulfilling any of the conditions of the Contract.

ARTICLE 5. INTERPRETATIONS AND ADDENDA

5.1. All questions about the meaning or intent of the Contract Documents are to be directed in writing to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) calendar days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications shall be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

5.3 Addenda notification will be distributed by email to all parties recorded by Haley and Ward, Inc. as having received bidding documents. Each Bidder shall download addendums from Haley and Ward's website. Alternative methods of distributing addendum shall be requested by the party recorded as receiving bidding documents. Each Bidder shall be responsible for determining that it has received all Addenda that 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 shall not invalidate the delivery of the Addendum notification.

5.4 Bidder shall be responsible for determining that it has received all Addenda which have been issued.

ARTICLE 6. BID SECURITY

6.1. Each Bid shall be accompanied by Bid security 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 Owner. A Bid Bond shall be: (a) in a form satisfactory to Owner; (b) with a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to Owner; and (c) conditional upon the faithful performance by the principal of the agreements contained in the Bid.

The amount of such Bid security shall be five (5%) per cent of the PROPOSED CONTRACT PRICE as entered in the Bid Form for General Bid.

6.2. All Bid security of General Bidders, except those of the three (3) lowest responsible and eligible General Bidders, shall be returned within five (5) days (Saturdays, Sundays and legal holidays excluded) after the opening of the General Bids.

The Bid security of the three (3) lowest responsible and eligible General Bidders shall be returned upon the execution and delivery of the General Contract or, if no award is made, within thirty (30) days (Saturday, Sundays and legal holidays excluded) after the opening of the General Bids; except that if any General Bidder who fails to perform its agreement to execute a General Contract and furnish a Performance Bond and also a Labor and Materials or Payment Bond as stated in its Bid in accordance with MGL c.149 Section 44E, its Bid security shall become the property of Owner, as liquidated damages; provided that the amount of the Bid security which becomes the property of Owner shall not, in any event, exceed the difference between its Bid and the Bid of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the General Bidder, its Bid security shall be returned.

6.3. Any Bid which is not accompanied by Bid security as described in Paragraph 6.1 shall be invalid; and Owner shall reject such Bid.

ARTICLE 7. CONTRACT TIME

7.1. The number of days within which the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Agreement, as may be modified by the General Conditions or Supplementary Conditions.

ARTICLE 8. LIQUIDATED DAMAGES

8.1. Provisions for liquidated damages are set forth in the Agreement or in the General Conditions or Supplementary Conditions.

ARTICLE 9. SUBSTITUTE OR "OR-EQUAL" ITEMS

9.1. 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). The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the General Requirements.

ARTICLE 10. FILED SUB-BIDS AND SUB-CONTRACTS - OMMITTED

ARTICLE 11. BID FORM

11.1. The term "Bid Form" shall apply to "Bid Form for General Bid" unless the specific Bid Form is named.

11.2. The Bid price of each item on the Bid Form shall be written in words and in figures. In the event there is a discrepancy in the Bid between a Bid price written in words and a Bid price written in figures, the Bid Price stated in words shall govern.

11.3. All Bids will be compared on the basis of the "**Proposed Lump Sum Contract Price**" listed on the Bid Form for General Bid. The Bid entered shall be for the complete Work as specified and shall include the work of the General Contractor and Sub-Bid Contractor, unless adequate funds are not available.

11.4. Bids by corporations shall be executed in the corporate name by the president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.5. Bids by partnerships shall be executed in the partnership name and shall be signed by a partner, whose title shall appear under the signature and the official address of the partnership shall be shown below the signature.

11.6. All names shall be typed or printed in ink below the signature.

11.7. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form). If no Addenda are received the Bidder shall fill in "none" on the Bid Form.

11.8. The address, e-mail and telephone number for communications regarding the Bid shall be shown.

11.19. A conditional or qualified Bid shall not be accepted.

ARTICLE 12. SUBMISSION OF GENERAL BIDS

12.1. General Bids shall be submitted at the time and place indicated in the Invitation for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title, as indicated in the Invitation for Bids, and name and address of the Bidder, and shall be accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it and addressed as indicated in the Invitation for Bids.

12.2. Bids submitted for the Work of the General Contract 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 and in a form as described in the Instructions to Bidders; (3) a copy of a "Certificate of Eligibility" issued by the Deputy Commissioner of

the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) showing that the Bidder has the classification and capacity rating to perform the work required. (The DCAMM classification required for this project is "Electrical".); and (4) an update statement in such form as the Deputy Commissioner of DCAMM shall prescribe.

12.3 The Bidder assumes all responsibility for the Bid arriving on time. Bids received after the time specified in the Invitation for Bids shall not be accepted. No faxed Bids shall be accepted. The time of receipt of a Bid will 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.

ARTICLE 13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1. Bids may be modified only by an appropriate document duly executed (in the manner that a Bid shall be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. Bids may be withdrawn at any time prior to the scheduled time (or authorized postponement thereof) for the opening of Bids.

ARTICLE 14. OPENING OF BIDS

14.1. All Bids will be opened and read aloud publicly at the time and place indicated in the Invitation for Bids.

14.2. Any Bid received after the time and date specified in the Invitation for Bids shall not be considered.

ARTICLE 15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

15.1. All Bids will remain subject to acceptance by Owner for a period of thirty (30) days (Saturdays, Sundays and legal holidays excluded) after the actual day of opening of General Bids.

ARTICLE 16. AWARD OF CONTRACT

16.1. The Contract will be awarded, pursuant to M.G.L. c. 149, §44A, to the lowest responsible and eligible Bidder. According to M.G.L. c. 149, §44A, the term "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 M.G.L. c. 149, §44D.

According to M.G.L. c. 149, §44A, the term "Eligible" means able to meet all requirements for bidders or offerors set forth in M.G.L. c. 149, §§44A-44H and not debarred from bidding under M.G.L. c. 149, §44C

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.

16.2. The Owner reserves the right to eliminate sections of the work or parts of sections, as may be determined by them as a basis of award, to keep within the limits of available funds, or to add sections of the work previously eliminated, provided that such action comports with generally accepted principles of public bidding in the Commonwealth.

16.3. Owner reserves the right to reject any and all Bids, to waive any and all informalities if it is in the Owner's best interest to do so, and the right to disregard all nonconforming, non-responsive or conditional Bids.

16.4. Owner also reserves the right to reject the Bid of any Bidder that it considers to be unqualified relative to Article 3 of these Instructions to Bidders.

16.5. Every Bid which is not accompanied by all of the items required by Articles 12.2 and 12.3 of these Instructions to Bidders or which otherwise does not conform with MGL c.149 Section 44A to 44H inclusive, or which is on a form not completely filled in, or which is incomplete, conditional or obscure or which contains any addition not called for, shall be invalid and shall be rejected by Owner.

16.6. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.7. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty (30) days (excluding Saturdays, Sundays and legal holidays) after the day of the General Bid opening. All Bids shall remain open for thirty (30) days (excluding Saturdays, Sundays and legal holidays) after the day of the General Bid opening, but Owner may, in their sole discretion, release any Bid and return the Bid security prior to that date. The time allowed between the opening of General Bids and the Notice of Award of the Contract specified above may be extended by mutual agreement between Owner and the Bidder.

ARTICLE 17. CONTRACT SECURITY AND INSURANCE CERTIFICATES

17.1. Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required performance and payment Bonds.

17.2. Article 5 of the General Conditions and Supplementary Conditions sets forth Owner's requirements as to insurance. When the successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by certificates indicating that the required insurance has been secured.

17.3. 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.

17.4. 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. 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. 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 cancelled or materially amended before the Expiration date therefore, the issuing insurer will mail within thirty (30) calendar days written notice to the certificate holder named to the left".

17.5 The Successful Bidder 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 is named as an additional insured on each such policy.

ARTICLE 18. SIGNING OF AGREEMENT

18.1. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within five (5) calendar days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by Owner, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds and insurance certificates. Within ten (10) calendar days thereafter, Owner will deliver one fully signed counterpart to Contractor.

18.2. If the Successful Bidder fails to perform its agreement to execute a Contract in accordance with the terms of its Bid, within the above time limits, and furnish the required Bonds and insurance certificates, which are acceptable to Owner, Owner may consider the Bidder in default.

If the Bidder is determined to be in default, Bidder's Bid security shall become the property of Owner, as liquidated damages, and Owner will consider the Bid of the next lowest responsible and eligible Bidder.

ARTICLE 19. NOTICE TO PROCEED

19.1. The Notice to Proceed will be issued within thirty (30) calendar days of the execution of the Agreement by Owner. This time may be extended by mutual agreement between Owner and Successful Bidder.

19.2. The Notice to Proceed will establish the date of Commencement of the Work, the date of Substantial Completion and the date of Final Completion, as they are defined in the General Conditions and the Supplementary Conditions.

ARTICLE 20. SALES AND USE TAX EXEMPTION

20.1. Owner is exempt from Commonwealth of Massachusetts Sales and Use Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. Owner shall provide a Certificate of Exemption Number at the pre-construction meeting.

ARTICLE 21. LAWS, REGULATIONS AND PERMITS

21.1. The Bidder's attention is directed to the fact that all applicable local, federal and state laws; municipal ordinances; and the rules and regulations of all authorities having jurisdiction over the Work, shall apply to the Contract throughout, and they shall be deemed to be included in the Contract Documents as though they were written out in full therein.

21.2. Neither Owner nor Engineer shall be responsible for monitoring Bidder's compliance with any Laws or Regulations.

21.3 Contractor shall obtain building, electrical, road opening and trench opening permits.

ARTICLE 22. MINIMUM PREVAILING WAGE RATES

22.1. Minimum Prevailing Wage Rates as determined by the Commissioner of the Executive Office of Labor and Workforce Development (EOLWD) under the provisions of the Commonwealth of Massachusetts General Laws, Chapter 149, Section 26 to 27D, as last revised, shall apply to the Work of this Contract. The Minimum Prevailing Wage Rates Determination of the Commissioner for the Work is included in the Supplementary Conditions.

22.2. The Minimum Prevailing Wage Rates Determination establishes minimum prevailing wage rates only. Owner will not consider any claims by Contractor for additional compensation which is paid in excess of these minimum prevailing wage rates.

22.3. The Minimum Prevailing Wage Rates Determination shall be kept posted in a conspicuous place at the site of the Work throughout the active progress of the Work.

22.4. 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 Bidder employing these methods.

22.5. The Contractor shall submit weekly payrolls to the Owner during the progress of this Contract for each day work is performed.

ARTICLE 23. GUARANTEE

23.1. 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.

23.2 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.

23.3 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 a) the Contractor fully completes the work and b) the Owner takes possession for occupancy. 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.

ARTICLE 24. WEATHER PROTECTION

24.1. Pursuant to Section 44G of M.G.L. 149, the Contractor is hereby reminded of the specific requirements to provide weather protection and adequate heat for all construction included in this Contract during the months of November through March.

ARTICLE 25. NONDISCRIMINATION IN EMPLOYMENT

25.1. The policy of the Program in brief states that:. 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.

ARTICLE 26. SAFETY

26.1. This project is subject to the Safety and Health Regulations of the U.S. Department of Labor, as set forth in Title 29 CFR Part 1926, to all subsequent amendments thereto, and to the Massachusetts Executive Office of Labor and Workforce Development (EOLWD), 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.

26.2. Each Bidder 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; that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United State Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work. He shall also certify that he 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.

ARTICLE 27. MANUFACTURER'S EXPERIENCE

27.1. Whenever it is written that an equipment manufacturer shall have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide an "Efficiency Guarantee Bond" or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

ARTICLE 28. CONTRACT TERMINATION

28.1. In addition to rights afforded under the Contract General Conditions, the Town reserves the right to terminate this 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.

ARTICLE 29. UNBALANCED BIDS

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

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

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BID FORM FOR GENERAL BID

DESCRIPTION	PAGE NUMBER
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Tax Compliance Certification	00300-8
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Bid Bond	00310-1/3

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-150

SPRINGVALE TRANSFER SWITCH AND 4M GENERATOR

BID FORM FOR GENERAL BID

To the Awarding Authority: Town of Natick, Massachusetts
Board of Selectmen
Natick Town Hall
13 East Central Street
Natick, MA 01760

- A. The undersigned Bidder proposes to furnish all labor and materials required for the Springvale Transfer Switch and 4M Generator in Natick, Massachusetts, in accordance with the accompanying plans and specifications prepared by Haley and Ward, Inc. for the Contract price specified below, subject to additions and deductions according to the terms of the specifications.
- B. This bid includes addenda numbered ____.
- C. The Proposed Contract Price is: _____ dollars
(use words)
- \$ _____
(price in figures)
- D. The subdivision of the proposed contract price is as follows:
- Item 1 The Work of the General Contractor.
Total Proposed Contract Price for General Bid (\$ _____)
(price in figures)
- E. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a

performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

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

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder 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.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that it has reviewed the insurance requirements contained in the Contract Documents and certifies that it can meet them. The Bidder also certifies its completion of the attached Contractor Certification forms.

The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the amount of five (5%) percent of PROPOSED CONTRACT PRICE appearing in Paragraph 4 above, and in a form as described in the Instructions to Bidders.
- (b) A copy of a "Certificate of Eligibility" issued by the Deputy Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) showing that the Bidder has the classification and capacity rating to perform the work required.
- (c) An update statement in such form as the Deputy Commissioner of DCAMM shall prescribe.

The undersigned bidder hereby certifies he/she will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the applicable EEO/AA provisions of this Contract. The Bidder 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 will 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 certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement and that the bid is in all respects *bona fide*, fair and made without collusion or fraud with any other person. "Person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof. M.G.L. c. 149 §44D (1)(b).

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provision of Section 29F of Chapter 29, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereunder.

THIS BID SUBMITTED ON _____ 20__

Name of General Bidder (Bidder): _____

By _____
Signature

Printed Name

Printed Title

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone Number: () _____

E-mail Address: _____

Fax: _____

CONTRACTOR'S CERTIFICATION

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

CONTRACTOR'S CERTIFICATION

Name of the General Contractor

Certifies that:

1. It intends to use the following listed construction trades in the work under Contract:

2. It shall comply with the minority workforce ratio and specific affirmative action steps contained herein: and
3. It shall 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's certification required by this bid conditions.

Name of Contractor

Address of Contractor

By: _____
Signature

Printed Name

Printed Title

Date

CERTIFICATE OF NON-COLLUSION

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

Name of Bidder

Address of Bidder

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.

Name of Bidder

Address of Bidder

By:

Signature

Printed Name

Printed Title

Date

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Section 49A, the undersigned hereby certifies under penalty of perjury that _____ 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.

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 Bidder named below understands that 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. The Bidder understands that the Bidder, its officers, employees, agents, subcontractors and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

Address of Bidder

By:

Signature

Printed Name

Printed Title

Date

CERTIFICATE AS TO CORPORATE BIDDER

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

(Corporate Seal)

Secretary-Clerk

Dated: _____

Name of Bidder

Address of Bidder

By: _____
Signature

Printed Name

Printed Title

Date

CERTIFICATE OF FOREIGN CORPORATION

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

Name of Bidder

Address of Bidder

By:

Signature

Printed Name

Printed Title

Date

(Company Name)

(Signature/Title)

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. Chapter 181, Section 4, to do business in the Commonwealth.

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 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; and that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration.

Name of Bidder

Address of Bidder

By: _____
Signature

Printed Name

Printed Title

Date

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-150

SPRINGVALE TRANSFER SWITCH AND 4M GENERATOR

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that , on this _____ day of _____, 2018,
we, the undersigned,

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Natick, Massachusetts

(Name of Owner)

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

(Address of Owner)

as OWNER in the total aggregate penal sum of

_____ Dollars (\$ _____)

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

The Condition of the above obligation is such that, whereas the Principal has submitted to the 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 Springvale transfer switch and 4M Generator.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

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

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

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

ATTEST:

Principal

(Principal Secretary)

(SEAL)(s)

By _____
Signature

Printed Name

Printed Title

(Address)

(Address)

(Surety)

ATTEST:

(Witness as to Surety)

By _____
Attorney in Fact Signature

Printed Name

Printed Title

(Address)

(Address)

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 of Massachusetts.

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-150

SPRINGVALE TRANSFER SWITCH AND 4M GENERATOR

CONTRACT SIGNING DOCUMENTS

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NATICK MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-150

SPINGVALE TRANSFER SWITCH AND 4M GENERATOR

NOTICE OF AWARD

DATED _____

To: BIDDER: _____

ADDRESS: _____

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

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

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

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

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

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

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

Dated this _____ day of _____, 20____.

By:

Signature of Owner's Representative

Printed Name

Printed Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____
(Contractor)

this ____ day of _____, 20____.

By _____
Authorized Signature

Printed Name

Printed Title

COPY TO ENGINEER

AGREEMENT

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

_____, having an address of

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

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

ARTICLE 1. WORK

1.1 CONTRACTOR will commence the Work as specified or indicated in the Contract Documents as defined in Article 8 herein.

1.2 The work consists of the replacing an automatic transfer switch at the Springvale Water Treatment plant and replacing the 4M Water Pump Station natural gas generator.

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 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 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 the work required by the Contract Documents in accordance 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 after the date when the Contract Time commences to run in accordance with the Notice to Proceed and will be completed and ready for final payment within one hundred and sixty five (165) consecutive calendar days after the date when the Contract Time commences to run in accordance with 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 (\$400.00)** dollars for each day that expires after the time in paragraph 3.1 of this section for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work, within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Eight Hundred (\$800.00)** dollars for each day that expires after the time 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, OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

TOTAL CONTRACT PRICE (\$_____)

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

ARTICLE 5. PAYMENT PROCEDURES

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.

5.1. 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.

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

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") (pages 1 to 10, inclusive).
- 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 Drawings, consisting of a cover sheet and sheets numbered: M1, A1, E1-E14

with each sheet bearing the following general title:

Town of Natick, Massachusetts
Board of Selectmen

Springvale Transfer Switch and 4M Generator
Contract No. W-150

8.13. Addenda numbers ___ to ___, inclusive.

8.14 Change Order (s)

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

CONTRACTOR shall compensate the Town for all damage to Town of Natick property of any nature arising out of CONTRACTOR's work. 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 CONTRACTOR or its subcontractor(s) of their obligations under this Contract, or the act or omission of 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 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 CONTRACTOR or any of its officers or employees regarding the subject matter of the Contract.

ARTICLE 10: INSURANCE

10.1 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) calendar 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 CONTRACTOR from any duty or responsibility under the Contract Documents.

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

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

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

11.5 This Agreement shall be governed by and construed in accordance with the Massachusetts law.

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

11.7 This Agreement shall be guided by the Commonwealth of Massachusetts Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program. The goal for Affirmative Action is five percent (5%) minority workforce. CONTRACTOR shall take all affirmative steps necessary to achieve these goals, and shall provide required reports.

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

11.11 The Town of Natick may defer payment to 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 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 of any breach hereof by CONTRACTOR.

11.13 CONTRACTOR shall provide services under this Agreement as an independent CONTRACTOR with the Town of Natick and 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 CONTRACTOR or by any guarantor of CONTRACTOR for the benefit of creditors, or if a petition is filed by CONTRACTOR or by any guarantor of 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 CONTRACTOR and such involuntary petition is not discharged within ninety (90) calendar days thereafter, in any event the Town may terminate this Contract upon written notice to 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 OWNER may terminate this Contract upon written notice to 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, CONTRACTOR shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

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

OWNER:

CONTRACTOR:

Town of Natick, Massachusetts

Printed Name of CONTRACTOR

By _____
Signature

By: _____
Signature

The Natick Board of Selectmen

Jonathan H. Freedman, Chairman

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

Address for giving notices:

Board of Selectmen

Natick Town Hall

13 East Central Street

Natick, MA 01760

Contractor Address for giving notices:

CERTIFICATE OF APPROPRIATION

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

Arti P. Mehta
Comptroller

Date _____

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

John P. Flynn, Esq.

Date

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

VOTED: To authorize and empower either _____,

(Name) (Title);
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

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

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

Signature

Printed Name

Printed Title

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

CONTRACT NO. W-150

SPRINGVALE TRANSFER SWITCH AND 4M GENERATOR

NOTICE TO PROCEED

Dated _____, 20__.

To: _____
(Contractor)

(Address)

You are hereby notified to commence work in accordance with the Agreement dated _____, 201__, on or before _____, 201__, and you are required to achieve substantial completion of all work within one hundred and fifty (150) consecutive calendar days thereafter, and to achieve final completion within one hundred and sixty five (165) consecutive calendar days thereafter. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are _____ and _____, respectively.

OWNER: TOWN OF NATICK
Board of Selectmen

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__.

By: _____
(Authorized Signature)

Printed Name

Printed Title

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Natick , Massachusetts

(Name of Owner)

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

(Address of Owner)

hereinafter called Owner, in the total aggregate penal sum of

_____ Dollars (\$_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____ 201_, a copy of which is hereto attached and made a part hereof for Contract No. W-150 - Springvale Transfer Switch and 4M Generator.

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.

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which number shall be deemed an original, this _____ day of _____, 201 .

ATTEST:

Principal

(Principal Secretary)

(SEAL)(s)

By _____
Signature

Printed Name

Printed Title

(Address)

(Surety)

ATTEST:

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

Printed Name

Printed Title

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Natick, Massachusetts

(Name of Owner)

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

(Address of Owner)

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

_____ Dollars (\$_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 201_, a copy of which is hereto attached and made a part hereof for Contract No. W150 – Springvale Transfer Switch and 4M Generator.

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

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

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

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

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

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

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

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which number shall be deemed an original, this _____ day of _____ 201_.

ATTEST:

Principal

ATTEST:

Principal

(Principal Secretary)

(SEAL)(s)

By _____
Signature

Printed Name

Printed Title

(Address)

(Surety)

ATTEST:

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

Printed Name

Printed Title

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

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
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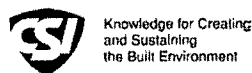
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The Associated General Contractors of America



Construction Specifications Institute

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

NOTE:

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

Stricken text indicates the paragraph has been deleted or superseded.

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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

administrative requirements and procedural matters applicable thereto.

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

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

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

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

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

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

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

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

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

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

1.02 Terminology

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

B. Intent of Certain Terms or Adjectives

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

C. Day

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

D. Defective

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

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

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

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

2.04 Starting the Work

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

2.05 Before Starting Construction

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 Preconstruction Conference

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

2.07 Initial Acceptance of Schedules

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

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

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

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

3.02 Reference Standards

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

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

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

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

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

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

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

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

B. Resolving Discrepancies

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

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

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

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

3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

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

3.06 *Electronic Data*

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

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

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

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

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

4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

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

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

C. *Possible Price and Times Adjustments*

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

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

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

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

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

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

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

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

4.04 *Underground Facilities*

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

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

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

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

B. Not Shown or Indicated

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

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

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

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

5.04 *Contractor's Liability Insurance*

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

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

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

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

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

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

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

b. by any other person for any other reason;

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

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

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

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

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



3. include completed operations insurance;

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

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

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

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

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

5.05 Owner's Liability Insurance

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

5.06 Property Insurance

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

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

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

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

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

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

6. include testing and startup; and

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

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

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

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

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

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

5.07 *Waiver of Rights*

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

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

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

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

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

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

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

6.02 *Labor; Working Hours*

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

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

6.03 *Services, Materials, and Equipment*

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

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

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

6.04 *Progress Schedule*

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

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

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

6.05 Substitutes and "Or-Equals"

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

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

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

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

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

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

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

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

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

2. Substitute Items

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

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

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

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

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

2) will state:

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

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

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

3) will identify:

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

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

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

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

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

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

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

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

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

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

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

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

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

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

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

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

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

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

6.10 Taxes

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

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

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

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

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

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

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

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

6.12 Record Documents

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

6.13 Safety and Protection

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

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

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

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

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

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

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

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

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

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

a. Submit number of Samples specified in the Specifications.

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

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

C. Submittal Procedures

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

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

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

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

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

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

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

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

D. Engineer's Review

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

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

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

E. Resubmittal Procedures

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

6.18 Continuing the Work

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

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

6.19 Contractor's General Warranty and Guarantee

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

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

6.20 Indemnification

~~A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or~~

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

~~B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

~~C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:~~

~~1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or~~

~~2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.~~

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

~~1. written notice thereof will be given to Contractor prior to starting any such other work; and~~

~~2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.~~

~~B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and~~

~~properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.~~

~~C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.~~

7.02 *Coordination*

~~A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:~~

- ~~1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;~~
- ~~2. the specific matters to be covered by such authority and responsibility will be itemized; and~~
- ~~3. the extent of such authority and responsibilities will be provided.~~

~~B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.~~

7.03 *Legal Relationships*

~~A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.~~

~~B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.~~

~~C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.~~

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

~~A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.~~

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. ~~Engineer will be Owner's representative during the construction period.~~ The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

~~A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question~~

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

~~A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall~~

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

~~B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.~~

~~10.02 Unauthorized Changes in the Work~~

~~A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.~~

~~10.03 Execution of Change Orders~~

~~A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:~~

~~1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;~~

~~2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and~~

~~3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.~~

~~10.04 Notification to Surety~~

~~A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.~~

~~10.05 Claims~~

~~A. Engineer's Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.~~

~~B. Notice: Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).~~

~~C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:~~

~~1. deny the Claim in whole or in part,~~

~~2. approve the Claim, or~~

~~3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.~~

~~D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.~~

~~E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.~~

~~F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.~~

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

→ 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

~~c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.~~

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

~~h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.~~

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. ~~for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;~~

b. ~~for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;~~

c. ~~where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;~~

d. ~~no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;~~

e. ~~the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and~~

f. ~~when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.~~

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

~~B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.~~

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

~~B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:~~

~~1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;~~

~~2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and~~

~~3. as otherwise specifically provided in the Contract Documents.~~

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.



ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. ~~At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~

2. ~~Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.~~

3. ~~The amount of retainage with respect to progress payments will be as stipulated in the Agreement.~~

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

e. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

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;~~

~~c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or~~

~~d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.~~

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

~~a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;~~

~~b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;~~

~~c. there are other items entitling Owner to a set-off against the amount recommended; or~~

~~d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.e or Paragraph 15.02.A.~~

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

~~Completion. Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.~~

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

~~1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.~~

~~2. The final Application for Payment shall be accompanied (except as previously delivered) by:~~

~~a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;~~

~~b. consent of the surety, if any, to final payment;~~

~~c. a list of all Claims against Owner that Contractor believes are unsettled; and~~

~~d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.~~

~~3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.~~

B. Engineer's Review of Application and Acceptance

~~1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations~~

~~under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.~~

~~C. Payment Becomes Due~~

~~1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.~~

~~14.08 Final Completion Delayed~~

~~A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.~~

~~14.09 Waiver of Claims~~

~~A. The making and acceptance of final payment will constitute:~~

~~1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and~~

~~2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance~~

~~with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.~~

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

~~15.01 Owner May Suspend Work~~

~~A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.~~

~~15.02 Owner May Terminate for Cause~~

~~A. The occurrence of any one or more of the following events will justify termination for cause:~~

~~1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);~~

~~2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;~~

~~3. Contractor's disregard of the authority of Engineer; or~~

~~4. Contractor's violation in any substantial way of any provisions of the Contract Documents.~~

~~B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:~~

~~1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);~~

~~2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and~~

~~3. complete the Work as Owner may deem expedient.~~

~~C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.~~

~~D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.~~

~~E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.~~

~~F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.~~

~~15.03 Owner May Terminate For Convenience~~

~~A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):~~

~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~

~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;~~

~~3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and~~

~~4. reasonable expenses directly attributable to termination.~~

~~B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.~~

~~15.04 Contractor May Stop Work or Terminate~~

~~A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.~~

~~B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.~~

ARTICLE 16 - DISPUTE RESOLUTION

~~16.01 Methods and Procedures~~

~~A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be~~

~~governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.~~

~~B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.~~

~~C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~

~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or~~

~~2. agrees with the other party to submit the Claim to another dispute resolution process, or~~

~~3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.~~

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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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:

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) calendar days prior written notice has been given to the certificate holders and the named insured

and the Owner.”

SC-5.04 Add the following paragraphs at the end of paragraph 5.04-B.2 of the General Conditions:

"5.04-B-2.a “The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required. The Contractor shall also ensure that any and all Subcontractors and sub-subcontractors provide insurance in the following limits and that the Town of Natick is named as an additional insured and meet the following requirements.

A 1 Commercial General Liability including but not limited to:

1. Premises/Operations
2. Products/Completed Operations
3. Contractual
4. Independent Contractors
5. Broad Form Property Damage
6. Personal Injury
7. Medical Expense
8. Underground Explosion and Collapse Hazard (XCU)

A 2 Limits for Commercial General Liability at a minimum shall be:

1. General Liability
General Aggregate \$2,000,000.
Each Occurrence \$1,000,000.
2. Products/Completed Operations
\$2,000,000.
3. Personal Injury \$1,000,000.
4. Medical Expense \$ 5,000.

B 1 Automotive Liability including but not limited to:

1. Scheduled Autos
2. Hired Autos
3. Non Owned Autos

B 2 Limit for Automotive Liability at a minimum shall be:

1. Combined Single Limit \$1,000,000.

C 1 Worker's Compensation and Employer's Liability

C 2 Limits for Worker's Compensation and Employer's Liability at a

minimum shall be:

- | | | |
|----|-----------------------|------------------|
| 1. | Worker's Compensation | Statutory Amount |
| 2. | Employer's Liability | |
| | Each Accident | \$1,000,000. |
| | Disease Policy Limit | \$1,000,000. |
| | Disease Each Employee | \$1,000,000. |

D-1 Provide Excess Umbrella for Liability Coverage. Use of Umbrella to meet other insurance limits will not be accepted. Limits for liability at a minimum shall be:

- | | | |
|----|-------------------|-------------|
| 1. | Each Occurrence | \$5,000,000 |
| 2. | General Aggregate | \$5,000,000 |

Excess Liability Insurance, Umbrella Form shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

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

F-1 Certificates evidencing such insurance in five (5) copies shall be furnished to the Town of Natick at the execution of the Contract. Such certificates shall not merely name the types of policies provided, but shall specifically refer to the Contract and shall state that such insurance is as required by the Contract. With the certificates, the Contractor shall submit an insurance certification form from insurer/insurers, indicating that the coverages provided do in fact satisfy all the insurance requirements listed under ARTICLE 5 of the General Conditions, and the amendments thereto under the Supplementary Conditions. The insurance certification form is included in Part II of the Supplementary Conditions.

The Contractor shall also be required to provide to the Owner with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess umbrella liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

No insurance shall be obtained from an insurer which:

- a. is not licensed to sell insurance in the Commonwealth of Massachusetts;
or
- b. is not authorized to provide insurance as an excess or surplus lines

insurer, and does not have a current Best's rating of A or better."

G-1 The Contractor shall make no claims against the Town of Natick or its officers for any injury to any officers or employees or for damage to its equipment arising out of work contemplated by the Contract."

SC 5.05 Delete paragraph 5.05 of the General Conditions in its entirety, and insert the following paragraphs in its place:

"5.05-A Contractor shall purchase and maintain a separate Owner's Protective Liability policy, issued to Owner at the expense of Contractor, with the Owner and Engineer only as named insured. This insurance shall provide coverage for not less than the following amounts:

1. General Aggregate \$3,000,000.
2. Each Occurrence \$1,000,000.

5.05-A.1. A rider on the Contractor's Liability Insurance will not be acceptable."

5.05.-A.2 The provisions of paragraph 5.04-B.2.aE-1 and 5.04B-2.aF-1 of the General Conditions are incorporated herein by reference.

SC 5.06 Delete paragraph 5.06-A of the General Conditions in its entirety and insert the following paragraph in its place:

"5.06-A. For projects that includes work within existing structures or buildings, the Contractor shall be required to provide Installation Floater coverage in the full amount of the work being performed, and for projects that include construction of a new structure or building, the Contractor shall provide Builder's All Risk coverage in the full value of the structure and contents. This insurance shall:"

SC-5.06-A.1 Add the following sentence to the end of paragraph 5.06-A.1 of the General Conditions, as follows:

"The additional insured for this project shall be the Owner and Engineer."

SC-5.06 Delete paragraphs 5.06-B, C, D, E of the General Conditions in their entirety.

SC 5.07 Delete paragraphs 5.07-A and 5.07-B and 5.07-C of the General Conditions in their entirety, and insert the following paragraphs in their place:
"5.07 The Contractor shall waive all rights against the Owner for all losses and damages caused by any perils covered by the policies of insurance provided in response to paragraph SC 5.06 of the Supplementary Conditions and any other

property insurance applicable to the Work, and also waive such rights against the Subcontractors, Engineer, Engineer's consultant and all other parties named as insured in such policies for loss and damages so caused.

5.07.1 As required by paragraph 6.06-G of the General Conditions each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's consultants and all other parties named as insureds.

5.07.2 All such policies provided in response to paragraph 5.06 of the General Conditions, as amended in SC 5.06 of the Supplementary Conditions shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights or recovery against the Owner, Engineer or Engineer's consultant."

SC 5.08 Delete paragraph 5.08-A and 5.08-B of the General Conditions in their entirety.

SC 5.09 Delete paragraph 5.09 of the General Conditions in its entirety and insert the following paragraph in its place:

"5.09 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraph 5.02 thru 5.06 on the General Conditions, as amended by SC 5.04 thru SC 5.06 of the Supplementary Conditions, on the basis of its not complying with the Contract Documents. Owner will notify Contractor in writing thereof within fourteen (14) calendar days of the date of delivery of such certificates to Owner in accordance with paragraph 2.01-B. Contractor will provide such additional information in respect of insurance provided by him as Owner may reasonably request."

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC-6.01-A and 6.01-B Delete paragraphs 6.01A and 6.01B of the General Conditions and insert in their place the following:

"The Contractor shall employ a competent superintendent, reasonably acceptable to the Owner, and necessary assistants who shall be in attendance at the Project site full time and at all times during the progress of the Work until the date of Substantial Completion, and for such additional time thereafter as the Engineer may determine to be necessary for the expeditious completion of the Work. The Contractor shall remove the superintendent if requested to do so in writing by the Owner or by the Engineer on behalf of the Owner, and shall promptly replace him with a competent person reasonably acceptable to the Owner, at no increase in the Contract Sum or Contract Time.

The Contractor shall not replace such superintendent without the prior written approval of the Engineer.

The Contractor shall retain a competent engineer or surveyor who shall establish sufficient lines and grades for the Work.

The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the storage of materials.

The Contractor shall arrange for and attend job meetings with the Engineer and such other persons as the Engineer and the Owner may from time to time wish to have present. The Contractor shall be represented by a principal, or project manager, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Engineer. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

The Contractor warrants that its financial condition is sound and that the Contractor shall be capable of obtaining any bonds required by the Contract Documents. The Contractor shall promptly advise the Owner of any occurrence, event, fact, or other matter that has had or will have a materially adverse effect upon the financial condition of the Contractor.

The Contractor hereby represents and warrants to the Owner that the Contractor is a business entity which is experienced and skilled in the construction of projects of the type described in the Contract Documents, is licensed to engage in the general construction business in the Commonwealth of Massachusetts, and is in compliance with all applicable governmental laws and regulations and all case law relative thereto.

Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the Owner, the Engineer and the Contractor and shall at once report to the Engineer any error, inconsistency or omission the Contractor may discover. Any necessary change shall be ordered as provided in the Contract Documents. If the Contractor proceeds with the Work without such notice to the Engineer, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the

Contract Documents the Contractor could have discovered such errors, inconsistencies or omissions the Contractor shall bear all costs arising therefrom.”

SC-6.02-B In paragraph 6.02-B of the General Conditions, in the seventh line, insert “prior” between “Owner’s” and “written”.

SC-6.05-A Delete paragraph 6.05-A of the General Conditions, in its entirety and insert in its place the following:

“Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials.” Statutory reference M.G.L. c. 30, §39M(b)

SC-6.05-A.2.d.2) and 3) In paragraphs 6.05-A.2.d.2) and 3) of the General Conditions, delete the first word “will” and insert in its place the word “shall”.

SC-6.05-B In paragraph 6.05-B of the General Conditions, in the sixth line, insert “in advance, in writing,” between “approved” and “by”.

SC 6.05-F Add the following language to the end of paragraph 6.05-F of the General Conditions.

"Contractor shall submit to the Engineer for review, drawings to scale, showing the effect this substitute will have upon the adjoining materials, piping, equipment, etc., at no additional cost to the Owner."

SC-6.06-B Add the following to the end of paragraph 6.06-B of the General Conditions:

“The Contractor shall be required to submit to the Owner a list of Subcontractors

it intends to use at a certain date to be specified by the Owner. The Contractor shall not use any Subcontractor to which the Owner objects and to which the Owner provides written notice of such objection to the Contractor.”

SC-6.06-C.2 In paragraph 6.06-C.2 of the General Conditions, in the first line, delete the words “anything in the Contract Documents”.

SC 6.07-B Delete paragraph 6.07-B of the General Conditions in its entirety and insert in its place the following:

“To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and the Engineer and all of their officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the Contractor’s or subcontractors’ infringement of patent rights or copyrights incident to the use in the performance of the Work of, or resulting from the Contractor’s or subcontractors’ incorporation of, any invention, design, product or device not specified in the Contract Documents.

Neither the Town of Natick, nor the Engineer, nor any of their officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or shall incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the Contractor’s or a subcontractor’s infringement of patent rights or copyrights incident to the use in the performance of the Work of, or resulting from the Contractor’s or a subcontractor’s incorporation of, any invention, design, product or device not specified in the Contract Documents.

Nothing herein shall modify the Contractor’s general indemnification obligations, as set forth in this Agreement.”

SC 6.08 Delete paragraph 6.08 of the General Conditions in its entirety and insert in its place the following:

“It is the specific responsibility of the Contractor to make, in proper and timely fashion, all necessary notifications to relevant federal, state, and local governing bodies and to obtain and comply with the provisions of all permits, inspections or applications required by the work specified, as well as to make all required submittals required under those auspices. The Contractor shall indemnify the Owner from, and pay for all claims resulting from, failure to adhere to these requirements. The Contractor shall promptly provide the Engineer and the Owner with reproductions of all permits, licenses and permissions.

The Owner has waived the building permit fee only for this Project. All other pertinent permit and inspectional service fees shall apply.

The Contractor shall pay the then current inspection fee to the Town of Natick for all inspections required by state and local codes, and required by the Town of Natick.

The Contractor shall pay all charges of utility companies for connections to the Work. The Contractor shall be aware of, observe and comply with all laws, ordinances, regulations, orders, permits, licenses, etc., and shall conduct his operations in compliance thereto, and shall indemnify the Owner and Engineer from any claim or liability arising from, or based upon a violation of same."

SC-6.09-A Delete paragraph 6.09-A of the General Conditions in its entirety and insert in its place the following:

"The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein."

SC-6.10-A In the third and fourth lines of paragraph 6.10-A of the General Conditions delete the words "Place of the Project" and insert in their place the words "Commonwealth of Massachusetts".

SC 6.10 Add the following language at the end of paragraph 6.10-A of the General Conditions:

The Town is exempt from Commonwealth of Massachusetts sales tax. M.G.L. c.64, §6(h) exempts "sales of building materials and supplies to be used in the construction, reconstruction, alteration, remodeling or repair of (1) any building structure, public highway, bridge or other public works owned by or held in trust for the benefit of any governmental body or agency mentioned in paragraph (d) and used exclusively for public purposes; (2) any building or structure owned by or held in trust for the benefit of any corporation, foundation, organization or institution described in paragraph (e) and used exclusively in the conduct of its religious, scientific, charitable or educational purposes; and (3) any building, structure, residence, school or other facility included under any written contract dated on or after January 1, 1985 arising out of or related to the Massachusetts Port Authority residential and school soundproofing programs, notwithstanding

whether such building, structure, residence, school or other facility is owned by or held in trust for the benefit of the Massachusetts Port Authority or is used exclusively for public purposes; provided, however, that such governmental body or agency or such corporation, foundation, organization or institution shall have first obtained a certificate from the Commissioner stating that it is entitled to such exemption and the vendor keeps a record of the sales price of each such separate sale, the name of the purchaser, the date of each such separate sale and the number of such certificate. In this paragraph the words "building materials and supplies" shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge or other such public work, as well as such materials and supplies physically incorporated therein. Said terms shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the site of any such tax exempt project or while being used exclusively for the transportation of materials for any such tax exempt project." M.G.L. c.64I, §7 exempts from use tax "Sales exempt from the taxes imposed under chapter sixty-four H; provided, however, that in the case of the purchase of any motor vehicle or trailer, as defined in section one of chapter ninety, or any boat or airplane, other than from a vendor who is regularly engaged in the business of making sales at retail of such motor vehicles, trailers, boats or airplanes, the receipts from which are exempt from the tax imposed under said chapter sixty-four H, the purchaser thereof, except when said purchaser is the spouse, mother, father, brother, sister or child of the seller, shall pay the tax imposed by this chapter". The Contractor shall not pay, and the Town shall not reimburse or pay the Contractor or any other party, either directly or indirectly, for this or any other tax for which an exemption is provided under law. The Town will provide a state sales tax exemption number to the Contractor for use with response to this Project."

SC-6.11 Delete paragraph 6.11-A of the General Conditions in its entirety and insert in its place the following:

"The right of possession of the premises shall remain at all times in the Owner.

The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine the Contractor's apparatus, the storage of materials and the operations of the Contractor's workmen to limits indicated by Laws and Regulations, the Contract Documents, permits, and/or directions of the Engineer and shall not unreasonably encumber the premises with the Contractor's materials. The Owner shall not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

The Contractor shall at all times maintain a safe workplace, in full compliance with all federal, state, and local health and safety Laws and Regulations and shall

indemnify and hold the Owner, the Engineer and the Construction Manager harmless from and against any and all liability, loss, damage or expense arising from Contractor's failure to do so.

The Contractor shall use only areas specifically assigned by the Owner for parking, storage of materials and construction operations and shall comply with all local municipal regulations regarding use of and parking on public ways.

The Contractor shall repair any and all streets, drives, curbs, sidewalks, and landscaping which are disturbed by construction operations and shall leave them in as good condition after completion of the Work as they were in before commencement of the Work.

The Contractor shall not place or maintain, or allow to be placed or maintained, on or about the Project site any advertising matter, sign, bill, poster, or billboard of any kind, except those required by law or the Contract Documents, without the prior written consent of the Owner.”

SC-6.12 Delete paragraph 6-12 of the General Conditions in its entirety and insert in its place the following:

“The Contractor shall maintain a record set of Contract Documents which shall record all deviations from the Drawings and Specifications and shall be updated in detail to reflect the actual progress of the Work. The Owner and the Engineer shall have free and complete access to such Contract Documents during the Work. Upon Substantial Completion, the Contractor shall furnish to the Owner through the Engineer one set of “as built” plans in such form as the Owner shall require. The Contractor shall also maintain a record set of the Specifications, Addenda, Change Orders and other Modifications in good order and marked and annotated currently to record changes made during the Work. Record documents in relation thereto shall be in compliance with M.G.L. Chapter 30, Section 39R.”

SC-6.13 Delete paragraphs 6.13-B and 6.13-C of the General Conditions in their entirety.

SC-6.19 In paragraph 6.19-A of the General Conditions insert at the beginning of the second sentence the words “Owner and”.

SC-6.20 Delete paragraph 6.20 of the General Conditions in its entirety and insert in its place the following:

“The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor’s work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all

claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor or its subcontractor(s) of their obligations under this Contract, or the act or omission of the Contractor, its subcontractor(s), or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of the Contract.

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

SC-6.21 In paragraph 6.21-A of the General Conditions, delete the words “or unless such services are required to carry out contractor’s responsibilities for construction means, methods, techniques, sequences and procedures”

SC-6.22 Insert the following new paragraph 6.22 in the General

Conditions:

“SC-6.22 Miscellaneous

6.22-A The Contractor shall give the Engineer timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. The Contractor shall not proceed with any Work not clearly and consistently defined in the Contract Documents, but shall request additional drawings or instructions from the Engineer. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions, the Contractor shall correct Work incorrectly done at the Contractor's own expense. The Contractor shall give continuous attention to the faithful prosecution of the Work and shall keep the same under its personal control. It shall be responsible for all the acts and omissions of its employees, subcontractors, and of all persons directly or indirectly employed by it in connection with the prosecution of this Work.

6.22-B The Contractor may submit Requests For Information to the Engineer to

help facilitate the Contractor's performance of the Contract. Prior to submitting each Request for Information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, Owner-provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

Each Request for Information shall be submitted to the Engineer, in writing, on such form and with such accompanying information as the Engineer may require for such purpose. Each Request for Information shall identify the specific sources which were reviewed by the Contractor in its efforts to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

The Contractor shall submit each Request for Information sufficiently in advance of the date by which such information is required in order to allow the Engineer sufficient time, in the Engineer's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest Construction Schedule. The Contractor shall maintain a log at the Project site that sequentially numbers and lists each Request For Information. This log shall also contain the Drawing reference or Specification section to which the request pertains, the date of request, to whom the request was made, by whom the request was made, the nature of the request, and the Engineer's resolution thereof. This log shall be updated weekly by the Contractor and reviewed at each Project meeting, and the resolution of requests for information shall be made part of the minutes of such meetings.

The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for responding to Contractor's Requests for Information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or project correspondence or documentation.

6.22-C The Contractor shall be responsible to the Owner for the acts and omissions of all entities or persons performing or supplying the Work regardless of tier.

6.22-D The Contractor shall furnish sufficient forces, plant and equipment as may be necessary to insure the progress of the Work in accordance with the Project Schedule. If, in the opinion of the Owner, the Contractor has fallen behind the Project Schedule, the Contractor shall submit its bid demonstrating the manner in which the desired rate of progress may be increased and shall take such steps, at the Contractor's own cost, as may be necessary to meet the Project Schedule. It shall be the responsibility of the Contractor to maintain its schedule so as not to delay the progress of the Work or the scheduled work of separate

Contractors.

6.22-E The Contractor shall be solely responsible for properly laying out the Work, and for all lines, elevations and measurements for all of the Work. It shall verify the figures shown on the Drawings before laying out the work and will be responsible for any error or inaccuracies resulting from its failure to do so. In the event that the Contractor shall, while laying out the Work, become aware of (i) any conflicts among or between the Drawings, the Specifications or any Modification to the Drawings or the Specifications and the actual layout of the Work, or (ii) any conflicts or inconsistencies in the Drawings and Specification themselves, it shall promptly notify the Engineer, without whose instructions the Contractor shall not adjust the matter except at his own risk.

6.22-F If this Project requires the containment, abatement or removal of asbestos or material containing asbestos, lead or waste containing lead-based paint, the Contractor shall ensure that the person or entity performing the asbestos or lead related services is licensed pursuant to applicable State laws and regulations.

6.22-G Chemical waste shall be stored in corrosion resistant containers, removed from the Project site, and disposed of not less frequently than every three weeks unless directed otherwise. Disposal of chemical waste shall be in accordance with requirements of the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection (DEP). Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants to be discarded or burned shall be disposed of in accordance with approved procedures meeting all applicable Federal, State and Local regulations. In the event of an oil or hazardous materials spill large enough to violate Federal, State or Local regulations, the Contractor shall notify the Engineer immediately. The Contractor shall be responsible for immediately cleaning up any oil or hazardous waste spills resulting from its operations. Any costs incurred in cleaning up any such spills shall be borne exclusively by the Contractor.

The Contractor shall be solely responsible for compliance with laws and regulations governing the handling, storage, use or disposal of hazardous materials or wastes used, stored, generated or disposed of in connection with construction of the Work and shall obtain all permits and approvals, give all required notices, and observe all applicable procedures prescribed by the EPA, DEP or other governmental authorities having jurisdiction with respect to such activities. At the Owner's request, the Contractor shall properly furnish the Owner with evidence satisfactory to the Owner demonstrating the Contractor's compliance with such procedures, the giving of such notices, and the issuance of such permits and approvals.

6.22-H The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply

with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

6.22-I The Contractor shall at all times protect excavations, trenches, adjacent buildings and materials from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin, and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

6.22-J The Contractor shall be responsible for all security measures necessary and appropriate to protect the Work area until acceptance by the Owner to assure that the Work, and all materials and equipment stored at the Site, are fully and completely protected against loss or damage due to vandalism, theft, or malicious mischief. The Contractor shall not use guard dogs for this purpose unless authorized in advance in writing by the Owner. If the Owner approves the use of guard dogs, each dog shall at all times be accompanied by an adult handler.

6.22-K The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging, and hoisting equipment and for temporary shoring, bracing, and tying.

6.22-L The Contractor shall furnish on site all personal protective equipment as required, approved first aid supplies, the name of its first-aid attendant, and a posted list of emergency facilities.

6.22-M No unauthorized visitors shall be allowed on the work site without permission from the Contractor.

6.22-N The Contractor shall employ labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes. The Contractor, in the event of a labor dispute including strikes, shall take whatever action is required at no expense to the Owner to prevent the disruption of the work. The Contractor shall also not permit employment of any person who is not of good character and morals nor permit disorderly or indecent conduct on the job site. He shall not permit the consumption of alcoholic beverages or illegal drugs on the job site nor permit any employment or person under his supervision or control to be under the influence thereof."

6.22-O (Statutory reference: M.G.L. c.149, §§30 and 34)
No laborer, worker, mechanic, foreman or inspector working within this Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the

Contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight (48) hours in any one week, or more than six (6) days in any one (1) week, except in cases of emergency.

6.22-P (Statutory reference: M.G.L. c.149,§25)

Every employee under this Contract shall lodge, board and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

6.22-Q (Statutory Reference: M.G.L. c.149,§34B)

The Contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.”

6.22-R The Contractor is solely responsible for the proper and safe operation and maintenance of all utility systems within the construction limits, whether these are supplied by the Owner’s distribution system or otherwise, until the work is accepted by the Owner, and until the Owner has notified the Contractor that other arrangements have been made. The Contractor shall maintain and operate appurtenances within the construction area which serve the distribution system, subject to periodic inspection by the Owner’s operating personnel. Inspection by any representative or personnel of the Owner shall not relieve the Contractor of his responsibilities in connection with operation and maintenance of these facilities and equipment. The Contractor shall provide the Owner at least seventy-two (72) hours’ advance notice of the Contractor’s desire to extend, connect, disconnect, or turn on or off any steam, electric, water, or other service from the Owner’s supply systems. The actual operation shall be witnessed and approved by an authorized representative of the Owner. All plumbing, heating, and electrical work, including installation of equipment, and other work to be performed by the Contractor, shall be carried out without interference with the Owner’s normal operation. Where any work requires interruption of any service, the Contractor shall make advance arrangements with the Owner for dealing with and minimizing such interruption.

6.22-S The Contractor agrees to procure materials, equipment, labor and supplies from such sources and to perform all Work on the Project with labor, material suppliers and Subcontractors that will work harmoniously with the Owner’s employees, employees of other contractors employed by the Owner, and with other elements of labor involved in the construction of the Project or the operation of the building in which the Project is located, including, without limitation, any tenant improvement work contractors engaged by Owner or any tenants of Owner.”

6.22-T Weather Protection Devices – Pursuant to M.G.L. Chapter 149, Section

44G(D), the Contractor shall install weather protection devices and shall furnish adequate heat in the area so the work is protected during the months of November through March.

ARTICLE 7 – OTHER WORK AT THE SITE

SC-7.01 and

SC-7.02 and

SC-7.03 Delete paragraphs 7.01, 7.02 and 7.03 of the General Conditions in their entirety except for the first sentence in paragraph 7.01(A).

ARTICLE 8 - OWNER'S RESPONSIBILITIES

SC-8.06 In paragraph 8.02-A of the General Conditions, in the second and third lines, delete the words “to whom Contractor makes no reasonable objection”.

SC 8.06 Delete paragraph 8.06-A of the General Conditions in its entirety.

SC-8.06 Delete paragraphs 8.10 and 8.11 of the General Conditions.

SC-8.09 Add the following at the end of paragraph 8.09 of the General Conditions:

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

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-9.01 Delete the first sentence of paragraph 9.01 of the General Conditions.

SC-9.02 Add the words “and Owner” after the word “Engineer” in the third line of paragraph 9.02-A of the General Conditions. Substitute the word “deem” for “deems” in the same line. Delete the second and third sentences of said paragraph 9.02-A.

SC-9.08-A Delete paragraph 9.08-A of the General Conditions.

SC-9.09-A Insert the following language at the beginning of paragraph 9.09-A "To the extent permitted by law"

ARTICLE 10 -CHANGES IN THE WORK: CLAIMS

SC 10.01-A Delete Article 10 of the General Conditions in its entirety and insert in its place the following:

"SC-10.01 Change Orders

A Change Order may be submitted for changes in the Contract work, including but not limited to, changes in:

- a. the plans and specifications
- b. in the method or manner or performance of the work; and/or
- c. in the schedule for performance of the work.

Whenever a Change Order is requested or ordered, and said Change Order will cause an adjustment in the Contractor's cost, the Contractor may request an equitable adjustment in writing in the Contract price.

The Owner and the Contractor shall attempt to negotiate an equitable adjustment in the Contract price before commencement of the pertinent work. In the absence of a Contract for an equitable adjustment and when so directed, the Contractor shall proceed with the Change Order work on a time and material basis, and the Contractor will provide the Owner with a written notice to that effect.

Contractor shall provide the Owner with all cost and pricing data used in computing the amount of the equitable adjustment, and the Contractor shall certify that the pricing data used was accurate, complete, and current. With respect to any sum of money due to be paid by the Contractor to the Owner under the Contract, an appropriate Change Order shall be issued deducting said sum of money from payments then due or thereafter due to the Contractor from the Owner. If such deductions from payments then due or thereafter due to the Contractor from the Owner are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

SC-10.02 COMPUTING EQUITABLE ADJUSTMENTS

Equitable adjustments in the Contract price shall be determined according to one

of the following methods, or a combination thereof, as determined by the Owner:

- a. fixed price basis, provided that the fixed price shall be inclusive of items (1) through (5) (below) and shall be computed in accordance with those provisions;
- b. estimated lump sum basis, to be adjusted in accordance with contract unit prices, or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment;
- c. time and materials basis, on a not-to-exceed predetermined upset amount to be subsequently adjusted on the basis of actual costs based on the following items (1) through (5):
 - (1) the cost at minimum prevailing rates for direct labor, material, supplies and use of equipment exclusive of hand tools;
 - (2) plus cost of Workers' Compensation Insurance, union fringe benefits, federal unemployment taxes, Federal Social Security, and Massachusetts Unemployment Compensation, or, as an alternative the Contractor may elect to use a flat twenty (20%) percent of the total labor rate in item (1);
 - (3) plus fifteen (15%) percent of item (1) for overhead, superintendence, and profit, which will be paid to the Contractor for work performed by the Contractors' own trade forces (for work performed by a Subcontractor, the Subcontractor will be entitled to a fifteen (15%) percent mark-up and the Contractor to a five (5%) percent mark-up; for work performed by a Sub-subcontractor, the Sub-subcontractor will be entitled to a fifteen (15%) percent mark-up, the Subcontractor to a five (5%) percent mark-up, and the Contractor to a five (5%) percent markup);
 - (4) if the net change is in addition to the contract price, it shall include the Contractor's overhead, superintendence, and profit. On any change which involves a net credit, no allowances for overhead, superintendence, and profit shall be figured;
 - (5) plus actual direct premium cost of payment and performance bonds required of the Contractor and its Subcontractors, provided there will be an appropriate credit for bond premiums in the case of a credit Change Order.
- d. If unit prices are stated in the Contract Documents or subsequently agreed upon, or if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

SC-10.03 WORK PERFORMED UNDER PROTEST

The Contractor shall perform all work as directed by the Owner and if the Owner determines that certain work for which the Contractor has requested a Change Order does not represent a change in the Contract, or if the Contractor and Owner cannot agree to the amount of compensation for a Change Order, the Contractor shall perform said work under protest and shall follow the procedures described in the following subparagraphs a. and b.:

- a. If the Contractor claims compensation for a Change Order not approved by the Owner, the Contractor shall, on or before the first working day following commencement of any such work or sustaining of any such damage, submit to the Owner's representative a written statement of the nature of such work or damage sustained. The Contractor will not be entitled to compensation for any portion of its Change Order claim related to work performed prior to the Owner's receipt of the written statement referred to in the previous sentence.
- b. On or before the second (2nd) working day after the commencement of such work or sustaining of such damage, and daily thereafter, the Contractor shall file to the extent possible with the Engineer and the Owner itemized statements of the details and costs of such work performed or damage sustained; and unless such statements shall be made as so required, its claim for such compensation shall be forfeited and invalid and it shall not be entitled to payment on account of any such work or damage.
- c. The Owner shall have the right to reject Change Orders executed by the Contractor under a reservation of rights.

SC-10.04 COMPUTING TIME EXTENSIONS

Contract Time shall not be changed due to a delay in the Contractor's early completion date until all Contract Float is used and performance of the specified work necessarily extends beyond the Contract Time. An extension in Contract Time will not be approved unless the Contractor demonstrates through a detailed CPM schedule analysis that unforeseeable causes, beyond the control of and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers at any tier, led to performance or completion of all or part of the work beyond the corresponding Contract Time despite the Contractor's reasonable and diligent actions. If granted, an extension in Contract Time shall be the Contractor's sole and exclusive remedy for any delay, disruption, interference, hindrance, and associated costs, however caused.

SC-10.05 STATUTORY PROVISIONS – DIFFERING SITE CONDITIONS; TIMELY DECISIONS

The Contractor's attention is directed to M.G.L. c.30, Sections 39I, 39J, 39N, 39O, and 39P, the provisions of which apply to the Contract.

- a. Differing Site Conditions, M.G.L. c.30,
Section 39N.

If, during the progress of the work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents either the Contractor or the Owner may request an equitable adjustment in the Contract price applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions as discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Owner shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are of such nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the work, the Owner shall upon submission by the Contractor of a properly submitted change order request, make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly.

- b. Timely decision by the Owner. M.G.L.
c.30, Section 39P.

Whenever the Contract requires the Owner or the Engineer to make a decision during construction of the Project on interpretation of the specifications, approval of equipment, material, or any other approval, or progress of the work, that decision shall be made promptly and, in the event, no later than thirty (30) days after receipt of a written submission for such decision by the Contractor, but if such decision requires extended investigation and study, the Owner or the Engineer shall, within thirty (30) days after the receipt of the submission, give the Contractor written notice of the reasons why the decision cannot be made within the thirty (30) day period and the date by which the decision will be made.”

SC-10.06 CERTIFICATE OF APPROPRIATION

(Statutory reference: M.G.L. c.44 §31C)

The contract shall not be deemed to have been made until the auditor or accountant or other officer of the city or town having similar duties has certified thereon that an appropriation in the amount of the contract is available therefor and that an officer or agent of the city, town, or Awarding Authority has been authorized to execute said contract and approve all requisitions and change orders. No order to the Contractor for a change in or addition to the work,

whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the Contractor is willing to perform without any increase in the contract price, shall be deemed to be given until the auditor or accountant, or other officer of the Awarding Authority having similar duties, has certified thereon that an appropriation in the amount of such order is available therefore; but such certificate shall not be construed as an admission by the Awarding Authority of its liability to pay for such work. The certificate of the auditor or accountant or other officer of the Awarding Authority having similar duties that an appropriation in the amount of the contract or in the amount of such order is available shall bar any defense by the Awarding Authority on the grounds of insufficient appropriation.”

ARTICLE 11- COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.01-A In paragraph 11.01-A of the General Conditions, in the last sentence, delete the word “and”, in the second last line, and insert at the end of the last sentence the following text “, and shall include no markup”.

SC-11.01-A In paragraph 11.01-A.1 of the General Conditions, in the last line, insert “in advance, in writing,” between the words “authorized” and “by”.

SC 11.01-A Add the following paragraph at the end of paragraph 11.01-A.2 of the General Conditions:

“11.01-A.2.a. Only those materials required as a result of such Work and reasonable freight charges for delivery of same are allowable. Only the equipment and machinery required as a result of such Work is allowable. Costs for equipment and machinery shall be based upon the current Nielson/Dataquest Rental Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate the following shall apply:

a. For equipment already on the project the monthly prorated rental rate by the hourly use shall be applicable;

b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the Contractor’s Fee as detailed in paragraphs 11.6 of the General Conditions.

(1 month (normal use) = 176 hours) (See 11.01-A.5.c. for equipment and machinery actually rented)."

Amend paragraph 11.01-A.5.a. of the General Conditions by adding the following language at the end of the paragraph:

", provided that the Contractor shall substantiate that this reimbursement payment is customarily considered normal to his operations." Delete paragraph 11.01-A.5.c. of the General Conditions in its entirety and insert the following language in its place:

"11.01-A.5.c. All construction equipment and machinery and the parts thereof actually rented from others in accordance with rental agreements approved in advance, in writing, by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work."

Amend the first sentence of paragraph 11.01-A.5.f. of the General Conditions by striking out the following words:

"(except losses and damages within the deductible amounts of property insurance established by Owner in accordance with paragraph 5.06.D)."

and by deleting in the ninth line the word "negligence" and inserting in its place the words "act or omission".

Delete paragraph 11.01-A.5.h. of the General Conditions in its entirety.

SC-11.01-B In paragraph 11.01-B.4 of the General Conditions, in the first line, insert "or willful misconduct" between the words "negligence" and "of".

SC 11.01-D In paragraph 11.01-D of the General Conditions, in the first paragraph, third line, delete the word "will" and insert in its place the word "shall".

SC-11.01-D Add the following paragraphs after paragraph 11.01-D of the General Conditions:

"11.01-D.1. Executed change orders shall be submitted to Owner in triplicate on the Change Order Form included in Part II of the Supplementary Conditions, and to the format of the Example Calculation Sheet also located in Part II of the Supplementary Conditions.

11.01-D.2. The Contractor shall include three (3) copies of invoices to substantiate all costs for materials and equipment directly associated with work involved in the change order.

11.01-D.3. The Contractor shall include three (3) copies of labor summary to include name, classification, wage and date for all personnel directly involved in the work associated with the change order."

ARTICLE 12 – CHANGE OF CONTRACT PRICE:
CHANGE OF CONTRACT TIMES

SC-12.01 In paragraph 12.01-A of the General Conditions, last line, delete “10.05” and insert in its place “10.03”.

SC-12.01 Delete paragraphs 12.01-C.2.a, through 12.01-C.2.c. of the General Conditions.

SC-12.01-C Paragraphs 12.01-C.2.d. through 12.01-C.2.f. of the General Conditions shall be renumbered 12.-1-C.2.a. through 12-1-C.2.c., respectively.

SC-12.01-C New paragraph 12.-1-C.2.a of the General Conditions (former paragraph 12.01-C-2.d.) shall read”

“No fee shall be paid on the basis of costs.”

SC-12.02 Delete paragraph 12.02-B of the General Conditions in its entirety and insert in its place the following:

“SC-12.02 TIME

12.02-B TIME IS OF THE ESSENCE

Time is of the essence in the performance of the Contract. By executing the Contract, the Contractor represents that the time for performance stated in the Contract documents is a reasonable period for completing the Work to be performed under the Contract.

The Contractor shall prosecute the work with the diligence necessary to ensure its completion within the required time. The Contractor shall provide sufficient labor, materials, and equipment, and shall promptly take such appropriate action to recover schedule as may be necessary. The Contractor shall carry on the work and adhere to the schedule during all disputes and disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes and disagreements. The Contractor shall exercise reasonable precautions, efforts, and measures to avoid or mitigate situations which would cause delays.

If no specific date is identified in the Contract Documents for Final Completion of the Project or a particular phase of the Project, Final Completion of the Project or Project phase shall be achieved by the Contractor within thirty (30) calendar days after the date of Substantial Completion of the Project or Project phase.”

12.02-C At least ten (10) working days before the first Application for Payment, the Contractor shall submit to the Engineer a Progress Schedule

showing for each class of work included in the Schedule of Values, the percentage completion to be obtained and the total dollar value of work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

12.02-D The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Contract. The Progress Schedule will be reviewed by the Engineer for compliance with the requirements of this Article and will be accepted by the Engineer or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Engineer. The Engineer's review of the Progress Schedule shall not impose any duty on the Engineer or the Owner with respect to the timing, planning, scheduling, or execution of the Work. In particular, if the Contractor proposes a Progress Schedule indicating a date of Substantial Completion which is earlier than the Contract Time, the Contractor shall not be entitled to additional payment or compensation of any kind if, for any reason, the full Contract Time is required to achieve Substantial Completion of the Work.

12.02-E If in any Application for Payment the total value of the completed Work in place, as certified by the Engineer, is less than ninety (90%) percent of the total value of the Work in place estimated in the Progress Schedule, the Owner shall have the right, at the Owner's option and without cost to the Owner, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitations: (i) working additional shifts or overtime, (ii) supplying additional workers, equipment, and facilities, and (iii) other similar measures (hereinafter referred to as "Extraordinary Measures"). The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

12.02-F If each of three successive applications for payment, as certified by the Engineer, indicate that the actual Work completed is less than ninety (90%) percent of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner's option, treat the Contractor's delinquency as a default.

12.02-G If the Engineer has determined that the Contractor should be permitted to extend the time for completion, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be adjusted prorata.

12.02-H If the Contractor fails to submit any Application for Payment in any month, the Engineer shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the Engineer's knowledge.

12.02-I The Owner and the Contractor shall comply with M.G.L. c.30, §39K, which provides:

Within fifteen (15) days (thirty (30) days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after

receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written

notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.

12.02-J Nothing herein shall limit the Owner's right to liquidated or other damages for delays by the Contractor or to any other remedy which the Owner may possess under other provisions of the Contract Documents or by law.

12.02-K Should the Contractor request additional time to complete the work, it shall document its reasons therefor and request an extension of time the alleged delay occurred. Failure to notify the Owner of any delay as provided in this Article shall preclude the Contractor from subsequently claiming any time extension or other relief due to said delay. Request for extensions of time shall be submitted as a Change Order request to the Owner.

The Contractor shall submit the amount of a claim to the Owner in writing as soon as practicable after the end of the suspension, delay, interruption, or failure to act and, in any event, not later than the date of final payment under the Contract and, except for costs due to a suspension order, the Owner shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the Owner in writing of the act or failure to act involved in the claim.

The Owner and the Contractor agree that they understand that this subparagraph places a burden on the Contractor to inform the Owner, as soon as practicable, whenever the Contractor considers that an action or inaction of the Owner or the Engineer could result or has resulted in a delay in the Project, thereby providing the Owner and the Engineer with the opportunity to take action to avoid or lessen the time extensions or damages that might be associated with such action or inaction.

The Contractor and the Surety on the Contractor's performance bond shall be jointly and severally liable for, and shall pay to the Owner the expenses for inspection of Work performed after the time stipulated in the Owner-Contractor Contract for Substantial Completion. Such inspection costs shall include fees paid to the Engineer and its consultants as extra services at the rate stipulated in the Owner-Engineer Contract, the costs of any other project representatives of the Owner at the current salary rate and any other direct expenses due to inspection. The Owner may retain from monies otherwise due the Contractor whatever sums accrue to the Owner pursuant to this provision. The Contractor shall not be liable for inspection costs for delay in performance as provided hereunder for any period for which an extension of the Contract Time has been

granted.

12.02-L No claim for extension of time shall be allowed on account of failure of the Engineer to furnish Drawings, Specifications or instructions until fifteen (15) days after receipt by the Engineer by registered or certified mail, or by hand delivery acknowledged by the Engineer, of written demand for such instructions, Drawings, or Samples, and not then unless such claim be reasonable.

No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Engineer on account of any delay in the commencement of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Engineer, or otherwise, except as and to the extent expressly provided under M.G.L. c.30, §39O in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

12.02-M (Statutory reference: M.G.L. c.30 §39O)

a. The Awarding Authority may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

b. The Contractor shall submit the amount of a claim under provision (a) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the

Awarding Authority in writing of the act or failure to act involved in the claim.

In the event a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as provisions a. and b. give the Contractor against the Awarding Authority, but nothing in provisions a. and b. shall in any way change, modify or alter any other rights which the Contractor or the Subcontractor may have against each other.

12.02-N LIQUIDATED DAMAGES

If the Contractor shall fail to achieve Substantial Completion within the Contract Time, it shall be liable to pay the Owner the daily amount as stipulated in the Contract not as a penalty, but as fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the Owner's actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Contract. The said amount may be withheld from periodic or final payments due to the Contractor, in addition to retainage and other backcharges."

SC-12.03 In paragraph 12.03-A of the General Conditions, in the eighth line, insert "acts or neglect by Engineer," after "acts or neglect by Owner".

SC-12.03 In paragraph 12.03-C of the General Conditions, in the fifth line, insert "and Engineer" between "Owner" and "and".

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

SC-13.03 Delete paragraph 13.03-B of the General Conditions in its entirety.

SC-13.07 In paragraph 13.07-B of the General Conditions, in the last line, delete "will" and insert in its place "shall".

SC 13.09 Add the following paragraph immediately after paragraph 13.09-D of the General Conditions:

"13.09-E In the event of an emergency caused by defective Work, if the Contractor fails to respond to notification within twelve (12) hours, the Owner may proceed with alleviating the condition, and at his option may impose a surcharge upon the Contractor or a decrease in the Contract Price to cover associated costs in relation thereto."

ARTICLE 14 -PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Delete paragraph 14.02 A, B and C of the General Conditions in their entirety and insert in its place the following:

“M.G.L. c.30, § 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 MINIMUM PREVAILING WAGE RATES

19.07 -A The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum prevailing wage rates established in compliance with laws, including without limitation M.G.L. c.149, §26-27G, shall be a part of these Contract Documents. Copies of Federal and/or State wage schedules are

included at the end of Part I of these Supplementary Conditions. If, after the Notice to Proceed, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such wages as shall be determined by the officials administering the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person on such trade or occupation. Contractor shall notify Owner of his intention to employ persons in trades or occupations not classified in sufficient time for Owner to obtain approved rates for such trades or occupations.

19.07-A.1. The schedules of wages referred to above are minimum rates only, and Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of these specified in the schedules shall be adjusted by Contractor.

19.07-A.2 The said schedules of wages shall continue to be the minimum rates to be paid during the life of the Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the Work.

19.07-A.3 Federal and/or State schedule of minimum prevailing wage rates are included in Part I of these Supplementary Conditions. Where rates differ, the higher rates shall apply as a minimum for that trade.

19.07-A.4 The Contractor shall submit weekly payroll records to the Owner during the progress of the Contract, for each day work is performed and keep them on file for three (3) years.

19.07-A.5 The Contractor should obtain a schedule of minimum prevailing wage rates for every public building construction project from the Owner. It is the Owner's responsibility to ensure that a copy of the wage schedule is provided to all Contractors from whom estimates or bids are solicited for all projects. The Department of Labor and Workforce Development will not issue wage schedules directly to contractors or employees.

19.07-A.6 Once a wage schedule has been issued for a project by the Department of Labor and Workforce Development, it will remain in effect for the entire project. Appeals of wage determinations or classifications of employment may be made to the Department of Labor and Workforce Development Commissioner.

19.07-A.7 A wage schedule issued for a project may not be issued on any other project. If, by chance, the Owner fails to provide a wage schedule to use when figuring your bid, do not use one from another project. In this case, the Contractor should contact the Department of Labor and Workforce Development

immediately and urge the Owner to contact the Department of Labor and Workforce Development to correct the oversight.

19.07-A.8 The failure of the Owner to provide a wage schedule does not excuse the Contractor from paying the minimum prevailing wage rate.

19.07-A.9 The Attorney General's Division of Fair Labor & Business Practices enforces the minimum prevailing wage law. All bids shall reflect minimum prevailing wage rates. CONTRACTORS may be required by an awarding authority to "demonstrate how they could complete the project and comply with Mass. Gen. Laws". The Division issued an "Advisory" discussing these and other points. For a copy, please contact the Attorney General's Office.

19.07-A.10 Minimum prevailing wages shall be paid to all employees on public building construction projects regardless of whether they are employed by the General Contractor, a filed sub-bidder or any sub-contractor. The minimum prevailing wage applies equally to unionized and non-unionized workers.

19.07-A.11 All employees who perform work on a public building construction project shall be paid hourly according to the wage schedule issued for the particular project.

19.07-A.12 The wage schedule issued for each project is in effect for the duration of that project. All wage increases listed on the schedule shall be paid on the specified dates.

19.07-A.13 Contractors are limited in the deductions that can be made from the hourly rate (represented as the "total rate" on the wage schedules). Only contributions to the following plans may be deducted:

- Health and Welfare
- Pension
- Supplementary Unemployment

All contributions shall be made to bona fide plans.

19.07-A.14 If the Contractor contributes to any, or all, of the above plans, it may deduct the hourly amount contributed from the "total rate". If the Contractor does not contribute to any of the benefit plans listed above, then the hourly rate of pay will be the "total rate" from the wage schedule.

19.07-A.15 All other deductions, including but not limited to the following, may not be subtracted from the employee's hourly minimum prevailing wage rate:

- Vacation Time
- Sick Time
- Training Funds
- Charitable Contributions

- Workers Compensation
- Unemployment Insurance
- Uniforms

19.07-A.16 Overtime, which shall be paid to all employees who work more than forty (40) hours per week, shall be at least time-and-one-half the base rate ("total rate" less benefits, if any).

19.07-A.17 Any "separate check" given to any employee as the "benefit portion" of the minimum prevailing wage may not be treated differently than the check for "base wages". All "separate checks" are considered wages and subject to state and federal taxes, unemployment insurance and worker's compensation requirements.

19.07-A.18 A reporting form is sent along with each wage schedule that may be used. Each report shall contain at least: the employee's name, address, occupational classification, hours worked and wages paid. Do not submit weekly payroll reports to the Department of Labor and Workforce Development.

19.07-A.19 After the Contractor completes its portion of the public building construction project, the Contractor shall submit a Statement of Compliance to the Department of Labor and Workforce Development. A Statement of Compliance form is also sent along with each wage schedule issued.

19.07-A.20 Apprentices shall be registered with the Division of Apprentice Training (DAT). All persons not registered with DAT shall be paid the "total rate" listed on the wage schedule. An apprentice sheet showing percentages based on the apprentice steps is included with all wage schedules.

19.07-A.21 Failure to pay the minimum prevailing wage subjects the Contractor to potential civil and criminal liability.

"SC-19.08-A If any provision of the Contract Documents is determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

SC-19.09-A All provisions of law required to be inserted in the Contract Documents shall be and are inserted herein. If any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract Documents shall be changed by the Owner, at no increase in contract sum or contract time, so as to strictly comply with the law and without prejudice to the rights of either party herein.

SC-19.10-A No forbearance or indulgence in any form or manner by the Owner shall be construed as a waiver or in any way limit the legal or equitable remedies

available to the Owner. No waiver by the Owner of any default or breach shall constitute a waiver of any subsequent default or breach.

SC-19.11-A Attorney's Fees. In the event that any legal or equitable action, suit, or claim, counter-claim, cross-claim, or third-party claim of any kind relating to the Contract is filed, pleaded or initiated by the Owner or Contractor against the other party to the Contract, which results in a judgment, award or order of any kind in favor of the Owner, the Contractor shall be responsible for all reasonable costs, expenses, attorney's fees and expert witness fees incurred by the Owner in filing, prosecuting, maintaining, appealing or defending against such action, suit, or claim, counter-claim, cross-claim, or third-party claim.

SC-19.12-A Any cause of action which the Owner may have in connection with Work shall be deemed to accrue only when the Owner has obtained actual knowledge of the act of omission which gives rise to the cause of action, not before.

SC-19.13-A No officer, member of a board, commission or committee, employee or agent of the Owner shall be personally or individually liable to the Contractor with respect to the Contract or the Work. Each subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under the subcontract.

SC-19.14-A The Contract may be amended only by written Contract of the parties.

SC-19.15-A The Contract may not be assigned by the Contractor without the prior written assent of the Owner."

Insert a new Article 20 in the General Conditions, as follows:

ARTICLE 20: ADDITIONAL PROVISIONS

20.01 Certification of Tax Compliance - By entering into an Contract with the Owner, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. Chapter 62C, Section 49A(b), that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, to the reporting of employees and Contractors, and to the withholding and remitting of child support.

20.02 Conflict of Interest - The Contractor understands that the Massachusetts

Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under the Contract. The Contractor and its officers, employees, agents, Subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

20.03 Non-Collusion - By entering into the Contract with the Owner, the Contractor certifies under penalties of perjury that its bid has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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

20.05 Additional Statutory Incorporations - The provisions of M.G.L. Chapter 149, Sections 34 (Public contracts; stipulation as to hours and days of work; void contracts), 34A (Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute), and 34B (Contracts for public works; wages for reserve police officer) shall hereby be incorporated into this Contract by reference.

SUPPLEMENTARY CONDITIONS

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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 subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a Subcontractor shall be made to the General Contractor for the account of that Subcontractor; and the Awarding Authority shall take reasonable steps to compel the General Contractor to make each such payment to each such Subcontractor. If the Awarding Authority has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the

General Contractor or which is to be included in a payment to the General Contractor for payment to the Subcontractor as provided in 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 forty-nine; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

(d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of highways at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than \$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 39O

Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the General Contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the General Contractor against the Awarding Authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the General Contractor or the Subcontractor may have against each other.

(a) The Awarding Authority may order the General Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided however, that if there is a suspension, delay or interruption for fifteen (15) days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The General Contractor must submit the amount of a claim under provision (a) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty (20) days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

1.1.7 CHAP. 30 MGL SECTION 39P

Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the Awarding Authority, or any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty (30) days after the written submission for decision; but if such decision requires extended investigation and study, the Awarding Authority, the official, architect or engineer shall, within thirty (30) days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty (30) day period and the date by which the decision will be made.

1.1.8(a) CHAP. 30 MGL SECTION 39R

Definitions; contract provisions; management and financial statements; enforcement

(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

"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 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 forty-nine, and section thirty-nine M of chapter thirty as is feasible for the procurement of the proprietary environmental technology systems chosen.

(G) Every contract by a state agency or state assisted contract for design, construction, reconstruction, installation, demolition, maintenance or repair shall set forth the participation goals of minority and women workers to be employed on each such contract and the processes and procedures to

ensure compliance with those workforce participation goals, including reporting and enforcement provisions.

1.1.15 CHAP.149 MGL SECTION 44G(D)

(D) Every contract subject to section forty-four A shall include specifications for the installation of weather protection and shall require that the contractor shall install the same and that he shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the commissioner or his designee.

INSURANCE CERTIFICATION FORM

This form is to be completed by an authorized representative of each insurance company providing coverages, to verify that contract insurance requirements are provided.

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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WORKMAN'S COMPENSATION (Contractor as Insured)

SC 5.4	Workman's Compensation	_____	# _____	\$ _____	_____
SC 5.4	Employer's Liability	_____	# _____		
	a. Each Accident			\$ _____	_____
	b. Disease Policy Limit			\$ _____	_____
	c. Disease Each Employee			\$ _____	_____

COMMERCIAL GENERAL LIABILITY (Contractor as Insured, Owner and Engineer as Additional Insured)

SC 5.4	General Liability	_____	# _____		
	a. General Aggregate			\$ _____	_____
	b. Each Occurrence			\$ _____	_____
	1. Premises/Operations			\$ _____	_____
	2. Products/Completed Operation			\$ _____	_____
	3. Contractual			\$ _____	_____
	4. Independent Contractors			\$ _____	_____
	5. Broad Form Property Damage			\$ _____	_____
	6. Personal Injury			\$ _____	_____
	7. Medical Expense			\$ _____	_____
	8. XCU			\$ _____	_____

AUTOMOTIVE LIABILITY (Contractor as Named Insured)

a.	Combined Single Limit	_____	# _____	\$ _____	_____
	1. Scheduled Autos			\$ _____	_____

2.	Hired Autos	\$	_____	_____
3.	Non Owned Autos	\$	_____	_____

INSURANCE CERTIFICATION FORM (Continued)

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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EXCESS UMBRELLA LIABILITY

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____

INSTALLATION FLOATER

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____
c.	Installation Floater	_____	# _____	\$ _____	_____

BUILDER'S ALL RISK

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____
c.	All Risk	_____	# _____	\$ _____	_____

OWNER'S PROTECTIVE LIABILITY

(Owner and Engineer as Named Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____

I hereby certify that the information contain herein is accurate to the best of knowledge.

SIGNATURE

PRINTED NAME

DATE

PRINTED TITLE

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-143

SPRINGVALE #4 WATER PUMP STATION

CHANGE ORDER FORM

Original Contract Price	\$ _____
Previous Change Orders #	\$ _____
Present Contract Price	\$ _____
This Change Order #___ Increase/Decrease	\$ _____
Total Adjusted Contract Price	\$ _____

This Change Order changes the time of completion by _____ calendar Days.

The extended completion date is _____

This Change Order checked by _____
Engineer Date

This Change Order requested by _____

This Change Order prepared by _____
Engineer

The undersigned agree to the terms of the Change Order.

Contractor Date

Owner Date

Town Accountant Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in the amount sufficient to cover the total cost of this Change Order is available.

Certification Officer Date

Change Order Form (continued)

Public Entity _____

Project Number _____

Contract Number: _____

Change Order Number: _____

Contract Title: _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Description of Change

Reason for Change

Example Calculation Sheet

(1) Labor

Foreman 10 hrs @ \$45.00/hr.	\$ 450.00	
Engineer 10 hrs @ 35.00/hr.	350.00	
Operator 10 hrs @ 40.00/hr.	400.00	
Laborers 24 hrs @ 28.00/hr.	672.00	
		\$ 1,872.00

(2) Direct Labor Cost (use the agreed upon
Direct Labor Cost)

*(30) % of \$1,872

*(used for example purposes only) 561.60

(3) Materials & Freight

150 l.f. of 12" pipe @ \$15.00/l.f.	\$2,250.00	
15 v.f. precast SMH	2,500.00	
Freight (slip # Enclosed)	110.00	
		4,860.00

(4) Equipment

1 Backhoe 10 hrs @ \$140.00/hr.	\$1,400.00	
1 Truck crane 10 hrs @ \$180.00/hr.	1,800.00	
		<u>-3,200.00</u>

Total items 1 through 4) \$ 10,493.60

(5) 15% markup for Overhead, Profit

15% of \$10,493.60 \$ 1,574.04

(6) 5% markup for General Contractor
(if Subcontractor is involved)

5% of \$10,493.60 524.68

(7) Credits deductible - 323.00

Total Cost \$ 12,269.32

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculations, Blue Book equipment rental rate printouts, photographs, reports, etc.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA
Secretary
WILLIAM D MCKINNEY
Director

Awarding Authority: Natick Board of Selectmen
Contract Number: 150 **City/Town:** NATICK
Description of Work: Replacement of an automatic transfer switch at the Springvale site and replacement of the natural gas generator at the 4M wastewater pump stations.
Job Location: Route 9 Natick Massachusetts

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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 <i>LABORERS - ZONE 2</i>	06/01/2018	\$34.00	\$7.70	\$14.02	\$0.00	\$55.72
	12/01/2018	\$34.84	\$7.70	\$14.02	\$0.00	\$56.56
	06/01/2019	\$35.71	\$7.70	\$14.02	\$0.00	\$57.43
	12/01/2019	\$36.57	\$7.70	\$14.02	\$0.00	\$58.29
	06/01/2020	\$37.46	\$7.70	\$14.02	\$0.00	\$59.18
	12/01/2020	\$38.35	\$7.70	\$14.02	\$0.00	\$60.07
	06/01/2021	\$39.27	\$7.70	\$14.02	\$0.00	\$60.99
	12/01/2021	\$40.18	\$7.70	\$14.02	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	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 <i>LABORERS - ZONE 2</i>	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
	12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
	06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
	12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
	06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
	12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
	06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
	12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
	12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
	06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
	12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
	06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
	12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
	06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
	12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2018	\$34.00	\$7.70	\$14.02	\$0.00	\$55.72
	12/01/2018	\$34.84	\$7.70	\$14.02	\$0.00	\$56.56
	06/01/2019	\$35.71	\$7.70	\$14.02	\$0.00	\$57.43
	12/01/2019	\$36.57	\$7.70	\$14.02	\$0.00	\$58.29
	06/01/2020	\$37.46	\$7.70	\$14.02	\$0.00	\$59.18
	12/01/2020	\$38.35	\$7.70	\$14.02	\$0.00	\$60.07
	06/01/2021	\$39.27	\$7.70	\$14.02	\$0.00	\$60.99
	12/01/2021	\$40.18	\$7.70	\$14.02	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	03/01/2018	\$43.57	\$7.07	\$17.46	\$0.00	\$68.10
	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$28.32	\$7.07	\$11.37	\$0.00	\$46.76
2	65	\$28.32	\$7.07	\$11.37	\$0.00	\$46.76
3	70	\$30.50	\$7.07	\$12.23	\$0.00	\$49.80
4	75	\$32.68	\$7.07	\$13.11	\$0.00	\$52.86
5	80	\$34.86	\$7.07	\$13.97	\$0.00	\$55.90
6	85	\$37.03	\$7.07	\$14.86	\$0.00	\$58.96
7	90	\$39.21	\$7.07	\$15.72	\$0.00	\$62.00
8	95	\$41.39	\$7.07	\$16.61	\$0.00	\$65.07

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2018	\$50.81	\$10.75	\$20.06	\$0.00	\$81.62
BRICKLAYERS LOCAL 3 (LOWELL)	02/01/2019	\$51.41	\$10.75	\$20.06	\$0.00	\$82.22
	08/01/2019	\$52.76	\$10.75	\$20.20	\$0.00	\$83.71
	02/01/2020	\$53.36	\$10.75	\$20.20	\$0.00	\$84.31
	08/01/2020	\$54.71	\$10.75	\$20.35	\$0.00	\$85.81
	02/01/2021	\$55.31	\$10.75	\$20.35	\$0.00	\$86.41
	08/01/2021	\$56.71	\$10.75	\$20.51	\$0.00	\$87.97
	02/01/2022	\$57.29	\$10.75	\$20.51	\$0.00	\$88.55

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.41	\$10.75	\$20.06	\$0.00	\$56.22
2	60	\$30.49	\$10.75	\$20.06	\$0.00	\$61.30
3	70	\$35.57	\$10.75	\$20.06	\$0.00	\$66.38
4	80	\$40.65	\$10.75	\$20.06	\$0.00	\$71.46
5	90	\$45.73	\$10.75	\$20.06	\$0.00	\$76.54

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$10.75	\$20.06	\$0.00	\$56.52
2	60	\$30.85	\$10.75	\$20.06	\$0.00	\$61.66
3	70	\$35.99	\$10.75	\$20.06	\$0.00	\$66.80
4	80	\$41.13	\$10.75	\$20.06	\$0.00	\$71.94
5	90	\$46.27	\$10.75	\$20.06	\$0.00	\$77.08

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
<i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	06/01/2018	\$39.10	\$7.70	\$15.40	\$0.00	\$62.20
<i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$40.05	\$7.70	\$15.40	\$0.00	\$63.15
	06/01/2019	\$41.05	\$7.70	\$15.40	\$0.00	\$64.15
	12/01/2019	\$42.05	\$7.70	\$15.40	\$0.00	\$65.15
	06/01/2020	\$43.04	\$7.70	\$15.40	\$0.00	\$66.14
	12/01/2020	\$44.02	\$7.70	\$15.40	\$0.00	\$67.12
	06/01/2021	\$45.04	\$7.70	\$15.40	\$0.00	\$68.14
	12/01/2021	\$46.05	\$7.70	\$15.40	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2018	\$37.95	\$7.70	\$15.40	\$0.00	\$61.05
	12/01/2018	\$38.90	\$7.70	\$15.40	\$0.00	\$62.00
	06/01/2019	\$39.90	\$7.70	\$15.40	\$0.00	\$63.00
	12/01/2019	\$40.90	\$7.70	\$15.40	\$0.00	\$64.00
	06/01/2020	\$41.89	\$7.70	\$15.40	\$0.00	\$64.99
	12/01/2020	\$42.87	\$7.70	\$15.40	\$0.00	\$65.97
	06/01/2021	\$43.89	\$7.70	\$15.40	\$0.00	\$66.99
	12/01/2021	\$44.90	\$7.70	\$15.40	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2018	\$37.95	\$7.70	\$15.40	\$0.00	\$61.05
	12/01/2018	\$38.90	\$7.70	\$15.40	\$0.00	\$62.00
	06/01/2019	\$39.90	\$7.70	\$15.40	\$0.00	\$63.00
	12/01/2019	\$40.90	\$7.70	\$15.40	\$0.00	\$64.00
	06/01/2020	\$41.89	\$7.70	\$15.40	\$0.00	\$64.99
	12/01/2020	\$42.87	\$7.70	\$15.40	\$0.00	\$65.97
	06/01/2021	\$43.89	\$7.70	\$15.40	\$0.00	\$66.99
	12/01/2021	\$44.90	\$7.70	\$15.40	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	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

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.66	\$9.90	\$1.73	\$0.00	\$32.29
2	60	\$24.79	\$9.90	\$1.73	\$0.00	\$36.42
3	70	\$28.92	\$9.90	\$12.31	\$0.00	\$51.13
4	75	\$30.99	\$9.90	\$12.31	\$0.00	\$53.20
5	80	\$33.06	\$9.90	\$14.04	\$0.00	\$57.00
6	80	\$33.06	\$9.90	\$14.04	\$0.00	\$57.00
7	90	\$37.19	\$9.90	\$15.77	\$0.00	\$62.86
8	90	\$37.19	\$9.90	\$15.77	\$0.00	\$62.86

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$9.90	\$1.73	\$0.00	\$32.81
2	60	\$25.41	\$9.90	\$1.73	\$0.00	\$37.04
3	70	\$29.65	\$9.90	\$12.31	\$0.00	\$51.86
4	75	\$31.76	\$9.90	\$12.31	\$0.00	\$53.97
5	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
6	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
7	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79
8	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.22/ 3&4 \$36.03/ 5&6 \$52.86/ 7&8 \$58.73

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2018	\$26.67	\$7.07	\$7.86	\$0.00	\$41.60
CARPENTERS -ZONE 2 (Wood Frame)	10/01/2018	\$27.09	\$7.07	\$7.86	\$0.00	\$42.02
	04/01/2019	\$27.52	\$7.07	\$7.86	\$0.00	\$42.45
	10/01/2019	\$27.95	\$7.07	\$7.86	\$0.00	\$42.88

All Aspects of New Wood Frame Work - As of 9/1/09 Carpentry work on wood-frame WEATHERIZATION projects shall be paid the WOOD FRAME CARPENTER rate.

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - CARPENTER (Wood Frame) - Zone 2

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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
7	85	\$22.67	\$7.07	\$7.86	\$0.00	\$37.60
8	90	\$24.00	\$7.07	\$7.86	\$0.00	\$38.93

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.25	\$7.07	\$0.00	\$0.00	\$23.32
2	60	\$16.25	\$7.07	\$0.00	\$0.00	\$23.32
3	65	\$17.61	\$7.07	\$7.86	\$0.00	\$32.54
4	70	\$18.96	\$7.07	\$7.86	\$0.00	\$33.89
5	75	\$20.32	\$7.07	\$7.86	\$0.00	\$35.25
6	80	\$21.67	\$7.07	\$7.86	\$0.00	\$36.60
7	85	\$23.03	\$7.07	\$7.86	\$0.00	\$37.96
8	90	\$24.38	\$7.07	\$7.86	\$0.00	\$39.31

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$19.07/ 3&4 \$26.49/ 5&6 \$33.60/ 7&8 \$36.27

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2018	\$42.52	\$12.42	\$22.41	\$0.30	\$77.65
BRICKLAYERS LOCAL 3 (LOWELL)	01/01/2019	\$43.76	\$12.42	\$22.41	\$0.30	\$78.89
	07/01/2019	\$44.64	\$12.42	\$22.41	\$0.30	\$79.77
	01/01/2020	\$45.88	\$12.42	\$22.41	\$0.30	\$81.01

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.26	\$12.42	\$15.41	\$0.00	\$49.09
2	60	\$25.51	\$12.42	\$17.41	\$0.30	\$55.64
3	65	\$27.64	\$12.42	\$18.41	\$0.30	\$58.77
4	70	\$29.76	\$12.42	\$19.41	\$0.30	\$61.89
5	75	\$31.89	\$12.42	\$20.41	\$0.30	\$65.02
6	80	\$34.02	\$12.42	\$21.41	\$0.30	\$68.15
7	90	\$38.27	\$12.42	\$22.41	\$0.30	\$73.40

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.88	\$12.42	\$15.41	\$0.00	\$49.71
2	60	\$26.26	\$12.42	\$17.41	\$0.30	\$56.39
3	65	\$28.44	\$12.42	\$18.41	\$0.30	\$59.57
4	70	\$30.63	\$12.42	\$19.41	\$0.30	\$62.76
5	75	\$32.82	\$12.42	\$20.41	\$0.30	\$65.95
6	80	\$35.01	\$12.42	\$21.41	\$0.30	\$69.14
7	90	\$39.38	\$12.42	\$22.41	\$0.30	\$74.51

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR

LABORERS - ZONE 2

06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES

OPERATING ENGINEERS LOCAL 4

06/01/2018	\$69.67	\$11.00	\$15.50	\$0.00	\$96.17
12/01/2018	\$71.30	\$11.00	\$15.50	\$0.00	\$97.80
06/01/2019	\$72.87	\$11.00	\$15.50	\$0.00	\$99.37
12/01/2019	\$74.50	\$11.00	\$15.50	\$0.00	\$101.00
06/01/2020	\$76.06	\$11.00	\$15.50	\$0.00	\$102.56
12/01/2020	\$77.69	\$11.00	\$15.50	\$0.00	\$104.19
06/01/2021	\$79.25	\$11.00	\$15.50	\$0.00	\$105.75
12/01/2021	\$80.88	\$11.00	\$15.50	\$0.00	\$107.38

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$31.90	\$11.00	\$15.50	\$0.00	\$58.40
	12/01/2018	\$32.68	\$11.00	\$15.50	\$0.00	\$59.18
	06/01/2019	\$33.43	\$11.00	\$15.50	\$0.00	\$59.93
	12/01/2019	\$34.22	\$11.00	\$15.50	\$0.00	\$60.72
	06/01/2020	\$34.97	\$11.00	\$15.50	\$0.00	\$61.47
	12/01/2020	\$35.75	\$11.00	\$15.50	\$0.00	\$62.25
	06/01/2021	\$36.50	\$11.00	\$15.50	\$0.00	\$63.00
	12/01/2021	\$37.29	\$11.00	\$15.50	\$0.00	\$63.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2018	\$50.01	\$8.15	\$20.15	\$0.00	\$78.31
	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.01	\$8.15	\$0.00	\$0.00	\$33.16
2	55	\$27.51	\$8.15	\$5.34	\$0.00	\$41.00
3	60	\$30.01	\$8.15	\$5.82	\$0.00	\$43.98
4	65	\$32.51	\$8.15	\$6.31	\$0.00	\$46.97
5	70	\$35.01	\$8.15	\$17.24	\$0.00	\$60.40
6	75	\$37.51	\$8.15	\$17.73	\$0.00	\$63.39
7	80	\$40.01	\$8.15	\$18.21	\$0.00	\$66.37
8	90	\$45.01	\$8.15	\$19.18	\$0.00	\$72.34

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS - ZONE 2	06/01/2018	\$38.15	\$7.70	\$15.20	\$0.00	\$61.05
	12/01/2018	\$39.10	\$7.70	\$15.20	\$0.00	\$62.00
	06/01/2019	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
	12/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	06/01/2018	\$39.15	\$7.70	\$15.20	\$0.00	\$62.05
	12/01/2018	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
	06/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00
	12/01/2019	\$42.10	\$7.70	\$15.20	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	06/01/2018	\$38.90	\$7.70	\$15.20	\$0.00	\$61.80
	12/01/2018	\$39.85	\$7.70	\$15.20	\$0.00	\$62.75
	06/01/2019	\$40.85	\$7.70	\$15.20	\$0.00	\$63.75
	12/01/2019	\$41.85	\$7.70	\$15.20	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	06/01/2018	\$39.15	\$7.70	\$15.20	\$0.00	\$62.05
	12/01/2018	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
	06/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00
	12/01/2019	\$42.10	\$7.70	\$15.20	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	06/01/2018	\$38.90	\$7.70	\$15.20	\$0.00	\$61.80
	12/01/2018	\$39.85	\$7.70	\$15.20	\$0.00	\$62.75
	06/01/2019	\$40.85	\$7.70	\$15.20	\$0.00	\$63.75
	12/01/2019	\$41.85	\$7.70	\$15.20	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	06/01/2018	\$38.15	\$7.70	\$15.20	\$0.00	\$61.05
	12/01/2018	\$39.10	\$7.70	\$15.20	\$0.00	\$62.00
	06/01/2019	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
	12/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER 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 1)	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"						
DIVER TENDER (EFFLUENT) 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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT) 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"						
DRAWBRIDGE OPERATOR (Construction) ELECTRICIANS LOCAL 103	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN ELECTRICIANS LOCAL 103	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98

Apprentice - ELECTRICIAN - Local 103

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.25	\$13.00	\$0.61	\$0.00	\$33.86
2	40	\$20.25	\$13.00	\$0.61	\$0.00	\$33.86
3	45	\$22.78	\$13.00	\$13.97	\$0.00	\$49.75
4	45	\$22.78	\$13.00	\$13.97	\$0.00	\$49.75
5	50	\$25.31	\$13.00	\$14.38	\$0.00	\$52.69
6	55	\$27.84	\$13.00	\$14.78	\$0.00	\$55.62
7	60	\$30.37	\$13.00	\$15.17	\$0.00	\$58.54
8	65	\$32.90	\$13.00	\$15.58	\$0.00	\$61.48
9	70	\$35.43	\$13.00	\$15.97	\$0.00	\$64.40
10	75	\$37.97	\$13.00	\$16.37	\$0.00	\$67.34

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
2	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
3	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
4	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
5	50	\$25.55	\$13.00	\$14.76	\$0.00	\$53.31
6	55	\$28.11	\$13.00	\$15.17	\$0.00	\$56.28
7	60	\$30.66	\$13.00	\$15.58	\$0.00	\$59.24
8	65	\$33.22	\$13.00	\$16.00	\$0.00	\$62.22
9	70	\$35.77	\$13.00	\$16.40	\$0.00	\$65.17
10	75	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Notes :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2018	\$57.62	\$15.43	\$16.61	\$0.00	\$89.66
	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
	01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**Apprentice - ELEVATOR CONSTRUCTOR - Local 4****Effective Date - 01/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.81	\$15.43	\$0.00	\$0.00	\$44.24
2	55	\$31.69	\$15.43	\$16.61	\$0.00	\$63.73
3	65	\$37.45	\$15.43	\$16.61	\$0.00	\$69.49
4	70	\$40.33	\$15.43	\$16.61	\$0.00	\$72.37
5	80	\$46.10	\$15.43	\$16.61	\$0.00	\$78.14

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.74	\$15.58	\$0.00	\$0.00	\$45.32
2	55	\$32.71	\$15.58	\$17.51	\$0.00	\$65.80
3	65	\$38.66	\$15.58	\$17.51	\$0.00	\$71.75
4	70	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
5	80	\$47.58	\$15.58	\$17.51	\$0.00	\$80.67

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2018	\$40.33	\$15.43	\$16.61	\$0.00	\$72.37
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
	01/01/2020	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
LABORERS - ZONE 2	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	05/01/2018	\$42.84	\$10.50	\$15.50	\$0.00	\$68.84
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	05/01/2018	\$44.31	\$10.50	\$15.50	\$0.00	\$70.31
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	05/01/2018	\$22.51	\$10.50	\$15.50	\$0.00	\$48.51
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
For apprentice rates see "Apprentice- ELECTRICIAN"	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
FIRE ALARM REPAIR / MAINTENANCE <i>/ COMMISSIONINGELECTRICIANS</i> <i>LOCAL 103</i>	09/01/2018	\$37.97	\$13.00	\$16.35	\$0.00	\$67.32
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$38.83	\$11.00	\$15.50	\$0.00	\$65.33
	12/01/2018	\$39.78	\$11.00	\$15.50	\$0.00	\$66.28
	06/01/2019	\$40.69	\$11.00	\$15.50	\$0.00	\$67.19
	12/01/2019	\$41.64	\$11.00	\$15.50	\$0.00	\$68.14
	06/01/2020	\$42.55	\$11.00	\$15.50	\$0.00	\$69.05
	12/01/2020	\$43.50	\$11.00	\$15.50	\$0.00	\$70.00
	06/01/2021	\$44.41	\$11.00	\$15.50	\$0.00	\$70.91
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$45.36	\$11.00	\$15.50	\$0.00	\$71.86
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2018	\$21.50	\$7.70	\$14.02	\$0.00	\$43.22
	12/01/2018	\$22.50	\$7.70	\$14.02	\$0.00	\$44.22
	06/01/2019	\$22.50	\$7.70	\$14.02	\$0.00	\$44.22
	12/01/2019	\$23.50	\$7.70	\$14.02	\$0.00	\$45.22
	06/01/2020	\$23.50	\$7.70	\$14.02	\$0.00	\$45.22
	12/01/2020	\$24.50	\$7.70	\$14.02	\$0.00	\$46.22
	06/01/2021	\$24.50	\$7.70	\$14.02	\$0.00	\$46.22
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$24.50	\$7.70	\$14.02	\$0.00	\$46.22
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.07	\$9.80	\$1.79	\$0.00	\$32.66
2	55	\$23.17	\$9.80	\$1.79	\$0.00	\$34.76
3	60	\$25.28	\$9.80	\$12.25	\$0.00	\$47.33
4	65	\$27.38	\$9.80	\$12.25	\$0.00	\$49.43
5	70	\$29.49	\$9.80	\$14.04	\$0.00	\$53.33
6	75	\$31.60	\$9.80	\$14.04	\$0.00	\$55.44
7	80	\$33.70	\$9.80	\$15.83	\$0.00	\$59.33
8	85	\$35.81	\$9.80	\$15.83	\$0.00	\$61.44

Notes: Steps are 750 hrs.
% 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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
	12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
	06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
	12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
	06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
	12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
	06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
	12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$31.90	\$11.00	\$15.50	\$0.00	\$58.40
	12/01/2018	\$32.68	\$11.00	\$15.50	\$0.00	\$59.18
	06/01/2019	\$33.43	\$11.00	\$15.50	\$0.00	\$59.93
	12/01/2019	\$34.22	\$11.00	\$15.50	\$0.00	\$60.72
	06/01/2020	\$34.97	\$11.00	\$15.50	\$0.00	\$61.47
	12/01/2020	\$35.75	\$11.00	\$15.50	\$0.00	\$62.25
	06/01/2021	\$36.50	\$11.00	\$15.50	\$0.00	\$63.00
	12/01/2021	\$37.29	\$11.00	\$15.50	\$0.00	\$63.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	07/01/2018	\$39.51	\$8.15	\$20.15	\$0.00	\$67.81
	01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
	07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
	01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
	07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
	01/01/2021	\$44.26	\$8.15	\$20.85	\$0.00	\$73.26

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.76	\$8.15	\$0.00	\$0.00	\$27.91
2	55	\$21.73	\$8.15	\$5.34	\$0.00	\$35.22
3	60	\$23.71	\$8.15	\$5.82	\$0.00	\$37.68
4	65	\$25.68	\$8.15	\$6.31	\$0.00	\$40.14
5	70	\$27.66	\$8.15	\$17.24	\$0.00	\$53.05
6	75	\$29.63	\$8.15	\$17.73	\$0.00	\$55.51
7	80	\$31.61	\$8.15	\$18.21	\$0.00	\$57.97
8	90	\$35.56	\$8.15	\$19.18	\$0.00	\$62.89

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
OPERATING ENGINEERS LOCAL 4	12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
	06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
	12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
	06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
	12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
	06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
	12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.89	\$11.00	\$0.00	\$0.00	\$36.89
2	60	\$28.25	\$11.00	\$15.50	\$0.00	\$54.75
3	65	\$30.60	\$11.00	\$15.50	\$0.00	\$57.10
4	70	\$32.96	\$11.00	\$15.50	\$0.00	\$59.46
5	75	\$35.31	\$11.00	\$15.50	\$0.00	\$61.81
6	80	\$37.66	\$11.00	\$15.50	\$0.00	\$64.16
7	85	\$40.02	\$11.00	\$15.50	\$0.00	\$66.52
8	90	\$42.37	\$11.00	\$15.50	\$0.00	\$68.87

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.53	\$11.00	\$0.00	\$0.00	\$37.53
2	60	\$28.94	\$11.00	\$15.50	\$0.00	\$55.44
3	65	\$31.35	\$11.00	\$15.50	\$0.00	\$57.85
4	70	\$33.76	\$11.00	\$15.50	\$0.00	\$60.26
5	75	\$36.17	\$11.00	\$15.50	\$0.00	\$62.67
6	80	\$38.58	\$11.00	\$15.50	\$0.00	\$65.08
7	85	\$41.00	\$11.00	\$15.50	\$0.00	\$67.50
8	90	\$43.41	\$11.00	\$15.50	\$0.00	\$69.91

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
	09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
	09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
	09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
	09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS LABORERS - ZONE 2	06/01/2018	\$34.00	\$7.70	\$14.02	\$0.00	\$55.72
	12/01/2018	\$34.84	\$7.70	\$14.02	\$0.00	\$56.56
	06/01/2019	\$35.71	\$7.70	\$14.02	\$0.00	\$57.43
	12/01/2019	\$36.57	\$7.70	\$14.02	\$0.00	\$58.29
	06/01/2020	\$37.46	\$7.70	\$14.02	\$0.00	\$59.18
	12/01/2020	\$38.35	\$7.70	\$14.02	\$0.00	\$60.07
	06/01/2021	\$39.27	\$7.70	\$14.02	\$0.00	\$60.99
	12/01/2021	\$40.18	\$7.70	\$14.02	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & 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 & Tanks) - Local 6 Boston

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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
3	70	\$34.54	\$11.75	\$11.95	\$0.00	\$58.24
4	80	\$39.47	\$11.75	\$12.70	\$0.00	\$63.92

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.92	\$11.75	\$10.45	\$0.00	\$48.12
2	60	\$31.10	\$11.75	\$11.20	\$0.00	\$54.05
3	70	\$36.29	\$11.75	\$11.95	\$0.00	\$59.99
4	80	\$41.47	\$11.75	\$12.70	\$0.00	\$65.92

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30
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Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.79	\$7.80	\$20.85	\$0.00	\$55.44
2	70	\$31.26	\$7.80	\$20.85	\$0.00	\$59.91
3	75	\$33.49	\$7.80	\$20.85	\$0.00	\$62.14
4	80	\$35.72	\$7.80	\$20.85	\$0.00	\$64.37
5	85	\$37.95	\$7.80	\$20.85	\$0.00	\$66.60
6	90	\$40.19	\$7.80	\$20.85	\$0.00	\$68.84

Notes:

**** Structural 1:6; Ornamental 1:4**

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR

LABORERS - ZONE 2

06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

LABORER

LABORERS - ZONE 2

06/01/2018	\$33.25	\$7.70	\$14.02	\$0.00	\$54.97
12/01/2018	\$34.09	\$7.70	\$14.02	\$0.00	\$55.81
06/01/2019	\$34.96	\$7.70	\$14.02	\$0.00	\$56.68
12/01/2019	\$35.82	\$7.70	\$14.02	\$0.00	\$57.54
06/01/2020	\$36.71	\$7.70	\$14.02	\$0.00	\$58.43
12/01/2020	\$37.60	\$7.70	\$14.02	\$0.00	\$59.32
06/01/2021	\$38.52	\$7.70	\$14.02	\$0.00	\$60.24
12/01/2021	\$39.43	\$7.70	\$14.02	\$0.00	\$61.15

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.95	\$7.70	\$14.02	\$0.00	\$41.67
2	70	\$23.28	\$7.70	\$14.02	\$0.00	\$45.00
3	80	\$26.60	\$7.70	\$14.02	\$0.00	\$48.32
4	90	\$29.93	\$7.70	\$14.02	\$0.00	\$51.65

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.45	\$7.70	\$14.02	\$0.00	\$42.17
2	70	\$23.86	\$7.70	\$14.02	\$0.00	\$45.58
3	80	\$27.27	\$7.70	\$14.02	\$0.00	\$48.99
4	90	\$30.68	\$7.70	\$14.02	\$0.00	\$52.40

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	06/01/2018	\$33.25	\$7.70	\$14.02	\$0.00	\$54.97
	12/01/2018	\$34.09	\$7.70	\$14.02	\$0.00	\$55.81
	06/01/2019	\$34.96	\$7.70	\$14.02	\$0.00	\$56.68
	12/01/2019	\$35.82	\$7.70	\$14.02	\$0.00	\$57.54
	06/01/2020	\$36.71	\$7.70	\$14.02	\$0.00	\$58.43
	12/01/2020	\$37.60	\$7.70	\$14.02	\$0.00	\$59.32
	06/01/2021	\$38.52	\$7.70	\$14.02	\$0.00	\$60.24
	12/01/2021	\$39.43	\$7.70	\$14.02	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	06/01/2018	\$33.25	\$7.70	\$14.02	\$0.00	\$54.97
	12/01/2018	\$34.09	\$7.70	\$14.02	\$0.00	\$55.81
	06/01/2019	\$34.96	\$7.70	\$14.02	\$0.00	\$56.68
	12/01/2019	\$35.82	\$7.70	\$14.02	\$0.00	\$57.54
	06/01/2020	\$36.71	\$7.70	\$14.02	\$0.00	\$58.43
	12/01/2020	\$37.60	\$7.70	\$14.02	\$0.00	\$59.32
	06/01/2021	\$38.52	\$7.70	\$14.02	\$0.00	\$60.24
	12/01/2021	\$39.43	\$7.70	\$14.02	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	06/01/2018	\$33.45	\$7.70	\$13.97	\$0.00	\$55.12
	12/01/2018	\$34.29	\$7.70	\$13.97	\$0.00	\$55.96
	06/01/2019	\$35.16	\$7.70	\$13.97	\$0.00	\$56.83
	12/01/2019	\$36.02	\$7.70	\$13.97	\$0.00	\$57.69
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2018	\$33.25	\$7.70	\$14.02	\$0.00	\$54.97
	12/01/2018	\$34.09	\$7.70	\$14.02	\$0.00	\$55.81
	06/01/2019	\$34.96	\$7.70	\$14.02	\$0.00	\$56.68
	12/01/2019	\$35.82	\$7.70	\$14.02	\$0.00	\$57.54
	06/01/2020	\$36.71	\$7.70	\$14.02	\$0.00	\$58.43
	12/01/2020	\$37.60	\$7.70	\$14.02	\$0.00	\$59.32
	06/01/2021	\$38.52	\$7.70	\$14.02	\$0.00	\$60.24
	12/01/2021	\$39.43	\$7.70	\$14.02	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2018	\$33.25	\$7.70	\$14.02	\$0.00	\$54.97
	12/01/2018	\$34.09	\$7.70	\$14.02	\$0.00	\$55.81
	06/01/2019	\$34.96	\$7.70	\$14.02	\$0.00	\$56.68
	12/01/2019	\$35.82	\$7.70	\$14.02	\$0.00	\$57.54
	06/01/2020	\$36.71	\$7.70	\$14.02	\$0.00	\$58.43
	12/01/2020	\$37.60	\$7.70	\$14.02	\$0.00	\$59.32
	06/01/2021	\$38.52	\$7.70	\$14.02	\$0.00	\$60.24
	12/01/2021	\$39.43	\$7.70	\$14.02	\$0.00	\$61.15
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2018	\$40.40	\$10.75	\$18.97	\$0.00	\$70.12
	02/01/2019	\$40.91	\$10.75	\$18.97	\$0.00	\$70.63
	08/01/2019	\$41.99	\$10.75	\$19.11	\$0.00	\$71.85
	02/01/2020	\$42.50	\$10.75	\$19.11	\$0.00	\$72.36
	08/01/2020	\$43.58	\$10.75	\$19.26	\$0.00	\$73.59
	02/01/2021	\$44.09	\$10.75	\$19.26	\$0.00	\$74.10
	08/01/2021	\$45.21	\$10.75	\$19.42	\$0.00	\$75.38
	02/01/2022	\$45.68	\$10.75	\$19.42	\$0.00	\$75.85

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.20	\$10.75	\$18.97	\$0.00	\$49.92
2	60	\$24.24	\$10.75	\$18.97	\$0.00	\$53.96
3	70	\$28.28	\$10.75	\$18.97	\$0.00	\$58.00
4	80	\$32.32	\$10.75	\$18.97	\$0.00	\$62.04
5	90	\$36.36	\$10.75	\$18.97	\$0.00	\$66.08

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$10.75	\$18.97	\$0.00	\$50.18
2	60	\$24.55	\$10.75	\$18.97	\$0.00	\$54.27
3	70	\$28.64	\$10.75	\$18.97	\$0.00	\$58.36
4	80	\$32.73	\$10.75	\$18.97	\$0.00	\$62.45
5	90	\$36.82	\$10.75	\$18.97	\$0.00	\$66.54

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH
BRICKLAYERS LOCAL 3 - MARBLE & TILE

08/01/2018	\$52.95	\$10.75	\$20.66	\$0.00	\$84.36
02/01/2019	\$53.57	\$10.75	\$20.66	\$0.00	\$84.98
08/01/2019	\$54.92	\$10.75	\$20.80	\$0.00	\$86.47
02/01/2020	\$55.55	\$10.75	\$20.80	\$0.00	\$87.10
08/01/2020	\$56.90	\$10.75	\$20.95	\$0.00	\$88.60
02/01/2021	\$57.54	\$10.75	\$20.95	\$0.00	\$89.24
08/01/2021	\$58.94	\$10.75	\$21.11	\$0.00	\$90.80
02/01/2022	\$59.51	\$10.75	\$21.11	\$0.00	\$91.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.48	\$10.75	\$20.66	\$0.00	\$57.89
2	60	\$31.77	\$10.75	\$20.66	\$0.00	\$63.18
3	70	\$37.07	\$10.75	\$20.66	\$0.00	\$68.48
4	80	\$42.36	\$10.75	\$20.66	\$0.00	\$73.77
5	90	\$47.66	\$10.75	\$20.66	\$0.00	\$79.07

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.79	\$10.75	\$20.66	\$0.00	\$58.20
2	60	\$32.14	\$10.75	\$20.66	\$0.00	\$63.55
3	70	\$37.50	\$10.75	\$20.66	\$0.00	\$68.91
4	80	\$42.86	\$10.75	\$20.66	\$0.00	\$74.27
5	90	\$48.21	\$10.75	\$20.66	\$0.00	\$79.62

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	04/01/2018	\$37.17	\$9.90	\$18.50	\$0.00	\$65.57
	10/01/2018	\$38.02	\$9.90	\$18.50	\$0.00	\$66.42
	04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2
Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.44	\$9.90	\$5.31	\$0.00	\$35.65
2	65	\$24.16	\$9.90	\$15.13	\$0.00	\$49.19
3	75	\$27.88	\$9.90	\$16.10	\$0.00	\$53.88
4	85	\$31.59	\$9.90	\$17.06	\$0.00	\$58.55

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.91	\$9.90	\$5.31	\$0.00	\$36.12
2	65	\$24.71	\$9.90	\$15.13	\$0.00	\$49.74
3	75	\$28.52	\$9.90	\$16.10	\$0.00	\$54.52
4	85	\$32.32	\$9.90	\$17.06	\$0.00	\$59.28

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5
MORTAR MIXER
LABORERS - ZONE 2

06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)
OPERATING ENGINEERS LOCAL 4

06/01/2018	\$23.14	\$11.00	\$15.50	\$0.00	\$49.64
12/01/2018	\$23.71	\$11.00	\$15.50	\$0.00	\$50.21
06/01/2019	\$24.26	\$11.00	\$15.50	\$0.00	\$50.76
12/01/2019	\$24.83	\$11.00	\$15.50	\$0.00	\$51.33
06/01/2020	\$25.38	\$11.00	\$15.50	\$0.00	\$51.88
12/01/2020	\$25.95	\$11.00	\$15.50	\$0.00	\$52.45
06/01/2021	\$26.50	\$11.00	\$15.50	\$0.00	\$53.00
12/01/2021	\$27.08	\$11.00	\$15.50	\$0.00	\$53.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

06/01/2018	\$27.40	\$11.00	\$15.50	\$0.00	\$53.90
12/01/2018	\$28.07	\$11.00	\$15.50	\$0.00	\$54.57
06/01/2019	\$28.72	\$11.00	\$15.50	\$0.00	\$55.22
12/01/2019	\$29.39	\$11.00	\$15.50	\$0.00	\$55.89
06/01/2020	\$30.04	\$11.00	\$15.50	\$0.00	\$56.54
12/01/2020	\$30.72	\$11.00	\$15.50	\$0.00	\$57.22
06/01/2021	\$31.36	\$11.00	\$15.50	\$0.00	\$57.86
12/01/2021	\$32.04	\$11.00	\$15.50	\$0.00	\$58.54

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)	07/01/2018	\$50.01	\$8.15	\$20.15	\$0.00	\$78.31
PAINTERS LOCAL 35 - ZONE 2	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.01	\$8.15	\$0.00	\$0.00	\$33.16
2	55	\$27.51	\$8.15	\$5.34	\$0.00	\$41.00
3	60	\$30.01	\$8.15	\$5.82	\$0.00	\$43.98
4	65	\$32.51	\$8.15	\$6.31	\$0.00	\$46.97
5	70	\$35.01	\$8.15	\$17.24	\$0.00	\$60.40
6	75	\$37.51	\$8.15	\$17.73	\$0.00	\$63.39
7	80	\$40.01	\$8.15	\$18.21	\$0.00	\$66.37
8	90	\$45.01	\$8.15	\$19.18	\$0.00	\$72.34

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2018	\$40.91	\$8.15	\$20.15	\$0.00	\$69.21
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2019	\$41.26	\$8.15	\$20.85	\$0.00	\$70.26
	07/01/2019	\$42.36	\$8.15	\$20.85	\$0.00	\$71.36
	01/01/2020	\$43.46	\$8.15	\$20.85	\$0.00	\$72.46
	07/01/2020	\$44.56	\$8.15	\$20.85	\$0.00	\$73.56
	01/01/2021	\$45.66	\$8.15	\$20.85	\$0.00	\$74.66

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$8.15	\$0.00	\$0.00	\$28.61
2	55	\$22.50	\$8.15	\$5.34	\$0.00	\$35.99
3	60	\$24.55	\$8.15	\$5.82	\$0.00	\$38.52
4	65	\$26.59	\$8.15	\$6.31	\$0.00	\$41.05
5	70	\$28.64	\$8.15	\$17.24	\$0.00	\$54.03
6	75	\$30.68	\$8.15	\$17.73	\$0.00	\$56.56
7	80	\$32.73	\$8.15	\$18.21	\$0.00	\$59.09
8	90	\$36.82	\$8.15	\$19.18	\$0.00	\$64.15

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.63	\$8.15	\$0.00	\$0.00	\$28.78
2	55	\$22.69	\$8.15	\$5.64	\$0.00	\$36.48
3	60	\$24.76	\$8.15	\$6.15	\$0.00	\$39.06
4	65	\$26.82	\$8.15	\$6.66	\$0.00	\$41.63
5	70	\$28.88	\$8.15	\$17.78	\$0.00	\$54.81
6	75	\$30.95	\$8.15	\$18.29	\$0.00	\$57.39
7	80	\$33.01	\$8.15	\$18.80	\$0.00	\$59.96
8	90	\$37.13	\$8.15	\$19.83	\$0.00	\$65.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2018	\$38.97	\$8.15	\$20.15	\$0.00	\$67.27
PAINTERS LOCAL 35 - ZONE 2	01/01/2019	\$39.32	\$8.15	\$20.85	\$0.00	\$68.32
	07/01/2019	\$40.42	\$8.15	\$20.85	\$0.00	\$69.42
	01/01/2020	\$41.52	\$8.15	\$20.85	\$0.00	\$70.52
	07/01/2020	\$42.62	\$8.15	\$20.85	\$0.00	\$71.62
	01/01/2021	\$43.72	\$8.15	\$20.85	\$0.00	\$72.72

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint
Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.49	\$8.15	\$0.00	\$0.00	\$27.64
2	55	\$21.43	\$8.15	\$5.34	\$0.00	\$34.92
3	60	\$23.38	\$8.15	\$5.82	\$0.00	\$37.35
4	65	\$25.33	\$8.15	\$6.31	\$0.00	\$39.79
5	70	\$27.28	\$8.15	\$17.24	\$0.00	\$52.67
6	75	\$29.23	\$8.15	\$17.73	\$0.00	\$55.11
7	80	\$31.18	\$8.15	\$18.21	\$0.00	\$57.54
8	90	\$35.07	\$8.15	\$19.18	\$0.00	\$62.40

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.66	\$8.15	\$0.00	\$0.00	\$27.81
2	55	\$21.63	\$8.15	\$5.64	\$0.00	\$35.42
3	60	\$23.59	\$8.15	\$6.15	\$0.00	\$37.89
4	65	\$25.56	\$8.15	\$6.66	\$0.00	\$40.37
5	70	\$27.52	\$8.15	\$17.78	\$0.00	\$53.45
6	75	\$29.49	\$8.15	\$18.29	\$0.00	\$55.93
7	80	\$31.46	\$8.15	\$18.80	\$0.00	\$58.41
8	90	\$35.39	\$8.15	\$19.83	\$0.00	\$63.37

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1
PAINTER (TRAFFIC MARKINGS)
LABORERS - ZONE 2

06/01/2018	\$33.25	\$7.70	\$14.02	\$0.00	\$54.97
12/01/2018	\$34.09	\$7.70	\$14.02	\$0.00	\$55.81
06/01/2019	\$34.96	\$7.70	\$14.02	\$0.00	\$56.68
12/01/2019	\$35.82	\$7.70	\$14.02	\$0.00	\$57.54
06/01/2020	\$36.71	\$7.70	\$14.02	\$0.00	\$58.43
12/01/2020	\$37.60	\$7.70	\$14.02	\$0.00	\$59.32
06/01/2021	\$38.52	\$7.70	\$14.02	\$0.00	\$60.24
12/01/2021	\$39.43	\$7.70	\$14.02	\$0.00	\$61.15

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*

07/01/2018	\$39.51	\$8.15	\$20.15	\$0.00	\$67.81
01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
01/01/2021	\$44.25	\$8.15	\$20.85	\$0.00	\$73.25

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.76	\$8.15	\$0.00	\$0.00	\$27.91
2	55	\$21.73	\$8.15	\$5.34	\$0.00	\$35.22
3	60	\$23.71	\$8.15	\$5.82	\$0.00	\$37.68
4	65	\$25.68	\$8.15	\$6.31	\$0.00	\$40.14
5	70	\$27.66	\$8.15	\$17.24	\$0.00	\$53.05
6	75	\$29.63	\$8.15	\$17.73	\$0.00	\$55.51
7	80	\$31.61	\$8.15	\$18.21	\$0.00	\$57.97
8	90	\$35.56	\$8.15	\$19.18	\$0.00	\$62.89

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2018	\$37.57	\$8.15	\$20.15	\$0.00	\$65.87
PAINTERS LOCAL 35 - ZONE 2	01/01/2019	\$37.92	\$8.15	\$20.85	\$0.00	\$66.92
	07/01/2019	\$39.02	\$8.15	\$20.85	\$0.00	\$68.02
	01/01/2020	\$40.12	\$8.15	\$20.85	\$0.00	\$69.12
	07/01/2020	\$41.22	\$8.15	\$20.85	\$0.00	\$70.22
	01/01/2021	\$42.32	\$8.15	\$20.85	\$0.00	\$71.32

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.79	\$8.15	\$0.00	\$0.00	\$26.94
2	55	\$20.66	\$8.15	\$5.34	\$0.00	\$34.15
3	60	\$22.54	\$8.15	\$5.82	\$0.00	\$36.51
4	65	\$24.42	\$8.15	\$6.31	\$0.00	\$38.88
5	70	\$26.30	\$8.15	\$17.24	\$0.00	\$51.69
6	75	\$28.18	\$8.15	\$17.73	\$0.00	\$54.06
7	80	\$30.06	\$8.15	\$18.21	\$0.00	\$56.42
8	90	\$33.81	\$8.15	\$19.18	\$0.00	\$61.14

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.96	\$8.15	\$0.00	\$0.00	\$27.11
2	55	\$20.86	\$8.15	\$5.64	\$0.00	\$34.65
3	60	\$22.75	\$8.15	\$6.15	\$0.00	\$37.05
4	65	\$24.65	\$8.15	\$6.66	\$0.00	\$39.46
5	70	\$26.54	\$8.15	\$17.78	\$0.00	\$52.47
6	75	\$28.44	\$8.15	\$18.29	\$0.00	\$54.88
7	80	\$30.34	\$8.15	\$18.80	\$0.00	\$57.29
8	90	\$34.13	\$8.15	\$19.83	\$0.00	\$62.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.29	\$9.90	\$21.15	\$0.00	\$54.34
2	60	\$27.94	\$9.90	\$21.15	\$0.00	\$58.99
3	70	\$32.60	\$9.90	\$21.15	\$0.00	\$63.65
4	75	\$34.93	\$9.90	\$21.15	\$0.00	\$65.98
5	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
6	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
7	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96
8	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.47	\$9.90	\$21.15	\$0.00	\$55.52
2	60	\$29.36	\$9.90	\$21.15	\$0.00	\$60.41
3	70	\$34.26	\$9.90	\$21.15	\$0.00	\$65.31
4	75	\$36.71	\$9.90	\$21.15	\$0.00	\$67.76
5	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
6	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
7	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10
8	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
PIPEFITTERS LOCAL 537	09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
	09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PIPEFITTER - Local 537

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.18	\$9.95	\$7.75	\$0.00	\$38.88
2	45	\$23.82	\$9.95	\$18.74	\$0.00	\$52.51
3	60	\$31.76	\$9.95	\$18.74	\$0.00	\$60.45
4	70	\$37.06	\$9.95	\$18.74	\$0.00	\$65.75
5	80	\$42.35	\$9.95	\$18.74	\$0.00	\$71.04

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.78	\$9.95	\$7.75	\$0.00	\$39.48
2	45	\$24.50	\$9.95	\$18.74	\$0.00	\$53.19
3	60	\$32.66	\$9.95	\$18.74	\$0.00	\$61.35
4	70	\$38.11	\$9.95	\$18.74	\$0.00	\$66.80
5	80	\$43.55	\$9.95	\$18.74	\$0.00	\$72.24

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

PIPELAYER
LABORERS - ZONE 2

06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS
PLUMBERS & GASFITTERS LOCAL 12

09/01/2018	\$55.69	\$11.82	\$16.01	\$0.00	\$83.52
03/01/2019	\$57.19	\$11.82	\$16.01	\$0.00	\$85.02
09/01/2019	\$58.69	\$11.82	\$16.01	\$0.00	\$86.52
03/01/2020	\$60.19	\$11.82	\$16.01	\$0.00	\$88.02
09/01/2020	\$61.69	\$11.82	\$16.01	\$0.00	\$89.52
03/01/2021	\$63.19	\$11.82	\$16.01	\$0.00	\$91.02

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.49	\$11.82	\$5.81	\$0.00	\$37.12
2	40	\$22.28	\$11.82	\$6.59	\$0.00	\$40.69
3	55	\$30.63	\$11.82	\$8.98	\$0.00	\$51.43
4	65	\$36.20	\$11.82	\$10.53	\$0.00	\$58.55
5	75	\$41.77	\$11.82	\$12.13	\$0.00	\$65.72

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.02	\$11.82	\$5.81	\$0.00	\$37.65
2	40	\$22.88	\$11.82	\$6.59	\$0.00	\$41.29
3	55	\$31.45	\$11.82	\$8.98	\$0.00	\$52.25
4	65	\$37.17	\$11.82	\$10.53	\$0.00	\$59.52
5	75	\$42.89	\$11.82	\$12.13	\$0.00	\$66.84

Notes:

**** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$62.12, Step5 with lic\$69.27**

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
<i>PIPEFITTERS LOCAL 537</i>	09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
	09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
<i>LABORERS - ZONE 2</i>	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER	06/01/2018	\$34.25	\$7.70	\$14.02	\$0.00	\$55.97
<i>LABORERS - ZONE 2</i>	12/01/2018	\$35.09	\$7.70	\$14.02	\$0.00	\$56.81
	06/01/2019	\$35.96	\$7.70	\$14.02	\$0.00	\$57.68
	12/01/2019	\$36.82	\$7.70	\$14.02	\$0.00	\$58.54
	06/01/2020	\$37.71	\$7.70	\$14.02	\$0.00	\$59.43
	12/01/2020	\$38.60	\$7.70	\$14.02	\$0.00	\$60.32
	06/01/2021	\$39.52	\$7.70	\$14.02	\$0.00	\$61.24
	12/01/2021	\$40.43	\$7.70	\$14.02	\$0.00	\$62.15

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
	12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
	06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
	12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
	06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
	12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
	06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
	12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
	12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
	06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
	12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
	06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
	12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
	06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
	12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$31.90	\$11.00	\$15.50	\$0.00	\$58.40
	12/01/2018	\$32.68	\$11.00	\$15.50	\$0.00	\$59.18
	06/01/2019	\$33.43	\$11.00	\$15.50	\$0.00	\$59.93
	12/01/2019	\$34.22	\$11.00	\$15.50	\$0.00	\$60.72
	06/01/2020	\$34.97	\$11.00	\$15.50	\$0.00	\$61.47
	12/01/2020	\$35.75	\$11.00	\$15.50	\$0.00	\$62.25
	06/01/2021	\$36.50	\$11.00	\$15.50	\$0.00	\$63.00
	12/01/2021	\$37.29	\$11.00	\$15.50	\$0.00	\$63.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) ROOFERS LOCAL 33	08/01/2018	\$42.36	\$11.35	\$15.90	\$0.00	\$69.61
	02/01/2019	\$43.51	\$11.35	\$15.90	\$0.00	\$70.76

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$11.35	\$3.69	\$0.00	\$36.22
2	60	\$25.42	\$11.35	\$15.90	\$0.00	\$52.67
3	65	\$27.53	\$11.35	\$15.90	\$0.00	\$54.78
4	75	\$31.77	\$11.35	\$15.90	\$0.00	\$59.02
5	85	\$36.01	\$11.35	\$15.90	\$0.00	\$63.26

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.76	\$11.35	\$3.69	\$0.00	\$36.80
2	60	\$26.11	\$11.35	\$15.90	\$0.00	\$53.36
3	65	\$28.28	\$11.35	\$15.90	\$0.00	\$55.53
4	75	\$32.63	\$11.35	\$15.90	\$0.00	\$59.88
5	85	\$36.98	\$11.35	\$15.90	\$0.00	\$64.23

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	08/01/2018	\$42.61	\$11.35	\$15.90	\$0.00	\$69.86
	02/01/2019	\$43.76	\$11.35	\$15.90	\$0.00	\$71.01
For apprentice rates see "Apprentice- ROOFER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.64	\$12.20	\$5.61	\$0.00	\$35.45
2	40	\$17.64	\$12.20	\$5.61	\$0.00	\$35.45
3	45	\$19.85	\$12.20	\$10.85	\$1.29	\$44.19
4	45	\$19.85	\$12.20	\$10.85	\$1.29	\$44.19
5	50	\$22.06	\$12.20	\$11.80	\$1.38	\$47.44
6	50	\$22.06	\$12.20	\$12.05	\$1.39	\$47.70
7	60	\$26.47	\$12.20	\$13.70	\$1.57	\$53.94
8	65	\$28.67	\$12.20	\$14.65	\$1.67	\$57.19
9	75	\$33.08	\$12.20	\$16.56	\$1.86	\$63.70
10	85	\$37.49	\$12.20	\$17.96	\$2.03	\$69.68

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR PAINTERS LOCAL 35 - ZONE 2	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	03/01/2018	\$57.78	\$9.12	\$18.15	\$0.00	\$85.05
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	10/01/2018	\$58.53	\$9.12	\$18.90	\$0.00	\$86.55
	01/01/2019	\$57.98	\$9.47	\$19.10	\$0.00	\$86.55
	03/01/2019	\$59.48	\$9.47	\$19.10	\$0.00	\$88.05
	10/01/2019	\$60.98	\$9.47	\$19.10	\$0.00	\$89.55
	03/01/2020	\$62.48	\$9.47	\$19.10	\$0.00	\$91.05
	10/01/2020	\$63.98	\$9.47	\$19.10	\$0.00	\$92.55
	03/01/2021	\$65.48	\$9.47	\$19.10	\$0.00	\$94.05

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.22	\$9.12	\$8.90	\$0.00	\$38.24
2	40	\$23.11	\$9.12	\$8.90	\$0.00	\$41.13
3	45	\$26.00	\$9.12	\$8.90	\$0.00	\$44.02
4	50	\$28.89	\$9.12	\$8.90	\$0.00	\$46.91
5	55	\$31.78	\$9.12	\$8.90	\$0.00	\$49.80
6	60	\$34.67	\$9.12	\$10.40	\$0.00	\$54.19
7	65	\$37.56	\$9.12	\$10.40	\$0.00	\$57.08
8	70	\$40.45	\$9.12	\$10.40	\$0.00	\$59.97
9	75	\$43.34	\$9.12	\$10.40	\$0.00	\$62.86
10	80	\$46.22	\$9.12	\$10.40	\$0.00	\$65.74

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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	\$46.82	\$9.12	\$10.40	\$0.00	\$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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2018	\$37.97	\$13.00	\$16.35	\$0.00	\$67.32
	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.19	\$13.00	\$0.46	\$0.00	\$28.65
2	40	\$15.19	\$13.00	\$0.46	\$0.00	\$28.65
3	45	\$17.09	\$13.00	\$13.06	\$0.00	\$43.15
4	45	\$17.09	\$13.00	\$13.06	\$0.00	\$43.15
5	50	\$18.99	\$13.00	\$13.37	\$0.00	\$45.36
6	55	\$20.88	\$13.00	\$13.67	\$0.00	\$47.55
7	60	\$22.78	\$13.00	\$13.96	\$0.00	\$49.74
8	65	\$24.68	\$13.00	\$14.26	\$0.00	\$51.94
9	70	\$26.58	\$13.00	\$14.56	\$0.00	\$54.14
10	75	\$28.48	\$13.00	\$14.85	\$0.00	\$56.33

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
2	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
3	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
4	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
5	50	\$19.17	\$13.00	\$13.73	\$0.00	\$45.90
6	55	\$21.08	\$13.00	\$14.03	\$0.00	\$48.11
7	60	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
8	65	\$24.91	\$13.00	\$14.66	\$0.00	\$52.57
9	70	\$26.83	\$13.00	\$14.96	\$0.00	\$54.79
10	75	\$28.75	\$13.00	\$15.27	\$0.00	\$57.02

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	08/01/2018	\$51.85	\$10.75	\$20.66	\$0.00	\$83.26
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2019	\$52.49	\$10.75	\$20.66	\$0.00	\$83.90
	08/01/2019	\$53.84	\$10.75	\$20.80	\$0.00	\$85.39
	02/01/2020	\$54.48	\$10.75	\$20.80	\$0.00	\$86.03
	08/01/2020	\$55.83	\$10.75	\$20.95	\$0.00	\$87.53
	02/01/2021	\$56.47	\$10.75	\$20.95	\$0.00	\$88.17
	08/01/2021	\$57.87	\$10.75	\$21.11	\$0.00	\$89.73
	02/01/2022	\$58.46	\$10.75	\$21.11	\$0.00	\$90.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.93	\$10.75	\$20.03	\$0.00	\$56.71
2	60	\$31.11	\$10.75	\$20.03	\$0.00	\$61.89
3	70	\$36.30	\$10.75	\$20.03	\$0.00	\$67.08
4	80	\$41.48	\$10.75	\$20.03	\$0.00	\$72.26
5	90	\$46.67	\$10.75	\$20.03	\$0.00	\$77.45

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.25	\$10.75	\$20.03	\$0.00	\$57.03
2	60	\$31.49	\$10.75	\$20.03	\$0.00	\$62.27
3	70	\$36.74	\$10.75	\$20.03	\$0.00	\$67.52
4	80	\$41.99	\$10.75	\$20.03	\$0.00	\$72.77
5	90	\$47.24	\$10.75	\$20.03	\$0.00	\$78.02

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	06/01/2018	\$39.35	\$7.70	\$15.40	\$0.00	\$62.45
<i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$40.30	\$7.70	\$15.40	\$0.00	\$63.40
	06/01/2019	\$41.30	\$7.70	\$15.40	\$0.00	\$64.40
	12/01/2019	\$42.30	\$7.70	\$15.40	\$0.00	\$65.40
	06/01/2020	\$43.29	\$7.70	\$15.40	\$0.00	\$66.39
	12/01/2020	\$44.27	\$7.70	\$15.40	\$0.00	\$67.37
	06/01/2021	\$45.29	\$7.70	\$15.40	\$0.00	\$68.39
	12/01/2021	\$46.30	\$7.70	\$15.40	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	06/01/2018	\$38.07	\$7.70	\$15.40	\$0.00	\$61.17
<i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$39.02	\$7.70	\$15.40	\$0.00	\$62.12
	06/01/2019	\$40.02	\$7.70	\$15.40	\$0.00	\$63.12
	12/01/2019	\$41.02	\$7.70	\$15.40	\$0.00	\$64.12
	06/01/2020	\$42.01	\$7.70	\$15.40	\$0.00	\$65.11
	12/01/2020	\$42.99	\$7.70	\$15.40	\$0.00	\$66.09
	06/01/2021	\$44.01	\$7.70	\$15.40	\$0.00	\$67.11
	12/01/2021	\$45.02	\$7.70	\$15.40	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2018	\$37.95	\$7.70	\$15.40	\$0.00	\$61.05
	12/01/2018	\$38.90	\$7.70	\$15.40	\$0.00	\$62.00
	06/01/2019	\$39.90	\$7.70	\$15.40	\$0.00	\$63.00
	12/01/2019	\$40.90	\$7.70	\$15.40	\$0.00	\$64.00
	06/01/2020	\$41.89	\$7.70	\$15.40	\$0.00	\$64.99
	12/01/2020	\$42.87	\$7.70	\$15.40	\$0.00	\$65.97
	06/01/2021	\$43.89	\$7.70	\$15.40	\$0.00	\$66.99
	12/01/2021	\$44.90	\$7.70	\$15.40	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$46.61	\$11.00	\$15.50	\$0.00	\$73.11
	12/01/2018	\$47.75	\$11.00	\$15.50	\$0.00	\$74.25
	06/01/2019	\$48.84	\$11.00	\$15.50	\$0.00	\$75.34
	12/01/2019	\$49.98	\$11.00	\$15.50	\$0.00	\$76.48
	06/01/2020	\$51.06	\$11.00	\$15.50	\$0.00	\$77.56
	12/01/2020	\$52.20	\$11.00	\$15.50	\$0.00	\$78.70
	06/01/2021	\$53.29	\$11.00	\$15.50	\$0.00	\$79.79
	12/01/2021	\$54.43	\$11.00	\$15.50	\$0.00	\$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2018	\$50.23	\$7.70	\$15.80	\$0.00	\$73.73
	12/01/2018	\$51.18	\$7.70	\$15.80	\$0.00	\$74.68
	06/01/2019	\$52.18	\$7.70	\$15.80	\$0.00	\$75.68
	12/01/2019	\$53.18	\$7.70	\$15.80	\$0.00	\$76.68
	06/01/2020	\$54.17	\$7.70	\$15.80	\$0.00	\$77.67
	12/01/2020	\$55.15	\$7.70	\$15.80	\$0.00	\$78.65
	06/01/2021	\$56.17	\$7.70	\$15.80	\$0.00	\$79.67
	12/01/2021	\$57.18	\$7.70	\$15.80	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2018	\$52.23	\$7.70	\$15.80	\$0.00	\$75.73
	12/01/2018	\$53.18	\$7.70	\$15.80	\$0.00	\$76.68
	06/01/2019	\$54.18	\$7.70	\$15.80	\$0.00	\$77.68
	12/01/2019	\$55.18	\$7.70	\$15.80	\$0.00	\$78.68
	06/01/2020	\$56.17	\$7.70	\$15.80	\$0.00	\$79.67
	12/01/2020	\$57.15	\$7.70	\$15.80	\$0.00	\$80.65
	06/01/2021	\$58.17	\$7.70	\$15.80	\$0.00	\$81.67
	12/01/2021	\$59.18	\$7.70	\$15.80	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2018	\$42.30	\$7.70	\$15.80	\$0.00	\$65.80
	12/01/2018	\$43.25	\$7.70	\$15.80	\$0.00	\$66.75
	06/01/2019	\$44.25	\$7.70	\$15.80	\$0.00	\$67.75
	12/01/2019	\$45.25	\$7.70	\$15.80	\$0.00	\$68.75
	06/01/2020	\$46.24	\$7.70	\$15.80	\$0.00	\$69.74
	12/01/2020	\$47.22	\$7.70	\$15.80	\$0.00	\$70.72
	06/01/2021	\$48.24	\$7.70	\$15.80	\$0.00	\$71.74
	12/01/2021	\$49.25	\$7.70	\$15.80	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2018	\$44.30	\$7.70	\$15.80	\$0.00	\$67.80
	12/01/2018	\$45.25	\$7.70	\$15.80	\$0.00	\$68.75
	06/01/2019	\$46.25	\$7.70	\$15.80	\$0.00	\$69.75
	12/01/2019	\$47.25	\$7.70	\$15.80	\$0.00	\$70.75
	06/01/2020	\$48.24	\$7.70	\$15.80	\$0.00	\$71.74
	12/01/2020	\$49.22	\$7.70	\$15.80	\$0.00	\$72.72
	06/01/2021	\$50.24	\$7.70	\$15.80	\$0.00	\$73.74
	12/01/2021	\$51.25	\$7.70	\$15.80	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2018	\$33.50	\$7.70	\$14.02	\$0.00	\$55.22
	12/01/2018	\$34.34	\$7.70	\$14.02	\$0.00	\$56.06
	06/01/2019	\$35.21	\$7.70	\$14.02	\$0.00	\$56.93
	12/01/2019	\$36.07	\$7.70	\$14.02	\$0.00	\$57.79
	06/01/2020	\$36.96	\$7.70	\$14.02	\$0.00	\$58.68
	12/01/2020	\$37.85	\$7.70	\$14.02	\$0.00	\$59.57
	06/01/2021	\$38.77	\$7.70	\$14.02	\$0.00	\$60.49
	12/01/2021	\$39.68	\$7.70	\$14.02	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2018	\$47.08	\$11.00	\$15.50	\$0.00	\$73.58
	12/01/2018	\$48.23	\$11.00	\$15.50	\$0.00	\$74.73
	06/01/2019	\$49.33	\$11.00	\$15.50	\$0.00	\$75.83
	12/01/2019	\$50.48	\$11.00	\$15.50	\$0.00	\$76.98
	06/01/2020	\$51.58	\$11.00	\$15.50	\$0.00	\$78.08
	12/01/2020	\$52.73	\$11.00	\$15.50	\$0.00	\$79.23
	06/01/2021	\$53.83	\$11.00	\$15.50	\$0.00	\$80.33
	12/01/2021	\$54.98	\$11.00	\$15.50	\$0.00	\$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2018	\$55.69	\$11.82	\$16.01	\$0.00	\$83.52
	03/01/2019	\$57.19	\$11.82	\$16.01	\$0.00	\$85.02
	09/01/2019	\$58.69	\$11.82	\$16.01	\$0.00	\$86.52
	03/01/2020	\$60.19	\$11.82	\$16.01	\$0.00	\$88.02
	09/01/2020	\$61.69	\$11.82	\$16.01	\$0.00	\$89.52
	03/01/2021	\$63.19	\$11.82	\$16.01	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 09/03/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/05/2018	\$29.98	\$4.70	\$3.15	\$0.00	\$37.83
	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	05/05/2018	\$28.22	\$4.70	\$3.10	\$0.00	\$36.02
	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/05/2018	\$28.22	\$4.70	\$3.10	\$0.00	\$36.02
	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TREE TRIMMER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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SECTION 01010

SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. The Work of this Contract is located in the Town of Natick, MA, at the Springvale Water Treatment Plant, 1080 Worcester Road, and 4M Wastewater Pump Station on Worcester Road.
2. In order for Natick to meet water demands, the Owner must approve shut down of power to the Springvale water treatment plants. The two (2) Springvale plants are the major water supplies for Natick.
3. The work at Springvale site shall include, but shall not necessarily be limited to, providing all labor, materials, equipment and incidentals required to provide the following:
 - a. Furnishing and installation of a wall-mounted emergency power transfer switch in the garage to replace the existing transfer switch in the electrical switch gear.
 - b. Provide all required conduit and conductors.
 - c. Provide start up and testing services.
 - d. Provide temporary generator, where necessary, to maintain site power within the restrictions listed below.
4. To allow Natick to meet the seasonal water demands, the Springvale site power downtime must be kept to a minimum.
 - a. Contractor shall provide temporary power generator if the work cannot stay within the restrictions. All associated costs shall be included in the Contract Bid.
 - b. See Contract drawing for allowable power downtime.
5. The work at the 4M wastewater pump station shall include, but shall not necessarily be limited to, providing all labor, materials, equipment and incidentals required to provide the following:
 - a. Furnishing and installing new natural gas powered emergency power engine generator.
 - b. Removing and disposing of the existing one hundred (100) KW natural gas emergency power engine generator and associated gas piping, water piping, exhaust, concrete pad and electrical conduits and conductors.
 - c. Providing new generator concrete pad, electrical conduits and conductors, and natural gas piping.
 - d. Providing new pump station window and motor for existing operated louver.
 - e. Provide electrical equipment and startup and training services.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Proposed Contract Price for the contract work in the Bid Form includes the furnishing of all labor, materials, equipment and incidentals that are required by the Contractor to replace the Springvale emergency power transfer switch and 4M Generator as specified in the Contract Specifications and/or shown on the Contract Drawings.
- B. Payment will be made by the Owner based upon the approved schedule of values.

END OF SECTION

SECTION 01026

SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide a detailed breakdown of the lump sum Contract items showing values allocated to each of the various parts of the Work, 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. Schedule of values is required under Paragraph 2.6 and 14.1 of the General Conditions.
 - 3. Schedule of values is required to be compatible with the "continuation sheet" accompanying applications for payment, as described in Section 01027.

1.2 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so requested by the Engineer, provide copies of the subcontracts or other data acceptable to the Engineer, substantiating the sums described.
- 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. Prior to first application for payment, submit a proposed schedule of values to the Engineer.
 - 1. Meet with the Engineer and determine additional data, if any, required to be submitted.
 - 2. Secure the Engineer's approval of the schedule of values prior to submitting first application for payment.

END OF SECTION

SECTION 01027

APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Contractor shall comply with procedures described in this Section when applying for progress payment and final payment under the Contract.
- 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 Contract Sum and the schedule for payments are described in the Form of Agreement.
 - 3. Payments upon Substantial Completion and Completion of the Work are described in the General Conditions.

1.2 QUALITY ASSURANCE

- A. Prior to start of construction, Contractor shall secure Engineer's approval of the schedule of values required to be submitted under Paragraph 2.05.3 of the General Conditions, and further described in Section 01026 of these specifications.
- B. During progress of the Work, Contractor shall modify the schedule of values as approved by Engineer to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.
- C. Contractor shall base requests for payment on the approved schedule of values.
- D. 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. Informal submittal: Unless otherwise directed by Engineer.
 - 1. Contractor shall make an informal submittal of request for payment by filling in, with erasable pencil, pertinent portions of AIA Document G702, "Application and Certificate for Payment," plus continuation sheet or sheets.
 - 2. Contractor shall make this preliminary submittal to Engineer at the end of each month.

3. Contractor shall revise the informal submittal of request for payment as agreed, between both parties, initialing all copies.
- B. Formal submittal: Unless otherwise directed by Engineer:
1. Contractor shall make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on AIA Document G702, "Application and Certificate for Payment," plus continuation sheet or sheets.
 2. Contractor shall sign and notarize the Application and Certificate for payment.
 3. Contractor shall submit the original of the Application and Certificate for Payment, plus eight (8) identical copies of the continuation sheet or sheets, to Engineer.
 4. Engineer shall compare the formal submittal with the approved informal submittal and, when approved, shall sign the Application and Certificate of Payment, shall make required copies, and shall distribute:
 - a. Two (2) copies to Contractor;
 - b. Three (3) copies to Owner; and
 - c. Two (2) copies to Engineer's file.

END OF SECTION

SECTION 01036

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.

END OF SECTION

SECTION 01092

ABBREVIATIONS

PART 1 - ABBREVIATIONS AND NAMES

1.1 DESCRIPTION

- A. The following abbreviations may be in the Contract Documents and represent the organizations named. The names are believed to be correct as of the date of the Contract Documents.

AA	- Aluminum Association
AAN	- American Association of Nurserymen
AASHTO	- American Association of State Highway and Transportation Officials
ACI	- American Concrete Institute
AGA	- American Gas Association
AHDGA	- American Hot Dip Galvanizers Association
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
ASTM	- American Society of Testing and Materials
AWPA	- American Wood Preservers Association
AWS	- American Welding Society
AWWA	- American Water Works Association
CRSI	- Concrete Reinforcing Steel Institute
DEP	- Massachusetts Department of Environmental Protection
DIPRA	- Ductile Iron Pipe Research Association
EPA	- Federal Environmental Protection Agency
FM	- Factory Mutual System
Fed. Spec.	- Federal Specification
HI	- Hydraulic Institute
IEEE	- Institute of Electrical and Electronics Engineers
MIA	- Masonry Institute of America
MMR	- Massachusetts Military Reservation
MSS	- Manufacturers Standardization Society of the Valve and Fitting Industry

NAAMM	- National Association of Architectural Metal Manufacturers
NAPF	- National Association of Pipe Fabricators
NEC	- National Electrical Code
NEMA	- National Electrical Manufacturers Association
NFPA	- National Fire Protection Association
NSF	- National Sanitation Foundation
OSHA	- Occupational Safety and Health Administration
PCA	- Portland Cement Association
PCI	- Prestressed Concrete Institute
PI	- Plastic Pipe Institute
PS	- Product Standard of the National Bureau of Standards
R&RC	- Massachusetts National Guard Environmental and Readiness Center
SMACNA	- Sheet Metal and Air Conditioning Contractors National Association
SPI	- Society of the Plastics Industry
SSPC	- Steel Structures Painting Council
TCI	- Tile Council of America
TPI	- Truss Plate Institute
UL	- Underwriters Laboratories

- B. Where reference is made to a standard issued by one of the above-mentioned organizations it is understood that the revisions thereof in effect at the time of bidding shall apply.

END OF SECTION

SECTION 01200

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 Contractor to attend and participate in project meetings, Contractor shall provide required authority to commit Contractor to solutions agreed upon in the project meetings.
- 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 SUBMITTALS

- A. Agenda items:
 - 1. Engineer shall prepare a general agenda for the meetings and shall submit the same to Contractor prior to or at the meeting.
 - 2. To the maximum extent practicable, Contractor shall advise Engineer at least twenty-four (24) hours in advance of project meetings regarding items to be added to the agenda.
- B. Minutes:
 - 1. Engineer will compile minutes of each project meeting, and will furnish three copies to Contractor and required copies to 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.
- B. Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.2 MEETING LOCATION

- A. Engineer shall establish meeting location. To the maximum extent practicable, meetings shall be held at job site.

3.3 PRE-CONSTRUCTION MEETING

- A. Pre-construction Meeting shall be scheduled to be held within fifteen (15) working days after the Owner has issued the Notice to Proceed.
 - 1. Provide attendance by authorized representatives of Contractor and major subcontractors.
 - 2. Engineer shall advise other interested parties, including 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, Contractor shall assign the same person or persons to represent 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.

END OF SECTION

SECTION 01310

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.

END OF SECTION

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. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to General Conditions (Par. 6.24 thru 6.28), Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.
- C. Work not included:
 - 1. Unrequired submittals will not be reviewed by Engineer.
 - 2. Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between Contractor and his subcontractors and shall not be reviewed by Engineer unless specifically called for within the Contract Documents.

1.2 QUALITY ASSURANCE

- A. Coordination of submittals:
 - 1. Prior to each submittal, Contractor shall carefully review and coordinate all aspects of each item being submitted.
 - 2. Contractor shall verify that each item and the submittal for its conformity in all respects with the specified requirements.
 - 3. By affixing its signature to each submittal, Contractor shall 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 shall be considered only when they meet those standards of quality.
 - 3. Contractor shall not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by Engineer.
- C. "Or equal":
 - 1. Where the phrase "or equal," or "or equal as approved by the Engineer", occurs in the Contract Documents see Par. 6.7.1 of the General Conditions.

2. The decision of Engineer shall be final.
- D. 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. 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.
- B. Types of prints required:
 1. Submit Shop Drawings in the form of six blackline prints of each sheet.
 2. Blueprints will not be acceptable.
- C. 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 not pertinent to the submittal, Contractor shall clearly indicate which portion of the contents is being submitted for review.
- B. Contractor shall submit required six (6) copies which are required to be returned of which two (2) copies will be retained by the engineer.

2.3 SAMPLES

- A. Contractor shall provide sample or samples identical to the precise article proposed to be provided. Contractor shall identify as described under "Identification of submittals" below.
- B. Number of Samples required:
 1. Unless otherwise specified, Contractor shall submit samples in the quantity which is required to be returned, plus one which will be retained by 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 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 Engineer for selection.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Contractor shall consecutively number all submittals.
 - 1. When material is submitted for any reason, Contractor shall transmit under a new letter of transmittal and with a new transmittal number.
 - 2. On resubmittals, Contractor shall cite the original submittal number and date for reference.
- B. Contractor shall 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, Contractor shall show the submittal number in which the item was included.
- D. Contractor shall maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Contractor shall, upon the request of Engineer, make the submittal log available to Engineer for his review upon request.

3.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, Contractor shall 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. Contractor shall make submittals far enough in advanced of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
- B. In scheduling, Contractor shall allow at least twenty (20) working days for review by Engineer following his receipt of the submittal.

3.4 ENGINEER'S REVIEW

- A. Review by Engineer does not relieve Contractor from responsibility for errors which may exist in the submitted data.
- B. REVISIONS:
 - 1. Contractor shall make revisions required by Engineer.
 - 2. If Contractor considers any required revision to be a change, he shall so notify Engineer as provided for in Paragraph 10.05 of the General Conditions.

3. Contractor shall make only those revisions directed or approved by Engineer.
4. Contractor shall revise previous submittal drawings or data and resubmit them, as specified for the initial submittal.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Contractor shall provide temporary facilities and controls needed for the Work including, but not necessarily limited to:
 - 1. Enclosures such as tarpaulins, barricades, and canopies;
 - 2. Temporary sanitary facilities at the 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 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.

2.2 TEMPORARY SANITARY FACILITIES

- A. Shall mean temporary self contained sanitary facility.

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.

END OF SECTION

SECTION 01505

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 16 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Contractor shall 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. 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. Contractor shall comply with pertinent provisions of Section 01610

PART 2 - PRODUCTS -Not Used

PART 3 - EXECUTION

3.1 STORAGE AREA

- A. The Owner will make the treatment plant site available for storage of materials provided the materials do not impair the normal operation of the treatment plant.

3.2 EQUIPMENT

- A. 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. Contractor shall properly maintain the project and storage area during the life of the Contract. Upon completion of Work, Contractor shall dismantle storage area and shall provide general cleanup along the project site.

END OF SECTION

SECTION 01601

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 Contractor shall be subject to the inspection and approval of Engineer. No material shall be delivered to the work without prior approval of Engineer.
- B. As specified in Section 01340, Contractor shall submit to Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable 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 Contractor. If Engineer requires, either prior to beginning or during the progress of the work, 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, Owner will make arrangements for and pay for the tests.
- D. Any delay of approval resulting from Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against Owner or Engineer.
- E. In order to demonstrate the proficiency of workmen or to facilitate the choice among several textures, types, finishes, and surfaces, 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 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. Contractor shall store media shall be stored under a roof and off the ground and shall be kept completely dry at all times.
- 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 by Contractor to prevent injury. The building may be a temporary structure on the site or elsewhere, but it must be satisfactory to Engineer.
- D. All materials which, in the opinion of 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 by Contractor, and Contractor shall receive no compensation for the damaged material or its removal.

END OF SECTION

SECTION 01610

PRODUCT HANDLING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Contractor shall protect products scheduled for use in the Work by means including, but shall not necessarily be 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 Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.
- 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 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by Engineer, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKAGING

- A. Contractor shall deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Contractor shall maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Contractor shall 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 Owner.

- B. Engineer may reject as non-complying such material and products that do not bear identification satisfactory to Engineer as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

- A. Contractor shall protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.
- B. Contractor shall 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, Contractor shall promptly make replacements and repairs to the approval of Engineer and at no additional cost to Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by Engineer to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Contractor shall provide an orderly and efficient transfer of the completed Work to 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. 1.38 of the General Conditions.

1.2 QUALITY ASSURANCE

- A. Prior to requesting inspection by Engineer, Contractor shall use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.
- 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 PROCEDURES

- A. Substantial Completion:
 - 1. Within a reasonable time after receipt of the request to inspect, Engineer will inspect to determine status of completion.
 - 2. Should Engineer determine that the work is not substantially complete:
 - a. Engineer promptly will so notify Contractor, in writing, giving the reasons therefore.
 - b. Remedy the deficiencies and notify Engineer when ready for reinspection.
 - c. Engineer will reinspect the Work.
 - 3. When Engineer concurs that the Work is substantially complete:
 - a. The Engineer 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. Engineer will submit the Certificate to Owner and to Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

- B. Final Completion:
1. Contractor shall verify that the Work is complete.
 2. Contractor shall 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. Engineer shall make an inspection to verify status of completion.
 4. Should Engineer determine that the Work is incomplete or defective:
 - a. Engineer promptly will so notify Contractor, in writing, listing the incomplete or defective work.
 - b. Remedy the deficiencies promptly and notify Engineer when ready for reinspection.
 5. When Engineer determines that the Work is acceptable under the Contract Documents, he will request Contractor to make closeout submittals.
- C. Closeout submittals include, but are not necessarily limited to:
1. Operation and maintenance manuals for items so listed in pertinent other sections of these Specifications, and for other items when so directed by the Engineer;
 2. Warranties and bonds;
 3. Spare parts and materials extra stock;
 4. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
 - a. Certificates of Inspection;
 - b. Certificates of Occupancy;
 5. Certificates of Insurance for products and completed operations;
 6. Evidence of payment and release of liens;
 7. 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 Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work.

END OF SECTION

SECTION 01710

CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Throughout the construction period, Contractor shall maintain the buildings and site in a standard of cleanliness as 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. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Contractor shall conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Contractor shall provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- A. Contractor shall use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General:

1. Contractor shall retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
2. Contractor shall not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
3. Contractor shall at least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
4. Contractor shall provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, and more often if necessary, Contractor shall inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, Contractor shall inspect all arrangements of materials stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of subparagraph 3.1-A-1 above.
3. Contractor shall maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly, and more often if necessary, Contractor shall inspect the structures and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, Contractor shall sweep interior spaces clean.
 - a. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held broom.
3. As required preparatory to installation of succeeding materials, Contractor shall clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.
4. Following the installation of finish floor materials, Contractor shall clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials are installed.
 - a. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Engineer, may be injurious to the finish floor material.

3.2 FINAL CLEANING

- A. "Clean," for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.

- B. Prior to completion of the Work, Contractor shall remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Contractor shall conduct final progress cleaning as described in Article 3.1 above.
- C. Site:
 - 1. Unless otherwise specifically directed by Engineer, Contractor shall broom clean paved areas on the site and public paved areas adjacent to the site.
 - 2. Completely remove resultant debris.
- D. Structures:
 - 1. Exterior:
 - a. Contractor shall visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter caused during construction.
 - b. Contractor shall remove all traces of splashed materials from adjacent surfaces.
 - c. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.
 - d. In the event of stubborn stains not removable with water, Engineer may require light sandblasting or other cleaning at no additional cost to the Owner.
 - 2. Interior:
 - a. Contractor shall visually inspect interior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter caused during construction.
 - b. Contractor shall remove all traces of splashed material from adjacent surfaces.
 - c. Contractor shall remove paint droppings, spots, stains, and dirt from finished surfaces.
- E. Contractor shall schedule final cleaning as approved by Engineer to enable Owner to accept a completely clean Work.

3.3 CLEANING DURING OWNER'S OCCUPANCY

- A. Should Owner occupy the Work or any portion thereof prior to its completion by Contractor and acceptance by Owner, responsibilities for interim and final cleaning shall be as determined by Engineer in accordance with the General Conditions of the Contract.

END OF SECTION

SECTION 01730

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Work included: To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding products incorporated into the Work, Contractor shall furnish and deliver the data described in this Section and in pertinent other Sections of these 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. Required contents of submittals also may be amplified in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. In preparing data required by this Section, Contractor shall use only personnel who are thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with the requirements of this Section, and skilled in technical writing to the extent needed for communicating the essential 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 SUBMITTALS

- A. Contractor shall comply with pertinent provisions of Section 01340.
- B. Contractor shall submit two copies of a preliminary draft of the proposed Manual or Manuals to the Engineer for review and comments.
- C. Unless otherwise directed in other Sections, or in writing by Engineer, Contractor shall submit three copies of the final Manual to Engineer prior to indoctrination of operation and maintenance personnel.

PART 2 - PRODUCTS

2.1 INSTRUCTION MANUALS

- A. Where instruction Manuals are required to be submitted under other Sections of these Specifications, Contractor shall prepare in accordance with the provisions of this Section.
- B. Format:
1. Size: 8-1/2" x 11"
 2. Paper: White bond, at least 20 lb weight
 3. Text: Neatly typed
 4. Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within the Manual and provide a drawing pocket inside rear cover or bind in with text.
 5. Flysheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
 6. Tabs: Provide tab sheets with section labels to identify contents of section. Tabs to be attached to heavy-duty paper designed with an attached label holder.
 7. Binding: Use heavy-duty plastic or fiberboard covers with binding mechanism concealed inside the Manual; 3-ring binders are required.
 8. Measurements: Provide all measurements in U.S. standard units such as feet-and-inches, lbs, and cfm; where items may be expected to be measured within ten years in accordance with metric formulae, provide additional measurements in the "International System of Units" (SI).
- C. Contractor shall provide front and back covers for each Manual, using durable material approved by Engineer, and clearly identified on or through the cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS

(name and address of Work)
(name of Contractor)
(general subject of this Manual)
(space for signature of)
(the Engineer, and approval date)

- D. Contents: Contractor shall include at least the following:

1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of all emergency information regarding the installation.
2. Complete instructions regarding operation and maintenance of all equipment involved including lubrication, disassembly, and reassembly.
3. Complete nomenclature of all parts of the equipment.
4. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
5. Copy of all guarantees and warranties issued.
6. Manufacturers' bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
7. Such other data as required in pertinent other Sections of these Specifications.

PART 3 - EXECUTION

3.1 INSTRUCTION MANUALS

- A. Preliminary:
 1. Contractor shall prepare a preliminary draft of each proposed Manual.
 2. Contractor shall show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.
 3. Contractor shall secure Engineer's approval prior to proceeding.
- B. Final: Complete the Manuals in strict accordance with the approved preliminary drafts and the Engineer's review comments.
- C. Revisions:
 1. Following the indoctrination and instruction of operation and maintenance personnel, Contractor shall review all proposed revisions of the Manual with Engineer.
 2. If Contractor is required by Engineer to revise previously approved Manuals, compensation will be made as provided for under "Changes" in the General Conditions.

END OF SECTION

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DIVISION 2 - SITE WORK

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02704	Cutting, Coring and Patching	02704-1 thru 02704-3

SECTION 02704

CUTTING, CORING AND PATCHING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Cutting existing concrete slab and CMU wall.

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.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 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 to include; manufacturer's specifications and other data needed to prove compliance with the specified requirements and manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used on the Work.
 - 2. Provide a two-week lead-time to Owner prior to planned execution of cutting.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete and grout for rough patching shall be as specified in Division 3.
- B. Materials for finish patching shall be equal to those of adjacent construction.

PART 3 - EXECUTION

3.1 GENERAL

- A. All cutting and coring shall be performed in such a manner as to limit the extent of patching
- B. All holes cut through concrete and masonry walls, slab or arches shall be core drilled unless otherwise approved. No structural members shall be cut without approval of the Engineer and all such cutting shall be done in a manner directed by him/her. No holes may be drilled in beams or other structural members without obtaining prior approval. All work shall be performed by mechanics skilled in this type of work.
- C. If holes are cored through floor slabs they shall be drilled from below.
- D. Rough patching shall be such as to bring the cut or cored area flush with existing construction unless otherwise shown. Finish patching shall match existing surfaces as approved.

3.2 CORING

- A. Coring shall be performed with an approved non-impact rotary tool with diamond core drills. Size of holes shall be suitable for pipe, conduit, sleeves, equipment or mechanical seals to be installed.
- B. All equipment shall conform to OSHA standards and specifications pertaining to plugs, noise and fume pollution, wiring and maintenance.
- C. Provide protection for existing equipment, utilities and critical areas against water or other damage caused drilling operation.

3.3 CUTTING

- A. Cutting shall be performed with a concrete wall saw and diamond saw blades of proper size.
- B. Provide for control of slurry generated by swing operation on both sides of wall.
- C. When cutting a reinforced concrete wall, the cutting shall be done so as not to damage the bond between the concrete and reinforcing steel left in structure. Cut shall be made so that steel neither protrudes nor is recessed from face of the cut.
- D. Adequate bracing of area to be cut shall be installed prior to start of cutting. Check area during sawing operations for partial cracking and provide additional bracing as required to prevent a partial release of cut area during sawing operations.
- E. Provide equipment of adequate size to remove cut panel. Do not allow any thing to drop onto existing equipment below the proposed cut out.

- F. Finish cut of existing slab to be as close to existing north wall of the station as practicable.

END OF SECTION

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DIVISION 3 - CONCRETE

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03300	Cast-In-Place Concrete	03300-1 thru 03300-8
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03345	Concrete Finishing	03345-1 thru 03345-4

SECTION 03100

CONCRETE FORMWORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide formwork in accordance with provisions of this Section for 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 03200 Concrete Reinforcement
 - 3. 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. Design, construction and safety of formwork is the Contractor's responsibility.
- C. Standards: In addition to complying with pertinent regulations of governmental agencies having jurisdiction, comply with pertinent provisions of ACI 347.
- 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 20 calendar days after the Contractor has received the Owner's Notice to Proceed, submit manufacturers' data and installation instructions for proprietary materials including form coatings, ties, and accessories, and manufactured form systems if used.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

- A. Comply with pertinent provisions of Section 01610.
- PART 2 - PRODUCTS

2.1 FORM MATERIALS

- A. Except for metal forms, use new materials. Materials may be reused during progress of the Work, provided they are completely cleaned and reconditioned, recoated for each use, and capable of producing formwork of the required quality.
- B. For footing and foundations, use Douglas Fir boards or planks secured to wood or steel stakes, substantially constructed to shapes indicated and to support the required loads.
- C. For studs, wales, and supports, use Standard grade or better Douglas Fir, dimensions as required to support the loads but not less than 2" x 4".
- D. Forms:
1. Exposed exterior and interior concrete surfaces:
 - a. Use 3/4" minimum thickness Douglas Fir plywood, grade B/B, class I, exterior, sanded both sides, complying with PS-1.
 - b. Seal edges and coat both faces with colorless coating which will not affect application of applied finishes.
 2. Unexposed concrete surfaces:
 - a. Use 1" x 6" shiplap Douglas Fir boards, surfaced one side and two edges, or 3/4-inch minimum thickness Douglas Fir plywood, grade B/B plyform class I or II, sanded both sides, mill-oiled.
- E. Column forms, if required:
1. For square or rectangular columns, use 2-inch thick Douglas Fir planks or joists, surfaced one side and two edges, or use metal forms.
 2. For round columns, use metal forms or patented paper tube forms approved by the Engineer.
 3. Construct column forms with tight joints and securely clamped together with steel clamps.

2.2 FORM TIES

- A. The following types of form ties shall be used in the Work:
1. Below grade: Snap-tie with water stop
 2. Above grade: Screw-tie with cones
 3. All concrete tanks and chambers shall have ties with water stops.

2.3 DESIGN OF FORMWORK

- A. General:
1. Design, erect, support, brace, and maintain formwork so that it will safely support vertical and lateral loads that might be applied, until such loads can be supported by the concrete structure.

2. Carry vertical and lateral loads to ground by formwork system and in-place construction that has attained adequate strength for that purpose.
3. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position.
4. Design forms and false work to include assumed values of live load, dead load, weight of moving equipment operated on the formwork, concrete mix, height of concrete drop, vibrator frequency, ambient temperature, foundation pressures, stresses, lateral stability, and other factors pertinent to safety of the structure during construction.
5. Provide shores and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof.
6. Provide trussed supports when adequate foundations for shores and struts cannot be secured.
7. Support form materials by structural members spaced sufficiently close to prevent objectionable deflection.
8. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities, and within the allowable tolerances.
9. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints, and provide backup material at joints as required to prevent leakage and prevent fins.
10. Provide camber in formwork as required for anticipated deflections due to weight and pressures of fresh concrete and construction loads.

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 FORM CONSTRUCTION

- A. General:
 1. Construct forms complying with the pertinent Sections of ACI 347 to the exact sizes, shapes, lines, and dimensions shown, and as required to obtain accurate alignment, location, grades, and level and plumb work in the finished structure.
 2. Tolerances as stated in the pertinent Section of ACI 117.
 3. Provide for openings, offsets, keyways, recesses, sleeves, moldings, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts, and other features as required.
- B. Fabrication:
 1. Fabricate forms for easy removal without hammering or prying against concrete surfaces.

2. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.
 3. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and assure ease of removal.
 4. Provide top forms for inclined surfaces.
- C. Forms for exposed concrete:
1. Drill forms to suit ties being used, and to prevent leakage of cement paste around tie holes. Do not splinter forms by driving ties through improperly prepared holes.
 2. Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back the joints with extra studs or girts to maintain true, square intersections.
 3. Use extra studs, wales, and bracing to prevent bowing of forms between studs, and to avoid bowed appearance in concrete. Do not use narrow strips of form material which will produce bow.
- D. Corner treatment:
1. Unless shown otherwise, form chamfers with 3/4" x 3/4" strips, accurately formed and surfaced to produce uniformly straight lines and tight edges.
 2. Extend terminal edges to required limit, and miter the chamfer strips at changes in direction.
- E. Locate control joints as indicated on the Drawings and, where required but not shown on the Drawings, as approved by the Engineer.
- F. Provisions for other trades:
1. Provide openings in concrete formwork to accommodate work of other trades.
 2. Verify size and location of openings, recesses, and chases with the trade requiring such items.
 3. Accurately place and securely support items to be built into the concrete.

3.3 FORM COATINGS

- A. Coat form contact surfaces with form coating compound before reinforcement is placed.
1. Do not allow excess form coating material to accumulate in the forms or to come in contact with surfaces which will bond to fresh concrete.
 2. Apply the form coating material in strict accordance with its manufacturer's recommendations.
 3. Insure that no form coatings get on the reinforcement.

3.4 REMOVAL OF FORMS

- A. General:
1. Forms shall not be removed until the concrete has attained a strength of at least 30 percent of its ultimate strength, prescribed by the design and not before reaching the following number of day-degrees, whichever is longer:

FORMSDAY-DEGREE*

Walls and Vertical Surfaces

120

Beams and Slabs

500

- * Day-degree: The total number of days, times - their average daily air temperature at the surface of the concrete.

Example: 4 days an average daily air temperature of 55°F equal
220 day-degrees. Temperatures below 50°F shall not be
included.

B. Finished surfaces:

1. Exercise care in removing forms from finished concrete surfaces so that surfaces are not marred or gouged.
2. Release sleeve nuts or clamps, and pull the form ties neatly.
3. Do not permit steel spreaders, form ties, or other metal to project from, or be visible on, any concrete surface.
4. Solidly pack form tie holes, rod holes, and similar holes in the concrete. For packing, use the cement grout specified in Section 03300 of these Specifications, flushing the holes with water before packing, screeding off flush, and finishing to match adjacent surfaces.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide concrete reinforcement as required by the Contract Documents.
 - 1. Seismic reinforcing to be furnished under this Specification.
- 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 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. ACI 318 Details of Reinforcement
 - 2. CRSI "Manual of Standard Practice." (ACI-315)
- 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 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;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings showing details of bars, anchors, and other items, if any, provided under this Section.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.
- B. Delivery and storage:
 - 1. Use necessary precautions to maintain identification after bundles are broken.
 - 2. Store in a manner to prevent excessive rusting and fouling with dirt, grease, and other bond-breaking coatings.
 - 3. Bundles shall be stored off the ground and protected from injurious contaminants.

PART 2 - PRODUCTS

2.1 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. For tie wire, comply with Fed Spec QQ-W-461, annealed steel, black, 16 gage minimum.
- C. Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement in place:
 - 1. Use wire bar type supports complying with CRSI recommendations, unless otherwise shown on the Drawings.
 - 2. Do not use wood, brick, or other noncomplying material.
 - 3. For slabs on grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
 - 4. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with plastic-protected legs.

2.2 FABRICATION

- A. General:
 - 1. Fabricate reinforcing bars to conform to the required shapes and dimensions, with fabrication tolerances complying with the CRSI Manual.
 - 2. In case of fabricating errors, do not straighten or rebend reinforcement in a manner that will weaken or injure the material.
 - 3. Reinforcement with any of the following defects will not be acceptable.
 - a. Bar lengths, depths, and/or bends exceeding the specified fabrication tolerances;
 - b. Bends or kinks not shown on the Drawings;
 - c. Bars with reduced cross-section due to excessive rusting or other causes.

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. General:
 - 1. Comply with the specified standards for detail and method of placing reinforcement and supports, except as may be modified herein.
 - 2. Clean reinforcement to remove loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
 - 3. Position, support, and secure reinforcement against displacement by formwork, construction, and concrete placing operations.
 - 4. Locate and support reinforcement by metal chairs, runners, bolsters, spacers, and hangers, as required.
 - 5. Place reinforcement to obtain minimum coverages for concrete protection.
 - 6. Arrange, space, and securely tie bars and bar supports together with the specified wire.
 - 7. Set tie wires so twisted ends are directed away from exposed concrete surfaces.
 - 8. Place additional reinforcement around all openings.
- B. Provide sufficient numbers of supports, and of strength to carry the reinforcement.
- C. Do not place reinforcing bars more than 2" beyond last leg of any continuous bar support.
- D. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- E. Except as otherwise indicated on the Drawings, the minimum concrete cover of reinforcement shall be as follows:
 - 1. Concrete cast against and permanently exposed to earth; 3-in.
 - 2. Concrete surfaces in contact with soil, water, sewage, sludge or exposed to the weather; 2-in.
 - 3. Concrete surfaces not in contact with soil, water, sewage, sludge or exposed to the weather.
 - a. Beams, girders, columns: principal reinforcement, ties, stirrups or spirals; 1-1/2-inch
 - b. Walls and bottom steel of slabs; 3/4-inch
 - c. Shells and top steel of slabs; 3/4-inch

3.3 SPLICES

- A. Lap splices:
 - 1. Tie securely with the specified wire to prevent displacement of splices during placement of concrete.
 - 2. Except as otherwise indicated on the Drawings, compression embedment and lap splices shall be 36 diameters, but not less than 12-inches.
- B. Splice devices:
 - 1. Obtain the Engineer's approval prior to using splice devices.
 - 2. Install in accordance with manufacturer's written instructions.
 - 3. Splice in a manner developing at least 125% of the yielding strength of the bar.
- C. Welding: No reinforcing bars shall be welded either during fabrication or erection.
- D. Do not splice bars except at locations shown on the Approved Shop Drawings, except as otherwise specifically approved by the Engineer.

3.4 IN PLACE INSERTION

- A. Notify the Engineer at least 24 hours in advance of any concrete placement so that he may inspect the arrangement of reinforcing steel. Place no concrete until the inspection has been made or waived by the Engineer.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide cast-in-place concrete for generator pad, floor opening sealing and other miscellaneous concrete work 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 02704 Cutting, Coring and Patching
 - 3. Section 03345 Concrete Finishing

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 the appurtenant sections of the following:
 - 1. ACI 301 Specifications for Structural Concrete for Buildings.
 - 2. ACI 318 - Building Code Requirements for Reinforced Concrete.
- C. Quality control:
 - 1. Do not commence placement of concrete until mix designs have been reviewed and approved by the Engineer.
 - 2. Also see other requirements for testing stated in Part 3 of 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 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 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 Specification 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:
 - a. 2-inch for plain concrete
 - 1-inch for reinforced sections 10-inches and over in thickness
 - 3/4-inch for reinforced sections less than 10-inch thickness
 3. Grade combined aggregates within the following limits:

Sieve size Percentage by weight passing sieve:
or size 1-1/2" aggregate: 1" aggregate: 3/4" aggregate:
in inches: Min: Max: Min: Max: Min: Max:

1-1/2"	95	---	---	---	---	---
1"	75	90	90	100	---	---
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. 16	16	30	17	35	20	35
No. 30	10	20	10	23	13	23
No. 50	2	8	2	10	5	15
No. 100	0	3	0	3	0	5

- D. Lightweight aggregate, coarse and fine: Provide rounded, sealed, expanded shale or clay conforming to ASTM C330.

2.3 WATER

- A. Use only water which is clean and free from deleterious amounts of acid, alkali, salt, and organic matter.

2.4 ADMIXTURES

- A. Use only a standard brand of admixture for concrete, approved by the Engineer, meeting or exceeding ASTM Specification C494.
1. A separate approved air-entraining agent may be used in addition to the water-reducing admixture, provided the combination of the two admixtures does not entrain air in excess of 5%.
 2. Admixtures causing accelerated setting of cement in concrete shall not be used.
 3. If an air-entraining agent is used, run air content determinations periodically during the placement to make certain the volume of air entrained is not less than 5%.
- B. Coloring Admixture
1. Shall not affect the physical properties of the mixture.
 2. Pigment addition shall not exceed ten (10) percent by weight of the cement.
 3. Color fastness to sunlight.
 4. Color stability.
 5. Pigments shall comply with ASTM C979.
 6. Color shall assimilate slate red.

2.5 CONCRETE MIXES

- A. Provide a mix design based on strengths of the approved materials, and meeting the requirements stated on the Drawings and in this Specification Section.
 - 1. Secure the Engineer's approval of each mix design, including new mix designs required to be prepared should there occur a change in materials being used.

2.6 EPOXY RESIN-BONDING AGENTS

- A. Shall be Sika Armatec 110 EpoCem as manufactured by the Sika Corporation.
- B. Epoxy resin/Portland cement adhesive shall be as follows:
 - 1. Component "A" shall be an epoxy resin/water emulsion containing suitable viscosity control agents. Shall not contain butyl glycidyl ether.
 - 2. Component "B" shall be primarily a water solution of polyamine.
 - 3. Component "C" shall be a blend of selected Portland cements and sand.
 - 4. The material shall not contain asbestos.
- C. Material must be proven to prevent corrosion of reinforcing steel where tested under the procedures as set forth by the Federal Highway Administration Program Report No. FHWA/RD 86/193.

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 CONCRETE MIXING

- A. Concrete consistency:
 - 1. Use the amount of water established by the approved mix design.
 - a. Do not exceed the maximum quantity specified for the grade of concrete.
 - b. Use the minimum amount of water necessary to produce concrete of the workability required.
 - c. Do not supplement the predetermined amount of water with additional water for any reason.
 - 2. Measure concrete consistency by ASTM C143 method.
 - a. As part of the routine testing and inspecting, test twice each day or partial day's run of the mixer.
 - b. Maintain a complete and accurate record of tests.
 - 3. Provide maximum slumps of concrete as:

Slump (inches)

Portion of Structure	Recommended Range	
a. Pavement and slabs on ground	2	1-3
b. Plain footings, gravity walls, slabs and beams	2-3	1-4
c. Heavy reinforced foundation walls and footings	3-4	2-5
d. Thin reinforced wall and columns	4	3-5

B. Modified concrete mix:

1. Where modified concrete mix is directed, provide the same composition as regular concrete mix; except omit 50% of the coarse aggregate.
2. Do not exceed the water/cement ratio specified for the grade of concrete.

C. Cement grout and dry-pack grout:

1. Mix at the site, in composition of one volume of Portland cement to 2-1/2 volumes of fine aggregate.
2. Mix the materials dry; then add sufficient water to make the mixture flow under its own weight.
3. When grout is used as a dry-pack concrete, add sufficient water to make a stiff mixture which can be molded into a sphere.

D. Epoxy resin-bonding agents

1. Mixing the epoxy resin: Shake components "A" and component "B". Completely empty both components into a clean, dry mixing pail. Mix thoroughly for 30 seconds at 400 – 600 rpm. Slowly add the entire contents of component "C" while continuing to mix for 3 minutes until uniform with no lumps.
2. Remove all corrosion from rebar.
 - a. Apply to prepared surface with a stiff-bristle brush or "hopper type" spray equipment.
 - b. For hand-applied mortars, place fresh, plastic concrete/mortar while the bonding bridge adhesive is wet.
 - c. For machine applied mortars, apply while the bonding bridge adhesive is wet.
3. Apply at a thickness of 20 mils.
 - a. Allow coating to dry 2 – 3 hours and apply another coat of 20 mils.
 - b. Total thickness of coating to be 40 mils.

E. Miscellaneous provisions:

1. Provide strengths of concrete as shown on the Drawings.
2. Provide concrete dense and free from honeycomb and other defects.
3. Place and finish members to conform to the shapes and dimensions indicated.
4. Tolerances for cast-in-place concrete per ACI 117
 - a. Linear outline
 - i. in any 20 ft. of length $\pm 1/2"$
 - ii. in any 40 ft. of length $\pm 3/4"$
 - b. Plumb

- i. in 10 ft. of height $\pm 1/2"$
- c. Level
 - i. in 10 ft. of length $\pm 3/16"$

3.3 CONVEYING AND PLACING CONCRETE

- A. Before placing concrete, thoroughly clean forms, wash out with water, and make tight.
- B. Time of placing:
 - 1. Do not place concrete until reinforcement, conduits, outlet boxes, anchors, sleeves, hangers, bolts, and other embedded materials are securely and properly fastened in the correct positions.
 - 2. Secure the Engineer's approval of reinforcement before commencing placement of concrete.
- C. Preparation:
 - 1. Before new concrete is deposited upon or against concrete that has taken its initial set or has hardened, remove all incrustations from forms and reinforcement.
 - 2. Remove all laitance, oil, and loose particles from concrete and concrete surfaces, and thoroughly clean the forms with water under high pressure.
 - 3. Remove laitance after concrete has hardened partially (not less than two hours nor more than four hours after placing) by brushing with stiff bristles, or by directing a stream of water from a 1/4-inch nozzle, or by other method approved by the Engineer, to expose the clean top surface of the coarse aggregate.
 - 4. Where cleaning is not satisfactory, sandblast the surface and then wash again.
- D. Modified concrete mix:
 - 1. Before proceeding with placing the regular specified mix of concrete, cover existing horizontal surface with modified concrete mix.
 - a. Use the mix design specified in Paragraph 3.2-D of this Section.
 - b. In walls, provide not less than 3" thickness of modified mix.
 - c. Place the modified mix immediately ahead of regular concrete.
 - d. Do not permit modified concrete mix to dry out prior to placing the regular mix.
 - 2. Use modified concrete mix where conditions make compaction difficult, and where reinforcement is congested.
 - 3. After placing modified concrete mix, carry on the placing of regular mix at such a rate that concrete is plastic at all times and flows readily into the forms and the spaces between reinforcement.
- E. Method of placing:
 - 1. Place concrete only under the degree of inspection described elsewhere in these Specifications, and as required by governmental agencies having jurisdiction.
 - 2. Do not place concrete outside of regular working hours unless required inspection authorities have been notified properly and are present.

3. Chutes for conveying concrete shall be of U-Shaped design. Flat (coal) chutes shall not be used.
4. Do not permit concrete to free drop more than 5'-0".
5. Deposit concrete direct into conveyances, and direct from conveyances to final points of repose, except where troughs, buckets, or the like are used, in which case dump concrete into hoppers and then into the conveyances.
6. Where tremies are used, or where the free drop is 5'-0" or more, and through reinforcement, use a dumping box or board, moving the concrete there from by shovels or hoes.
7. Deposit concrete so that the surface is kept level throughout, a minimum being permitted to flow from one position to another, and place as rapidly as practicable after mixing.
8. Do not use in this Work any concrete not placed within 30 minutes after leaving the mixer.

F. Consolidation and Conveying of Cement

1. Thoroughly work concrete around reinforcement and embedded fixtures, and into corners of forms, during placing operations.
2. Consolidate concrete by mechanical vibration in compliance with the pertinent section of ACI 309.
3. Exercise care to consolidate concrete vigorously and thoroughly to obtain maximum density.
4. Use mechanical vibrators.
 - a. Exercise care to direct the quick handling of vibrators from one position to another.
 - b. Do not over-vibrate concrete.
 - c. Do not move concrete by use of vibrator.

G. Stoppages:

1. Maintain flow surface of freshly placed concrete as level whenever a pour is stopped, providing tight dams to accomplish this.
2. Make construction joints only where unavoidable, and then only at points acceptable to the Engineer.
3. Make horizontal construction joints only where shown on the Drawings or specifically approved by the Engineer.
4. Provide keys and dowels at construction joints where indicated on the Drawings, and where placement is interrupted.

3.4 DEFECTIVE CONCRETE

A. The following concrete will be deemed to be defective, and shall be removed promptly from the job site.

1. Concrete which is not formed as indicated, is not true to intended alignment, is not plumb or level where so intended, is not true to intended grades and levels;
2. Has voids or honeycomb that have been cut, resurfaced, or filled, except with the approval of the Engineer;
3. Has sawdust, shavings, wood, or embedded debris;

4. Does not conform fully to provisions of the Contract Documents.
- B. Repairs and replacements:
1. Defective concrete may be cut out and repaired with shotcrete, or other approved methods, when and as directed by the Engineer.
 2. Where defective concrete is found after removal of the forms, cut out the defective concrete, if necessary, and make the surfaces match adjacent surfaces.
 3. Work uneven surfaces and angles of concrete to a surface matching adjacent concrete surfaces.

END OF SECTION

SECTION 03305

CONCRETE ACCESSORIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Furnish and install Concrete Accessories, (water stop, joint material, joint fillers, vapor barriers) 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 03100 Concrete Formwork
 - 3. Section 03200 Concrete Reinforcement
 - 4. 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. 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 20 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 WATERSTOP

- A. Waterstop:
 - 1. All waterstop shall be manufactured from virgin polyvinyl chloride plastic compound and shall contain no reprocessed materials.
 - 2. Ribbed type water stops shall be six inches (6") by 3/16-inch with a center bulb. The waterstop shall be No. 779 by Greenstreak or equal.
 - 3. Labyrinth type waterstop shall be 3/4-inches wide by 1 5/8-inches high. The water stop shall be No. 789 by Greenstreak or an approved equal.
- B. Preformed Joint Filler:
 - 1. Cork joint filler shall conform to ASTM 1752, Type II as manufactured by W.R. Meadows Inc.
- C. Vapor Barrier membrane:
 - 1. Provide polyethylene sheet of the thickness shown on the Drawings, complying with ASTM D2103.
 - 2. If vapor barrier is shown on the Drawings, but thickness is not indicated, provide 6 mil thickness.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Waterstop:
 - 1. Waterstops shall be installed in strict accordance with the manufacturer's instructions.
 - 2. All splices and connections shall be made with a thermostatically controlled electric splicer.
 - 3. The finished splice and connections shall have a tensile strength of not less than 80 percent of the unspliced section.
 - 4. Ensure that the waterstop is securely held in place and restrained from moving during concrete placement.
- B. Preformed Joint Filler
 - 1. Attach to surfaces with a bonding agent compatible with the joint sealant and joint filler. All butt splices shall be taped to prevent the intrusion of the second placement of concrete into the joint.
- C. Vapor Barrier
 - 1. Place on prepared base, as shown on the Drawings. All seams to be lapped a minimum of six inches (6"). All tears and punctures to be repaired.

END OF SECTION

SECTION 03345

CONCRETE FINISHING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide finishes on 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 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. Except as may be modified herein or otherwise directed by the Engineer, comply with ACI 301, "Specifications for Structural Concrete for Buildings."
- 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 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;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.
- PART 2 - PRODUCTS

2.1 MATERIALS

- A. General :
 - 1. Carefully review the Contract Documents, and determine the location, extent, and type of required concrete finishes.
 - 2. As required for the Work, provide the following materials, or equals approved in advance by the Engineer.
- B. Concrete materials: Comply with pertinent provisions of Section 03300, except as may be modified herein.
- C. Liquid bonding agent: "Everbond," manufactured by L&M Construction Chemicals Inc.
- D. Liquid curing agents:
 - 1. Where application of specified finish materials will be inhibited by use of curing agents, cure the surface by water only; do not use chemical cure.
 - 2. For curing other areas, use "L & M Cure R" manufactured by L&M Construction Chemicals Inc.

2.2 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 conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FINISHING OF FORMED SURFACES

- A. General:
 - 1. After removal of forms, give the concrete surface one or more of the finishes specified below.
- B. As-cast finish:
 - 1. Smooth form finish:
 - a. Coordinate as necessary to secure form construction using smooth, hard, uniform surfaces, with number of seams kept to a practical minimum and in a uniform and orderly pattern.
 - b. Patch tie holes and defects.

- c. Remove fins completely.
- C. Rubbed finishes:
 - 1. Provide these finishes only where specifically called for, and then only on a "smooth form finish" base as described above.
 - 2. Grout cleaned finish:
 - a. Do not start cleaning operations until all contiguous surfaces to be cleaned are completed and accessible.
 - b. Do not permit cleaning as the work progresses.
 - c. Mix one part Portland cement and 1-1/2 parts fine sand with sufficient water to produce a grout having the consistency of thick paint.
 - d. Substitute white Portland cement for part of the gray Portland cement as required to produce a color matching the color of surrounding concrete, as determined by a trial patch.
 - e. Wet the surface of the concrete sufficiently to prevent absorption of water from the grout, and apply the grout uniformly with brushes.
 - f. Immediately after applying the grout, scrub the surface vigorously with a carborundum stone to coat the surface and fill all air bubbles and holes.
 - g. While the grout is still plastic, remove all excess grout by working the surface with a rubber float, sack, or other means.
 - h. After the surface whites from drying (about 30 minutes at normal temperatures), rub vigorously with clean burlap.
 - i. Keep the surface damp for at least 36 hours after final rubbing.
- D. Unspecified finish: If the finish of formed surfaces is not specifically called out elsewhere in the Contract Documents, provide the following finishes as applicable .
 - 1. Smooth form finish:
 - a. For all concrete surfaces exposed to public view.

3.3 CURING AND PROTECTION

- A. Beginning immediately after placement, protect concrete from premature drying, excessively hot and cold temperatures, and mechanical injury.
- B. Preservation of moisture:
 - 1. Unless otherwise directed by the Engineer, apply one of the following procedures to concrete not in contact with forms, immediately after completion of placement and finishing:
 - a. Application of absorptive mats or fabric kept continuously wet;
 - b. Application of waterproof sheet materials specified in Part 2 of this Section;
 - c. Application of other moisture-retaining covering as approved by the Engineer;
 - d. Application of the curing agent specified in Part 2 of this Section or elsewhere in the Contract Documents.
 - 2. Where forms are exposed to the sun, minimize moisture loss by keeping the forms wet until they can be removed safely.

3. Cure concrete by preserving moisture as specified above for at least seven days.
- C. Temperature, wind, and humidity:
1. Cold weather:
 - a. When mixing, transporting, placing, finishing and curing concrete in cold weather, conform to ACI Standard 306, Cold Weather Concreting.
 - b. Definition. For the purpose of this Specification, "cold-weather" is defined as any combination of low air temperature and high wind velocity which may result in damage to freshly placed concrete from freezing and thawing at an early age. Concrete mixed or placed when the air temperature is below, or expected to fall below 40 degrees F for more than one consecutive day will be considered cold weather concrete, and will require special treatment.
 - c. When necessary, provide proper and adequate heating system capable of maintaining the required heat without injury due to concentration of heat.
 - d. Do not use combustion heaters during the first 24 hours unless precautions are taken to prevent exposure of the concrete to exhaust gases which contain carbon dioxide.
- D. Protection from mechanical injury:
1. During the curing period, protect the concrete from damaging mechanical disturbances such as heavy shock, load stresses, and excessive vibration.
 2. Protect finished concrete surfaces from damage from construction equipment, materials, and methods by application of curing procedures.
 3. Do not load self-supporting structures in such a way as to overstress the concrete.

END OF SECTION

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DIVISION 4 – MASONRY

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SECTION 04330

CAVITY WALL MASONRY SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: The work of this Section shall include but not be limited to the following: concrete masonry units, flashing, anchors and insulation, all as required by the Contract Documents.
- B. Products furnished by other Sections and installed under this Section.
 - 1. Section 05500 Metal Fabrications (Steel Lintels)
- C. Work provided under other Sections:
 - 1. Section 07920 Sealants, Caulking and Water Repellent Coatings (Vapor barrier and water repellent coating)
- D. 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 05500 Metal Fabrications
 - 3. Section 07920 Sealants, Caulking, Water Proofing and Water Repellent

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.
- B. Product data: Within 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.

2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
- C. Samples
 1. Prefabricated joint reinforcement

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.
- B. Store masonry units above ground on level platforms which allow air circulation under the stacked units.
- C. All masonry stored on the site shall be protected from the weather and staining.
- D. Damaged masonry units shall not be accepted.

PART 2 - PRODUCTS

2.1 CONCRETE MASONRY UNITS (C.M.U.) INNER BLOCK

- A. C.M.U. shall conform to ASTM-C90 normal weight, Grade N, Type I, hollow load bearing units.
 1. Nominal face dimensions shall be eight inch (8") by sixteen inch (16").
 2. Minimum compressive strength on the net area (average of three units) when tested in accordance with ASTM C-140 shall be 2800 lbs. on the net area. Minimum compressive strength of any individual unit shall not be less than eighty (80) percent of the required three (3) unit average.
 3. Provide special units required by the Drawings, including but not limited to bond beam, lintel, jamb and sash blocks.
 4. All units shall be obtained from the same manufacturer.

2.2 EXTERIOR BRICK MASONRY UNITS

- A. Brick shall conform to ASTM C216
 1. Nominal modular size of four (4) inch by eight (8) inch by three (3) inches
 2. Tan clay brick
 3. Textured and colored to match existing building

2.3 REINFORCEMENTS AND ACCESSORIES

- A. Fabricated Joint Reinforcement
 1. Concrete masonry unit reinforcement shall be 170-ML Truss Adjustable Eye-wire as manufactured by Hohmann & Bernard, Inc. Hauppauge, NY or equal.
 - a. The eye sections shall be welded on at a maximum of sixteen (16) inches on center.

- b. Shall include adjustable wall ties sized to fit the masonry wall width.
 - 2. Architectural block joint reinforcement shall be 120 Truss-Mesh as manufactured by Hohmann & Bernard, Inc. Hauppauge, NY or equal.
 - 3. Side and cross rods shall be no. nine (9) wire size.
 - 4. All joint reinforcement shall be galvanized after fabrication and conform to ASTM A153, Class B-2.
 - 5. Prefabricated reinforcement shall be manufactured from cold drawn steel wire conforming to ASTM A-82.
 - 6. Corner and tee sections shall be prefabricated.
- B. Weep Hole
- 1. Shall be preformed flexible tubing.
 - 2. O.D. 3/8-inch.
- C. Through Wall Flashing
- 1. Fabric shall be composed of two (2) layers of asphalt saturated woven cotton fabric sandwiching sheet copper.
 - 2. Fabric shall weigh not less than four (4) oz, per square yard before saturation.
 - 3. Sheet copper shall consist of a full sheet of copper weighing no less than three (3) oz. per square foot.

2.4 MORTAR

- A. Ingredients:
- 1. Portland cement: Comply with ASTM C150, Type I, low alkali.
 - a. Masonry cement shall not be used.
 - 2. Lime:
 - a. Provide hydrated lime complying with ASTM C207, Type S.
 - b. Measure materials by a consistent method which will produce the desired consistency and specified strength. The Contractor shall demonstrate to the Engineer that his method will provide the required product consistently.
 - 3. Aggregate: Provide clean, sharp, well-graded aggregate free from injurious amounts of dust, lumps, shale, alkali, surface coatings, and organic matter and complying with ASTM C144.
 - 4. Admixtures: Do not use admixtures unless specifically approved in advance by the Engineer.
 - 5. Water: Provide water free from deleterious amounts of acids, alkalis, and organic materials.
- B. Mixing:
- 1. Provide mortar type "S" in accordance with ASTM C270.
 - 2. Proportions:
 - a. For type "S" mortar, provide one part Portland cement to 1/2 part hydrated lime and 3-3/4 parts sand by volume.
 - 3. Mechanically mix in a batch mixer for not less than three minutes, using only sufficient water to produce a mortar which is spreadable and of a workable consistency.

4. Retemper mortar with water as required to maintain high plasticity.
 - a. On mortar boards, retemper only adding water within a basin formed with mortar, and by working the mortar into the water.
 - b. Discard and do not use mortar which is unused after 2 hours following initial mixing.
- C. Mortar Color:
 1. Shall match color of architectural block.
 2. Shall be Mortar Mates by Burns & Russell or equal.
 3. Shall be used as a pointing for the pre-faced concrete masonry unit joints.

2.5 GROUT

- A. Ingredients:
 1. Portland cement: Comply with ASTM C150, Type I, low alkali.
 2. Aggregate: Provide clean, sharp, well-graded aggregate in compliance with ASTM C404.
 3. Admixtures: Do not use admixtures unless specifically approved in advance by the Engineer.
 4. Water: Provide water free from injurious amounts of acids, alkalis, and organic materials.
- B. Mixing:
 1. Provide "fine grout" or "coarse grout" as designated on the Drawings in accordance with ASTM C476.
 2. Minimum compressive strength shall be 3500 psi @ 28 days.
 3. Proportions:
 - a. For "fine grout" provide one part Portland cement to 2-3 parts minimum to 3 parts maximum of damp loose sand with sufficient water to achieve fluid consistency.
 - b. For "coarse grout" provide one part Portland cement to 3 parts maximum of damp loose sand to two parts coarse aggregate with sufficient water to achieve fluid consistency.
 4. "Fluid consistency" is interpreted as meaning as fluid as possible for pouring intimately in place without segregation.
- C. Use "fine grout" where called for on the Drawings where the grout space is less than 3-inches in its least dimension.

2.6 PEA GRAVEL

- A. Pea gravel for use over the through-wall flashing shall be 3/8-inch and conform to ASTM C-33.

2.7 CLEANING SOLUTIONS

- A. To be non-acidic and not harmful to the masonry work or any adjacent or imbedded materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. Verify items provided by other sections of work are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.2 PREPARATION

- A. Direct and coordinate placement of imbedded items provided by other Sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.
- C. Coordinate work with electrical contractor (Division 16) to insure that all conduit and device boxes are embedded in the masonry wall.
- D. Electrical conduit shall not be run in wall cavity.

3.3 ENVIRONMENTAL CONDITIONS

- A. Do not erect masonry when the temperature is below 40 degrees F unless suitable fireproof protective covering and heat are provided to maintain the work and the materials above 40 degrees F for 48 hours after being laid. Masonry units when installed in freezing weather shall be at a temperature between 50 and 90 degrees F, and the mortar shall be at a temperature between 60 and 80 degrees F. Do not build upon frozen work.
- B. Do not erect masonry when the ambient air is warmer than 99 degrees F in the shade and has a relative humidity of less than 40 percent unless the work is prevented from drying out for not less than 40 hours after having been installed.

3.4 INSTALLATION

- A. General
 - 1. Do not commence installation of the work of this Section until horizontal and vertical alignment of foundation has been checked and in compliance with the requirements of Specification Section 03300.
 - 2. Lay only dry masonry units.
 - 3. Use masonry saws to cut and fit masonry units.
 - 4. Set units plumb, true to line, and with level courses accurately spaced.

5. Lay pre-faced concrete block so the interior surface does not show any irregularities.
6. Clean the top surface of foundation free from dirt, debris, and laitance and expose the aggregate prior to start of installing first course.
7. Accurately fit the units to plumbing, ducts, openings and other interfaces neatly patching all holes.
8. Keep the walls continually clean preventing grout and mortar stains. If grout does run over, clean immediately.
9. Do not use chipped or broken units. If such units are discovered in the finished wall, they shall be removed and new units installed at no additional cost to the Owner.

B. Coursing

1. Establish lines, levels and coursing indicated. Protect from displacement.
2. Maintain masonry courses to uniform dimensions. Form vertical and horizontal joints of uniform thickness.
3. Lay concrete masonry units in running bond.
4. Lay brick units in running bond.

C. Placing and Bonding

1. Place units in mortar with full shoved bed and head joints.
2. Align vertical cells of hollow units to maintain a clear and unobstructed system of flues.
3. Toothing of masonry units shall not be permitted.
4. The webs of the pre-faced CMU around the cells containing reinforcement are to be bedded completely.
5. All CMU at jambs, under sills and overheads of all windows, or similar openings shall be filled solid.
6. Solidly grout spaces around built in items.
7. At door frames, provide 3-inch joint between the masonry and the steel frame. Rake back joint to receive caulking. Grout door frames solid.

D. Comply with construction tolerances in ACI 530.1/ASCE 6/TMS 602 and with the following:

1. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
2. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
3. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
4. For exposed bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch. Do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.

5. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch. Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch.
 6. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch except due to warpage of masonry units within tolerances specified for warpage of units.
- E. Joint Reinforcement and Anchorages:
1. Provide reinforcement as shown on the Drawings and specified herein.
 2. Preformed joint reinforcement shall be placed:
 - a. Top of first course and every other course thereafter (16 inches center to center).
 - b. Beneath and above all openings extending 24-inches beyond the opening on either side.
 - c. Unless noted otherwise, all reinforcement shall be continuous except it shall not pass through vertical masonry control joints.
 3. Lap joint reinforcement ends at minimum of six (6) inches.
 4. Provide adjustable wall ties at sixteen (16) inches on center.
 5. Interrupt joint reinforcement at control and expansion joints.
- F. Vertical Reinforcing (Seismic)
1. Vertical and horizontal rods shall be furnished under Specification Section 03200.
 2. Place and support rods under this Section as shown on the Drawings and as specified herein and pertinent sections of Specification Section 03200.
 3. Vertical bar spacing shall be thirty-two (32) inches.
 4. Provide vertical reinforcing at both sides of all masonry openings (full height of wall) and all control joints.
 5. Provide required metal accessories to ensure adequate alignment of steel during grout filling operations.
- G. Flashing
1. Install Flashing in accordance with NCMA TEK 19-04, Flashing Strategies for Concrete Masonry Walls, and NCMA TEK 19-05, Flashing Details for Concrete Masonry Walls.
 2. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
 3. Install flashing as follows, unless otherwise indicated:
 - a. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
 - b. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches, and 1-1/2 inches into the inner wythe. Form 1/4-inch hook in edge of flashing embedded in inner wythe.

- c. At masonry-veneer walls, extend flashing through veneer, across air space behind veneer, and up face of sheathing at least 8 inches; with upper edge covered with elastomeric membrane, lapping at least 4 inches.
 - d. Lap end joint a minimum of six (6) inches and seal watertight.
 - e. Use flashing manufacturer's recommended adhesive and sealer.
 - f. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
- H. Lintels
 - 1. Install loose steel lintels over all openings in brick (Coordinate with Section 05500).
 - 2. Provide reinforced unit masonry lintels over openings where steel or precast concrete lintels are not scheduled.
 - 3. Allow masonry lintels to attain specified strength before removing temporary supports.
 - 4. Maintain minimum of eight (8) inches bearing on each side of opening.
- I. Masonry Joints
 - 1. Tool joints to a dense, smooth surface and unless otherwise shown on the Drawings provide jointed of "concave" pattern throughout.
 - 2. Architectural block joints shall be a normal thickness of 3/8-inch.
 - 3. Concrete masonry unit joints shall be a normal thickness of 3/8-inch, except the bed point of the starting course over the foundation, which shall be between 1/4-inch and 3/4-inch.
 - 4. Joint tolerances:
 - a. Head and bed joint thickness $\pm 1/8$ -inch.
 - b. Head and joint vertical alignment and bed joint level:
in any 10' of length ± 3 -inch
maximum for the entire length ± 2 -inch
 - c. The masonry joints on the side which is to receive the vapor barrier shall be struck flush being careful not to pull any mortar from the joint.
- J. Tuck-pointing: (Pre-faced Concrete Masonry Units)
 - 1. Rake out joints at least 3-inch.
 - 2. Tuck-point with colored mortar.
 - 3. Tool joint concave.
- K. Weep Holes
 - 1. Provide weep holes in mortar joints of exterior wall at every thirty-two (32) inches above the through-wall flashing, at the bottom of the wall and at all lintels (unless otherwise noted).
 - 2. Keep weep holes free of mortar and other obstructions.
 - 3. Provide mortar nets as required for proper functioning of drainage.
- L. Pea Gravel
 - 1. Provide pea gravel as shown on the Drawings.

M. Grouting:

1. Perform grouting in strict accordance with the following:
2. Grout shall be placed by the High Lift Method with the following limitations:
 - a. Maximum height grouted pour 24-feet
 - b. Maximum height grouted lift 4-feet
3. Provide cleanouts units in the bottom course at every dowel where the height of grout placement exceeds four feet. Remove overhanging mortar, mortar droppings and obstructions from grout spaces. Seal cleanout holes only after masonry work, reinforcement, and final cleaning of grout spaces have been approved by the Engineer, and before grouting. Sealing shall match the surrounding masonry.
4. Place grout within one hour after mixing.
5. Grout shall be placed using a grout pump.
6. For vertically reinforced concrete unit masonry, place grout in all cells containing reinforcement, and in lifts of not more than four (4) feet. Consolidate grout at the time of placing by either puddling or vibrating; reconsolidate grout by puddling before plasticity is lost. When grouting will be stopped for one hour or longer, form horizontal construction joints by stopping the grout placement 12-inches below the top of the uppermost grouted unit. Use coarse grout in spaces which are 3-inches or larger in all horizontal directions; place fine grout in grout spaces which are smaller than 3-inches in any horizontal direction.
7. For purposes other than vertically reinforced concrete unit masonry, place grout where indicated and only after mortar joints and other cementitious materials have cured. Place coarse grout in grout spaces which are two inches larger in all horizontal directions; place fine grout in grout spaces which are smaller than 2-inches in any horizontal direction. Place grout at a rate which will allow successive layers to be consolidated while the preceding layer is plastic. Placement height shall not exceed 4-feet. Consolidate grout and puddle. When grouting will be stopped for one hour or longer; form horizontal construction joints by stopping the grout placement 2 the course height below the top of the uppermost grouted unit.
8. Prevent grout from coming into contact with finish surfaces which will be exposed to view, and with those surfaces which are to receive other finishes.

3.5 INSULATION

- A. Insulation shall be installed horizontally in cavity wall where shown on the Drawings in accordance with the manufacturer's recommendations.
1. Coordinate the placing of the insulation with the installation of the masonry ties, wall reinforcement, and vapor barrier.
 2. Cut and fit insulation boards as needed. Butt ends and edges tightly together. Stagger all end joints.
 3. All ends, edges and cut-outs to be sealed with a compatible construction adhesive.

3.6 BUILT-IN WORK

- A. As work progresses, build in metal door frames, anchor bolts, fabricated metal frames, electrical conduit and associated device boxes and other items which are furnished by other Sections.
- B. Build in items plumb and level.

3.7 CLEANING

- A. Inspection and Adjustment:
 - 1. Upon completion of the work of this Section, make a thorough inspection of installed masonry and verify that units have been installed in accordance with the provisions of this Section.
 - 2. Defective joints: Rake out the full depth of the joint, patch with mortar, and tool to match adjacent joint.
 - 3. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - a. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - b. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Engineer's approval of sample cleaning before proceeding with cleaning of masonry.
 - c. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
 - d. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - e. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A, Removal of Stains from Concrete Masonry, applicable to type of stain on exposed surfaces, and NCMA TEK 8-04: Cleaning Concrete Masonry.
 - f. Remove all efflorescence.

END OF SECTION

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DIVISION 5 – METALS INDEX

<u>Section</u>	<u>Subject</u>	<u>Page</u>
05500	Metal Fabrication	05500-1 thru 05500-4

SECTION 05500

METAL FABRICATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide fabricated metal work shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
 - 1. Including but not necessarily limited to:
 - a. Galvanized lintels W 8 w/plate lintels
- 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 04330 Cavity Wall Masonry System
- C. Related work not included:
 - 1. Installation of items imbedded in concrete
 - 2. Masonry ties
- D. Coordination
 - 1. The work of this Section shall be coordinated with the work of other Sections to insure compatibility, before fabrication.
 - 2. Field measurements shall be taken at the site to verify dimensions and make the required dimension changes, before fabrication.

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. Perform shop and/or field welding required in connection with the work of this Section in strict accordance with pertinent recommendations of the American Welding Society.
- 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 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
 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades.
 4. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installing procedures used on the Work.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. In fabricating items which will be exposed to view, limit materials to those which are free from surface blemishes, pitting, rolled trade names, and roughness.
- B. Comply with following standards, as pertinent,
- | | |
|---|-----------------------|
| 1. Steel plates, shapes, and bars | ASTM A36; |
| 2. Steel plates to be bent or cold-formed | ASTM A283, grade C; |
| 3. Steel tubing (hot-formed, welded, or seamless) | ASTM A501; |
| 4. Hot-dip galvanized anchor bolts and nuts | ASTM A307 |
| 5. Gray iron Castings | ASTM A48 Class 30 |
| 6. Galvanizing, General | ASTM A123 |
| 7. Galvanizing, Hardware | ASTM A153 |
| 8. Copper Alloys | ASTM B30 |
| 9. Copper Alloy Castings | ASTM B584, UNS C84400 |
| 10. Stainless Steel Bolts, Bars and Shapes | ASTM A276 (Type 316L) |
| 11. Stainless Steel Plate and Sheet | ASTM A666 (Type 316L) |
| 12. Stainless Steel Bolts and Studs | ASTM F593 (Group 2) |
| 13. Stainless Steel Nuts | ASTM F594 (Group 2) |
| 14. Aluminum: Extruded Shapes | Alloy 6061-T6 |
| 15. Aluminum: Sheets and Plates | Alloy 6061-T6 |

2.2 FASTENERS

- A. General:
1. Fasteners shall be furnished as necessary for the installation of the work of this section.
 2. All fasteners inside chambers holding water shall be Type 316L stainless steel.

3. For exterior use and where built into exterior walls, provide stainless steel fasteners.
4. Provide fasteners of type, grade, and class required for the particular use.
5. Aluminum and stainless steel shall be attached to concrete or masonry with stainless steel machine bolts and iron or steel shall be attached with hot-dip galvanized steel machine bolts unless noted otherwise.

2.3 GALVANIZED FABRICATION

A. Hot Dip Galvanizing

1. Steel members, fabrications and assemblies to be galvanized after fabrication in accordance with ASTM A123.
2. Fabricate, clean and brace fabricated items in compliance with the AHDGA.
3. Coating shall not be less than 2 oz. per square foot of surface area.
4. Damaged galvanized surfaces shall be cleaned and an organic zinc rich paint (95% by weight) applied. Dry film thickness not to be less than 4 mils.
5. Items to be hot-dip galvanized include but are not necessarily limited to:
 - a. Anchor bolts (unless noted otherwise on the Drawings)
 - b. Overhead coiling door jambs
 - c. Miscellaneous clips and angles
 - d. Lintels
6. Except as otherwise shown on the Drawings or the approved Shop Drawings, use materials of size, thickness, and type required to produce reasonable strength and durability in the work of this Section.
7. Fabricate with accurate angles and surfaces which are true to the required lines and levels, grinding exposed welds smooth and flush, forming exposed connections with hairline joints, and using concealed fasteners wherever possible.

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 COORDINATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.

3.3 INSTALLATION

- A. General:
 1. Set work accurately into position, plumb, level, true, and free from rack.
 2. Anchor firmly into position.

3. Where field welding is required, comply with AWS recommended procedures of manual-shielded metal-arc welding for appearance and quality of weld and for methods to be used in correcting welding work.
4. Grind exposed welds smooth, and touch-up shop prime coats.
5. Do not cut, weld, or abrade surfaces which have been hot-dip galvanized after fabrication and which are intended for bolted or screwed field connections.
6. Repair all damaged galvanized surfaces with ZRC cold galvanizing compound.
7. Where aluminum is in contact with concrete or masonry it shall be coated with a bitumastic coating.

END OF SECTION

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DIVISION 6 – WOODS AND PLASTICS - OMITTED

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DIVISION 7 - THERMAL AND MOISTURE PROTECTION

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07920	Sealant, Caulking, Waterproofing and Water Repellent Coatings	07920-1 thru 0790-6

SECTION 07920

SEALANTS, CAULKING, WATERPROOFING AND WATER REPELLENT COATING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Seal, caulk or waterproof joints and surfaces around louvers and windows 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 08520 Aluminum Window
 - 3. Section 15500 Heating, Ventilating and Air Conditioning

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.
- B. Product data: Within 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;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

- B. Do not retain at the job site material which has exceeded the shelf life recommended by its manufacturer.

PART 2 - PRODUCTS

2.1 SEALANTS

- A. Sealants: Provide the following products or an equal:

Materials

- 1. Tremco: Dynamic Plus
 - a. Location of Use: Throughout the Work, except where other sealant is specified, where anticipated joint movement will be 50% or less.
- B. For other services, provide products especially formulated for the proposed use and approved in advance by the Engineer.
- C. Colors:
 - 1. Colors for each sealant installation will be selected by the Engineer from standard colors normally available from the specified manufacturer.
 - 2. Should such standard color not be available from an approved substitute manufacturer except at additional charge, provide such colors at no additional cost to the Owner.

2.2 PRIMERS

- A. If not specified in above, use only those primers which have been tested for durability on the surfaces to be sealed and are specifically recommended for this installation by the manufacturer of the sealant used.

2.3 BACKUP MATERIALS

- A. Use only those backup materials which are specifically recommended for this installation by the manufacturer of the sealant used, which are non-absorbent, and which are non-staining.

2.4 MASKING TAPE

- A. For masking around joints, provide an appropriate masking tape which will effectively prevent application of sealant on surfaces not scheduled to receive it, and which is removable without damage to substrate.

2.5 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 conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Concrete surfaces:
 - 1. Install only on surfaces which are dry, sound, and well brushed, wiping free from dust.
 - 2. At open joints, remove dust by mechanically blown compressed air if so required.
 - 3. To remove oil and grease, use sandblasting or wire brushing.
 - 4. Where surfaces have been treated, remove the surface treatment by sandblasting or wire brushing.
 - 5. Remove laitance and loose mortar from joint cavities.
- B. Steel surfaces:
 - 1. Steel surfaces in contact with sealant:
 - a. Use solvent to remove oil and grease, wiping the surfaces with clean white rags only.
- C. Aluminum surfaces:
 - 1. Aluminum surfaces in contact with sealant:
 - a. Remove temporary protective coatings, dirt, oil, and grease.
 - b. When masking tape is used for protective cover, remove the tape just prior to applying the sealant.
 - c. Use only such solvents to remove protective coatings as are recommended for that purpose by the manufacturer of the aluminum work, and which are non-staining.

3.3 INSTALLATION OF BACKUP MATERIAL

- A. When using backup of tube or rod stock, avoid lengthwise stretching of the material. Do not twist or braid hose or rod backup stock.
- B. Installation Tool:
 - 1. For installation of backup material, provide a blunt surfaced tool of wood or plastic, having shoulders designed to ride on the adjacent finished surface and a protrusion of the required dimensions to assure uniform depth of backup material below the sealant.

2. Do not, under any circumstance, use a screwdriver or similar tool for this purpose.
3. Using the approved tool, smoothly and uniformly place the backup material to the depth indicated on the Drawings or otherwise required, compressing the backup material 25% to 50% and securing a positive fit.

3.4 PRIMING

- A. Use only the primer approved by the Engineer for the particular installation, applying in strict accordance with the manufacturer's recommendations as approved by the Engineer.

3.5 BOND-BREAKER INSTALLATION

- A. Provide an approved bond-breaker where recommended by the manufacturer of the sealant, and where directed by the Engineer, adhering strictly to the manufacturers' installation recommendations.

3.6 INSTALLATION OF SEALANTS AND CAULKING

- A. Prior to start of installation in each joint, verify the joint type according to details on the Drawings, or as otherwise directed by the Engineer, and verify that the required proportion of width of joint to depth of joint has been secured.
- B. Equipment:
 1. Apply sealant under pressure with power-actuated handgun or manually-operated handgun, or by other appropriate means.
 2. Use guns with nozzle of proper size, and providing sufficient pressure to completely fill the joints as designed.
- C. Thoroughly and completely mask joints where the appearance of primer or sealant on adjacent surfaces would be objectionable.
- D. Install the sealant in strict accordance with the manufacturer's recommendations, thoroughly filling joints to the recommended depth.
- E. Tool joints to the profile shown on the Drawings, or as otherwise required if such profiles are not shown on the Drawings.
- F. Cleaning up:
 1. Remove massing tape immediately after joints have been tooled.
 2. Clean adjacent surfaces free from sealant as the installation progresses, using solvent or cleaning agent recommended by the manufacturer of the sealant used.
 3. Upon completion of the work of this Section, promptly remove from the job site all debris, empty containers, and surplus material derived from this portion of the Work.

3.7 LOCATION OF WORK

- A. This section shall include but not limited to the following locations:
1. Perimeter of new louvers, interior and exterior joint.
 2. Perimeter of new window interior and exterior.

END OF SECTION

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DIVISION 8 - DOORS AND WINDOWS

<u>Section</u>	<u>Subject</u>	<u>Page</u>
08520	Aluminum Windows	08520-1 thru 08520-5

SECTION 08520

ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide aluminum window 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 07920 Sealants, Caulking, Waterproofing and Water Repellent Coatings

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. For purposes of designating type and quality for work in this section, drawings and specifications are based on Hope's Series 210T aluminum thermal-break fixed windows.
- C. Comply with the following standards:
 - 1. Air infiltration test
 - a. ASTM E283.
 - b. Maximum air infiltration 0.5 CFM/Ft. of crack length at a test pressure of 6.24 PSF (50 MPH).
 - 2. Water penetration test
 - a. ASTM E331.
 - b. No water penetration for 15 minutes when window is subjected to a rate of flow of 5 gal./hr./sq.ft. with differential pressure across window unit of 6.24 PSF.
 - 3. Thermal performance: A complete window made in accordance with the plans and specification shall, when tested in accordance with AAMA Standard Test 1502.6-1976, provide a CRF (condensation resistance factor) of not less than 51. Using the testing equipment and conditions outlined in AAMA Test 1502.6-1976, the tested conductive U value shall not exceed .61 BTU/hr./sq.ft./°F. for a unit glazed with 1-inch insulating glass containing a 1/2-inch air space. Calculated "U" value derived from data and theoretical assumptions will not be acceptable.

4. Upon request the window manufacturer shall provide a test report from a qualified independent testing laboratory regularly engaged in testing windows to verify that his products conform to these test requirements.
 5. On each unit, provide an AAMA sponsored label certifying compliance with the specified requirements.
- 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 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;
 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
 4. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 ALUMINUM WINDOWS

- A. Frame, ventilator and rail members shall be solid extruded aluminum shapes of 6063-T52 alloy, not less than 2-inches deep, with a minimum wall thickness of .125".
1. All members shall be designed with an internal cavity which is filled with polyurethane to form a thermal separator.
 2. Ventilator members shall have two dovetail grooves extruded into sections to facilitate weather-stripping.
 3. Glazing rebate legs shall provide an unobstructed height of not less than 3/4-inch and designed to accommodate glass up to and including 1-inch thick insulating glass and panel areas up to 1 1/2-inches thick.

- B. The frame thermal insulator shall be poured in place polyurethane. The polyurethane shall be self-adhering to the adjacent aluminum surfaces.
- C. Glazing beads shall be extruded from 6063-T52 alloy and be not less than .050 thick. Glazing beads will be the hook-on type to accommodate pressure gasket glazing.
- D. Weather stripping shall be extruded dual durometer vinyl.

2.2 FABRICATION

- A. Fabricate aluminum windows in accordance with approved shop drawings.
- B. The four corners of both the frame and ventilator shall be miter cut, reinforced with two extruded corner gussets per corner and hydraulically crimped in eight places.
- C. Cross rails and mutins shall be coped and mechanically fastened.
- D. Where frame sections are reversed, joints shall be coped and reinforced with extruded gussets.
- E. The back wall of the polyurethane pocket shall be removed to form a thermal barrier system. There shall be no bridges, corner construction or hardware application that bridges or violates the thermal barrier in any way.
- F. Weather stripping shall be securely interlocked into both the inside and outside weathering grooves of the ventilator. Adhesive applied weather-stripping will not be allowed.
- G. Glazing
 - 1. All fixed lights shall be designed for glazing.
 - 2. Provide continuous hook-on glazing beads to suit the glass thickness as specified, which shall in no instance bridge the thermal barrier.
 - 3. Glass to be double pane overall 1" thick unit.
- H. Factory applied finishes. All windows shall be chemically cleaned of all fabricating oils and debris and given the following finish:
 - 1. Duranodic 300 No. AAC12 C22 A42 (.0007 anodic film thickness) Architectural Class I. Bronze.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Window openings shall conform with details, dimensions and tolerances shown on the window manufacturer's approved shop drawings.

- B. Conditions which may adversely affect the window installation must be corrected before installation commences.

3.2 INSTALLATION

- A. Windows specified under this section shall be installed by the window manufacturer.
- B. Install windows in openings in strict accordance with approved shop drawings.
 - 1. Set units plumb, level and true to line, without warp or rack of frames or vents.
 - 2. Anchor units securely to surrounding construction with approved fasteners.
 - 3. The exterior joints between the sash, trim and mullions shall be properly sealed watertight with an approved sealant and neatly pointed.

3.3 CLEANING

- A. Labels:
 - 1. Leave all labels in place, intact and legible, until reviewed and approved by the Engineer.
- B. Prior to completion of the Work, thoroughly clean all exposed surfaces of window.
 - 1. Use only the cleaning materials and techniques recommended by the manufacturer of the material being cleaned.
 - 2. Do not scratch or otherwise damage the aluminum finish.

END OF SECTION

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DIVISION 9 - FINISHES

<u>Section</u>	<u>Subject</u>	<u>Page</u>
09900	Painting	09900-1 thru 09900-8

SECTION 09900

PAINTING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Paint and finish all new concrete generator pad and gas piping, at the 4M Pump Station as listed in Part 3 of this Section, as specified herein, and as needed for a complete and proper installation, including but not limited as shown on Drawings.
- B. Conduct surface preparation as outlined herein and on the Drawings including new and existing surface preparation and cleaning.
- C. 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. Priming or priming and finishing of certain surfaces may be specified to be factory-performed or installer-performed under pertinent other Sections.
- D. Work not included:
 - 1. Unless otherwise indicated, painting is not required on surfaces in inaccessible areas.
- E. Definitions:
 - 1. "Paint," as used herein, means coating systems materials including primers, emulsions, epoxy, enamels, stain, sealers, fillers, and other applied materials whether used as prime, intermediate, or finish coats.

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. All coating preparation and application shall be performed by a Contractor with a minimum of five (5) years experience in working on similar projects. Upon request, Contractor shall supply five (5) successful project descriptions and references with contact information.
- C. Paint coordination:
 - 1. Provide finish coats which are compatible with the prime coats actually used.

2. Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the various substrata.
 3. Upon request, furnish information on the characteristics of the specific finish materials to assure that compatible prime coats are used.
 4. Provide barrier coats over non-compatible primers, or remove the primer and re-prime as required.
 5. Notify the Engineer in writing of anticipated problems in using the specified coating systems over prime-coatings supplied under other Sections.
 6. Apply paint of specified Dry Film Thickness (DFT), which thickness shall be absolute minimum coverage at any point of measurement.
- 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

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 14 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. Product data sheets shall be provided for all paint to be utilized, and include but not be limited to:
 - a. Description
 - b. Typical use
 - c. Primer
 - d. Top coat
 - e. Surface preparation and profile
 - f. Finish
 - g. Solids by volume
 - h. VOC content
 - i. Theoretical coverage
 - j. DFT
 - k. Curing time
 - l. Performance criteria
 - m. Shipping and storage
 - n. Application and information
 - o. NSF approval (where required)
 - p. Safety data
 3. Color cards.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.
- B. Comply with manufacturer's storage and handling instructions.

1.5 JOB CONDITIONS

- A. Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45° F, unless otherwise permitted by the manufacturers' printed instructions as approved by the Engineer.
- B. Weather conditions:
 - 1. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces, unless otherwise permitted by the manufacturers' printed instructions as approved by the Engineer.
 - 2. Applications may be continued during inclement weather only within the temperature limits specified by the paint manufacturer as being suitable for use during application and drying periods.

PART 2 - PRODUCTS

2.1 PAINT MATERIALS

- A. Acceptable materials:
 - 1. The Painting Schedule in Part 3 of this Section is based, in general, on products of Tnemec Company, Inc.
 - 2. Equal products of, Rust-Oleum, Sherwin Williams, or other manufacturers approved in advance by the Engineer, may be substituted in accordance with provisions of the Contract.
 - 3. Where products are proposed other than those specified by name and number in the Painting Schedule, provide under the product data submittal required by Article 1.3 of this Section a new painting schedule compiled in the same format used for the Painting Schedule included in this Section.
- B. Undercoats and thinners:
 - 1. Provide undercoat paint produced by the same manufacturer as the finish coat.
 - 2. Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits.
 - 3. Insofar as practicable, use undercoat, finish coat, and thinner material as parts of a unified system of paint finish.
- C. Moisture mitigation products
 - 1. Provide if directed by Owner, Engineer, or if moisture content is too high to apply coating system and project schedule may be delayed
 - a. Cast-in-place concrete
 - i) Provide moisture vapor reduction system as an undercoat
 - ii) Shall be compatible with all other provided coating systems, and as manufactured by Koster American Corporation, Virginia Beach, Virginia, Koster VAP I 2000 Fast Set (FS), or approved equal.
 - iii) Cure duration: 4-hours or less

- iv) Perm rating: 0.05 grains/sf/hour in Hg⁻¹
- v) Solids content: 100%

2.2 COLOR SCHEDULES

- A. The Engineer will prepare a color schedule from the approved manufacturer's color cards.
- B. The Engineer may select, allocate, and vary colors on surfaces throughout the Work.

2.3 APPLICATION EQUIPMENT

- A. For application of the approved paint, use only such equipment and procedures as is recommended by the manufacturer of the particular paint, and as approved by the Engineer.
- B. Prior to use of application equipment, verify that the proposed equipment is actually compatible with the material to be applied, and that integrity of the finish will not be jeopardized by use of the proposed equipment.

2.4 COLOR CODING (Pipes and Equipment)

- A. Color coding shall consist of standard color code painting as specified in this Section. All exposed pipelines for the transportation of chemicals (gas or liquid), potable and non-potable water including accessories such as valves, fittings and pipe coverings shall be painted.
- B. All hangers, pipe supports, braces, and floor stands, shall be painted with the same paint and color as the pipe it is supporting.
- C. The piping system shall be painted up to but not including the flange attached to the mechanical equipment.

2.5 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. Prior to planning for painting, examine all surfaces to insure they are clean and dry, and in strict compliance with the paint manufacturer's surface preparation requirements.
- B. For concrete and masonry, a minimum of 28 days cure time is recommended prior to painting.

- C. Concrete must be dry prior to painting and testing such as taping polyethylene to surface to see if moisture accumulates shall be conducted.
- D. Ambient temperature shall be within the paint manufacturer's recommendations, prior to, during application and throughout curing period.
- E. On interior surfaces, relative humidity shall be controlled prior to, during application and throughout curing period.

3.2 MATERIALS PREPARATION

- A. General:
 - 1. Mix and prepare paint materials in strict accordance with the manufacturers' recommendations as approved by the Engineer.
 - 2. When materials are not in use, store in tightly covered containers.
 - 3. Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.
- B. Mixing:
 - 1. Mix single and two-component paint to the manufacturer's recommendations.
 - 2. Thin only to manufacturer's recommendations.
 - 3. Mix only that portion of paint that can be easily applied within the pot life period as per the manufacturer's recommendations.
 - 4. Do not stir into the material any film which may form on the surface, but remove the film and, if necessary, strain the material before using.

3.3 SURFACE PREPARATION: NEW EQUIPMENT AND MATERIALS

- A. General:
 - 1. Perform preparation and cleaning procedures in strict accordance with the paint manufacturers' recommendations as approved by the Engineer.
 - 2. Remove removable items which are in place and are not scheduled to receive paint finish; or provide surface applied protection prior to surface preparation and painting operations.
 - 3. Following completion of painting in each space or area, reinstall the removed items by using workmen who are skilled in the necessary trades.
 - 4. Clean each surface to be painted prior to applying paint on surface treatment.
 - 5. Remove oil and grease with clean cloths and cleaning solvent of low toxicity and flash point in excess of 200 degrees F, prior to start of mechanical cleaning.
 - 6. Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet, newly painted surfaces.
 - 7. Conduct all surface preparation in strict compliance with all Local, State and Federal health, safety and Environmental Laws, Rules and Regulations.

- B. Preparation of concrete surfaces: Finish of concrete surface shall be as specified in Section 03345. Do not proceed with any paint preparation work until the specified finish is as specified.
1. Remove all chemical compounds, curing agents, surface hardeners, waxes, oils or other contaminants by sandblasting (SP-7), or other approved methods. After surface preparation, remove all dust and grit and vacuum area.
 2. Smooth concrete surfaces exposed to view using proper techniques
 3. All form ties shall be ground down and grouted smooth.
 4. All imperfections and holes in the concrete surfaces shall be grouted and finished to provide a uniformly smooth surface prior to applying finishes.
 5. Concrete substrate shall be tested for moisture in accordance with paint manufacturer's requirements. Test results shall be submitted to Engineer.
 6. Apply coating as soon as possible after preparation.
- C. Gas Piping and Fittings
1. Clean surface of all markings, oils and grease through chemical means.

3.4 PAINT APPLICATION

- A. General:
1. Apply prime, intermediate and finish coats of paint in strict compliance with the manufacturer's recommendations.
 2. Apply prime and intermediate coats of paint before any equipment, panels, conduits, hangers, or the like are installed.
 3. During application of paint, comply with all Local, State and Federal Health Safety and Environmental Laws, Rules and Regulations.
 4. Utilize only methods and equipment as recommended by paint manufacturer.
 5. Provide adequate ventilation during paint application.
 6. Touch-up shop-applied prime coats which have been damaged, and touch-up bare areas prior to start of finish coats application .
 7. Slightly vary the color of succeeding coats.
 - a. Do not apply additional coats until the completed coat has been inspected and approved.
 - b. Only the inspected and approved coats of paint will be considered in determining the number of coats applied.
 8. Sand and dust between coats to remove defects visible to the unaided eye from a distance of five feet.
 9. On removable panels and hinged panels, paint the backsides to match the exposed sides.
- B. Primer
1. All priming shall be in compliance with the manufacturer's recommendations.
 2. Surface preparation shall be completed and surfaces shall be clean and dry.

- C. Drying:
1. Allow sufficient drying time between coats, modifying the period as recommended by the material manufacturer to suit adverse weather conditions.
 2. Consider oil-base and oleo-resinous solvent-type paint as dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and when the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- D. Brush applications:
1. Brush out and work the brush coats onto the surface in an even film.
 2. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.
- E. Spray application:
1. Except as specifically otherwise approved by the Engineer, confine spray application to metal framework and similar surfaces where hand brushwork would be inferior.
 2. Where spray application is used, apply each coat to provide the hiding equivalent of brush coats.
 3. Do not double back with spray equipment to build up film thickness of two coats in one pass.

3.5 ITEMS TO BE PAINTED include, but are not limited to the following:

- A. New metals
1. Gas piping
- B. New interior non-metal surfaces
1. Concrete Generator Pad

3.6 PAINTING SCHEDULE

- A. Provide the following paint finishes.
1. Structural Steel and Exterior Ferrous Metals:
 - a. Primer Series 90-97 Tneme-Zinc (3.5 Mils DFT)
 - b. Intermediate Series 27FC Typoxy (3.0 Mils DFT)
 - c. Finish Series 73 Endurashield (3.0 Mils DFT)
 2. Interior Ferrous Metals (Non-Galvanized):
 - a. Primer Series 37H Chem-Prime (2.5 Mils DFT)
 - b. Intermediate Series 66 Expoxoline (3.0 Mils DFT)
 - c. Finish Series 66 Expoxoline (3.0 Mils DFT)
 3. Interior Concrete – Generator Pad
 - a. Primer Series 156 Enviro-Crete (6.0-8.0 Mils DFT)
 - b. Finish Series 156 Enviro-Crete (6.0-8.0 Mils DFT)

3.8 COLOR CODING AND PIPE MARKINGS

- A. Colors noted in the legend shall be picked from the approved manufacturer's color chart:

<u>Legend</u>	<u>Color</u>
Gas	Red
Raw Water (RW)	Marine Blue
Waste (W)	Light Brown

3.8 TOUCHUP

- A. Prior to request for final payment, Contractor shall touch-up all areas painted which have been damaged or permanently soiled .
1. Contractor shall also touch-up paint on all equipment provided with finish coatings which may have been damaged in transport or installation.

END OF SECTION

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DIVISION 15 - MECHANICAL

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SECTION 15066

STAINLESS STEEL PIPE AND FITTINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide all the stainless steel pipe, fittings and appurtenances as required by the Contract Documents, including but not limited to the engine exhaust system.
- 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 16620 Packaged Engine Generator Systems

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. All of the stainless steel pipe and fittings shall be furnished by a single manufacture who is experienced in the manufacture of the pipe and fittings.
- 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 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.
 - 3. Shop drawings showing piping layouts, dimensions, location of supports and braces, interface with piping and equipment furnished under other Sections of this Specification.

PART 2 - PRODUCTS

2.1 PIPE

- A. Provide Schedule 10 pipe manufactured by the seamless process from 304L stainless steel confirming to ASTM A312.
- B. All lengths shall be marked with their gage and type of stainless steel.
- C. All piping to have welded joints except connection to muffler.

2.2 FITTINGS AND SLEEVES

- A. Provide Schedule 10 fittings, Class CR, manufactured by the seamless process from 304L stainless steel conforming to ASTM A403.
- B. Sleeve through masonry wall to be stainless steel.

2.3 GASKETS

- A. Provide full-face gaskets manufactured from EPDM.

2.4 BOLTS AND NUTS

- A. Bolts for flange bolting shall be manufactured from 316 stainless steel conforming to ASTM F593, Group 2.
- B. Nuts for flange bolting shall be manufacturing from 316 stainless steel conforming to ASTM F594, Group 2.

2.5 INSULATION

- A. The entire interior exhaust system, including muffler and exhaust pipe from engine outlet to muffler and after muffler to wall, shall be insulated after it has been installed. The insulation shall be:
 - 1. Noncombustible
 - 2. Four (4) inches thick, held in place with stainless steel banding.
 - 3. Shall be jacketed with an aluminum jacket of 0.016 inch thickness, lapped with a minimum of three (3) inches and secured with aluminum screws.
 - 4. No asbestos or asbestos bearing products shall be used.

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 COORDINATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.

3.3 INSTALLATION

- A. General: The exhaust system (pipe fittings, sleeves, etc.) shall be shop fabricated and welded except for field assembly connection, connections to equipment, and where shown otherwise on the drawings shall be flanged .
 - 1. All piping shall be installed to the proper line and grade and be rigidly supported.
 - 2. Piping shall run parallel and at right angles to walls and ceilings.
 - 3. Cut pipe ends shall be smooth and at right angles to the axis of the pipe.
 - 4. Field welding of this system shall be kept to a minimum. All welding shall be by the MIG or TIG method. Butt welds shall have full penetration.
 - 5. All welding shall be performed by welders certified in welding stainless steel pipe.
 - 6. Weld brushes shall be of stainless steel and only used on stainless steel. All discoloration and deposits left by welding shall be removed by pickling.
- B. The complete exhaust system shall include installation of all piping, flanges, fittings, silencer, sleeve through the wall (sized to accommodate the exhaust pipe, and all associated hangers, brackets, supports expanded metal and clamps for a complete and operable system.
 - 1. Include high temperature insulation material where exhaust goes through the wall.
 - 2. Plug existing hole in wall.

END OF SECTION

SECTION 15094

PIPE HANGERS AND SUPPORTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide pipe hangers and supports 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 15066 Stainless Steel Pipe and Fittings
 - 3. Section 16620 Package Engine Generator System

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. Hangers and supports shall be of an approved standard design capable of supporting the load under all operating conditions.
- C. All pipe and appurtenances connected to equipment shall be supported in such a manner as to prevent any strain being imposed on the equipment. When manufacturers have indicated requirements that piping loads shall not be transmitted to their equipment, submit certification stating that such requirements have been complied with.
- D. Codes and regulations:
 - 1. In addition to complying with the specified requirements, comply with pertinent regulations of governmental agencies having jurisdiction.
 - 2. In the event of conflict between or among specified requirements and pertinent regulations, the more stringent requirement will govern.
- 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. 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, catalog cuts, and other data needed to prove compliance with the specified requirements;
 - 3. Shop drawings and other data as required to indicate method of installing and attaching equipment, except where such details are fully shown on the Drawings.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 PRODUCTS

- A. Unless otherwise specified here, pipe hangers and supports shall be manufactured by Grinnell Co., Inc., Carpenter and Patterson, Inc., or equal. Any references to a specific figure number of a specific manufacturer is for the purpose of establishing a type and quality of product and shall not be considered as proprietary. Any item comparable in type, style, quality, design and performance will be considered for approval.

2.2 HANGERS AND SUPPORTS SCHEDULE:

- A. Hangers (Catalog numbers refer to Grinnell)

<u>Pipe Size</u>	<u>Fig. No.</u>
Less than 1/2-inch	138R
1/2-inch thru 1-inch	97C
1-inch thru 4-inch	104
4-inch and larger	590

- B. Hanger Rods

- 1. Hanger rods shall be continuous threaded rod. Strength of the rod shall be based on root diameter.

<u>Pipe Size</u>	<u>Min. Rod Dia.</u>
Less than 2-inches	3/8"
2-inches thru 4-inches	1/2"
4-inch	5/8"
6-inch	3/4"
8-inch thru. & incl. 12-inch	7/8"

- 2. All rigid hangers shall provide a means of vertical adjustment after erection.

- C. Adjustable Pipe Support

- 1. Adjustable pipe supports shall be equal to Grinnell Fig. No. 264.

2. Supporting pipe shall be schedule forty (40) galvanized steel pipe with a flange base.
- D. Wall supported pipes (two (2) inch and smaller)
 1. Shall be supported by brackets equal to Grinnell Figure No. 213.
- E. Wall supported pipes (larger than two (2) Inches)
 1. Shall be supported by welded steel brackets equal to Grinnell Figure No's 194, 195 and 199 as required.

2.3 FASTENERS AND INSERTS

- A. Fasteners shall be equal to Hilti Drop-In Anchors, Star, Drop-Grip Anchors or equal.
- B. Inserts shall be equal to P3200 Series by Unistrut.

2.4 FINISHES

- A. All rods, clamps, hangers, inserts, anchor bolts, brackets and components for non stainless steel piping shall be furnished with galvanized finish. Interior clamps on plastic pipe shall be plastic coated. Supports for copper pipe shall be copper plated or shall have a 1/16-inch plastic coating. All rods, clamps, hangers, inserts, anchor bolts, brackets and components for the support of stainless steel piping shall be Type 316 stainless steel, unless otherwise noted on the Drawings.

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. All piping shall be rigidly supported from structures by approved hangers, inserts, or supports with provisions for expansion or contraction.
 1. No piping shall be supported from other pipes.
 2. Continuous metal inserts shall be embedded flush with the concrete surface.
- B. Pipe supports shall be provided as follows and as shown on the Drawings :
 1. Ductile iron shall be supported at a maximum support spacing of ten (10) feet, with a minimum of one support per pipe section at the joint.
 2. Supports for PVC shall be as recommended by the manufacturer except that support spacing shall not exceed three (3) feet.
 3. Support spacing for copper tubing shall not exceed five (5) feet.

4. Support spacing for stainless steel piping shall not exceed eight (8) feet.

END OF SECTION

SECTION 15400

PLUMBING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide plumbing as required by the Contract Documents, including, but not necessarily limited to:
 - 1. Natural gas piping system.
- 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 16620 Package Engine Generator System

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled licensed 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. Codes and regulations :
 - 1. In addition to complying with the specified requirements, comply with pertinent regulations of governmental agencies having jurisdiction.
 - 2. In the event of conflict between or among specified requirements and pertinent regulations, the more stringent requirement will govern.
 - 3. Give notices, file plans, obtain permits and licenses, pay fees and back-charges, and obtain necessary approvals from authorities having jurisdiction, and as required by the Contract Documents.
- C. Drawings
 - 1. The Drawings are diagrammatic and indicate the general arrangement of systems and work included in the Contract. Information and components shown on riser diagrams but not shown on plan risers, or vice versa, shall apply or be provided as if shown on both. It is not intended to specify or to shown every offset, fitting, or component; however, it is the intent of these Contract Documents that all required components and materials whether or not indicated or specified shall be provided in such a manner as to make the entire Plumbing installation fully complete and operational in all respects.

2. All piping shall be installed as closely as possible to walls, ceilings and other structural parts (consistent with proper spacing for covering, removal of pipe, and access to accessories, such as, valves, strainers, etc.) so as to occupy the minimum space, and all offsets and fittings required to accomplish this shall be furnished without additional expense to the Owner.
- 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 60 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, catalog cuts, and other data needed to prove compliance with the specified requirements;
 3. Shop Drawings and other data as required to indicate method of installing and attaching equipment, except where such details are fully shown on the Drawings.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 PIPE

- A. Gas piping (Natural Gas Above Ground)
 1. Schedule 40 black steel pipe with malleable iron screwed fittings.
 2. Pipe and fittings shall conform to ASTM A-120.

2.2 VALVES

- A. General
 1. Valves in general shall be of the same manufacturer throughout, unless noted otherwise. Valves shall be equal to those manufactured by Conbraco Apollo, Nibco or Watts.
 2. Control valves shall be installed at the bottom of all potable water service risers and as noted on the drawings.
 3. Control valves shall be grouped and located so they may easily be operated adjacent to equipment.

- B. Gas Valves: Provide 600# WOG, 316 SS Ball and Stem, blow-out proof stem design, RPTFE seats and stuffing box ring, with adjustable packing gland. Provide 70 Series (70-140) standard port threaded ball valves, as manufactured by Conbraco Apollo, meeting Owner's System-Wide Standardized Requirements. Products of equal material quality, durability, appearance, strength, general design, function and performance in substantial conformance with the qualities of the standardized item may be considered upon submittal of a written request to the Awarding Authority's representative.

2.3 SECONDARY GAS REGULATOR

- A. Provide secondary stage gas regulator at new generator to regulate the incoming pressure down to the acceptable pressure requirement for the generator.

2.4 HANGERS, SUPPORTS AND ANCHORS

- A. Provide commercial quality products as manufactured by Carpenter and Patterson or ITT Grinnell, as required for each particular application.
 - 1. All hangers and supports shall be hot dip galvanized or stainless steel except for items specified to be copper or plastic coated.
- B. Anchors
 - 1. All anchoring devices shall be hot-dip galvanized or stainless steel.
 - 2. No powder actuated anchors shall be allowed.

2.5 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 INSTALLATION

- A. All the items specified under this Section shall be installed according to the applicable manufacturer's recommendations, and as required by the Contract Documents.

3.2 PLUMBING SYSTEM LAYOUT

- A. Lay out the plumbing system in careful coordination with the Drawings, determining proper elevations for all components of the system and using only the minimum number of bends to produce a satisfactorily functioning system.
- B. Follow the general layout shown on the Drawings in all cases except where work may interfere.

2. Thoroughly clean items before installation. Cap pipe openings to exclude dirt until fixtures are installed and final connections have been made.
3. Cut pipe accurately, and work into place without springing or forcing, properly clearing windows, doors, and other openings. Excessive cutting or other weakening of the building will not be permitted.
4. Show no tool marks or threads on exposed plated, polished, or enameled connections from fixtures. Tape all finished surfaces to prevent damage during construction.
5. Make changes in directions with fittings; make changes in main sizes with eccentric reducing fittings. Unless otherwise noted, install water supply and return piping with straight side of eccentric fittings at top of the pipe.
6. Run horizontal sanitary and storm drainage piping at a uniform grade of 1/4-inch per foot, unless otherwise noted. Run horizontal water piping with an adequate pitch upwards in direction of flow to allow complete drainage.
7. Provide sufficient swing joints, ball joints, expansion loops, and devices necessary for a flexible piping system, whether or not shown on the Drawings.
8. Support piping independently at pumps, coils, tanks, and similar locations, so that weight of pipe will not be supported by the equipment.
9. Pipe the drains from pump glands, drip pans, relief valves, air vents, and similar locations, to spill over an open sight drain, floor drain, or other acceptable discharge point, and terminate with a plain end pipe cut at a 45° bias 6-inches above the drain.
10. Securely bolt all equipment, isolators, hangers, and similar items in place.
11. Support each item independently from other pipes. Do not use wire for hanging or strapping pipes.
12. Provide complete dielectric isolation between ferrous and non-ferrous metals.
13. Provide union and shut off valves suitably located to facilitate maintenance and removal of equipment and apparatus.
14. Licensed Gasfitter to coordinate supply pipe sizing and pressure regulator selection with Owner's natural gas supplier to ensure required fuel gas at sufficient pressure is supplied to the engine generator outside.
15. The general BTU/Hr fuel gas consumption ratings for interior fixtures are indicated within the applicable specification sections, plumber to obtain actual consumption rate from equipment approvals.

B. Equipment Access:

1. Install piping, equipment, and accessories to permit access for maintenance. Relocate items as necessary to provide such access, and without additional cost to the Owner.

3.4 PIPE JOINTS

A. Screwed piping :

1. Deburr cuts.
 - a. Do not ream exceeding internal diameter of the pipe.
 - b. Thread to requirements of ANSI B2.1.

2. Use Teflon tape on male thread prior to joining other services.
- B. Leaky joints:
1. Remake with new material.
 2. Remove leaking section and/or fitting as directed.
 3. Do not use thread cement or sealant to tighten joint.

3.5 HANGERS, ANCHORS AND INSERTS

- A. Provide as required for each particular application, as per Section 15094 of these specifications.
- B. Do not drill insert anchors into floor; support piping from walls.
- C. Hangers shall support piping from building structure to maintain required grade and pitch of pipe lines, prevent vibration, secure piping in place, and provide for expansion and contraction. Hangers shall be secured to inserts whenever practical.
- D. Vertical brackets shall be used where horizontal piping is racked along walls. Hangers for insulated piping shall be outside insulation with 12-inch long galvanized insulation shields.
- E. Hanger rods shall be connected to beam clamp, UL approved concrete inserts, or Phillips, or approved equal, expansion shields as required to attach to building construction. No ram-set or shot shields will be allowed.
1. Provide sway bracing on hangers longer than 18-inches.
- F. Hanger spacing shall conform to requirements of state and local plumbing codes. In no case shall horizontal piping be supported at intervals greater than 8 ft.-0 in.
- G. Provide insulation continuous through hangers and rollers. Protect insulation by galvanized steel shields.
- H. Arrange pipe supports to prevent excessive deflection, and to avoid excessive bending stress.
- I. Support piping from inserts or anchors in concrete slabs. Provide the inserts under this Section and arrange for the placing under Section 03300 of these Specifications.

3.6 VALVES

- A. Provide valves in gas systems. Locate and arrange so as to give complete regulation of apparatus, equipment and fixtures.
- B. Provide valves in at least the following locations:
1. Where shown on the Drawings.
- C. Locate valves for easy accessibility and maintenance .

1. Control valves to all equipment and fixtures shall be installed, grouped and located so they will be easily operated, through access panels, doors, or adjacent to equipment.
2. Valves shall be installed in horizontal to upright position and shall not be installed in down position from the horizontal.

3.7 OTHER TESTING AND ADJUSTING

- A. Provide personnel and equipment, and arrange for and pay the costs of, all required tests and inspections required by governmental agencies having jurisdiction.

3.8 CLEANING

- A. At the completion of the Work of this Section:
 1. Clean all fixtures, equipment, apparatus and exposed trim.
 2. Protect this work during construction. All finished work which is damaged shall be replaced.

END OF SECTION

SECTION 15500

HEATING, VENTILATING AND AIR CONDITIONING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide ventilating systems as shown on the Drawings, specified herein and as needed for a complete and proper installation including, but not necessarily limited to:
 - 1. Motor for Existing Operated Louver
 - 2. Exhaust Fans
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Section in Division 1 of these Specifications.
 - 2. Division 16 Electrical

1.2 INTERPRETATION OF DRAWINGS

- A. All work shown on the Drawings is intended to be approximately correct to scale, but figured dimensions and detailed drawings are to be followed in every case. The Drawings shall be taken in a sense as diagrammatic. Size of pipes and methods of running them are shown but it is not intended to show every offset and fitting, nor every structural difficulty that may be encountered. To carry out the true intent and purpose of the Drawings all necessary parts to make complete approved working systems ready for use shall be furnished without extra charge. All work shall be installed in such a manner to avoid being unsightly.
- B. Locations shown on the Drawings are approximate and it is intended that all equipment shall be located in accordance with the general and detail Drawings of the construction proper. All measurements shall be taken at the site.

1.3 ORDINANCES, PERMITS AND CODES

- A. All the work of this Section shall be installed in accordance with the laws, ordinances and rules and regulations of the local and state authorities which have jurisdiction and in compliance with the rules and regulations of the pertinent public utilities serving the structure.
- B. Obtain all the required permits and pay all associated fees for the work of this Section.

1.4 EXECUTION

- A. Cooperation with other Trades.

1. The General Contractor, before beginning his work, shall confer with the Subcontractors for plumbing, electrical work, and other trades, relative to the location of pipes, ducts or any fixtures or apparatus to be installed, and is to select his locations so as not to conflict with the work and rights of Subcontractors. In case of conflict, notify the Engineer immediately and request a decision so that there shall be no delay in the installation of the work. Any work done or materials placed in position in violation of this clause shall be readjusted at the expense of the General Contractor.

1.5 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.

1.6 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 14 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 1. Drawings showing proposed layout of equipment, ducts, registers, grilles, controls, and other components of the system;
 2. Manufacturer catalogs, samples, and other items needed to fully demonstrate the quality of the proposed materials and equipment.
- C. Upon completion of this portion of the Work, and as a condition of its acceptance, deliver to the Engineer two copies of an operation and maintenance manual compiled in accordance with the provisions of Section 01730 of these Specifications.

1.7 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 LOUVER/DAMPER

- A. Provide motor to replace existing motor operated intake louver. Furnish and install where indicated on the Drawings.
 - a.

- B. Electric Operators: Shall be Belimo actuators as supplied by Construction Specialists Inc. or equal.
1. Shall be two position with manual override.
 2. Intake: Fail-safe actuator: power open, spring return, fail-safe open
 3. 24V power supply, 60 Hertz, single phase.
 4. Shall have an auxiliary limit switch (SPDT).
 5. Provide the following time settings in seconds: 1. Open 2. Close 3. Fail-safe
 6. These times shall be provided in the submittal process and shall be reflected in the true times associated with the provided louver.

2.2 EXHAUST FAN

- A. Shall be two (2) wall exhaust fan for generator room as manufactured by Greenheck, Wisconsin, Direct Drive Model CW-180-VG or equal: Industrial centrifugal direct drive fan with the following attributes:
1. Sidewall mounted application.
 2. Each fan to bear a permanently affixed manufacturer's engraved metal nameplate containing model number and individual serial number.
 3. Fan to have Baked Enamel, color to be gray.
 4. Minimum of 2,200 cfm at 0.55 inches W.G. static pressure.
 5. Motor shall be open drip proof, 2-speed (1800/1200 RPM), 2-winding, ball bearing, 115 VAC, 60 hertz, horsepower as required by selected fan.
 6. Discharge air directed away from the mounted surface.
 7. Aluminum non-overloading, backward inclined centrifugal wheel, statically and dynamically balanced to AMCA Standard 204-05.
 8. Wheel cone and fan inlet shall be matched and shall have precise running tolerances for maximum performance and operating efficiency.
 9. Heavy gauge spun aluminum weather proof housing.
 10. Aluminum bird screen protecting fan discharge.
- B. Exhaust Fan Accessories
1. Gravity damper for generator room exhaust fan, approximate opening size 15.5" x 16".
 - a. Balanced for minimum resistance to flow
 - b. Galvanized frames with prepunched mounting holes for surface mounting of frame.
 2. 2-Speed fan motor switch.

2.3 ELECTRICAL WORK

- A. Electrical work completed under Division 16.
1. Provide wire, devices and power to fans and louver.
 2. 2 speed switches in fan control panel.

2.4 GENERATOR LOUVER SHUTTER

- A. Provide a gravity operated exhaust shutter and fixed louver, as sized on the Drawings. Furnish and install where indicated on the Drawings shall be Drainable Mullion Louver.
1. Heads, sills, jambs and mullions shall be one-piece structural members of 6063-T62 alloy with integral caulking slots and retaining beads. Mullions shall be sliding interlock type.
 2. Extrusion thicknesses shall be as follows:
 - a. Heads, sills, jambs and mullions: 0.81" (2.06 mm)
 - b. Fixed blades: 0.81" (2.06 mm)
 - c. Operating blades: 0.81" (2.06 mm)
 - d. All fasteners to be aluminum or steel.
 3. All louvers to be furnished with 5/8-inch (15.87 mm) flattened expanded mesh, aluminum bird screen with a .055" (1.4 mm) thick extruded aluminum frame.
 - a. Screen and screen frames to be standard mill finish.
 4. Operating blades shall have 1/2-inch diameter, zamac alloy pinions operating in self-lubricating nylon bearings. All operating blades shall be operated by concealed drive arms at each jamb and mullion, and assembled with stainless steel shoulder rivets. Drive arms to be interconnected by a 5/8-inch (15.88 mm) diameter torque bar.
 5. Louver and shutter blades and sills shall be equipped with vinyl gaskets.
 6. Louver shall be finished with C/S Kynar 500®/Hylar 5000®, a minimum 1 mil. (.025 mm) thick full strength 70% resin Fluoropolymer coating.
 - a. All finishing procedures shall be one continuous operation in the plant of the manufacturer.
 - b. The louver manufacturer shall supply an industry standard 5-year limited warranty against failure of the Kynar 500®/Hylar 5000® finish.
 7. Shutter coating to be factory galvanized.
- B. Louver Colors
1. Shall be selected by the Engineer from the manufacturer's standard colors."

2.5 DUCTWORK

- A. Provide intake duct for the Generator room exhaust fan.
- B. Duct Material
1. All ducts except as specified or shown otherwise shall be constructed of G-60 coated galvanized steel of lockforming grade conforming to ASTM A653 and A924 standards. Minimum yield strength for the steel sheet and reinforcement is 30,000 psi.
 2. Provide soft elastomer butyl or extruded forms of sealant to seal duct to wall joint.
- C. Ductwork to include a curved hood transitioning to a rectangle duct running down the wall approximately three (3) below the exit of the transition hood.
- D. Duct to be anchored to the wall to avoid vibration and provide adequate support of the duct work.
- E. Duct to be 18" wide by 16" deep. "

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 COORDINATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.

3.3 INSTALLATION

- A. Installation shall be in strict accordance with the best practice of the involved trades and with the respective manufacturer's instructions and recommendations.
- B. Electrical Connection
 - 1. Electrical connections shall be made under Division 16. This work shall involve, but not be limited to:
 - a. Fan control panel furnished and installed under Division 16.
 - b. Providing wire and power for all fans and louver.

3.4 INSTRUCTIONS

- A. Upon completion of this portion of the Work, and prior to its acceptance by the Owner, provide a qualified engineer and fully instruct the Owner's maintenance personnel in the proper operation and maintenance of items provided under this Section.

3.5 TESTING AND ADJUSTING

- A. Test and adjust each piece of equipment and each system as required to assure proper balance and operation including but not limited to the following:
 - 1. Exhaust fans
 - 2. Motor operated dampers

END OF SECTION

INDEX

DIVISION 16 - ELECTRICAL

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SECTION 16000

ELECTRICAL – GENERAL PROVISIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: The work to be done under this Division is included in the following Sections:
1. Section 16000 Electrical – General Provisions
 2. Section 16110 Raceways and Fittings
 3. Section 16120 Wires and Cables
 4. Section 16191 Miscellaneous Equipment
 5. Section 16415 Transfer Switch
 6. Section 16620 Package Engine Generator system
 7. Section 16720 Fire Alarm Systems
- B. Related Work:
1. Documents affecting work of this Division include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
- C. Connections
1. The electrical contractor shall provide the necessary devices to make connections to equipment furnished by other Sections and not necessarily limited to the above mentioned Sections.
 2. It is the intent of these Specifications that the electrical system shall be suitable in every way for the service required. All material and all work which may be reasonably implied as being incidental to the work of this Division shall be furnished at no extra cost.
 3. It shall be the responsibility of the Electrical Contractor to remove existing equipment and replace with upgraded equipment as outlined on the Drawings and Specifications. The proper disposal shall be the responsibility of the Electrical Contractor.
- D. Scope of Work
1. See Section 01010 for work.
 2. Furnish all labor, materials, equipment and incidentals required to make ready for use a complete electrical system as required by the Contract Documents. All electrical work to be performed by a licensed electrician.
 3. The work shall include furnishing, installing, and testing the equipment and materials specified in other sections of the Division 16 Specifications and shown on the Drawings.
 4. Grounding requirement should meet the utility requirements standards listed in the NEC. Provide a power ground with appropriate bonding throughout the building.

5. The electrical raceways and other wiring methods must be submitted after the Contract is awarded to incorporate supports as required.
6. Contact shall be made in advance with the electrical inspector and the utility company regarding any requirements for the Town.

1.2 QUALITY ASSURANCE

- A. Use adequate number 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 Division.
- 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. All electrical work to be performed by a licensed electrician.

1.3 CODES, INSPECTION AND FEES

- A. All material and installation shall be in accordance with the latest edition of the National Electrical Code and the codes and ordinances of the Town of Natick.
- B. Pay all fees required for permits and inspections.
- C. All equipment, materials and systems shall be provided, designed, manufactured, finished, painted, tested, inspected, packaged, shipped, stored, installed, and connected, in accordance with the most stringent requirements of the National Electrical Code (NEC), the General Industry Standards of OSHA, and all local, county, state and federal laws; and in accordance with the published codes, standards and specifications of the following organizations:
 1. ANSE American National Standards Institute
 2. ASTM American Society for Testing and Materials
 3. ICEA Insulated Cable Engineers Association
 4. IEEE Institute of Electrical and Electronics Engineers
 5. ISA Instrument Society of America
 6. NEC National Electrical Code
 7. NEMA National Electrical Manufacturers Association
 8. NFPA National Fire Protection Association
 9. OSHA Occupational Safety and Health Administration of the U.S. Department of Labor
 10. U.L. Underwriters Laboratories, Inc.

1.4 TESTS

- A. Test all systems furnished under Division 16. Repair or replace all defective work; make all necessary adjustments to the systems and instruct the Owners personnel in the proper operation of the systems.

- B. The following minimum tests and checks shall be made prior to the energizing of the electrical equipment. A certified test report shall be submitted stating that the equipment and systems are in accordance with these Specifications and the manufacturers' job specifications, and that the equipment, systems and installations conform to all applicable codes, standards and specifications.
1. Over potential, high potential, insulation resistance, and conductor and shield continuity tests for wires and cables.
 2. Check all wire and cable terminations for tightness and torque values where specified.
 3. Carefully check interlocking, control and instrument wiring for each system, and/or part of a system to assure that the system will function properly as indicated by schematic and wiring diagrams.
 4. A certified test report shall then be submitted stating that the equipment and systems are in accordance with these Specifications and the manufacturers job specifications, and that the equipment, systems and installations conform to all applicable codes, standards and specifications.

1.5 SLEEVES

- A. Cast-in-place sleeves will be used for penetrating all new floors and foundation. Core drilling shall be required for installation of all conduits penetrating existing floors and walls. Hammer drilling of openings will not be permitted.
- B. Mechanical type seals equal to "Link Seal" shall be used to seal void between conduit and cored openings between wet well and other rooms.

1.6 INTERPRETATION OF DRAWINGS

- A. The electrical Drawings are diagrammatic and do not show the exact location of devices and conduit runs.
1. Each three phase circuit shall be run in a separate conduit unless otherwise shown on the Drawings.
 2. Any work installed contrary to or without approval by the Engineer shall be subject to change as directed by the Engineer, and no extra compensation will be allowed for making these changes.
 3. Surface mounted panel boxes, junction boxes, conduit, etc., shall be supported by spacers to provide a clearance between wall and equipment.
 4. All connections to equipment shall be made as required, and in accordance with the approved shop and setting drawings.
 5. Instrumentation, cables and wires shall be run in a separate conduit.
 6. The wiring system shall be of approved materials. These materials will include conduit, nipples, raceways, wireway, busway, cables, boxes, conductors and gutters as required. Wiring methods to be in accordance with the latest edition of the NEC. All wiring within cabinet shall be in non-metallic conduit - no wires shall be unenclosed.

- B. Investigate each space in the structure through which equipment must pass to reach its final location. If necessary, the manufacturer shall be required to ship his material in sections sized to permit passing through such restricted areas in the structure.
- C. The equipment shall be kept upright at all times. When equipment has to be tilted for ease of passage through restricted areas during transportation, the manufacturer shall be required to brace the equipment suitably to insure that the tilting does not impair the functional integrity of the equipment.

1.7 MATERIALS

- A. Provide only materials that are new, of the type and quality specified. Where Underwriters' Laboratories, Inc. has established standards for such materials, provide only materials bearing the UL label.
- B. Electrical equipment shall at all times during construction be adequately protected against mechanical injury or damage by water. Electrical equipment shall not be stored outdoors. Electrical equipment shall be stored in dry permanent shelters. If any apparatus has been damaged, such damage shall be repaired at no additional cost. If any apparatus has been subject to possibly injury by water, it shall be thoroughly dried out and put through such special tests as directed by the Engineer, or shall be replaced at no additional cost to the Owner.
- C. Damage to factory applied paint finish shall be repaired using touch-up paint furnished by the equipment manufacturer. The entire damaged panel or section shall be repainted per the field painting specifications at no additional cost to the Owner.

1.8 MANUFACTURER'S SERVICE

- A. Provide manufacturer's services for testing, start-up, and training for the equipment supplied including but not limited to engine generator and transfer switch.
- B. A factory representative, who has complete knowledge of operation and maintenance of the engine generator, shall be provided for minimum one (1) eight-hour day for startup, testing and to instruct representatives of the Owner on proper operation and maintenance, including start-up and shutdown procedures, safety and troubleshooting.
- C. A factory representative, who has complete knowledge of operation and maintenance of the Springvale transfer switch, shall be provided for minimum one (1) eight-hour day for startup, testing and to instruct representatives of the Owner on proper operation and maintenance, including start-up and shutdown procedures, safety and troubleshooting.

1.9 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 Division.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 - 3. Shop drawings for the motor control center, variable speed AC drive and all electrical equipment shown on drawings and detailed in specifications.
 - 4. Dimensional plan, sections and elevations showing means for mounting, conduit connections and grounding and showing layout of components.
 - 5. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used on the Work.
- C. Manual: Upon completion of Division 16 Work, and as a condition of its acceptance, deliver three copies of the operation and maintenance manuals compiled in accordance with the provisions of Section 01730 of these Specifications. Include within each manual:
 - 1. Copy of the approved Record Documents for each portion of Work under Division 16;
 - 2. Copies of all warranties and guaranties directories;

1.10 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

1.11 EQUIPMENT IDENTIFICATION

- A. All electrical items shall be identified as outlined below, and as specified in the Sections of this Division of the Specifications. Such identification shall be in addition to the manufacturer's nameplates and shall serve to identify the items function.
 - 1. All equipment shall be identified by means of laminated phenolic labels incised to show 1-inch high, white letters on a black background. Labels shall be fastened by means of 3/16 inch diameter, round head, stainless steel, self tapping screws. Equipment whose designation has been changed shall be labeled accordingly.
 - 2. Wires and cables shall be color coded and identified by means of fiber tags, as specified.
 - 3. Pull and junction boxes shall be identified by stenciling the names of the feeders or system wires and cables passing through them.

1.12 RECORD DRAWINGS

- A. As the work progresses, legibly record all field changes on a set of project Drawings. These drawings shall be given to the Engineer at the completion of the project.

1.13 ELECTRIC UTILITY (SPECIFICATIONS)

- A. Verify with the electric utility company municipal representative for field engineering requirements.

1.14 CLEANING UP

- A. Contractor shall take care to avoid accumulation of debris, boxes, crates, etc., resulting from the installation of his work. Contractor shall remove from the premises each day all debris, boxes, etc., and keep the premises clean.
- B. Contractor shall clean up all fixtures and equipment at the completion of the project.

END OF SECTION

SECTION 16110

RACEWAYS AND FITTINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide the complete raceway system as shown on the Drawings and as specified herein.
- B. Refer to Section 16000: General requirements for electrical work.
- C. Furnish all labor, materials, services, equipment and appliances required in connection with providing complete conduit system for conductors.

1.2 APPLICATIONS

- A. Except as otherwise noted on the Drawings, or hereinafter specified, the following shall apply:
 - 1. Non-metallic Schedule 80 conduit shall be used for all underground installations.
 - 2. Non-metallic Schedule 40 conduit shall be used for all building interior installations.
 - 3. All conduit of a given type shall be the product of one manufacturer.
 - 4. Unless noted otherwise on the Drawings or specified herein, all boxes shall be non-metallic.
 - 5. Exposed switch, outlet and control station boxes and fittings shall be non-metallic.
 - 6. Concealed switch, outlet and control station boxes shall be pressed steel.
 - 7. Terminal boxes, junction boxes, pull boxes, etc. used in areas designed as UL (NEMA) type 4 shall be non-metallic.
 - 8. Conduit wall seals shall be used where conduits penetrate walls, floors and other locations as noted on the Drawings.
 - 9. Conduit sealing bushings shall be used at the end of conduits at service pole risers. Provide weatherhead if required by power company.
 - 10. Liquidtight conduits and fittings shall be used to connect to all motors.

1.3 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.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

1.5 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. A complete parts list for all equipment furnished under this Section.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Non-Metallic Conduit (Interior)
 - 1. Shall be heavy wall, high impact strength rigid PVC conforming to the requirements of:
 - a. EPC-40 PVC conduit
 - b. NEMA TC-2
 - c. UL listed in accordance with Article 347 of the NEC for exposed use.
 - 2. Flammability rated as self-extinguishing and have the following minimum properties:
 - a. Tensile strength ASTM D 638 at 78 degrees F: 6,000 psi.
 - b. Flexural strength, ASTM-D 790: 11,000 psi
 - c. Compressive strength, ASTM D 2240
 - 3. Fittings for EPC-40-PVC conduit shall meet the requirement of NEMA TC 3.
 - 4. The conduit and fittings shall carry a UL label on each 10-foot length of conduit and stamped or molded on every fitting.
 - 5. Conduit, fittings and cement shall be produced by the same manufacturer to assure system integrity.
- B. Non-Metallic Conduit (Underground)
 - 1. Shall be heavy wall high impact strength rigid PVC conforming to the requirements of:
 - a. EPC - 80-PVC conduit
 - b. NEMA TC 2
 - c. UL listed in accordance with Article 347 of NEC for underground use
 - 2. Fittings for EPC-80-PVC conduit shall meet the requirements of NEMA TC 3.
 - 3. The conduit and fittings shall carry a UL label on each 10-foot length of conduit and stamped or molded on every fitting.
 - 4. Conduit, fittings and cement shall be produced by the same manufacturer to assure system integrity.

- C. Liquidtight, Flexible Metal Conduit, Fittings and Couplings
 - 1. Liquidtight, flexible metal conduit shall be LA-LOR as manufactured by Electri-Flex Company or equal.
 - 2. Fittings used with the flexible metal conduit shall be screw-in type as manufactured by Crouse Hinds Co., Raco or equal.
- D. Wiring Troughs
 - 1. Shall be UL type 4.
 - 2. Covers and bodies shall be fiberglass.
 - 3. Sealed seams with no holes or knockouts.
 - 4. Gasketed cover with captivated screws.
 - 5. Size as noted on the Drawings.
- E. Boxes and Fittings
 - 1. Shall be fiberglass reinforced.
 - 2. Terminal boxes, junction boxes, pull boxes, etc. shall be Schedule 40 fiberglass unless otherwise shown on the Drawings. Covers shall be gasketed and fastened with stainless steel screws.
 - 3. Conduit hubs shall be as manufactured by Appleton Electric Co., Rayco or equal.
- F. Conduit Mounting Equipment
 - 1. All bolts, screws nuts, washers and etc. shall be stainless steel.
 - 2. All wall hangers, clamps and etc. shall be non metallic. If non-metallic is not available on certain items, PVC coated hardware will be acceptable field applied PVC coatings shall not be acceptable.
 - 3. All threaded rod shall be stainless steel and no smaller in diameter than 3/8 inch.
 - 4. Unistrut shall be 1 5/8 inch in width and be hot dipped galvanized.
- G. Conduit Seals
 - 1. Conduit wall sleeve seals shall be Link-Seal as manufactured by Thunderline Corp.
 - 2. Bolts and nuts shall be stainless steel.
- H. Sleeves
 - 1. Shall be hot-dipped galvanized sized to accept the proper conduit seal.
- I. Hazardous rated materials required in chemical area.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General
 - 1. All non-metallic conduit and fittings shall be solvent cemented in accordance with the written manufacturer's instructions.
 - 2. Install in accordance with Article 352 of the NEC.

3. No conduit smaller than 1/2-inch electrical trade size shall be used, nor shall any have more than three 90-degree bends in any one run. Pull boxes shall be provided as required or directed.
4. No wire shall be pulled until the conduit system is complete in all details; in the case of concealed work, until all rough plastering or masonry has been completed; in the case of exposed work, until the conduit system has been completed in every detail.
5. The ends of all conduits shall be tightly plugged to exclude dust and moisture until wire is pulled. Immediately after pulling any wire, the box and enclosure covers shall be installed.
6. Conduit supports shall be spaced:
 - a. Rigid non-metallic in compliance with Article 352 of the NEC.
 - b. Rigid metal in compliance with Article 344 of the NEC.
7. Single conduits shall be supported by one-hole pipe clamps with back plates designed to raise the conduit from the surface. Multiple runs of conduits shall be supported on Unistrut members supported with threaded rod.
8. All conduits on exposed work shall be run at right angles to and parallel with the surrounding wall. No diagonal runs will be allowed. Bends in parallel conduit runs shall be concentric. All conduits shall be run perfectly straight and true.
9. Conduit terminating in pressed steel boxes shall have double locknuts and insulated bushings.
10. Conduit terminating in non-metallic boxes shall have terminal adapters (threaded ended by socket end).
11. Conduit terminating in gasketed enclosures shall be terminated with conduit hubs.
12. Conduits shall be installed using threaded fittings.
 - a. Wherever raw metal is exposed on the conduit (cutting of threads), the exposed metal shall be cleaned and given a coat of ZRC cold galvanizing compound.
13. Liquidtight flexible metal conduit shall be used for all motor terminations and other equipment where vibration is possible.
14. Signal Conduits
 - a. Signal conduits shall be separated from power conduits by a minimum of four (4) inches where possible runs shall cross each other at right angles.
 - b. Signal circuits shall not be contained in the same raceway of boxes with power, lighting or control circuits.
 - c. Signal circuits within equipment enclosures shall be separated from power, lighting or control circuits by containing the signal circuit in metal raceway.
15. Secure continuous grounding by bonding conductor throughout conduit systems.
16. Conduits shall be placed with minimum horizontal direction of travel. Vertical travel is the preferred direction. Conduit shall travel vertical through the ceiling and travel horizontal along the masonry wall in the ceiling. Plenum conduits shall not be run diagonally across the top of the ceiling.
17. Conduit travel is restricted in areas that will compromise the architecture structure of the building.
18. Provide touch-up compounds for coated raceways. In the event the PVC coated metal is damaged during raceways installation.

3.2 CLEANING

- A. Rod and swab embedded conduit after concreting and masonry work have been completed. If obstructions are encountered which cannot be removed, or if any condition exists which may result in damage to wires and cables pulled through the conduit, install a new conduit run at a location approved by the Engineer at no additional cost to the Owner.

END OF SECTION

SECTION 16120

WIRES AND CABLES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide all wire, cable and appurtenances as shown on the Drawings and as specified herein.
- B. Refer to Section 16000: General requirements for electrical work.
- C. Furnish all labor, materials, services, equipment and appliances required in connection with providing wire and cables for the building and associated connections for utility connection.

1.2 APPLICATIONS

- A. Except as otherwise noted on the drawings or hereinafter specified, the electrical conductors shall be copper, and conform to ASTM B-3 of soft annealed copper, the following shall apply:
 - 1. Building wire and cable shall be copper with 600 V insulation, THWN for branch circuitry and XHHW for feeders.
 - 2. Conductors shall be of soft drawn 98% minimum conductivity properly refined copper and stranded construction for all conductors.
 - 3. Exterior of wires shall bear repetitive markings along their entire length indicating conductor size, insulation type and voltage rating.
 - 4. Exterior of wires shall be color-coded, so as to indicate a clear differential between each phase and between each phase and neutral. In all cases, grounded neutral wires and cables shall be identified by the colors white or gray. In sizes and insulation types where factory applied colors are not available, wires and cables shall be color coded by the application of colored plastic tapes in overlapping turns at all terminal points, and in all boxes in which splices are made. Colored tape shall be applied for a distance of 6 inches along the wires and cables, or along their entire extensions beyond raceway ends, whichever is less.
 - 5. Final connections to motors shall be made with 18-inches of neoprene sheathed flexible conduit.
 - 6. Minimum branch circuit conductor size shall be No. 12 AWG installed in conduit. Motor control circuit wiring shall be minimum No. 14 AWG installed in conduit.

7. Fire alarm and security system wiring shall be No. 16 twisted non-shielded pairs for alarm and trouble circuits and a minimum of #14 AWG for device power, control and alarm annunciation circuits.
8. Other wires and cables required for the various systems described elsewhere in this Section of the Specifications shall be as specified herein, as shown on the Contract Drawings, or as recommended by the manufacturer of the specific equipment for which they are used all installed in conduit.

1.3 COLOR CODING OF CONDUCTORS

- A. Color code all supply cables and branch circuit conductors throughout the secondary alternating current wiring system as follows:

1.	<u>Conductor</u>	<u>480Y/277 Volts</u>	<u>120/208 Volts</u>	<u>120/240 Volts</u>
		Three Phase Y	Three Phase Y	Three Phase Delta
	Phase A	Brown	Black	Black
	Phase B	Orange	Red	Orange
	Phase C	Yellow	Blue	Blue
	Neutral	Gray or White	White or Gray	White or Gray
	Ground	Green w/yellow strip	Green	Green

2. Color code 120/240 volt, single phase as follows:
 - a. Phase A - Black - - - Phase B - Blue or red.
3. Branch circuit phase conductors No. 10 and smaller and all neutral and equipment conductors: Solid color insulation or solid color coating.
4. Solid color coatings and tracers: A strongly adherent paint or dye not injurious to the insulation and which will not be obliterated by pulling into a conduit or raceway.
5. On-site coloring of ends of conductor may be permitted by the Engineer upon receipt of satisfactory evidence that the Contractor is unable to order color-coded wire and cable as specified. Provide certification from the cable manufacturer that the paint or dye proposed for field application is non-injurious to the insulation. Colored tape may be used to mark the ends of conductors in lieu of paint or dye.

1.4 CONDUCTOR MARKINGS

- A. All conductors shall bear the markings of the Underwriter's Laboratories, the AWG size, the type of insulation, maximum permissible voltage, the manufacturers name and trademark.

1.5 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.

1.6 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. A complete parts list for all equipment furnished under this Section.

1.7 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Conductor Sizes: Standard American wire gauge sizes.
 - 1. All conductors shall be stranded copper.
 - 2. Copper shall be soft drawn copper.

2.2 600 VOLT WIRE

- A. Type XHHW shall be cross-linked polyethylene as manufactured by American Insulated Wire Corp., General Electric Co. or equal.
- B. Type THWN shall have PVC insulation with a nylon jacket as manufactured by American Insulated Wire Corp., General Electric Co., or equal.
- C. Type RHH shall be cross-linked polyethylene as manufactured by American Insulated Wire Corp., General Electric Co. or equal.

2.3 INSTRUMENTATION CABLE

- A. Instrumentation wire shall be twisted pair construction, multiple pair series with individual and overall shield and PVC jacket. Minimum of 6 pairs AWG size 18 cable, UL listed. In the event the instrumentation provided will not accommodate AWG size, a smaller than a #18 AWG cable can be used.
- B. Instrument leads, wires and cables furnished under Section 13310 and under other Divisions of these Specifications shall be installed under this Section.

2.4 BARE COPPER

- A. Bare copper wire shall be stranded, Class B manufactured from soft annealed copper.

2.5 CONNECTORS

- A. Compression connectors shall be rated for 600 volts and vinyl insulated as manufactured by Burndy or equal.

2.6 WIRE AND CABLE MARKERS

- A. Wire and cable markers shall be "Omni-Grip" as manufactured by W.H. Brady Co. or equal.
- B. Wire and cables with diameters exceeding the capacity of the "Omni-Grip" shall be marked with pre-printed, self-adhesive vinyl tapes as manufactured by W.H. Brady Co. or equal.

2.7 ELECTRICAL TAPE

- A. Specifically designed for use as insulating tape.
- B. Super 33+ Scotch vinyl electrical tape as manufactured by 3M.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Conductors shall be installed as follows:
 - 1. Handled carefully to avoid kinks or damage to the insulation.
 - 2. Lubricants used to facilitate wire pulling shall be UL approved for the specified insulation.
 - 3. All wire and cable shall be continuous and without splices between points of connection to equipment terminals.
 - 4. Shielded instrumentation wire shall be installed from terminal to terminal with no splicing at any intermediate point.
 - 5. Shielded instrumentation wire shall be installed in rigid conduit and pull boxes that contain only shielded instrumentation wire.
 - 6. Shielding of instrumentation wire shall be grounded at the transmitter end only.
 - 7. All wiring terminations shall be uniquely identified at each end with wire and cable markers.

3.2 TESTS

- A. All 600-volt wire insulation shall be tested with a megohm meter after installation. Tests shall be made at no less than 500 volts.

- B. When required by the Engineer, such tests shall be performed in his presence. Before conducting tests, a written outline of the methods and equipment to be used shall be submitted to the Engineer for approval. All test equipment shall be provided by the Sub-Contractor.

END OF SECTION

SECTION 16191

MISCELLANEOUS EQUIPMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Refer to Section 16000: General requirements for electrical work.
- B. Furnish all labor, materials, services, equipment and appliances and test all miscellaneous equipment as shown on the Drawings and as specified herein.
 - 1. Fan control panel
 - 2. Fan receptacle and plug
 - 3. Room thermostat

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. Upon completion of this portion of the Work, and as a condition of its acceptance, deliver the copies of an operation and maintenance manual compiled in accordance with the provisions of Section 01730 of these Specifications.
- 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 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. A complete parts list for all equipment furnished under this Section.
 - 3. All manufacturers' catalog cuts and technical literature, which clearly show the proposed products are in conformance with these Specifications.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - EQUIPMENT

2.1 FAN CONTROL PANEL

- A. Control Panel
 - 1. Provide fan control panels in non-metallic enclosure or stainless steel including but not limited to the equipment identified on the Drawings and identified below:
 - a. Primary and secondary fusing of control transformer
 - b. Control transformer sized for application
 - c. Hand-Off-Auto 3-position selector switch
 - d. Relays to be din rail mounted 15 amp rated, 240 VAC with indicating light and manual operator
 - e. Terminal blocks for incoming and outgoing signals
 - f. All pilot devices to be UL listed, water/oil tight suitable for 30.5 mm mounting.
 - g. Indicating lights shall have LED lamp and rated 120 volts with push-to-test.
 - h. Include legend plate for pilot devices
 - i. Include phenolic nameplate for each control panel
 - j. Disconnect switch with exterior operator
 - k. Cam switch to control high/low speed selection
 - l. Thermal overload relay for motor protection
- B. Event timer: Provide a 24-hour single channel electronic time control. The unit is designed to switch a single load on and off. Twenty-four hour programming providing 288 events (one event every 5 minutes), LCD display of time of day, day of week and output status. One SPDT output relay rated 15 amps. Provide unit with lithium battery for power outage carryover. Control shall be din rail or surface mountable, Paragon Electric Company, Model No. EC11D/120 or equal.

2.2 FAN RECEPTACLE AND PLUG

- A. Fan receptacle shall be 250 volts, 2 pole, 3 wire equal to Hubbell twist lock system Model HBL 2620AR 30 amp twist lock receptacle, mounted in non-metallic enclosure.
- B. Fan plug shall be 250 volts, 2 pole, 3 wire, 30 amp twist lock plug equal to Hubbell twist lock system Model HBL 2621 installed on a 3 wire power cord and connected to fan motor.

2.3 ROOM THERMOSTAT

- A. Room thermostat for fan control panel to be equal to Chromalox Model WCRT-100.
 - 1. Unit to be UL listed.
 - 2. Unit to include a snap action switch.
 - 3. Weatherproof (NEMA 4X) enclosure.
 - 4. Adjustable knob for temperature setting.

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 COORDINATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.

3.3 INSTALLATION

- A. Installation shall be in strict accordance with the best practice of the involved trades and with the respective manufacturer's instructions and recommendations.
- B. Electrical Connection
 - 1. Electrical connections shall be made under Division 16, except to instrumentation equipment inside instrumentation enclosure. All connections to instrumentation shall be completed under Section 13310.
 - 2. Provide all necessary conductors, conduits, bushings, couplings, support cups, straps and hardware required by the National Electrical Code to provide complete electrical connection including all interconnections between the devices specified and their line, load and control function.

3.4 ENTRANCE EQUIPMENT

- A. The entrance equipment shall be tested to indicate proper function.

3.5 TESTING REQUIRED FOR ALL MISCELLANEOUS EQUIPMENT

- A. Each device shall be tested to verify all components function mechanically and electrically and perform function intended.
- B. All devices that have inter-wiring connectors shall be tested to verify external signals activate and deactivated as indicated on the Drawings.
- C. Provide all necessary and required assistance from manufacturer of equipment during start-up.

END OF SECTION

SECTION 16415

TRANSFER SWITCH

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section provides the general requirements for providing the Springvale Water Treatment Plant site with an automatic emergency power transfer switch and associated accessories as specified.
- B. Furnish and test the automatic transfer switch with all labor, materials, services, equipment and all necessary accessories and appurtenances required herein as specified and shown on the Drawings.
- C. 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.
- C. All equipment shall be new and of current production by an international, power system manufacturer of generators, transfer switch, and paralleling switchgear. The manufacturer shall be a supplier of a complete and coordinated system. There will be single-source responsibility for warranty, parts, and service through a factory-authorized representative with factory-trained technicians.
- D. It is the intent of this specification to secure an automatic transfer switch that has been tested during design verification, in production, and at the final job site. The automatic transfer switch will be a commercial design and will be complete with all of the necessary accessories for complete installation as shown on the plans, drawings, and specifications herein. The equipment supplied shall meet the requirements of the National Electrical Code and applicable local codes and regulations.
- E. Qualifications

1. The automatic transfer switch shall be produced by a manufacturer who is ISO 9001 certified for the design, development, production and service of its complete product line.
2. A manufacturer who has produced this type of equipment for a period of at least 10 years and who maintains a service organization available twenty-four hours a day throughout the year shall produce the automatic transfer switch.

F. Manufacturers

1. The automatic transfer switch shall be furnished by a single manufacturer who shall be responsible for the design, coordination, and testing of the complete system. The entire system shall be installed as shown on the plans, drawings, and specifications herein.
2. The manufacturer shall maintain a national service organization of employing personnel located throughout the contiguous United States. The Service center's personnel must be factory trained and must be on call 24 hours a day, 365 days a year.
3. The manufacturer shall maintain records of each switch, by serial number, for a minimum of 20 years.

1.3 SUBMITTAL

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within twenty (20) 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 including a complete parts list for all equipment furnished under Section including the following:
 - a. The submittal shall include prototype test certification and specification sheets showing all standard and optional accessories to be supplied, schematic wiring diagrams, dimension drawings, and interconnection diagrams identifying by terminal number, each required interconnection between the generator set and the transfer switch if it is included elsewhere in these specifications.

1.4 TESTING

- A. To assure that the equipment has been designed and built to the highest reliability and quality standards, the manufacturer and/or local representative shall be responsible for three separate tests: design prototype tests, final production tests, and site tests.
1. Design Prototype Tests: Components of the emergency system such as the engine/generator set, transfer switch, and accessories shall not be subjected to prototype tests since the tests are potentially damaging. Rather, similar design prototypes and preproduction models, which will not be sold, shall have been used for the following tests.

1.5 PRODUCTION TESTS

- A. Final Production Tests: Transfer switch shall be tested under load with all guards in place. Tests shall include:
 - 1. The complete automatic transfer switch shall be tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency, and time delay settings are in compliance with the specification requirements.
 - 2. The complete automatic transfer switch shall be subjected to a dielectric strength test per NEMA Standard ICS 1-109.05.
 - 3. The control panel shall meet or exceed the voltage surge withstand capability in accordance with ANSI C37.90a-2978 and the impulse withstand voltage test in accordance with NEMA Standard ICS 1-109.
- B. Upon request, arrangements to either witness this test will be made, or a certified test record will be sent prior to shipment.

1.6 SITE TESTS

- A. Site Tests: The manufacturer's local representative shall perform an installation check, start-up, and building load test. The engineer, regular operators, and the maintenance staff shall be notified of the time and date of the site test.

1.7 COMPLIANCE WITH CODES AND STANDARDS

- A. The ATS shall conform to the requirements of:
 - 1. UL 1008--Standard for Automatic Transfer Switches
 - 2. NFPA 70--National Electrical Code, including use in emergency and standby systems in accordance with Articles 517, 700
 - 3. NFPA 99--Essential Electrical Systems for Health Care Facilities
 - 4. NFPA 110--Standard for Emergency and Standby Power Systems
 - 5. IEEE Standard 446--Recommended Practice for Emergency and Standby Power Systems (Orange Book)
 - 6. IEEE Standard 241--Recommended Practice for Electric Power Systems in Commercial Buildings (Gray Book)
 - 7. NEMA Standard IC10 (formerly ICS 2-447) Automatic Transfer Switches.
 - 8. UL 508 – Standard for industrial Control Equipment
 - 9. EN61000-4-5 Surge Immunity Class 4 (voltage sensing and programmable inputs only)
 - 10. EN61000-4-4 Fast Transient Immunity Severity Level 4
 - 11. IEC Specifications for EMI/EMC Immunity as follows:
 - a. CISPR 1 Radiated Emissions
 - b. IEC 1000-4-2, Electrostatic Discharge
 - c. IEC 1000-4-3, Radiated Electromagnetic Fields
 - d. IEC 1000-4-4, Electrical Fast Transient (Bursts)
 - e. IEC 1000-4-5, Surge Voltage

- f. IEC 1000-4-6, Conducted RF Disturbances
- g. IEC 1000-4-8, Magnetic Fields
- h. IEC 1000-4-11, Voltage Variations and Interruptions

1.8 ELECTRICAL REQUIREMENTS

- A. Automatic transfer switches not intended for continuous duty or repetitive load transfer switching are not acceptable.
- B. The automatic transfer switch shall be rated in amperes for total system transfer including control of motors, electric-discharge lamps, electric heating, and tungsten-filament lamp load. Switch shall be suitable for 100% tungsten-filament lamp load.
- C. The automatic transfer switch shall be rated to withstand the rms symmetrical short circuit current available at the automatic transfer switch terminals, with the type of overcurrent protection shown on the plans.

1.9 OPERATION AND MAINTENANCE MANUAL.

- A. Comply with Section 01730 Operation and Maintenance Manual.
 - 1. The transfer switch manufacturer shall include three (3) sets of Operation and Maintenance Manuals, as well as an electronic copy on CD.

PART 2 - EQUIPMENT

2.1 EQUIPMENT

A Equipment

- 1. Furnish and install automatic transfer switch system with 3-Pole / 4-Wire, Solid Neutral, 480V/60Hz. Each automatic transfer shall consist of an inherently double throw power transfer switch mechanism and a microprocessor controller to provide automatic operation.

B Construction

- 1. The transfer switch shall be electrically operated and mechanically held with double throw construction, and operated by a momentarily energized solenoid-driven mechanism.
- 2. All transfer switch sizes shall use only one type of main operator for ease of maintenance and commonality of parts.
- 3. The switch shall be positively locked and unaffected by momentarily outages, so that contact pressure is maintained at a constant value and contact temperature rise is minimized for maximum reliability and operating life.
- 4. All main contacts shall be silver composition. Switches rated 600 amperes and above shall have segmented, blow-on construction for high withstand and close-on capability and be protected by separate arcing contacts.
- 5. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors.

Switches rated 800 amperes and higher shall have front removable and replaceable contacts. All stationary and moveable contacts shall be replaceable without removing power conductors and/or bus bars.

6. Designs utilizing components of molded-case circuit breakers, contactors, or parts thereof, which are not intended for continuous duty, repetitive switching or transfer between two active power sources, are not acceptable.

C Enclosure

1. The ATS shall be furnished in a NEMA 1 enclosure.
2. All standard door mounted switches and indicating LEDs shall be integrated into a flush-mounted, interface membrane or equivalent in the enclosure door for easy viewing & replacement.

2.1 H&T FILTER BUILDING TRANSFER SWITCH

- A. The H&T Filter building automatic transfer switch specification is written around an industrial Kohler model switch compatible with the existing Kohler Generator and shall have the following characteristics:
 1. Current rating: 600 amp
 2. 4 Pole Rotating-Field
 3. 4 wire, 3 phase
 4. Voltage: 480 Volt-60Hz
 5. Switched Neutral
 6. The withstand and closing ratings with a current-limiting fuse shall be 200,000 Amps
 7. The withstand and closing ratings with any overcurrent protective device shall be 10,000 Amps
 8. Specification is writing around a Kohler Model Switch
- B. The ATS shall be furnished in a NEMA 1 enclosure.
 1. The switch shall be a 600-volt class.
 2. Approved manufacturer:
 - a. Kohler
 3. The following are approved "or equal" manufacturers if they provide a unit meeting the specifications and are compatible with the Kohler generator.
 - a. Generac model equivalent to above
 - b. Caterpillar model equivalent to above

2.2 H&T SWITCH MECHANICAL REQUIREMENTS

- A. All contacts, coils, springs, and control elements shall be conveniently removable from the front of the transfer switch without major disassembly or disconnection of power conductors.
- B. All moveable parts of the operating mechanism shall remain in positive mechanical contact with the main contacts during the transfer operation without the use of separate mechanical interlocks.

2.3 H&T TRANSFER SWITCH CONTROL SYSTEM

- A. The control module shall direct the operation of the transfer switch. The module's sensing and logic shall be a built-in microprocessor-based system for maximum reliability, minimum maintenance, and inherent digital communications capability. The control settings shall be stored in nonvolatile EEPROM. The module shall contain an integral battery-backed programmable clock and calendar. The control module shall have a keyed disconnect plug to enable the control module to be disconnected from the transfer mechanism for routine maintenance.
- B. The control module shall be mounted in the door of the transfer switch enclosure for safety and ease of maintenance. Interfacing relays shall be industrial control grade plug-in type with dust cover.
- C. The control module shall include a user interface keypad with tactile feedback pushbuttons and light-emitting diode status indication located on the exterior side of the switch door. These features shall be user accessible when the enclosure door is closed:
 - 1. Keypad pushbuttons:
 - a. Start/end system test
 - b. Set/end exercise
 - c. End time delay
 - d. Lamp test/service reset
 - e. Service required: immediate, maintenance
 - f. Not in automatic mode
 - g. Four stage time delay remaining
 - h. Exercise: load, no load, set/disabled
 - i. Test: load, no load
 - j. Load control active: peak shave, load shed, pre/post-transfer signal
 - k. In-phase monitor/Off delay active
 - 2. Light-emitting diode status indicators:
 - a. Contactor Position: Normal, Off, Emergency
 - b. Source Available: Normal, Emergency
- D. Outputs:
 - 1. Generator engine start gold flashed contact rated 2 amps @ 30 VDC/250VAC.
 - 2. Pre-transfer load control, one normally open contact rated 10 amps @ 30 VDC/250 VAC
 - 3. One Programmable output, factory-set to load bank control rated 2 amps @ 30 VDC/250 VAC.
 - 4. Load shedding contacts to be available for shut down of pump motors prior to transfer from emergency to normal power or from normal to emergency power. Contacts will be for future use.
 - 5. Power source status relays, "generator power" and "street power" to be available for sending to local SCADA panel at a later date.
 - 6. Generator running contact to be sent to local SCADA panel at a later date.

2.4 H&T SWITCH OPERATION

- A. All phases of normal and all phases of emergency shall be monitored for over and under voltage and single phase of normal and emergency for over- and under-frequency. In addition, the controller shall use anti-single phasing protection that detects regenerative voltage (using the phase angle of the source) to determine a failed source condition.
- B. Voltage and frequency sensing:
1. Under voltage pick-up set at 90% of nominal voltage, adjustable 85% - 100% of nominal voltage.
 2. Under voltage dropout set at 90% of pickup voltage, adjustable 75% - 98% of pickup voltage.
 3. Overvoltage dropout set at 110% of nominal voltage, adjustable 105% - 135% of nominal voltage.
 4. Overvoltage pick-up set at 95% of dropout voltage, adjustable 85% - 100% of nominal voltage.
 5. Voltage dropout time set at 0.5 seconds adjustable 0.1 – 9.9 seconds.
 6. Voltage accuracy: 2%.
 7. Under frequency pick-up set at 90% of nominal frequency, adjustable 85% - 95% of nominal frequency.
 8. Under frequency dropout set at 99% of pick-up frequency, adjustable 95% - 99% of pick-up frequency.
 9. Over frequency dropout set at 101% of pick-up frequency, adjustable 101% - 105% of nominal frequency.
 10. Over frequency pick-up set at 110% of nominal frequency, adjustable 105% - 120% of nominal frequency.
 11. Frequency accuracy: 1%
- C. Time Delays:
1. Time delay for engine start to delay initiation of transfer for momentary source outages: Range 0-6 seconds. Factory set at 3 seconds.
 2. Time delay for transfer to standby: Range 0-60 minutes. Factory set at 1 second.
 3. Time delay in neutral position going to standby and returning to normal power.
 4. Time delay for transfer back to normal: Range 0-60 minutes. Factory set at 15 minutes.
 5. Time delay for engine cool down: Range 0-60 minutes. Factory set at 0 minutes.
 6. Failure to acquire standby source: Range 0-60 minutes. Factory set at 1 minute.
 7. Pre-transfer to normal signal: Range 0-60 minutes. Factory set at 3 second.
 8. Pre-transfer to standby signal: Range 0-60 minutes. Factory set at 3 second.
 9. Post-transfer to normal signal: Range 0-60 minutes. Factory set at 0 minute.
 10. Post-transfer to standby signal: Range 0-60 minutes. Factory set at 0 minute.
- D. User terminals shall be available to connect a normally open remote contact that, when closed, signals the control module to start and transfer load to the engine-generator. Opening these contacts shall initiate a retransfer and engine cool down sequence. The load shall be transferred to an available utility source immediately if the generator source should fail.

2.4 H&T SWITCH OPERATION

- A. All phases of normal and all phases of emergency shall be monitored for over and under voltage and single phase of normal and emergency for over- and under-frequency. In addition, the controller shall use anti-single phasing protection that detects regenerative voltage (using the phase angle of the source) to determine a failed source condition.
- B. Voltage and frequency sensing:
 - 1. Under voltage pick-up set at 90% of nominal voltage, adjustable 85% - 100% of nominal voltage.
 - 2. Under voltage dropout set at 90% of pickup voltage, adjustable 75% - 98% of pickup voltage.
 - 3. Overvoltage dropout set at 110% of nominal voltage, adjustable 105% - 135% of nominal voltage.
 - 4. Overvoltage pick-up set at 95% of dropout voltage, adjustable 85% - 100% of nominal voltage.
 - 5. Voltage dropout time set at 0.5 seconds adjustable 0.1 – 9.9 seconds.
 - 6. Voltage accuracy: 2%.
 - 7. Under frequency pick-up set at 90% of nominal frequency, adjustable 85% - 95% of nominal frequency.
 - 8. Under frequency dropout set at 99% of pick-up frequency, adjustable 95% - 99% of pick-up frequency.
 - 9. Over frequency dropout set at 101% of pick-up frequency, adjustable 101% - 105% of nominal frequency.
 - 10. Over frequency pick-up set at 110% of nominal frequency, adjustable 105% - 120% of nominal frequency.
 - 11. Frequency accuracy: 1%
- C. Time Delays:
 - 1. Time delay for engine start to delay initiation of transfer for momentary source outages: Range 0-6 seconds. Factory set at 3 seconds.
 - 2. Time delay for transfer to standby: Range 0-60 minutes. Factory set at 1 second.
 - 3. Time delay in neutral position going to standby and returning to normal power.
 - 4. Time delay for transfer back to normal: Range 0-60 minutes. Factory set at 15 minutes.
 - 5. Time delay for engine cool down: Range 0-60 minutes. Factory set at 0 minutes.
 - 6. Failure to acquire standby source: Range 0-60 minutes. Factory set at 1 minute.
 - 7. Pre-transfer to normal signal: Range 0-60 minutes. Factory set at 3 second.
 - 8. Pre-transfer to standby signal: Range 0-60 minutes. Factory set at 3 second.
 - 9. Post-transfer to normal signal: Range 0-60 minutes. Factory set at 0 minute.
 - 10. Post-transfer to standby signal: Range 0-60 minutes. Factory set at 0 minute.

- E. The following features shall be built into the control module logic. These features shall be enabled at the factory or in the field:
1. Phase rotation sensing programmable ABC or CBA.
 2. In-phase monitoring shall continuously monitor the contactor transfer times, source voltage (street and generator), frequency and phase angle to provide a self-adjusting, zero crossing contactor transfer signal. Monitor shall prohibit transfer of power until phases are in-line between the two power sources. A flashing LED on the user interface panel shall indicate active in-phase monitoring. Programmed or delayed transition is not an acceptable substitute for this option.
 3. Control module shall control neutral position hold during transfer to standby power source and back to normal power source.
 4. Plant Exerciser: Programmable seven-day or fourteen-day exerciser with user selectable load or no-load operation. An LED, on the user interface, shall indicate the type of exercise (load or no load). The time remaining on the exercise shall be indicated. The exercise time may be reset at any time with a single keystroke. The engine shall be allowed to run when the exercise period is terminated. The exerciser may be disabled for maintenance purposes. An amber LED shall flash on the user interface if the exerciser has been disabled.
 5. The exerciser shall have the capability of being programmed, using up to twenty-one (21) event for a calendar mode.
 6. The controller shall have provisions for disconnecting a load bank (during exercise) if there is a loss of normal power.

2.5 HIGHLIFT SWITCH MECHANICAL REQUIREMENTS

- A. The contact transfer shall be within 5 electrical degrees achieved passively, without control of engine generator set.
- B. All moveable parts of the operating mechanism shall remain in positive mechanical contact with the main contacts during the transfer operation without the use of separate mechanical interlocks.

PART 3 - EXECUTION

1.1 INSTALLATION

- A. The Springdale transfer switch shall be wall mounted as indicated on the Contract Drawings.
- B. Lifting shall be done only at the manufacturers designated locations in full compliance with the manufacturer's installation instructions.
- C. Coordinate with the Owner to insure Treatment Plants are operational at all times unless approval is given for plant shutdown for a short duration as detailed in this section.

1.2 TREATMENT PLANT POWER DOWNTIME RESTRICTIONS

- A. The Treatment Plant is the main water supply for Natick. Downtime of the plant power must be limited to allow Natick to meet system demand. Therefore, restrictions are required for “no-power” conditions during the work and “no-generator available” conditions during the work. See drawing E-2 for H&T Filter building generator and transfer switch restrictions for plant downtime.
 - 1. This may require furnishing a portable generator and/or temporary transfer switch.

1.3 EVERSOURCE POWER MONITORING EQUIPMENT

- A. Existing power monitoring equipment is installed inside the existing switchgear section with the transfer switch. Contractor shall coordinate relocation of the equipment to the new transfer switches.

1.4 TESTING

- A. To assure that the equipment has been designed and built to the highest reliability and quality standards, the manufacturer and local representatives shall be responsible for site tests.
- B. Site Tests: An installation check, start-up, and building load test shall be performed by the manufacturer's local representative. The engineer, regulator operators, and the maintenance staff shall be notified of the time and date of the site test. The tests shall include:
 - 1. Accessories that normally function while the set is standing by shall be checked prior to cranking the engine.
 - 2. Start-up under test mode to check for normal and emergency line-to-line voltage, and phase rotation.
 - 3. Automatic start-up by means of simulated power outage to test remote-automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination.
 - 4. Transfer from normal to emergency to confirm in-phase monitoring function.

1.5 TRAINING

- A. Provide all necessary installation start up service, maintenance and operator training by factory-trained personnel as required to ensure proper equipment adjustment and performance.
 - 1. Minimum four (4) hour training for the transfer switch and shall educate operators of all operation and maintenance requirements.

1.6 WARRANTY

- A. A warranty for the automatic transfer switch shall be included to guarantee against defective material and workmanship in accordance with the manufacturer's published warranty from date of start-up.
 - 1. A five-year comprehensive warranty for the transfer switch shall be included to guarantee against defective material and workmanship in accordance with the manufacturer's published warranty from date of start-up.

END OF SECTION

SECTION 16620

PACKAGED ENGINE GENERATOR SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide a natural gas fueled packaged engine generator system as required by the Contract Documents. Engine generator set shall be fully compatible with the existing automatic transfer switch. All electrical connections to generator to be completed under Division 16.
- 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. Installation of generator and exhaust system to be completed by General Contractor under Division 15.
 - 3. The existing, active, transfer switch shall be utilized in the final product. The transfer switch is a Generac Automatic Transfer Switch GTS Model 400 amps.
- C. Gas piping external to packaged engine generator system shall be performed under the plumbing Section 15400.

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 methods needed for proper performance of the work of this Section.
- B. The packaged engine generator system shall be the standard project, as modified by these Specifications, of a manufacturer regularly engaged in the production of this type of equipment and having satisfactory experience in supplying housed units as herein specified. All components of the packaged engine generator system shall be of proven ability and shall be designed, constructed, delivered and field tested in accordance with the best practice and methods. In addition, the manufacturer shall maintain a permanent organization and supply of spare parts in the Massachusetts, area available 24 hours a day seven days a week.
- 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 REFERENCES

Design, manufacture and test in accordance with this section and applicable sections of the latest version of the following standards.

- A. NEMA Publication MG1: Motors and Generators
- B. ANSI/NFPA 70: National Electric Code
- C. IEEE Std. 446: IEEE Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications.
- D. EGSA 101S: Standard Specifications for Standby Engine Driven Generator Sets
- E. EGSA 101P: Engine Driven Generator Set Performance Standard
- F. OSHA Part I: Design Safety Standards for Electrical Installations
- G. ANSI C2: National Electric Safety Code
- H. Underwriters' Laboratories Standards
- I. All applicable codes and regulations of the Commonwealth of Massachusetts and the Town of Natick, Massachusetts
- J. NFPA 37: Stationary Combustion Engines and Gas Turbines
- K. NFPA 58: LP-Gas Storage, Use
- L. ANSI/ASME B 31.1: Power Piping

1.4 DESIGN AND PERFORMANCE REQUIREMENTS

- A. The package of engine generator system shall have a continuous standby power rating of not less than 100 kW, three phase at 80% lagging PF with 60 Hz output voltage of 480 volts AC three phase, four wire. Generator system shall be supplied complete with excitation system, controls, steel subbase, and all essential and desirable appurtenances whether specifically mentioned in the Specification or not. The complete generator unit shall be properly housed for indoor operation and shall include all items and equipment required for unattended operation after being manually or automatically started.
- B. Complete engine unit shall be in compliance with all State and Federal emission regulations, codes and standards.
- C. Engine shall be capable of operating beyond the design parameters on gas pressure between 7 and 10 inches of water column.

1.5 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. A complete parts list for all equipment furnished under this Section.
- C. Equipment outline drawings showing elevation and plan views, dimensions, and weights. Indicate all options, special features, ratings and deviations from the Specifications.
- D. Control schematics and wiring diagrams.
- E. Engine Data
 - 1. Manufacturer
 - 2. Model
 - 3. Number of cylinders
 - 4. R.P.M.
 - 5. Bore X stroke
 - 6. Rated capacity B.H.P.
 - 7. B.M.E.P. at rated kW (including any parasitic loads and generator efficiency)
 - 8. Piston speed, feet per minute
 - 9. Make and model of governor
- F. Generator Data
 - 1. Manufacturer
 - 2. Model
 - 3. Rated KVA
 - 4. Rated kW
 - 5. Voltage
 - 6. Temperature rise above 40°C ambient
 - a. Stator by thermometer
 - b. Field by resistance
 - c. Class of insulation
- G. Generator capacity and efficiency including excitation losses at 80 percent PF.
 - 1. 100% Standby Rating
 - 2. 75% Standby Rating
 - 3. 50% Standby Rating
- H. Guaranteed fuel consumption rate (Natural Gas):

Percent of Full Standby Generator Rating	Fuel Consumption
100% load	CFH
75% load	CFH
50% load	CFH

I. Packaged Engine Generator System and Accessories

1. Weight of a complete unit lb.
2. Overall length lb.
3. Overall width lb.
4. Overall height lb.
5. Radiator fan cooling air volume CFM and required BHP.
 _____ CFM _____ BHP

J. Auxiliary loads to be supplied by auxiliary supply circuit and allowable voltage limits.

1. Task Lighting _____ Watts _____
 Voltage Min. _____
 _____ Vars _____
 Voltage Max. _____
2. Space Heater _____ Watts _____
 Voltage Min. _____
 _____ Vars _____
 Voltage Min. _____
3. Battery Charger _____ Watts
 Voltage Min. _____
 _____ Vars _____
 Voltage Max. _____
4. Battery Heaters _____ Watts _____
 Voltage Min. _____
 _____ Vars _____
 Voltage Max. _____
5. DC Lighting _____ Watts _____
 Voltage Min. _____

_____ Vars _____
Voltage Max.

6. Engine Jacket Heaters _____ Watts _____
Voltage Min.

_____ Vars _____
Voltage Max.

7. Radiator Fan _____ Watts _____
Voltage Min.

_____ Vars _____
Voltage Max.

8. Other auxiliary loads - specify Watts, Vars, Voltage Minimum, Voltage Maximum.

K. Furnish two (2) copies of the manufacturer's certified shop test record of the complete engine-driven generator unit prior to shipping unit to job site.

1.6 SPECIAL TOOLS AND SPARE PARTS

A. One set of all special tools that are required for the normal operation and maintenance of the packaged engine generator system.

B. The spare parts to be furnished shall include at least, but not be limited to, the following items per unit:

1. Six (6) air filter elements.
2. Six (6) lube oil filter elements.
3. One (1) thermostat.
4. One (1) set of fuses including one of each different size and type.
5. One (1) complete change of lube oil plus one gallon of make-up lube oil supplied in unopened containers.

C. The spare parts shall be packed in containers, labeled by word and part number for easy identification of the parts for use only for the "packaged engine generator system" and properly packed for an extended period of storage before use.

1.7 DELIVERY, STORAGE AND HANDLING

A. Comply with the pertinent provisions of section 01610.

1.8 PROJECT/SITE CONDITIONS

Isokeraunic level 40 thunderstorm - day/year

Seismic zone ANSI A58.1 - Zone 2

Wind velocity	ANSI A58.1, Basic Wind Speed of 90 MPH with an Importance Factor of 1.00 and an Exposure Category "C"
Combined ice and wind loading district	NESC Heavy
Elevation above sea level	0-300 feet National Geodetic Vertical Datum
Temperature range (min/max)	Minus 16 degrees F/Plus 104 degrees F
Precipitation	40-45 inches/year average
Maximum frost penetration	48 inches

1.9 OPERATION AND MAINTENANCE MANUAL

- A. Upon completion of this portion of the Work, and as a condition of its acceptance, deliver the copies of an operation and maintenance manual compiled in accordance with the provisions of Section 01730 of these Specifications. Manuals shall include manufacturer's certified shop test record of the completed engine-driven generator unit.

PART 2 - PRODUCTS

2.1 PRINCIPAL RATINGS AND ELECTRICAL CHARACTERISTICS

- A. Principal Ratings and Electrical Characteristics
- | | | |
|----|-----------------|--------------------------------|
| 1. | Nominal Voltage | 277/480 V |
| 2. | Phases/ Winding | 3 phase, 4 wire, grounded wye |
| 3. | Grounding | Neutral to be solidly grounded |
| 4. | Power Rating | 100 KW/125 KVA |
| 5. | Power factor | 80% (lagging) |
| 6. | Duty | Continuous Standby |

2.2 GENERAL

- A. The engine-generator unit shall be a factory assembled unit, properly housed for indoor operation and for operation on natural gas fuel. The engine and generator shall be directly connected with a semi-flexible steel flywheel type coupling, shall be free from injurious torsional or other vibration and shall be vibro-mounted on a heavy duty welded structural steel sub-base. The gas engine shall be a eight cylinder, inter-cooled, four cycle, arranged for direct connection to an alternating current generator. The unit shall operate at a rotative speed of not more than 1800 RPM.
- B. The engine generator set shall be a Kohler Model 100REZGB.
1. Onan, Caterpillar, or Generac equivalent size models will be reviewed for an "or equal" approval.

- C. Generator shall be EPA-Certified for Stationary Emergency Applications

2.3 NATURAL GAS FUEL SYSTEM

A. Gas Piping

1. Gas piping from exterior gas meter to flexible connector on engine shall be under Section 15400 and shall be installed in accordance with NFPA 54, *National Fuel Gas Code*, and NFPA 58, *Standard for the Storage and Handling of Liquefied Petroleum Gases*.
2. Generator manufacturer to provide appropriate metallic flexible connectors for protection against damage caused by settlement, vibration, expansion, contraction, or corrosion. If flexible connectors are located so that they may be exposed to a fire for a short duration the approval shall consider the ability of the connector to stand up under such conditions.

B. Regulators

1. A secondary fuel pressure regulator shall be furnished and installed on engine by engine manufacturer.
2. Eversource Gas gas regulator is existing on the exterior of the building. No additional regulators will be furnished under other sections of work. If additional gas regulation is required, it shall be furnished with generator.
3. Eversource Gas service will provide gas pressure between 7-10 inches of water column. Engine shall perform as required by the Specification and in manufacturer's specification at these pressures.

C. Shutoff Valves

1. Every gas engine shall have a carburetion valve, zero governor-type regulating valve, fuel control valve, or an auxiliary valve which will automatically shut off the flow of gas in case the engine stops from any cause.
2. Unit shall be provided with a fuel control valve or an auxiliary valve which will stop the flow of gas in case the engine stops for any cause. A zero governor-type regulator alone is not adequate protection in such installations. The auxiliary valve shall be installed ahead of any unlisted flexible connector to the carburetion valve, zero governor, or other controls.

2.4 COOLING SYSTEM

- A. The engine shall be radiator cooled with an engine mounted radiator completely guarded in accordance with OSHA regulations. The cooling system shall be complete with water circulating pump and bypass type thermostat and adequate for cooling the unit at full-rated capacity when operating in ambient temperatures ranging from -25°F to 110°F, when the cooling system is filled with a fifty (50) percent ethylene glycol anti-freeze solution. A pressurized radiator cap, if used, shall not exceed a 6 PSI pressure on the cooling system.

- B. The engine jacket water system shall be thoroughly cleaned using NALCOOL 2010 engine cooling system cleaner, or equal, strictly in accordance with the manufacturer's instructions, and using particular care to thoroughly flush and remove the soda ash immediately after 15 minutes of idling engine operation.
- C. The supplier shall furnish and install suitable jacket water treatment for the prevention of both scale formation and corrosion in the engine water jackets and cooling system components which are in contact with the engine jacket water. This treatment shall be added to the cooling system prior to running the field acceptance test. The treatment shall be NALCOOL 2000 as supplied by, and applied in strict accordance with the recommendations of the NALCO Chemical Company, 6233 West 65th Street, Chicago, Illinois, 60638, or equal. Detailed information on the proposed jacket water treatment shall be submitted by the supplier for approval by the Purchaser.
- D. Provide thermostatically controlled heaters for engine jacket water systems set to maintain 50°F temperature with an ambient temperature of -25°F. Provide manual switches to de-energize the heaters when not required.

2.5 EXHAUST SYSTEM

- A. Silencer: Shall be a high degree unit for critical areas.
 - 1. Size shall be as recommended by the generator set manufacturer but in no case less than three (3) inches.
 - 2. Silencer shall be side inlet and end outlet, both flanged, with a noise reduction of 25 – 35 dB(A).
- B. Exhaust system shall be provided with all required environmental control systems necessary to meet emission regulations for the area and type of unit and use.
- C. Flexible Connection
 - 1. Shall be seamless steel of a type and size as recommended by the generator set manufacturer but in no case less than three (3) inches in diameter and 24-inches long.
- D. Header
 - 1. An exhaust header shall be provided to provide for a single outlet.
 - 2. The exhaust header shall be sized and provided by the engine generator set manufacturer.

2.6 LUBRICATING SYSTEM

- A. Crankcase or Oil Reservoir Protection:
 - 1. Crankcase or oil reservoirs shall be vented in accordance with manufacturer recommendations and with federal, state, and local regulations.
 - 2. Where crankcase explosions can be a hazard, adequate explosion escape openings shall be provided, or suitable means used to maintain a nonflammable atmosphere in the crankcase.

3. Auxiliary reservoir oil supply chambers, if used shall be vented either through separate vent or a common venting system.
 4. Engines designed to operate with a negative pressure in the crankcase, and equipped with a separate lubricating oil sump, shall be provided with adequate-sized check valves in the venting system from the sump.
- B. Lubricating Oil Piping:
1. Lubricating oil piping shall be in accordance with the provisions of NFPA 30, Flammable and Combustible Liquids Code.
- C. Safeguards for Gauging Devices:
1. Glass gauges or sight feeds for lubricating oil, the breakage of which will permit the escape of oil, shall be protected against physical damage.
- D. Unit shall be furnished with a thermostat controlled block heater powered by 120 VAC.

2.7 EQUIPMENT

- A. Electronic Isochronous Governor
1. Electronic isochronous governor shall be provided consisting of a magnetic pickup speed sensor, adjustable electronic control, and an electric actuator mounted integrally with the fuel pump. Governor shall provide automatic engine generator set frequency regulation within 0.25% of rated frequency, adjustable from isochronous to 5% droop.
 2. An overspend shutdown device, entirely independent of the regular load control governor shall be provided. This device, when required to function, shall immediately stop the engine without the fuel injection system losing its prime.
- B. Starting and Battery System
1. Starting shall be accomplished by an engine-mounted, solenoid shift electric starter and battery system, capable of withstanding four (4) consecutive continuous cranking periods of 15 second duration each separated by 15 second rest periods before shutting down completely and sounding the alarm. Note that the engine generator control (as specified in the following item 3) shall shut down and lock out the engine after three (3) cranking cycles.
 - a. The starting battery shall be heavy-duty lead acid type, especially designed for diesel engine cranking service, and of a capacity as recommended by the battery manufacturer for cranking the engine being furnished, for the necessary breakaway current as required and the spinning current for four consecutive starts of 15 seconds of cranking on each start, without being recharged with a battery temperature of 45°F and with SAE 30 oil in the engine maintained at 50°F. An insulated protective covering, battery rack and suitable cables shall be provided.

- b. Furnish a completely automatic battery charger for charging the battery being supplied. The charger shall be the static type, magnetic amplifier control with direct current ammeter and potentiometer for voltage adjustment, and shall have float and high charge rates, with an automatic voltage sensing recharge timer with manual override. Charge rate shall be automatically determined by the state of the battery and reducing to milliamp current on a fully charged battery. Charger shall be for 120 volt, single phase, 60 Hertz alternating current input, with a DC outlet ampere capacity of not less than eight (8) percent of the nominal ampere hour rating of the battery. A time delay under voltage relay shall be provided within the charger to actuate a red alarm light on the control panel monitor.
 2. Furnish and install the required battery cables for connecting battery to electric starter.
- C. Engine Generator Set Control
 1. A panel-mounted switch shall stop the engine in the STOP position and start and run the engine in the RUN position.
 2. The control shall include a cycle cranking function. The cranking cycle, nonadjustable, shall consist of automatic crank period of approximately 15 seconds duration followed by a rest period of approximately 15 seconds duration. Cranking shall cease upon engine starting and running. Two means of cranking termination shall be provided, one as a backup to the other. Failure to start after three cranking cycles (75 seconds) shall shut down and lock out the engine, and visually indicate an over crank shutdown on the panel.
 3. The control shall shut down and lock out the engine upon:
 - a. Failure to start after the specified time (overcrank)
 - b. Overspeed/overvoltage/overexcitation
 - c. Low lubricating oil pressure
 - d. High lubricating oil pressure
 - e. High engine temperature and low coolant level
 4. The control shall provide a labeled fifteen-light engine monitor on the control panel: one red light for each of the five shutdowns listed in item (3) above, one yellow light each for the high engine temperature, low engine oil pressure, and interstitial monitor pre-alarms, one green run light, a yellow light to indicate low coolant temperature, one red light to indicate an over voltage condition on the battery charger, one red light to indicate a remote shutdown, one red light to indicate ground fault detection, and one spare (for a total of fifteen). A panel-mounted switch shall reset the engine monitor, separate lamp test switches shall be provided. The engine generator set battery system shall power the monitor. Operation of shutdown circuits shall be independent of indication and pre-alarm circuits.

5. The control panel shall be enclosed in NEMA 1 enclosure mounted on the generator set with vibration isolators. The control shall include surge suppression for protection of solid state components. A front control panel illumination lamp with ON/OFF switch shall be provided. Control panel-mounted indicating meters and devices shall include:
 - a. Engine Oil Pressure Gauge
 - b. Coolant Temperature Gauge
 - c. Coolant Level Gauge
 - d. DC Voltmeter
 - e. Running Time Meter (hours)
 - f. Voltage adjusting rheostat, locking screwdriver type, to adjust voltage \pm 5% from rated value.
 - g. Digital AC Voltmeter, 0.5% accuracy
 - h. Digital AC Ammeter, 0.5% accuracy
 - i. Digital Frequency Meter, 45-65 Hz, 0.1 Hz accuracy
 - j. Battery charge rate ammeter
 - k. Phase selector switch with OFF position shall be provided to allow meter display of current and voltage in each generator phase.
 - l. Engine speed control adjustment.
6. Provide four (4) electrical contacts, two (2) normally open and two (2) normally closed rated at 120 volts. 10 amps shall be provided to generate combustion air damper whenever engine is started, and additional contacts for customer use.
7. Provide necessary controls and a labeled terminal strip to accomplish a remote start via a maintained dry contact closure. The engine generator set shutdown sequence should be initiated upon opening of the remote start contact.
8. Provide necessary controls and a labeled terminal strip to accomplish a remote means of shutting down the engine via one (1) remote dry contact closure (momentary contact).
 - a. Provide necessary controls and a labeled terminal strip to accomplish a remote means of shutting of the fuel supply and any lubricating oil pumps not directly driven by the engine by a single remote dry contact closure (momentary contact).

D. Generator and Excitation System

1. The generator end shall be rated electrically at 100 kW/125 KVA, minimum, due to nonlinear loads.

2. The AC generator shall be: Synchronous, four pole, revolving field, drip-proof construction, single pre-lubricated sealed bearing, air cooled by a direct drive centrifugal blower fan, and directly connected to the engine with flexible drive disc(s). The armature shall have skewed laminations of insulated electrical grade steel, two-thirds pitch windings. The rotor shall have amortisseur (damper) windings. The rotor shall be dynamically balanced. The exciter shall be permanent magnet brushless-excited, three phase, with full wave silicon diodes mounted on the rotating shaft with semi-conductor surge suppressors.
3. The generator shall be capable of maintaining 300% full-load generator current for 10 seconds with a bolted three phase fault at the generator terminals. On application or removal of full-rated load of the generator in one step, the transient voltage dip or overshoot shall not exceed twenty (20) percent of rated voltage.
4. All insulation system components shall meet NEMA MG1 standard temperature limits for Class H insulation system. Actual temperature rise measured by resistance method at full load shall not exceed 105 degrees Centigrade (°C) at prime power rating and 125°C at standby power rating to provide additional allowance for internal hot spots. The main generator and exciter insulation system must be suitably impregnated for operation in severe environments for resistance to sand, salt, and sea spray.
5. The automatic voltage regulator shall be temperature compensated, solid-state design and include overvoltage and over-excitation protection functions. The voltage regulator shall be equipped with three phase RMS sensing and be capable of maintaining output voltage within 0.5% of nominal at all load levels. The regulator shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. Overvoltage protection shall sense the AC generator output voltage and in the event of regulator failure or loss of reference, shut down regulator output on a sustained overvoltage of one (1) second duration. Over-excitation protection shall sense regulator output and shut down regulator output if overloads exceed ten (10) seconds duration. Both overvoltage and over-excitation protection shutdowns shall be latched, requiring the AC generator to be stopped for reset.
6. The regulator shall include an under frequency roll off torque-matching characteristic, which shall reduce output voltage in proportion to frequency below a threshold of 59.0 Hz. The torque-matching characteristic shall include differential rate of frequency change compensation to use maximum available engine torque and provide optimal transient load response.
7. Telephone Influence Factor shall be less than 50 per NEMA MG1 - 22.43.
8. Telephone Harmonic Factor shall be less than three (3).
9. Radio interference from generator shall comply with BS800 and VDE level G and N.

10. A rheostat shall provide a minimum of plus or minus five (5) percent voltage adjustment from rated voltage. The rheostat knobs shall be panel-mounted for easy manual voltage adjustment while the unit is running.
 11. Ac Waveform - Total Harmonic Distortion of output voltage will not exceed five (5) percent total no load to full-linear load and the value of any individual harmonic will not exceed two (2) percent of the fundamental when operating with an unbalanced load.
 12. The generator neutral shall be solidly grounded. Generator shall be capable of withstanding the solid phase-to-ground fault duty of a bolted external ground fault for a period of two (2) seconds without damage to the generator.
- E. Generator Circuit Breaker
1. Furnish one (1) three pole gang operated molded case generator main circuit breaker with thermal and magnetic trip elements. Ground fault detection and annunciation (local and remote) shall be provided. Circuit breaker shall have sufficient interrupting capacity for the generator available fault capacity. This breaker shall be set to protect the generator from overload and to interrupt an external bolted phase-to-ground fault within one (1) second. Note that the generator neutral shall be solidly grounded.
- F. Radiator Fan Motor Circuit Breaker
1. Furnish one (1) three pole gang operated molded case radiator circuit breaker with thermal and magnetic trip elements. Unit shall be mounted on generator frame.

PART 3 - EXECUTION

3.1 TEMPORARY EMERGENCY POWER

- A. The 4M Sewer Pump Station is Natick's main wastewater pump station. Therefore, throughout construction the station must have an active automatic emergency generator power supply to maintain power during Eversource power outages to the station.
 1. The existing emergency power generator must be removed to facilitate the installation of the new generator concrete pad.
- B. The maximum allowed without an active emergency power source shall be limited to two (2) hours at any given time, unless there is high wind weather forecast, which would prohibit station to be left without an active emergency power source.
- C. The temporary emergency power unit shall have automatic start based on power loss detected by the existing transfer switch, if utilized, or other means of detecting power loss and switching power sources.
- D. The temporary emergency power source is the responsibility of the Contractor for all maintenance, fueling, repairs and all related costs thereto.

3.2 INSTALLATION

- A. The packaged engine generator system shall be mounted on the packaged engine generator system foundation as indicated on the Contract Drawings.
- B. Lifting shall be done only at the manufacturers designated locations in full compliance with the manufacturer's installation instructions.
- C. Provide all necessary installation start up service, maintenance and operator training by factory-trained personnel as required to ensure proper equipment adjustment and performance.
 - 1. Minimum four (4) hour training to be in conjunction with transfer switch and shall educate operators of all operation and maintenance requirements.
- D. Coordinate with Contractor for connection to exterior natural gas fuel supply system to meet the requirements for providing start-up testing and standby electrical service.

3.3 TESTING

- A. To assure that the equipment has been designed and built to the highest reliability and quality standards, the manufacturer and local representatives shall be responsible for three separate tests: design prototype tests, final production tests, and site tests.
- B. Design Prototype Tests: Components of the emergency system such as the engine/generator set, transfer switch, and accessories shall not be subjected to prototype tests since the tests are potentially damaging. Rather, similar design prototypes and preproduction models, which will not be sold, shall have been used for the following tests.
 - 1. Maximum power (kW).
 - 2. Maximum motor starting (kVA) at 35% instantaneous voltage dip.
 - 3. Alternator temperature rise by embedded thermocouple and by resistance method per NEMA MG-1 22.40 and 16.40.
 - 4. Governor speed regulation under steady state and transient conditions.
 - 5. Voltage regulation
 - 6. Fuel consumption at 1/4, 1/2, 3/4, and full load.
 - 7. Harmonic analysis, voltage waveform deviation, and telephone influence factor.
 - 8. Three-phase short circuit tests.
 - 9. Alternator cooling air flow.

10. Torsional analysis testing to verify that the generator set is free of harmful torsional stresses.
 11. Endurance testing.
- C. Final Production Tests: Generator set shall be tested under varying loads with guards and exhaust system in place. Test shall include:
1. Single-step load pickup.
 2. Transient and steady state governing.
 3. Safety shutdown device testing.
 4. Voltage regulation.
 5. Rated Power.
 6. Maximum Power.
 7. Upon request, arrangements to either witness this test will be made, or a certified test record will be sent prior to shipment.
- D. Site Tests: An installation check, start-up, and building load test shall be performed by the manufacturer's local representative. The engineer, regulator operators, and the maintenance staff shall be notified of the time and date of the site test. The tests shall include:
1. Fuel, lubricating oil, and antifreeze shall be checked for conformity to the manufacturer's recommendations, under the environmental conditions present and expected.
 2. Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. These shall include: block heaters, battery charger, generator strip heaters, remote annunciator, etc.
 3. Start-up under test mode to check for exhaust leaks, path of exhaust gases outside the building, cooling air flow, movement during starting and stopping, vibration during running, normal and emergency line-to-line voltage, and phase rotation.
 4. Automatic start-up by means of simulated power outage to test remote-automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination. Engine coolant temperature, oil pressure, and battery charge level along with generator voltage, amperes, and frequency shall be monitored throughout the test. An external load bank shall be connected to the system if sufficient building load is unavailable to load the generator to nameplate kW rating.

3.4 WARRANTY

- A. A five year comprehensive warranty for the generator set shall be included to guarantee against defective material and workmanship in accordance with the manufacturer's published warranty from date of start-up.

END OF SECTION

SECTION 16720

FIRE ALARM SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide a complete and operable fire alarm system 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.

1.2 REQUIREMENTS

- A. The equipment locations shown on the Drawings are conceptual. All work shall be in accordance with the latest edition of Pamphlet No. 72 of the National Fire Protection Association's National Fire Code.
- B. All equipment shall be UL listed and designed for the intended use. All equipment shall be of the same manufacturer.
- C. Provide complete system design and obtain all necessary permits and approvals from the Fire Department responsible for the area. All associated fees shall be included in this Contract. Provide complete record drawings.
- D. Manufacturer's recommended spacing for heat and smoke detectors shall not be exceeded.
- E. All indicated or required interlocks with mechanical equipment shall be provided.

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.
 - 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades.

4. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used on the Work.
5. System wiring diagram depicting the system wiring and all its interconnections and terminations for troubleshooting.

1.4 OPERATION AND MAINTENANCE MANUALS

- A. Upon completion of this portion of the Work, and as a condition of its acceptance, deliver to the Engineer three (3) copies of an operation and maintenance manual compiled in accordance with the provisions of Section 01730 of these Specifications.

PART 2 - PRODUCT

2.1 FIRE ALARM CONTROL PANEL

- A. The fire alarm control panel shall be of solid-state, module design with integral static protection.
- B. The fire alarm control panel shall have the following features:
 1. Eight programmable areas, each with perimeter/interior partitioning, master, associate, and shared area operation.
 2. Real time clock, test timer and up to 1000 event memory log.
 3. Battery charging circuit and voltage supervision, AC power supervision.
 4. Automatic reset circuit protectors.
 5. Lightning and EMI protection.

2.2 USER INTERFACE

- A. Supervise up to 8 command centers.
- B. Full function list including up to 4 Custom Functions
- C. 14 custom authority level control user's authority to change, add, and delete pass codes and access control tokens, disarm, bypass points, initiate system and tests.

2.3 SYSTEM POWER REQUIREMENTS

- A. The system shall operate on a 120 volt, 60 hertz power supply.
- B. Standby batteries shall be capable of operating the fire/intrusion alarm system

2.4 PROGRAMMABLE OUTPUTS

- A. The following are the minimum requirements for the programmable outputs.
 1. 12 VDC, 2 Amp Alarm power

2. 1.4 Amp Aux Power
3. 4 alarm output patterns
4. Automatic bell test
5. Programmable bell shut-off timer
6. 67 programmable outputs
7. Parallel printer

2.5 INITIATING DEVICES

A. Manual Fire Alarm Activation

1. Manual station shall be of rugged, die-cast construction, designed for semi-flush mounting. Stations shall be of the break-glass design and must be opened to be reset. It shall not be possible to close a station without first resetting it.
2. Stations shall include auxiliary contacts for performing remote control functions as per the Drawings. To assure long-term operating, alarm contacts shall be gold-plated and rated for dry circuit applications of 1 mA, minimum, at 5 volt DC, minimum.
3. Manual stations shall be Honeywell Model 5140 MPS or equal.
4. Provide one (1) manual station on the interior wall at the door.

B. Plug-In Fire Detector with single sensing element.

1. Infrared (IR) sensing measures ambient light levels and flame signatures.
2. Thermal detection for temperature monitoring, compatible with an interior generator installation.
3. Provide required bases.
4. 12/24vdc power.

C. Plug-In CO2 detector with single sensing element.

1. Carbon monoxide detection
2. Provide required bases.
3. 12/24 vdc power.

D. Plug-in Smoke detector with single sensing element

1. Smoke detection
2. Provide required bases.
3. 12/24 vdc power.

2.6 HORN/STROBE ALARM

A. Horn/strobe alarm units shall be equal to System Sensor P2R as manufactured by Honeywell.

1. Die cast metal housing
2. Polycarbonate lens
3. Screw terminals lens
4. D.C. powered
5. Surface mounting with mounting plates and back boxes
6. Textured red enamel finish

2.7 MASTER FIRE ALARM LOCK BOX

- A. Master fire alarm lock box shall be equal to Supra Safe 2R as manufactured by White Easton Electronics.
 - 1. Surface mounting w/gasket door
 - 2. 1/3" inch cast allow steel

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 COORDINATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.

3.3 INSTALLATION

- A. Fire alarm system shall be installed in accordance with manufacturer's recommendations. All detector and alarm wiring shall be in 1/2" conduit minimum. Wires shall not have splices and connections shall be at equipment terminals. Manufacturer recommended wire size, taking into account voltage drop, ampacity, etc., shall be used with #16 AWG for initiating circuits and #14 AWG for alarm circuits being minimum. Provide all necessary wiring to and from the control panel.
 - 1. Two (2) alarm status outputs shall be a dry contact in the fire panel. Contacts to be connected to the SCADA panel for alarm callout and exhaust fan control panel. Output contact shall be a common alarm contact for any of the available fire panel alarms.
- B. Fire alarm system shall be tested and if any equipment is faulty or does not operate as intended, that equipment shall be replaced until the system is in proper working order. This shall be done at no additional cost to the Owner.
- C. All work shall be in accordance with the latest edition of Pamphlet No. 72 of the National Fire Protection Association's National Fire Code.
- D. All equipment shall be UL listed and designed for the intended use. All equipment shall be of the same manufacturer.
- E. Provide complete system design, obtain all necessary permits and approvals from the Fire Department responsible for the area. All associated fees shall be included in this Contract. Provide complete record drawings.
- F. Manufacturer's recommended spacing for heat, smoke and carbon monoxide detectors shall not be exceeded.

- G. All indicated or required interlocks with mechanical equipment shall be provided.
- H. Equipment must meet UL requirements and be acceptable to the Town Safety Coordinator and Fire Department.

3.4 LOCATION OF EQUIPMENT

- A. The drawings indicate the location and number of each device.

3.5 TRAINING

- A. Instruct the Owner's personnel in the proper operation and maintenance of the equipment including method replacement of parts.
- B. Training session shall be a minimum of two (2) hours.

3.6 OPERATION

- A. Enter description for each device installed into the fire alarm panel for display of each device.
- B. Test the fire alarm system including activation of each sensor with confirmation of alarm panel display and alarm output.
- C. Verify operations of fire alarm system interaction with SCADA.

END OF SECTION

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-150
FOR
SPRINGVALE TRANSFER SWITCH &
4M GENERATOR

BOARD OF SELECTMEN

AMY K. MISTROT, CHAIRMAN
SUSAN G. SALAMOFF, VICE CHAIRMAN
MICHAEL J. HICKEY, JR., CLERK
JONATHAN H. FREEDMAN
RICHARD P. JENNETT, JR.

TOWN ADMINISTRATOR

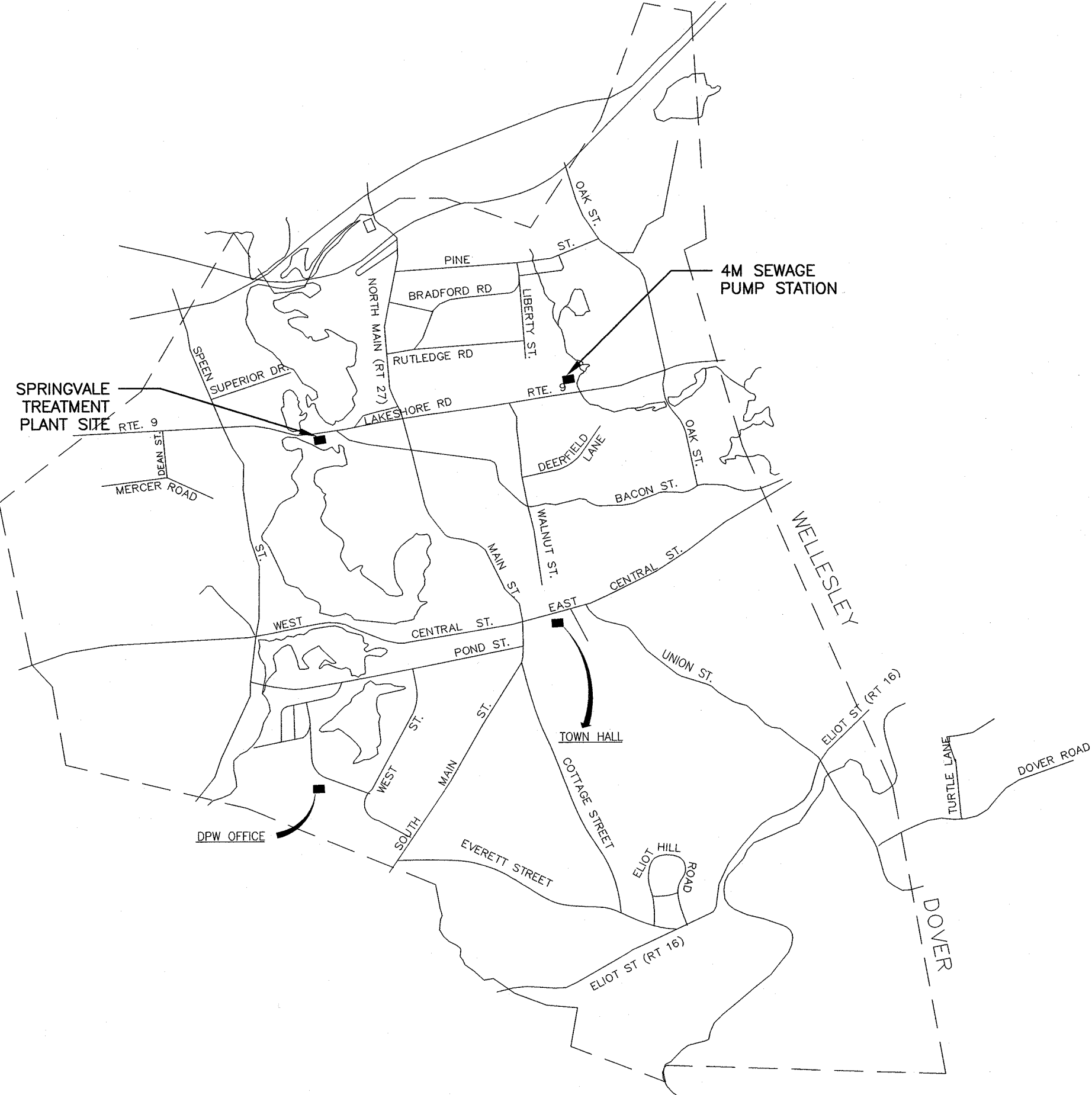
MELISSA A. MALONE

DIRECTOR OF PUBLIC WORKS

JEREMY MARSETTE

WATER AND SEWER SUPERINTENDENT

ANTHONY COMEAU

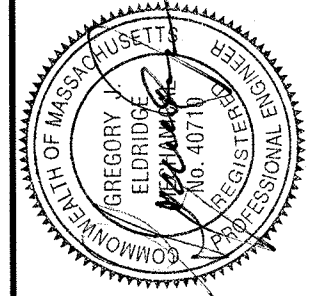


HALEY AND WARD, INC.
ENGINEERS
MAYNARD, MASSACHUSETTS

SEPTEMBER, 2018

SHEET NO.	DRAWING NO.	DRAWING NAME
1	CVR	COVER SHEET
2	E1	GENERAL NOTES AND 4M FAN CONTROL PANEL
3	E2	FILTER BUILDING TRANSFER SWITCH
4	E3	HIGHLIFT BUILDING TRANSFER SWITCH – OMITTED
5	E4	4M GENERATOR REPLACEMENT LAYOUT
6	M1	4M DEMO, PIPING AND CONCRETE DETAILS
7	A1	4M ARCHITECTURAL DETAILS

Haley and Ward, Inc.
63 GREAT ROAD, SUITE 200,
MAYNARD, MASSACHUSETTS 01754-2097
PHONE: (978) 648-6025 FAX: (978) 648-6068
www.haleyward.com

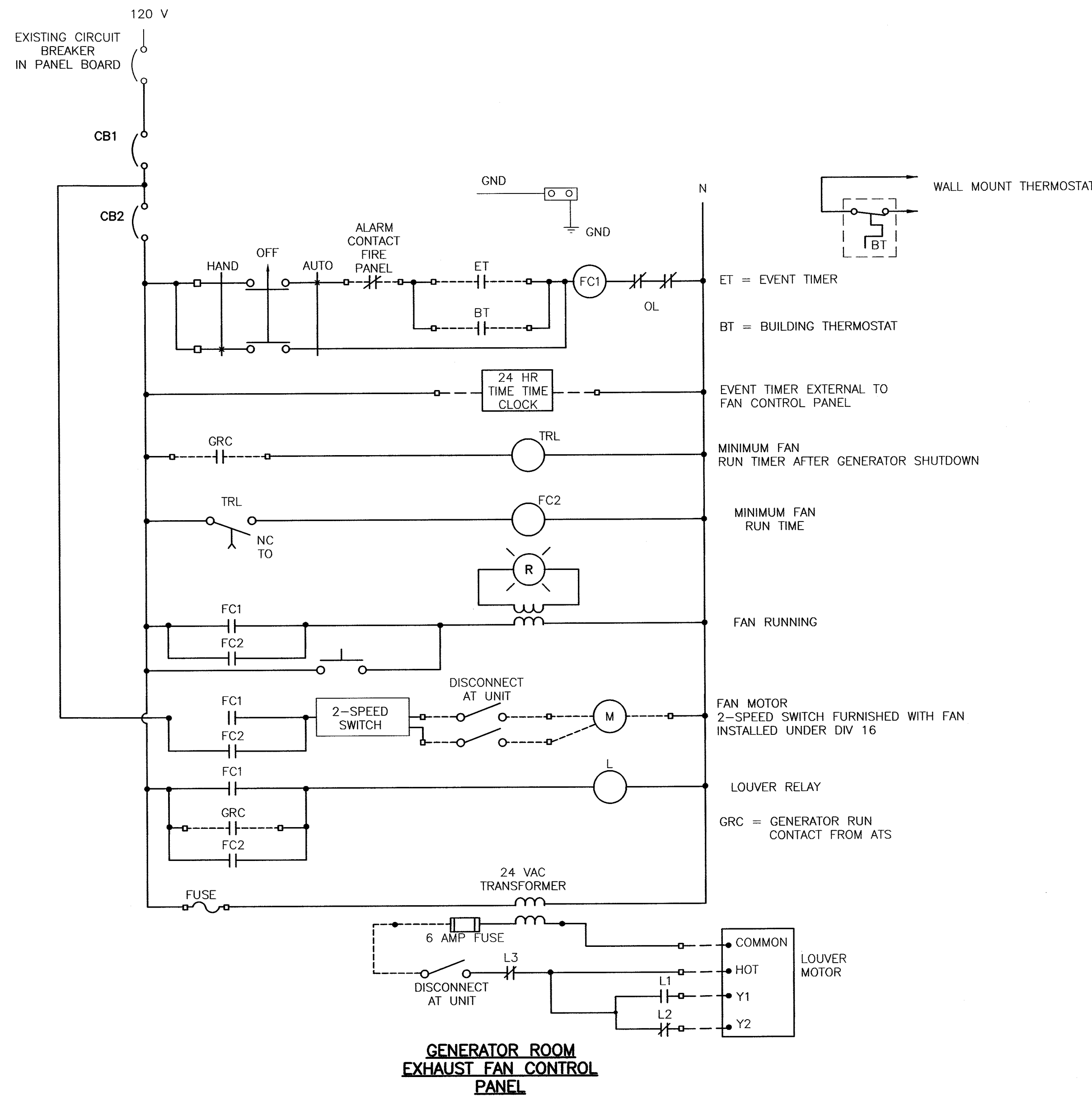
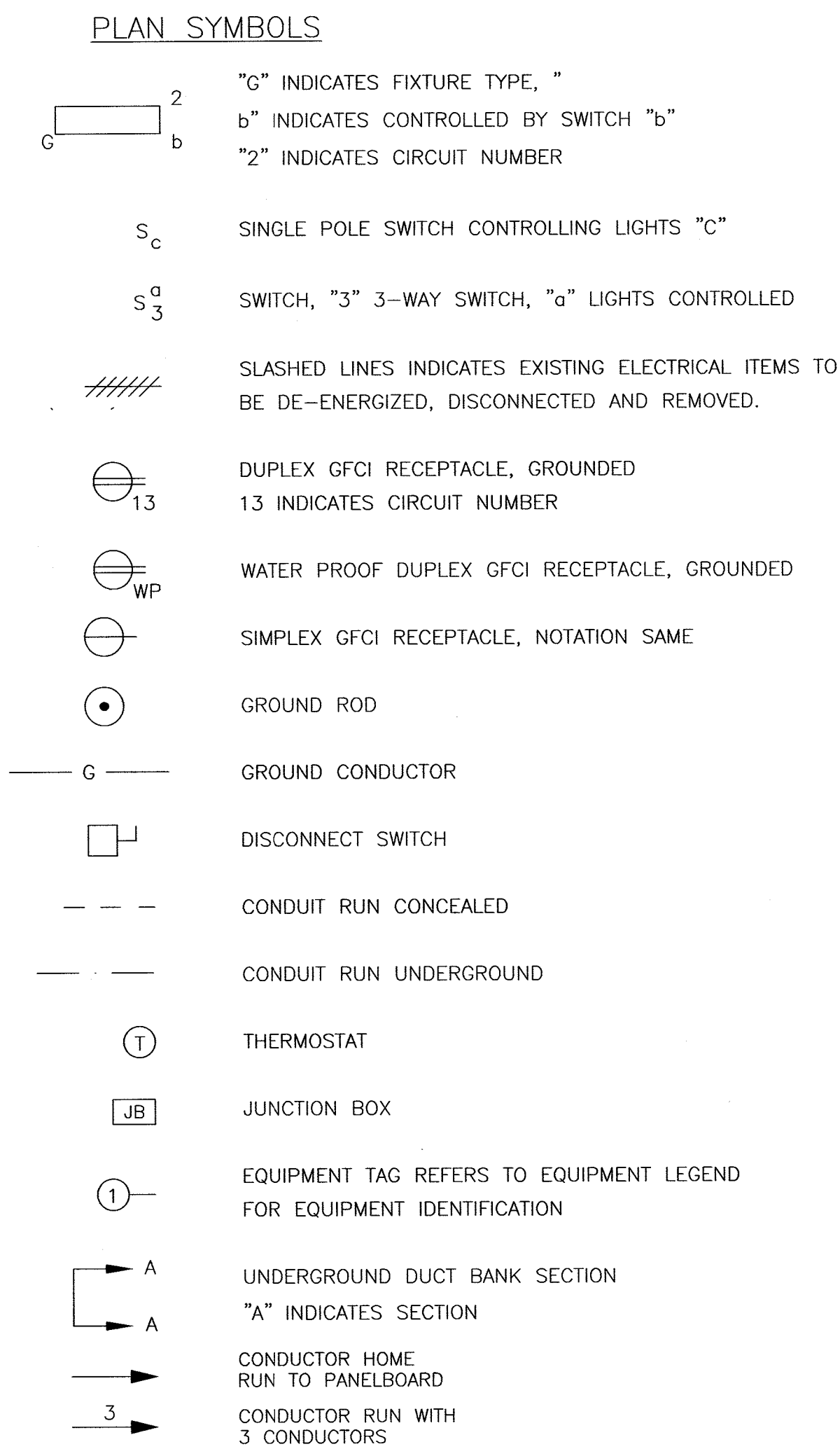
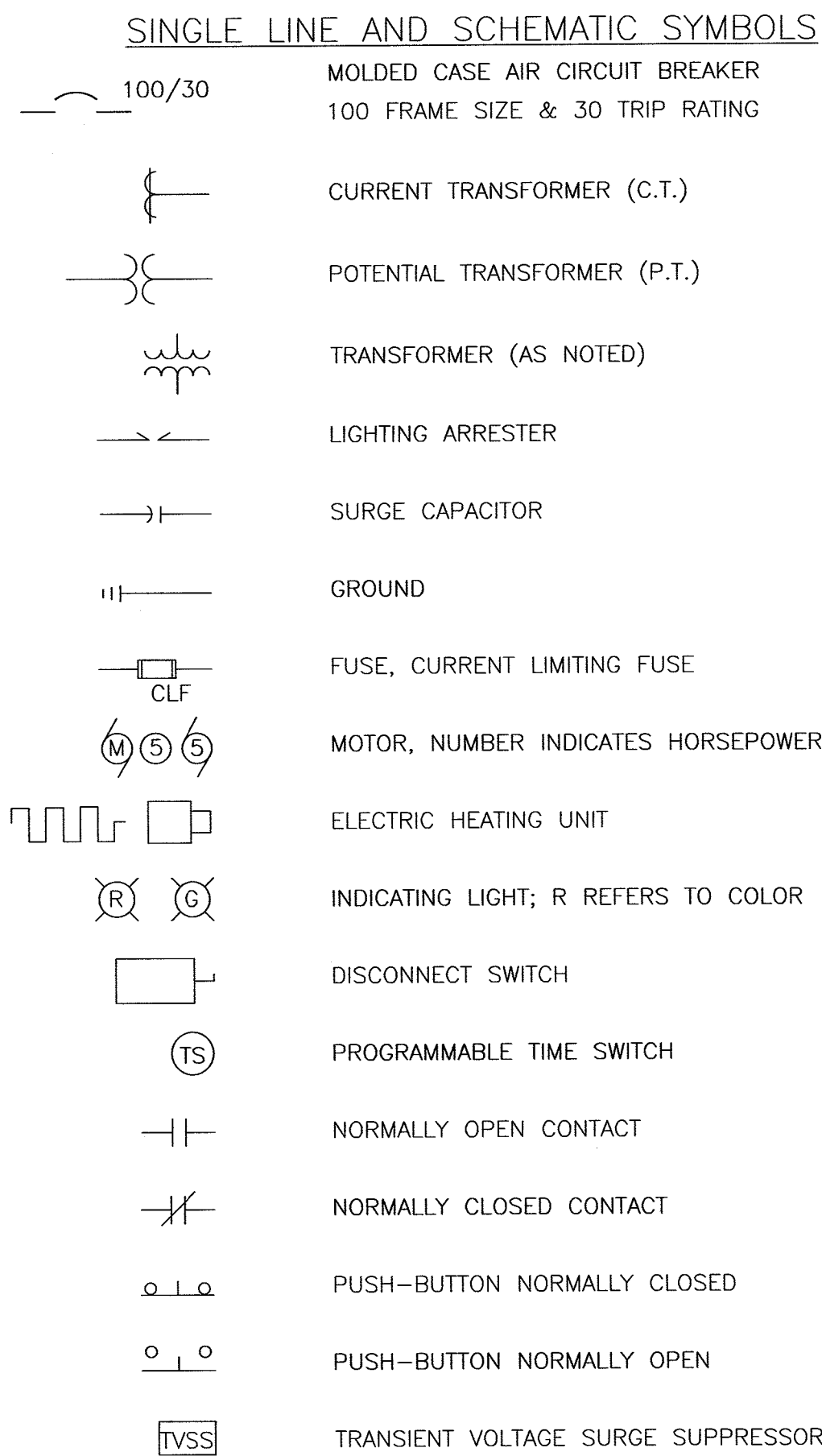


SHEET NO.: 1 OF 7	CHECKED	DATE	BY
CONTRACT NO.: W-150	REVISED	DATE	BY
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DATE DRAWN: NOVEMBER 2017			
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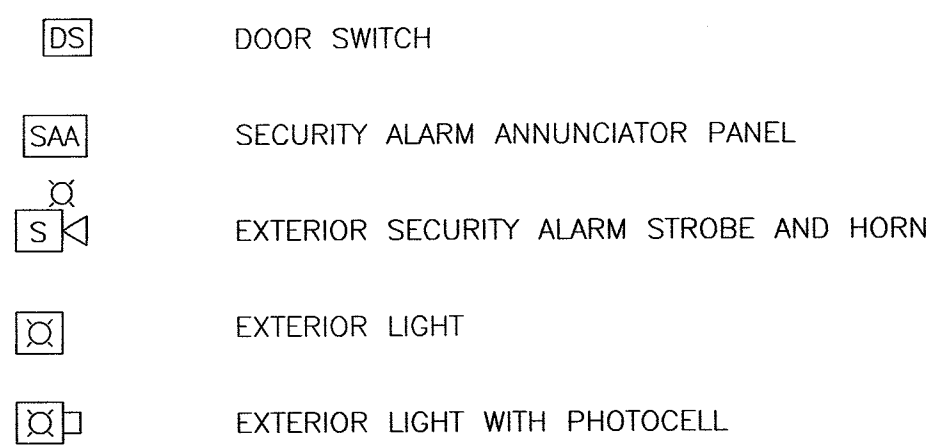
DWG. NO.
CVR

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN
SPRINGVALE TRANSFER
SWITCH & 4M GENERATOR

VISIT OUR WEB SITE
www.haleyward.com
PLAN HOLDER LISTS
BID RESULTS
PROJECT DESCRIPTIONS
CONTACT INFORMATION
DIRECTIONS

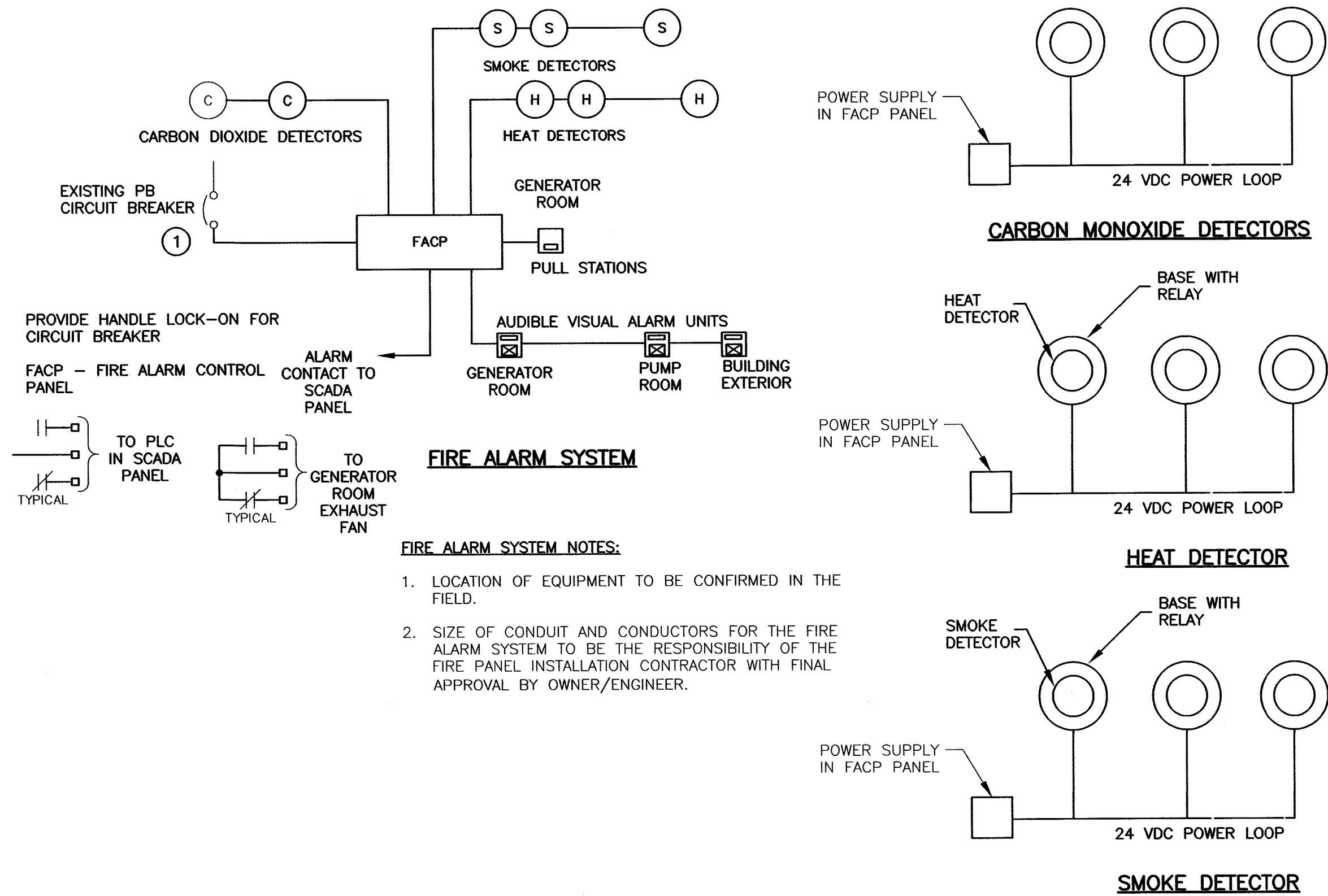


SECURITY SYSTEM SYMBOLS



GENERAL NOTES FOR ALL WORK

- TEXT LABELED GENERAL NOTES SHALL PERTAIN TO ALL ELECTRICAL DRAWINGS. TEXT LABELED NOTES SHALL PERTAIN TO THAT SPECIFIC DRAWING.
- ALL CONDUIT AND EQUIPMENT SHALL BE INSTALLED AND GROUNDED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE AND APPLICABLE LOCAL CODES.
- PROVIDE GROUND CONNECTIONS TO GROUND ROD SYSTEM BONDING JUMPERS, CONDUIT CLAMPS AND POINTS OF ATTACHMENT ARE NOT SHOWN ON DRAWINGS. SIZE BONDING JUMPERS IN ACCORDANCE WITH TABLE 250-94 OF THE NATIONAL ELECTRICAL CODE. THE POINTS OF ATTACHMENT OF THE GROUND CLAMPS SHALL BE IN ACCESSIBLE LOCATIONS.
- CONDUIT INSTALLATIONS ARE SHOWN DIAGRAMMATIC ALLY ONLY AND SHALL BE INSTALLED IN A MANNER TO PREVENT CONFLICTS WITH EQUIPMENT AND STRUCTURAL CONDITIONS. EXPOSED CONDUIT SHALL BE INSTALLED PARALLEL TO BEAMS AND WALLS.
- CONDUITS SHALL BE TERMINATED SO AS TO PERMIT NEAT CONNECTIONS TO MOTORS AND OTHER EQUIPMENT.
- NO CONDUIT SMALLER THAN 1/2" PIPE SIZE NOR POWER CONDUCTOR SMALLER THAN NO. 12 A.W.G. SHALL BE USED UNLESS OTHERWISE NOTED.
- THE WIRING DIAGRAMS, QUANTITY AND SIZE OF WIRES AND CONDUIT REPRESENT A SUGGESTED ARRANGEMENT BASED UPON SELECTED STANDARD COMPONENTS OF ELECTRICAL EQUIPMENT. MODIFICATIONS ACCEPTABLE TO THE ENGINEER MAY BE MADE BY THE CONTRACTOR TO ACCOMMODATE EQUIPMENT ACTUALLY PURCHASED. THE BASIC SEQUENCE AND METHOD OF CONTROL MUST BE MAINTAINED AS INDICATED ON THE DRAWINGS AND/OR SPECIFICATIONS.
- SWITCHES SHALL BE MOUNTED 4'-0" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED. RECEPTACLES SHALL BE MOUNTED 3'-0" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED, EXCEPT RECEPTACLES IN OFFICES OR AREAS WITH SUSPENDED CEILING SHALL BE MOUNTED 1'-6" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED.
- ALL SURFACE MOUNTED PANELS AND PANEL BOARDS ON THE INSIDE OF THE EXTERIOR WALLS BELOW GRADES OR IN OTHER LOCATIONS CONSIDERED AS DAMP, SHALL BE MOUNTED SO AS TO MAINTAIN A 1/4" AIR SPACE BETWEEN THE ENCLOSURE AND THE WALL.
- ALL PANEL BOARDS SHALL BE MOUNTED SO THAT THE DISTANCE FROM THE TOP CIRCUIT BREAKER OPERATING HANDLE TO THE FLOOR SHALL NOT EXCEED 6'-6".
- LIGHTING FIXTURES SHALL BE MOUNTED ACCORDING TO THE MOUNTING HEIGHT GIVEN ON THE DRAWINGS, WITH THE DISTANCE BEING MEASURED FROM THE BOTTOM OF THE LIGHTING FIXTURE TO THE FINISHED FLOOR. IF NOT NOTED ON DRAWING, ENGINEER OR OWNER TO DETERMINE IN FIELD.
- PROVIDE CONDUIT AND WIRE FOR ALL SURGE PROTECTION DEVICES AT INSTRUMENTS AND INSTRUMENTATION PANELS. SURGE PROTECTION DEVICES TO BE PROVIDED BY DIVISION 16 SUPPLIER.
- CONDUIT AND WIRE (NOT SHOWN) FOR THE HVAC CONTROL EQUIPMENT AND MISCELLANEOUS DEVICES SHALL BE FURNISHED AND INSTALLED AS FOLLOWS:
 - 1/2" (MIN.) RIGID PVC CONDUIT
 - NO. 12 CU. WIRE (MIN.) TYPE "THWN/THHN" NO. OF WIRES AS REQUIRED
- CONDUIT AND WIRE (NOT SHOWN) FOR LIGHTING FIXTURES, SWITCHES AND/OR RECEPTACLES SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR AND SHALL BE:
 - 1/2" (MIN.) RIGID PVC CONDUIT
 - EXPOSED IN UNFINISHED AREAS
 - CONCEALED ABOVE SUSPENDED CEILINGS AND IN WALLS IN FINISHED AREAS
 - NO. 12 CU. WIRE (MIN.) TYPE "THWN/THHN" NO. OF WIRES AS REQUIRED, INCLUDING GROUND
- OUTLET, SWITCH, JUNCTION, PULL AND TERMINAL BOXES SHALL BE PROVIDED WITH NEMA ENCLOSURE AS INDICATED ON THE EQUIPMENT ENCLOSURE SCHEDULE.
- DUCTLINE CONDUIT SIZES ARE GIVEN IN THE DUCTLINE SECTIONS, WHERE THE SAME CONDUIT NUMBER IS USED BOTH IN THE DUCTLINE AND IN A BUILDING. THE CONDUIT SIZE GIVEN IN THE CONDUIT SCHEDULE APPLIES TO THE CONDUIT IN THE BUILDING ONLY.
- ALL CONDUIT RUNS CROSSING EXPANSION JOINTS SHALL BE EXPANSION OR DEFLECTION TYPE FITTINGS AS REQUIRED. FOR EXACT LOCATIONS OF EXPANSION JOINTS SEE STRUCTURAL DRAWINGS.
- EXISTING EQUIPMENT SHALL BE SHOWN IN A LIGHT LINEWEIGHT. NEW EQUIPMENT SHALL BE SHOWN IN A HEAVY LINE WEIGHT.



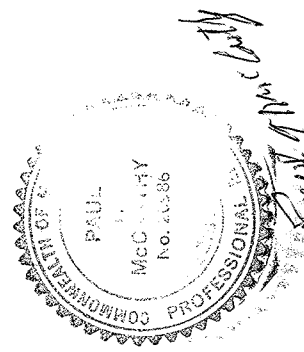
TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

**SPRINGVALE TRANSFER
SWITCHES & 4M
GENERATOR**

**4M FAN
CONTROL
PANEL AND
FIRE**

Haley and Ward, Inc.

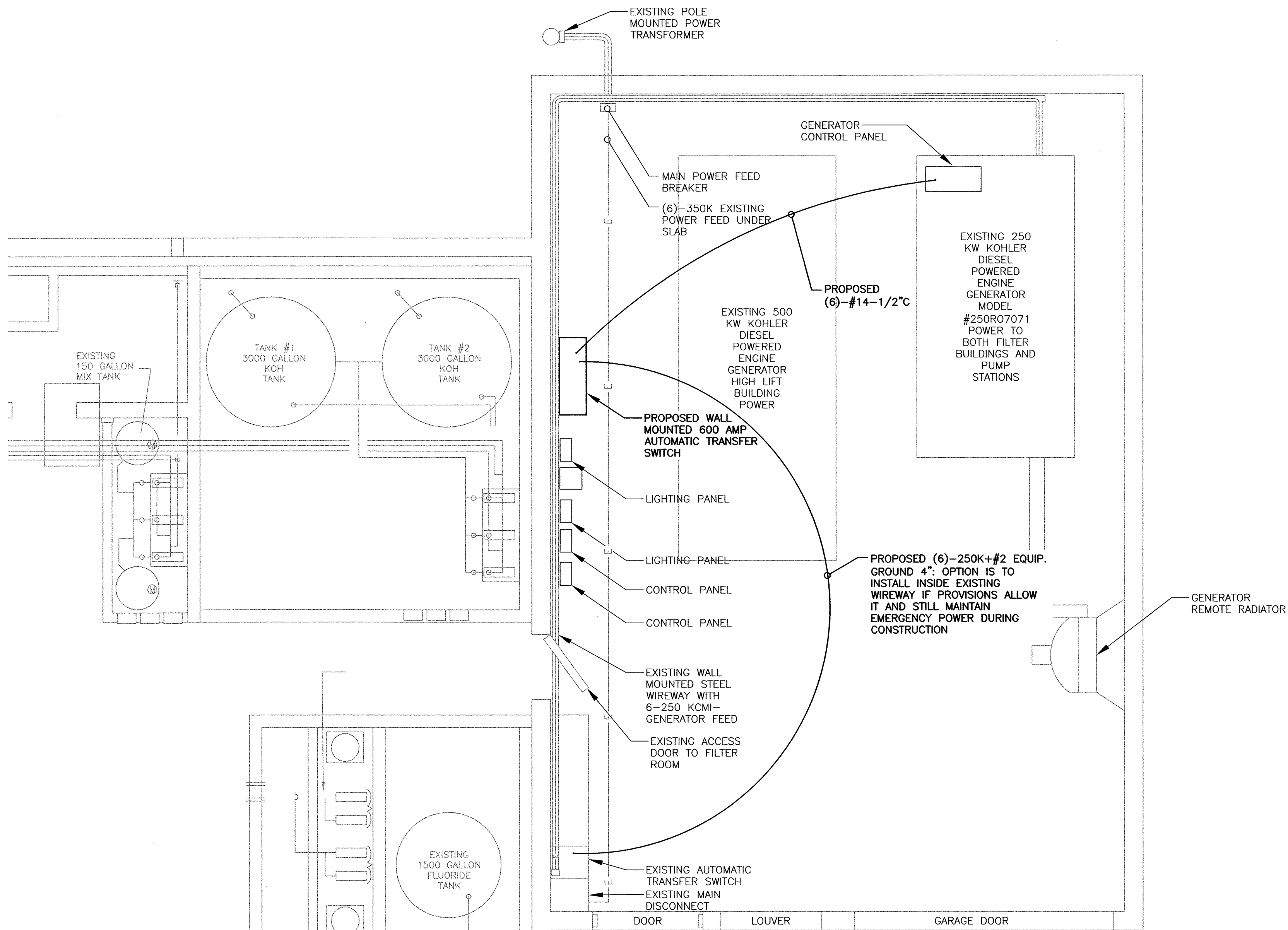
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MAYNARD, MASSACHUSETTS 01754-2097
PHONE: (978) 648-6025 FAX: (978) 648-6068
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SHEET NO.:	2 OF 7	CONTRACT NO.:	W-150	SCALE:	1/2" = 1'	DATE DRAWN:	SEPTEMBER 2017	DRAWN BY:	GJE	FILE NO.:	NAT-444-E1.DWG
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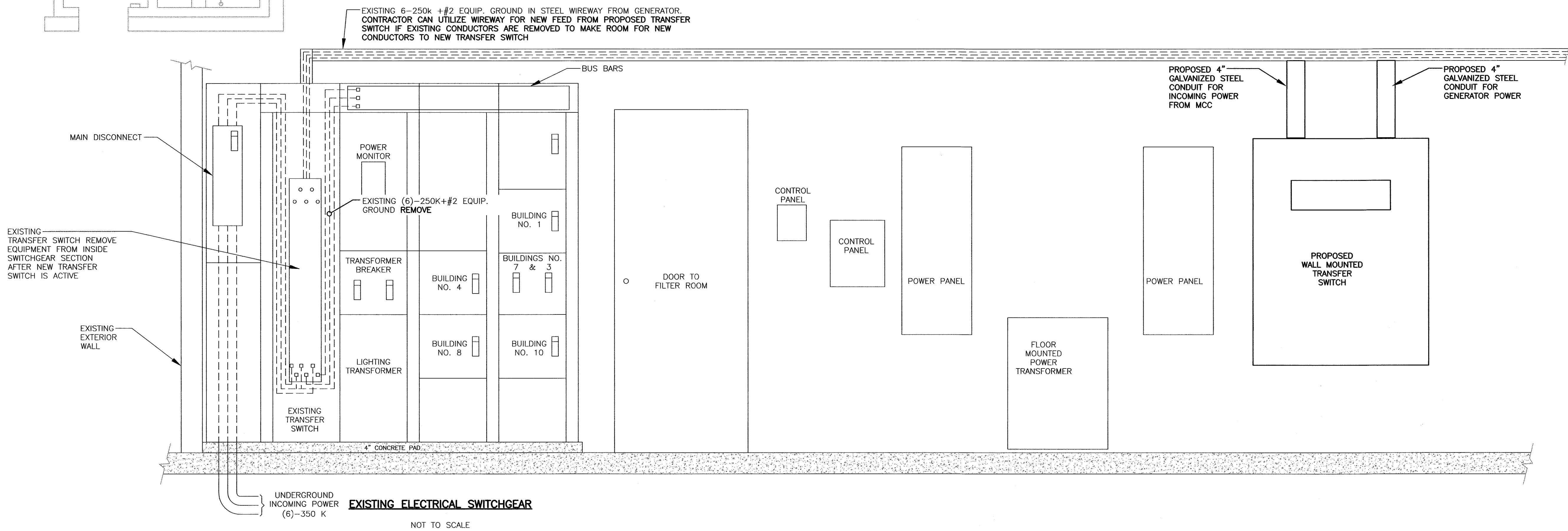
DWG. NO.

E1



SCOPE OF WORK

1. REPLACE FILTER BUILDINGS AUTOMATIC TRANSFER SWITCH LOCATED INSIDE ELECTRICAL SWITCHGEAR SECTION WITH NEW WALL MOUNTED SWITCH.
2. TRANSFER SWITCH PROVIDES POWER TO (3)-STATIONS, OFFICE/GARAGE AND (2)-WATER TREATMENT PLANTS.
3. DOWNTIME FOR POWER IS LIMITED TO NO MORE THAN (2)-HOURS, DURING THE PERIOD FROM MAY THRU AND INCLUDING OCTOBER, IN ANY 24 HOUR PERIOD. DOWNTIME FOR POWER IS LIMITED TO NO MORE THAN 48 HOURS, IN ANY GIVEN PERIOD OUTSIDE THE ABOVEMENTIONED MONTHS.
4. PROVISIONS SHALL BE MADE TO PROVIDE TEMPORARY POWER AND EMERGENCY BACK UP POWER TO ALL BUILDINGS DURING WORK IF THE ABOVEMENTIONED PROVISIONS CANNOT BE MET. EMERGENCY GENERATOR CAN PART OF THAT PLAN.
5. DIESEL FUEL FOR THE EXISTING GENERATOR, IF USED AS PART OF THE TEMPORARY POWER, SHALL BE THE RESPONSIBILITY OF THE OWNER. ALL OTHER FUEL USAGE WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. EXISTING 250KW 480 VOLTS 3 PHASE 376 AMP DIESEL POWERED GENERATOR TO REMAIN.
7. CONTRACTOR CAN UTILIZE EXISTING STEEL WIREWAY FOR NEW CONDUCTORS WHERE POSSIBLE. CONTRACTOR TO CONFIRM EXISTING WIREWAY HAVE APPROPRIATE CAPACITY FOR NEW CONDUCTORS. IF CAPACITY IS NOT AVAILABLE FOR NEW CONDUCTORS THEN CONTRACTOR INSTALL NEW GALVANIZED CONDUITS.
8. ONCE THE NEW TRANSFER SWITCH IS OPERATIONAL AND FULLY TESTED. CONTRACTOR TO REMOVE EXISTING TRANSFER SWITCH FROM THE SWITCHGEAR SECTION AND DISPOSE OF SAME.
9. CONTRACTOR TO REMOVE PILOT DEVICES IN EXISTING TRANSFER SWITCH GEAR SECTION, WHICH INCLUDE 3 PILOT LIGHTS, ONE PUSH BUTTON AND 2 ROTARY SWITCHES. CONTRACTOR TO INSTALL A PAINTED STEEL PLATE TO COVER THE OPENINGS LEFT BY REMOVING THE PILOT DEVICES.
10. THE EXISTING TRANSFER SWITCH INCLUDES POWER MONITORING EQUIPMENT INSTALLED AND MAINTAINED BY AN EVERSOURCE ELECTRIC COMPANY SUB-CONTRACTOR. UNDER THIS CONTRACT, CONTRACTOR IS RESPONSIBLE FOR COORDINATING REINSTALLATION OF THE MONITORING EQUIPMENT WHEN THE NEW TRANSFER SWITCH IS INSTALLED AND ACTIVATED.



TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

SPRINGVALE TRANSFER
SWITCHES & 4M
GENERATOR

FILTER BUILDING
TRANSFER SWITCH

Haley and Ward, Inc.

63 GREAT ROAD, SUITE 200,
MAYNARD, MASSACHUSETTS 01754-2097
PHONE: (978) 648-6025 FAX: (978) 648-6088
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PAUL
McCHERTY
No. 00886
PROFESSIONAL
REGISTERED

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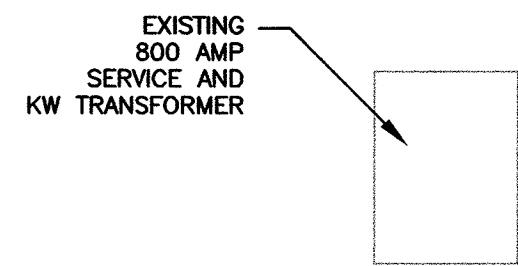
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SHEET NO.:	3 OF 7
CONTRACT NO.:	W-150
SCALE:	1/4" = 1'-0"
DATE DRAWN:	OCTOBER, 2017
DRAWN BY:	LLC
FILE NO.:	NAT_440-E2.DWG

DWG. NO.

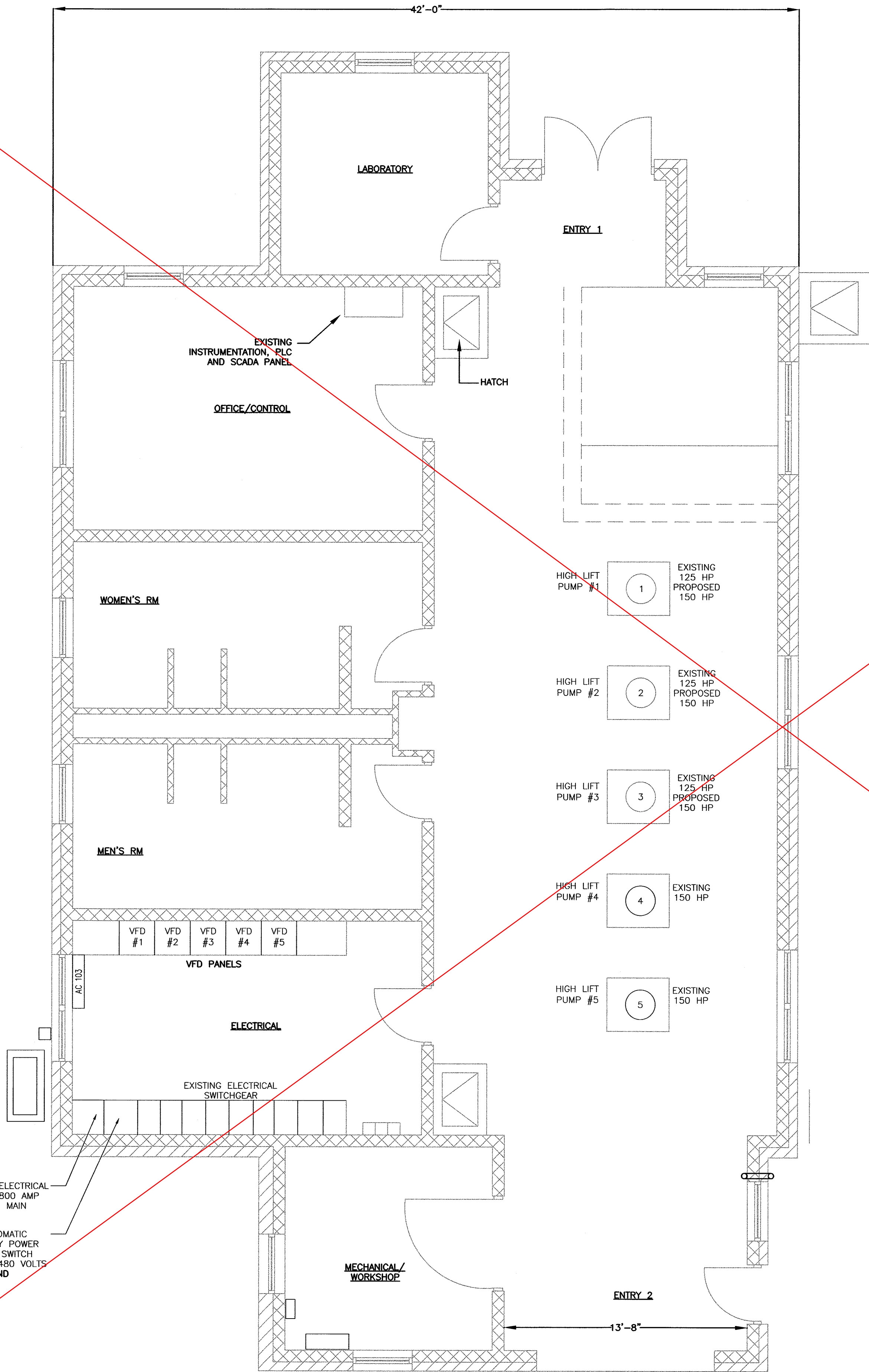
E-2

J:\Natick\440 Springvale Transfer Switch Replacement CT W-150\CADD\NAT_440-E3.dwg, 11/15/2017 2:44:51 PM



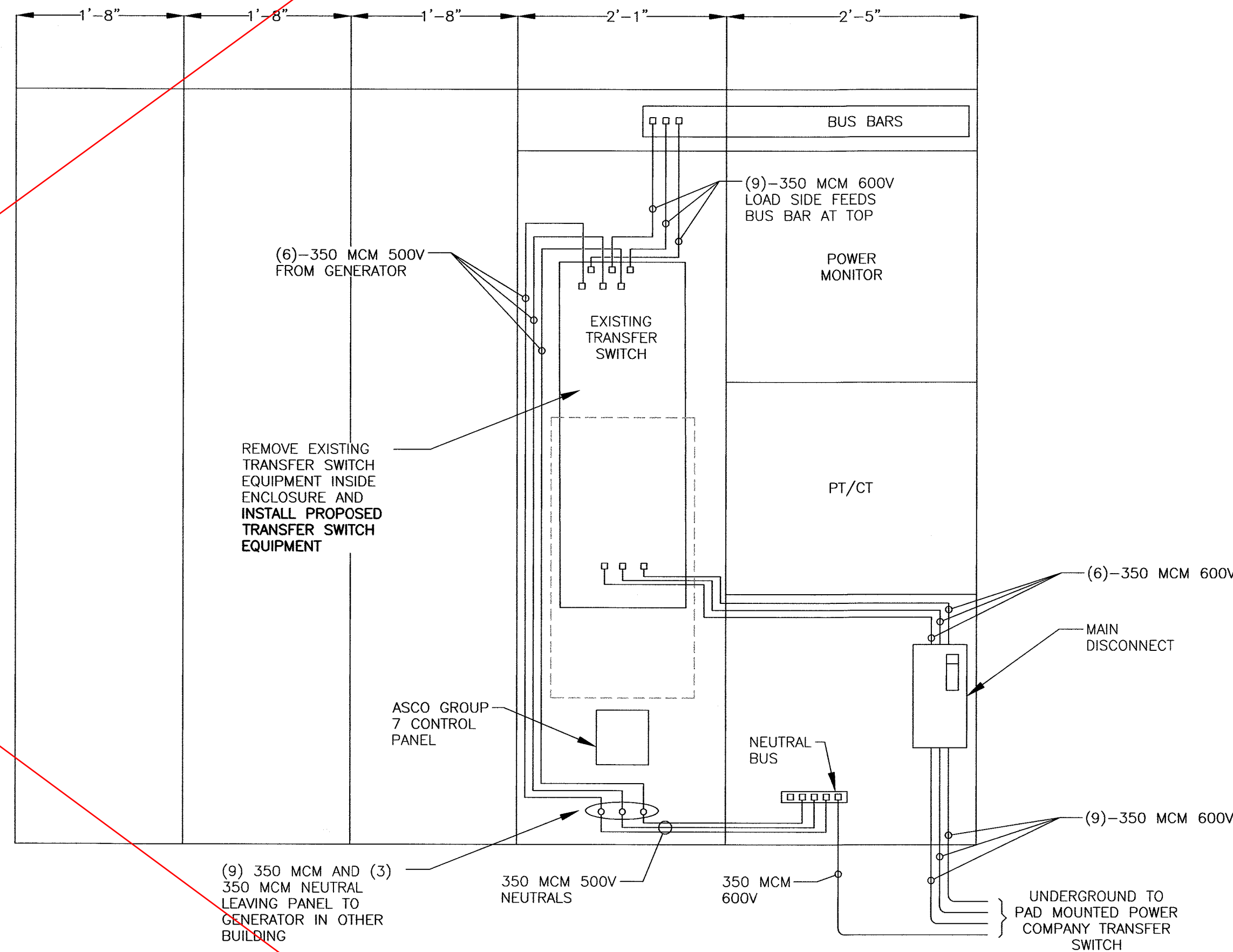
INCOMING ELECTRICAL
SERVICE 800 AMP
480 VOLTS MAIN
BREAKER

ASCO AUTOMATIC
EMERGENCY POWER
TRANSFER SWITCH
800 AMP 480 VOLTS
REMOVE AND
REPLACE



SCOPE OF WORK

1. REPLACE HIGH LIFT BUILDINGS 800AMP 480 VOLTS AUTOMATIC SWITCH COMPANY AUTOMATIC TRANSFER SWITCH LOCATED INSIDE ELECTRICAL SWITCHGEAR SECTION WITH NEW 800 AMP ASCO TRANSFER SWITCH.
2. TRANSFER SWITCH PROVIDES POWER TO THE HIGH PUMP BUILDING.
3. DOWNTIME FOR POWER IS LIMITED TO NO MORE THAN (2)-HOURS, DURING THE MONTHS OF MAY THRU AND INCLUDING OCTOBER, IN ANY 24 HOUR PERIOD. DOWNTIME FOR POWER IS LIMITED TO NO MORE THAN 2 CONSECUTIVE DAYS IN ANY 5 DAY PERIOD OUTSIDE THE ABOVEMENTIONED MONTHS.
4. PROVISIONS SHALL BE MADE TO PROVIDE TEMPORARY POWER AND EMERGENCY BACK UP POWER TO THE HIGHLIFT BUILDING DURING WORK, IF THE ABOVEMENTIONED PROVISIONS CANNOT BE MET. EXISTING GENERATOR CAN BE UTILIZED FOR THE TEMPORARY POWER SETUP.
5. DIESEL FUEL FOR THE EXISTING GENERATOR, IF USED AS PART OF THE TEMPORARY POWER, SHALL BE THE RESPONSIBILITY OF THE OWNER. ALL OTHER FUEL USE IS THE RESPONSIBILITY OF THE CONTRACTOR.
6. CONTRACTOR REMOVE AND DISPOSE OF THE EXISTING TRANSFER SWITCH.
7. CONTRACTOR TO INSTALL NEW HMI AND REQUIRED SWITCHES AND TOUCH PADS IN THE DOOR OF THE TRANSFER SWITCH. EXISTING ASCO PLATE AND SWITCHES TO BE REMOVED AND CONTRACTOR TO FURNISH COATED STEEL PLATE TO COVER OPENING.
8. THE EXISTING TRANSFER SWITCH INCLUDES POWER MONITORING EQUIPMENT INSTALLED AND MAINTAINED BY AN EVERSOURCE ELECTRIC COMPANY SUB-CONTRACTOR. UNDER THIS CONTRACT, CONTRACTOR IS RESPONSIBLE FOR COORDINATING REINSTALLATION OF THE MONITORING EQUIPMENT WHEN THE NEW TRANSFER SWITCH IS INSTALLED AND ACTIVATED.



ELECTRICAL SWITCHGEAR

NOT TO SCALE

WORK OMITTED FROM PROJECT

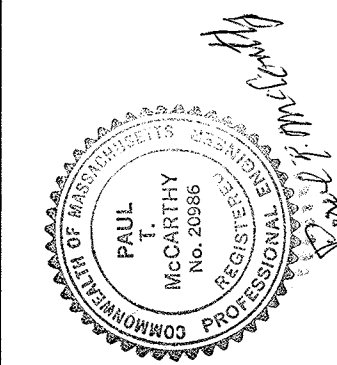
TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

**SPRINGVALE TRANSFER
SWITCHES & 4M
GENERATOR**

**HIGH LIFT
BUILDING
TRANSFER
SWITCH**

Haley and Ward, Inc.

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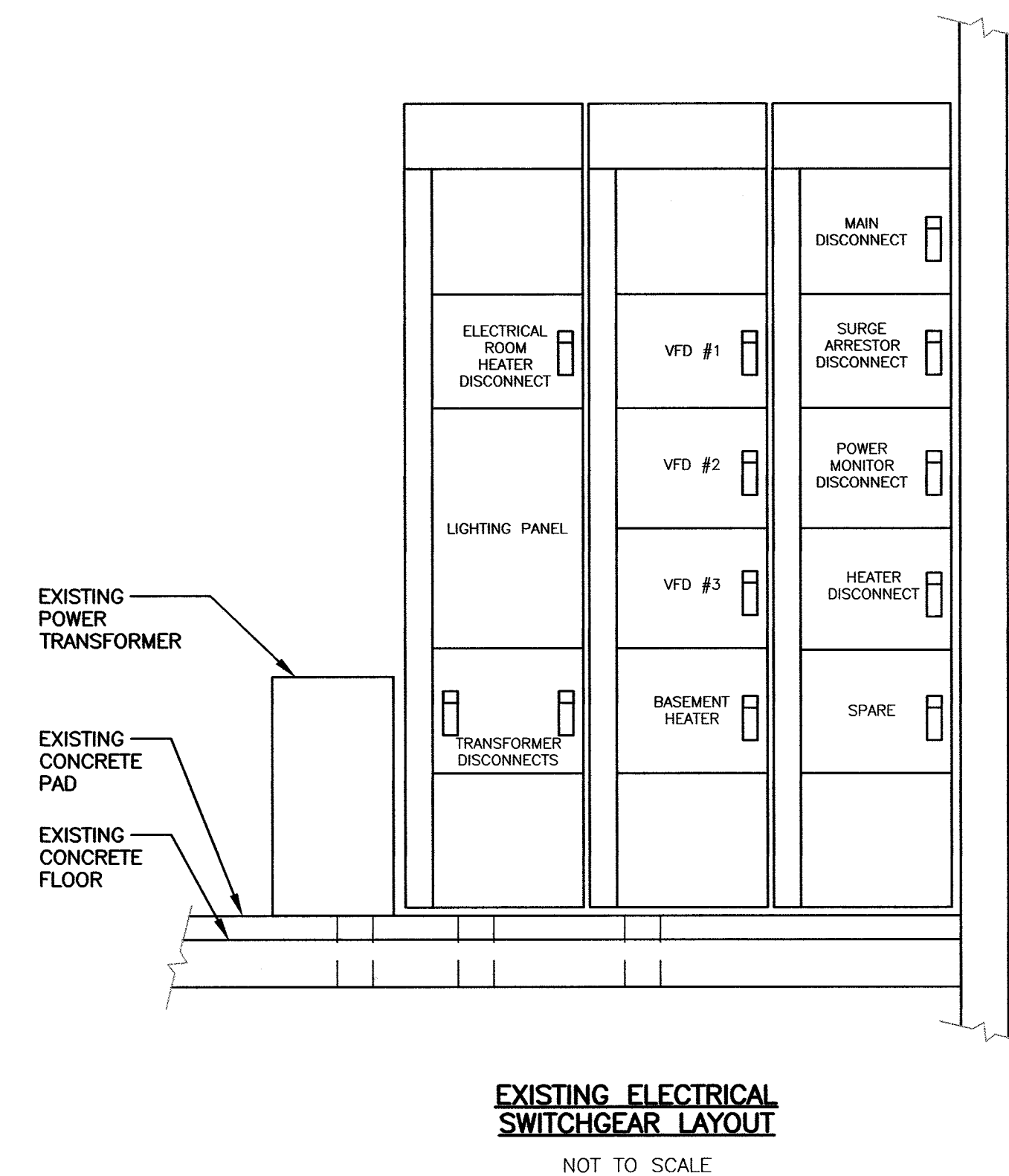
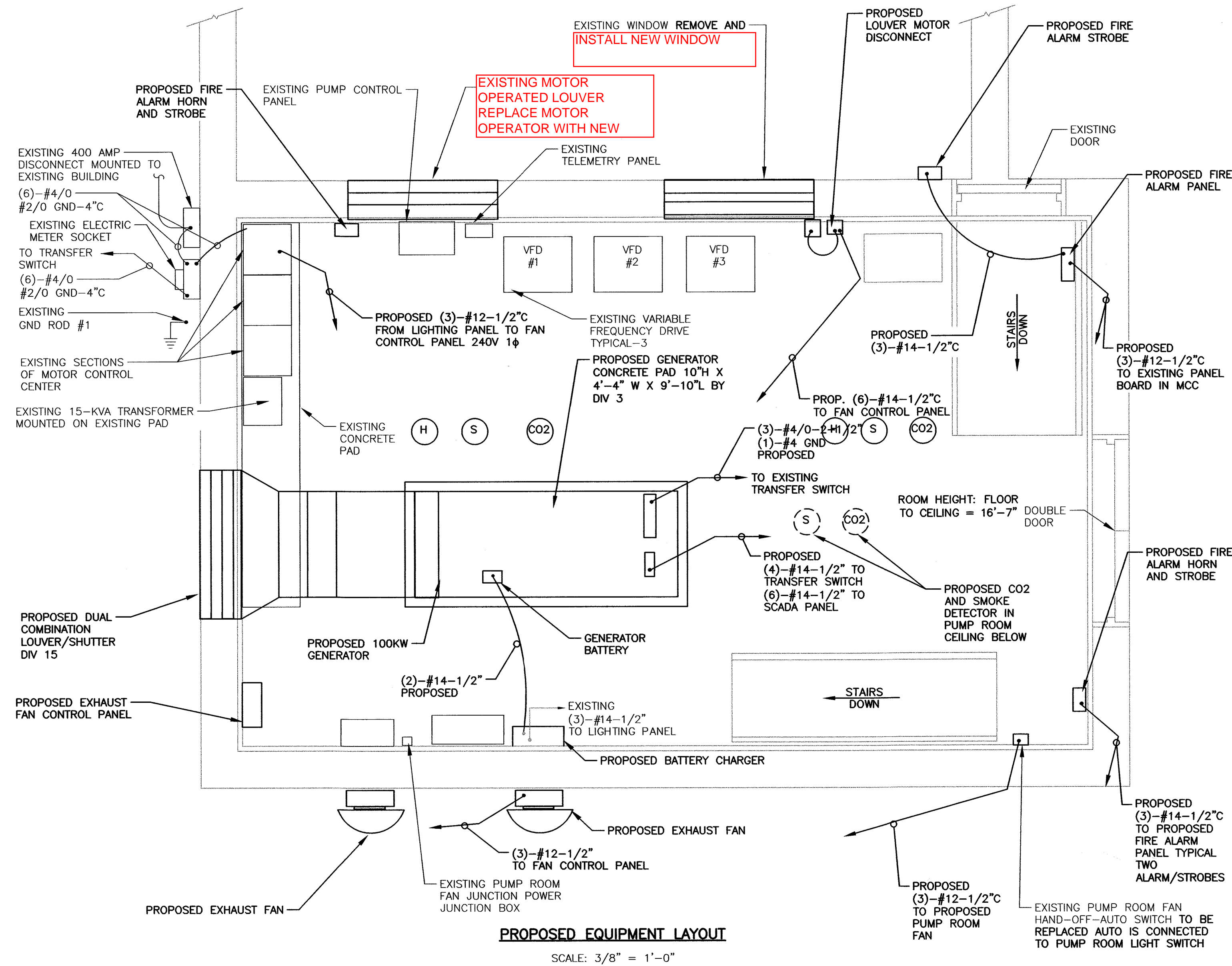
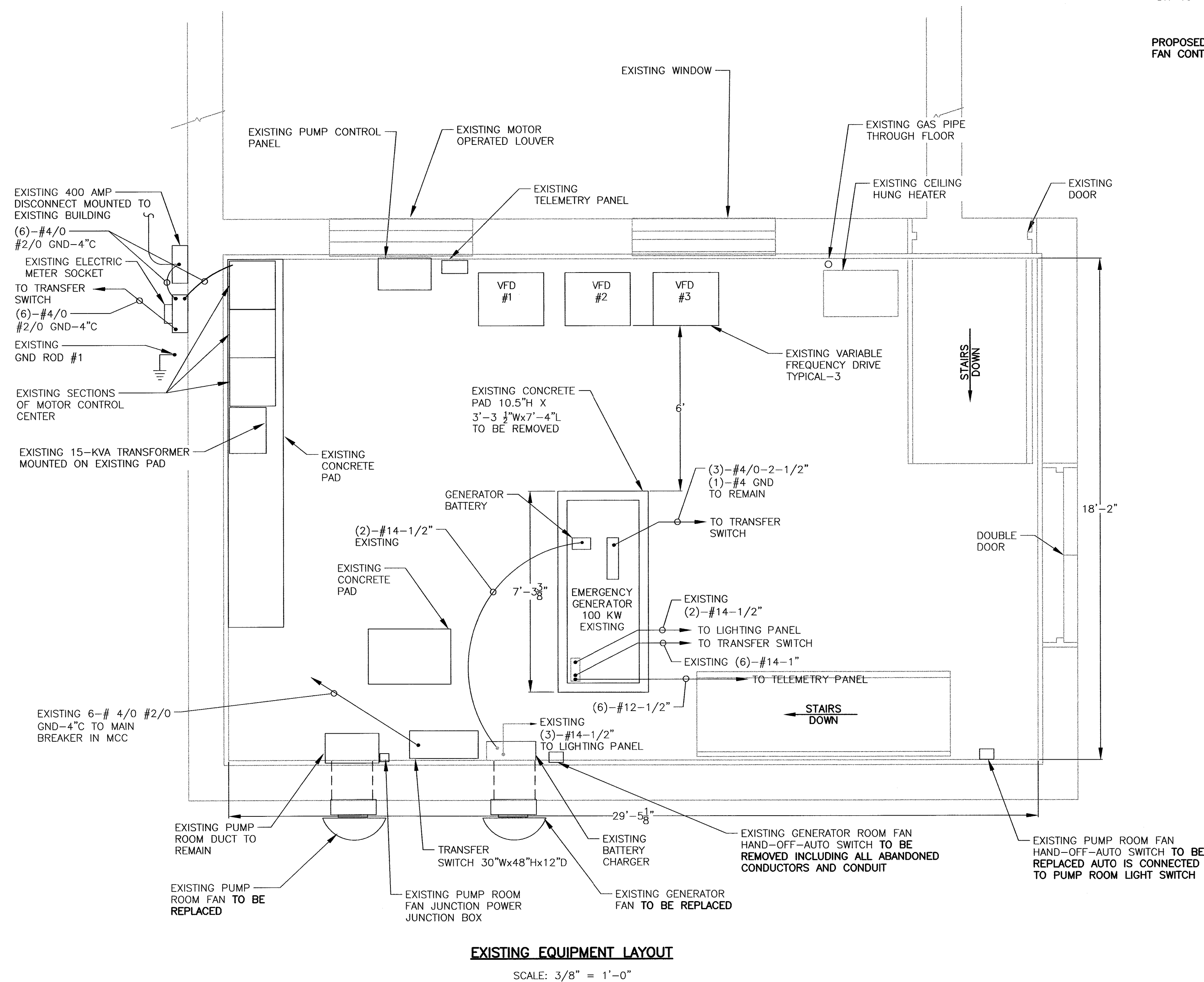


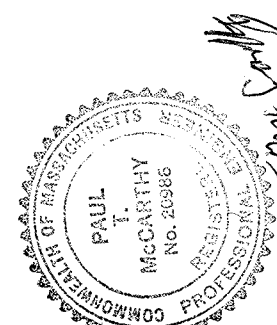
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SHEET NO.:	4 OF 7		
CONTRACT NO.:	W-150		
SCALE:	1/4" = 1'-0"		
DATE DRAWN:	OCTOBER 2017		
DRAWN BY:	GJE		
FILE NO.:	NAT-440-E3		

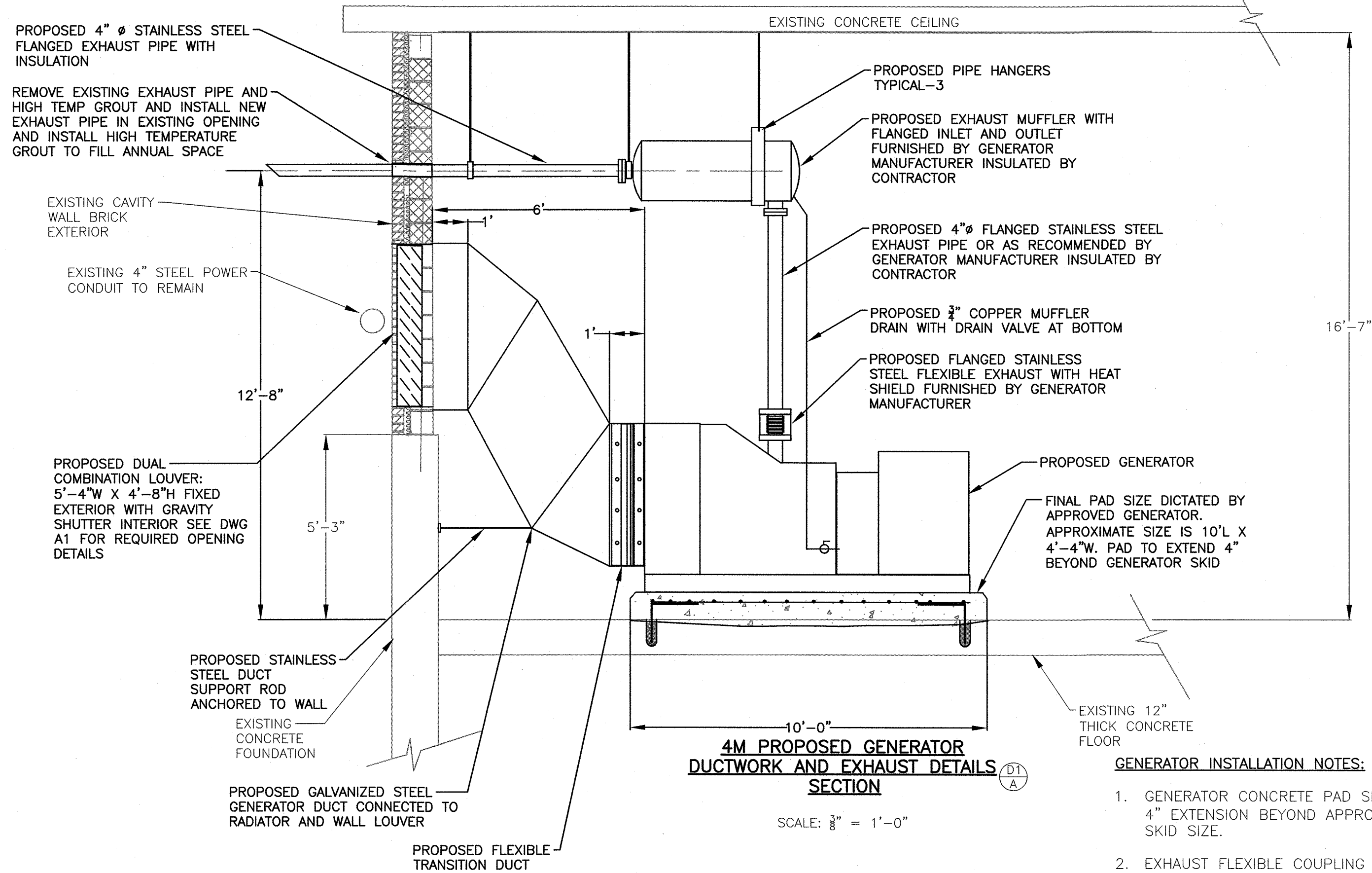
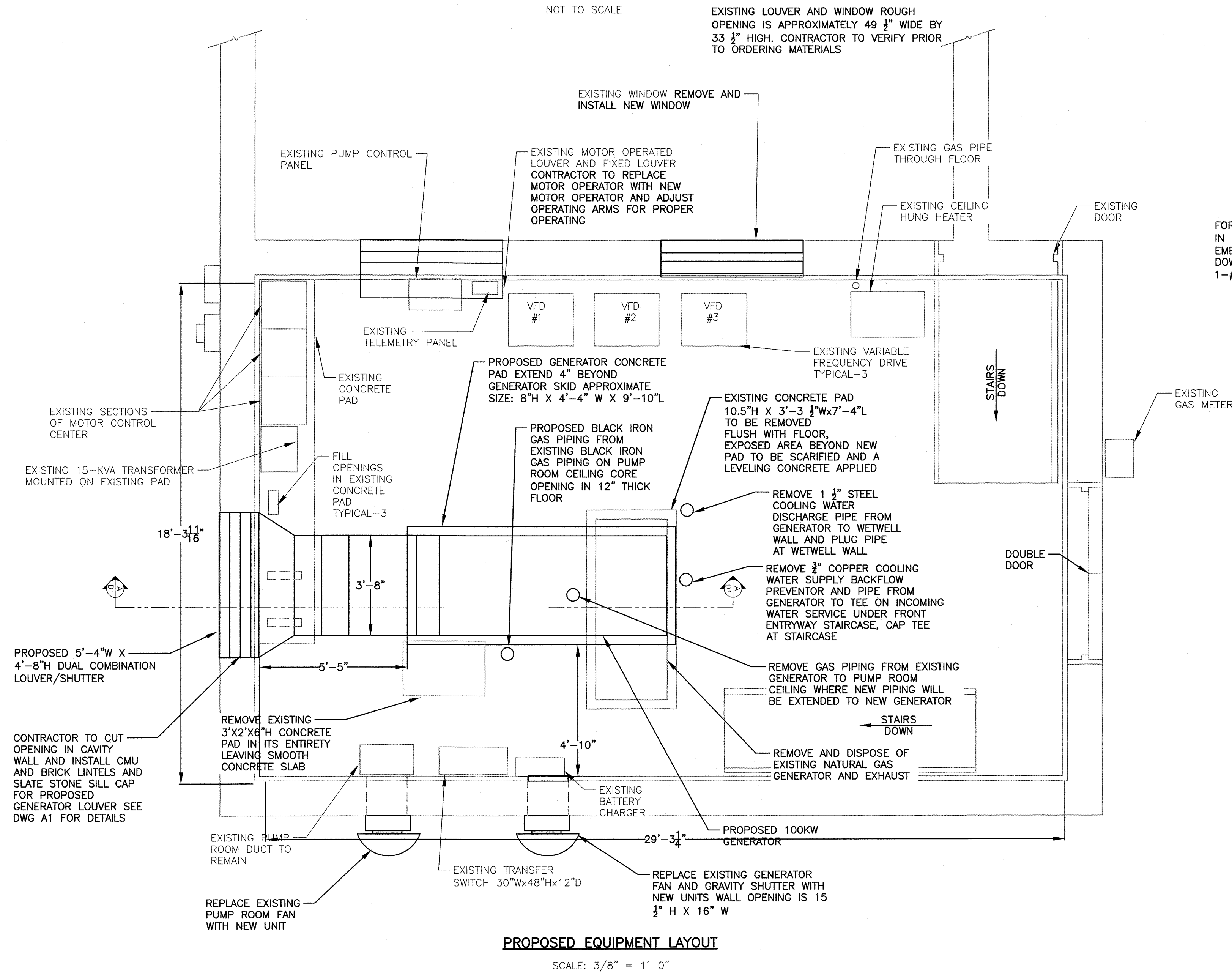
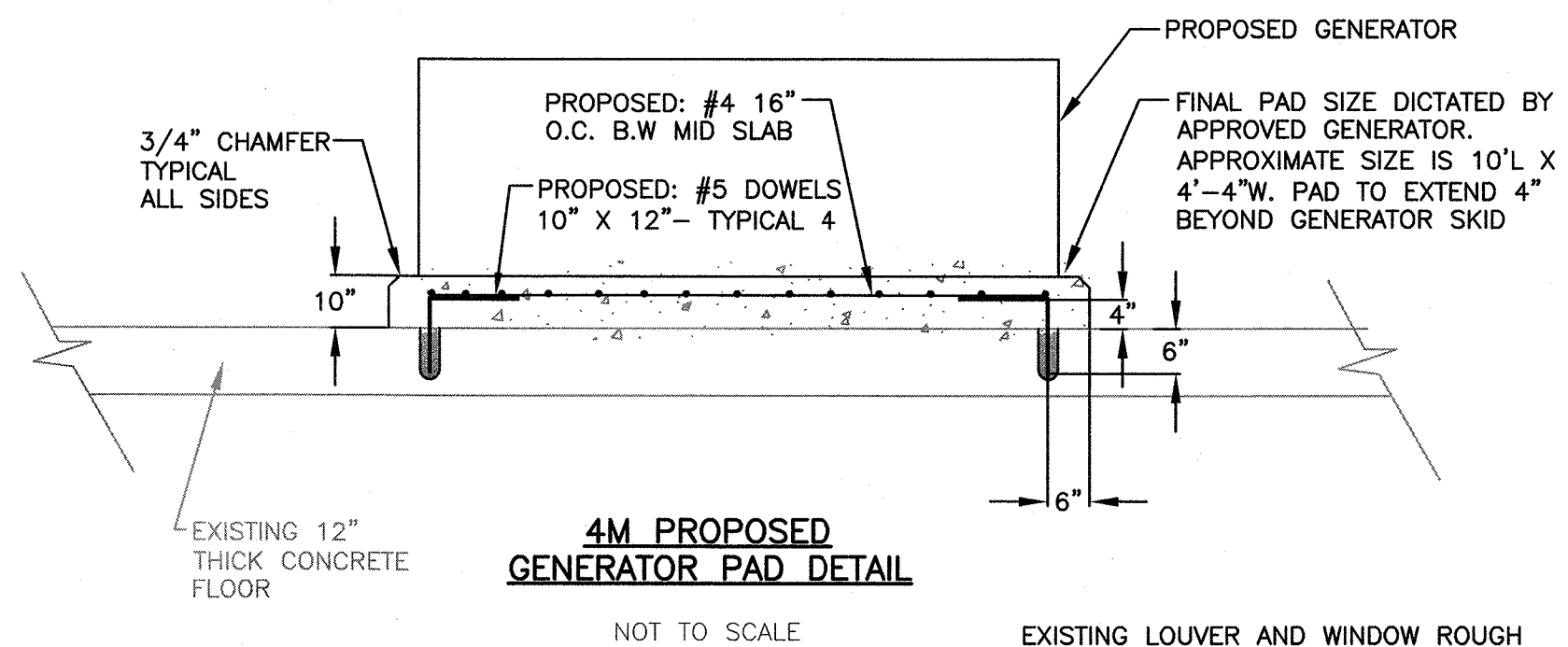
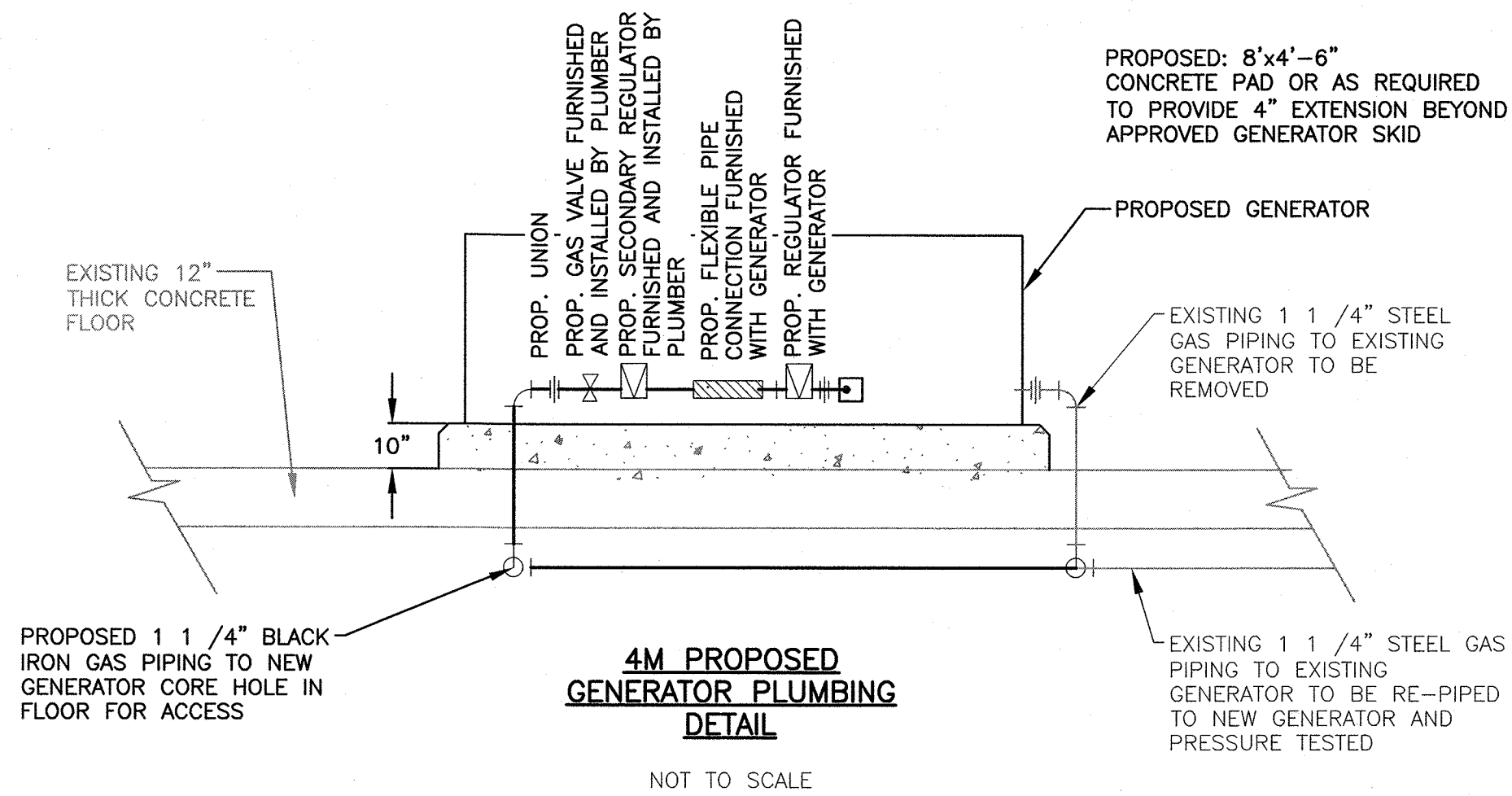
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E-3

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TOWN OF NATICK, MASSACHUSETTS BOARD OF SELECTMEN		SPRINGVALE TRANSFER SWITCHES & 4M GENERATOR	
4M GENERATOR REPLACEMENT LAYOUT		Haley and Ward, Inc. 63 GREAT ROAD, SUITE 200, MAYNARD, MASSACHUSETTS 01754-2097 PHONE: (978) 648-6025 FAX: (978) 648-6068 www.haleyward.com	
			
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REVIS	DATE	BY	DATE
SHEET NO.: 5 OF 7		CONTRACT NO.: W-150	
SCALE: AS NOTED		DATE DRAWN: SEPTEMBER 2017	
DRAWN BY: LJC		FILE NO.: NAT-444-E12.DWG	
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E4			



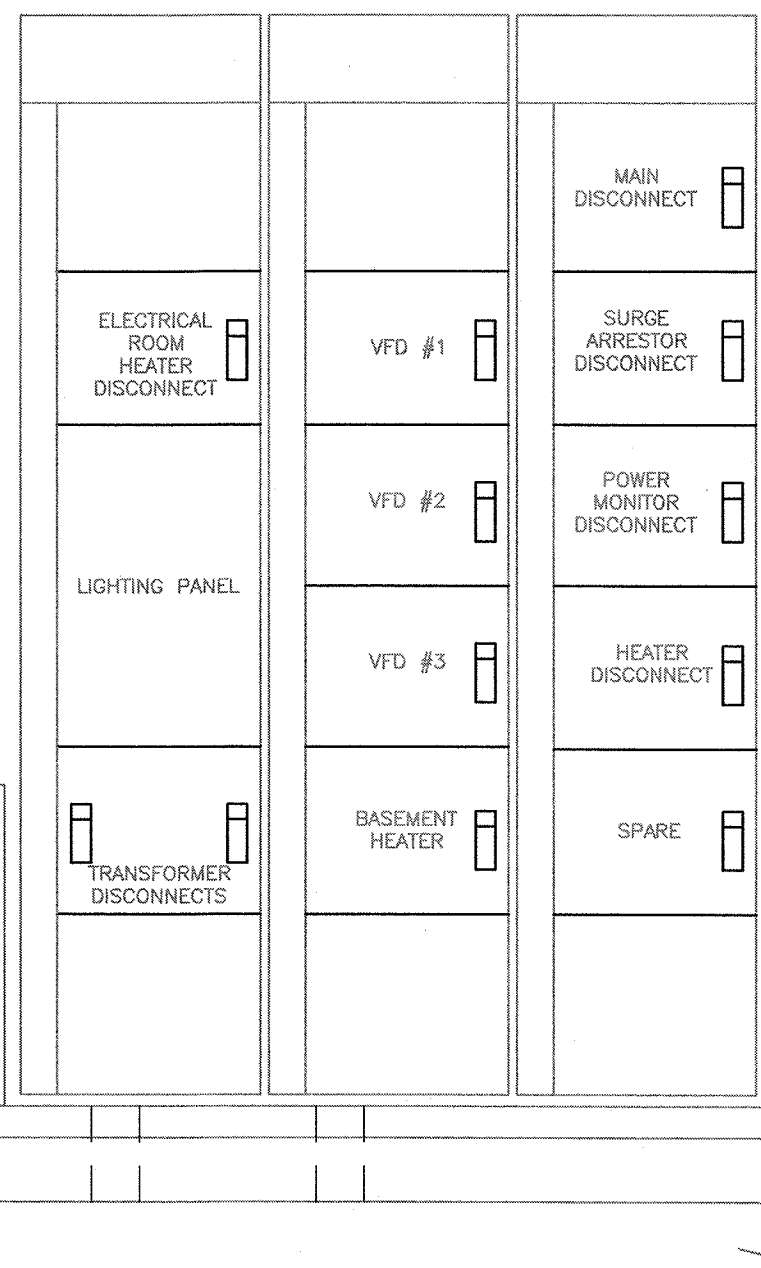
GENERATOR INSTALLATION NOTES:

1. GENERATOR CONCRETE PAD SIZE TO PROVIDE 4" EXTENSION BEYOND APPROVED GENERATOR SKID SIZE.
2. EXHAUST FLEXIBLE COUPLING AND MUFFLER TO BE FURNISHED BY GENERATOR MANUFACTURER.
3. EXHAUST PIPING TO BE 4" STAINLESS STEEL FLANGED EXHAUST PIPE.
4. ALL HARDWARE TO BE STAINLESS STEEL FOR EXHAUST SYSTEM.
5. ENTIRE EXHAUST INSIDE BUILDING TO BE INSULATED WITH THE EXCEPTION OF THE FLEXIBLE COUPLING. INSULATION NOT SHOWN ON DRAWING FOR CLARITY.
6. CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING GENERATOR, EXHAUST, GAS PIPING, WATER COOLING PIPING AND CONCRETE PAD.
7. CONTRACTOR TO INSTALL PROPOSED EXHAUST THROUGH EXISTING WALL SLEEVE AND INSTALL HIGH TEMPERATURE SEALANT IN ANNUAL SPACE.

EXISTING PAD OPENING FILL DETAIL TYPICAL-3

CONTRACTOR TO FILL OPENINGS IN CONCRETE PAD AND FLOOR, APPROXIMATE SIZE: 2' 17'x4' 1' 8'x3' SEE DETAIL THIS SHEET

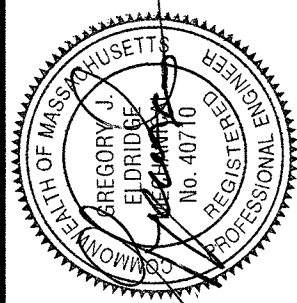
ELECTRICAL SWITCHGEAR PAD LAYOUT



TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN
**SPRINGVALE TRANSFER
SWITCHES & 4M
GENERATOR**

**DEMO ,HVAC,
PIPING AND
CONCRETE DETAILS**

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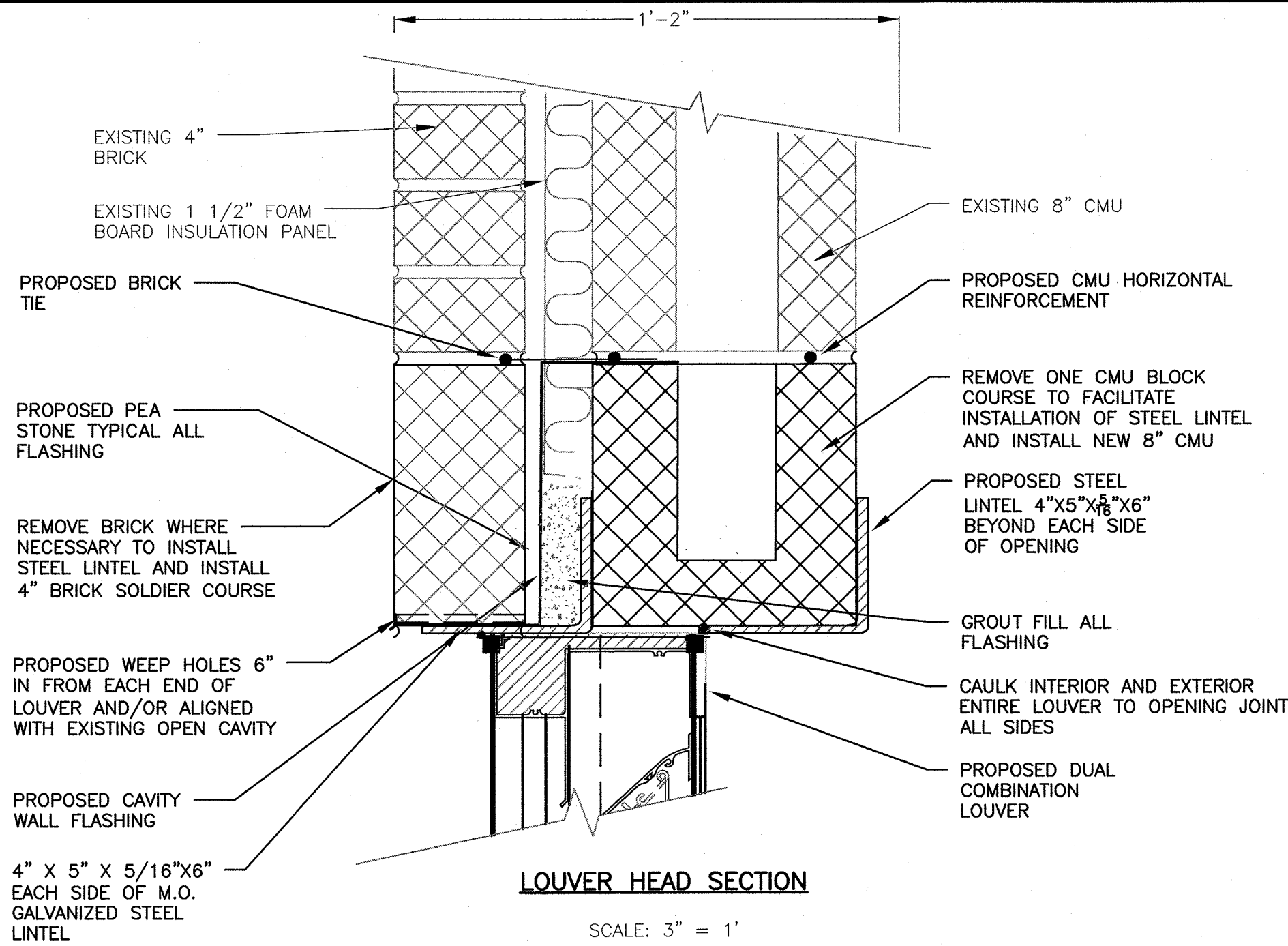


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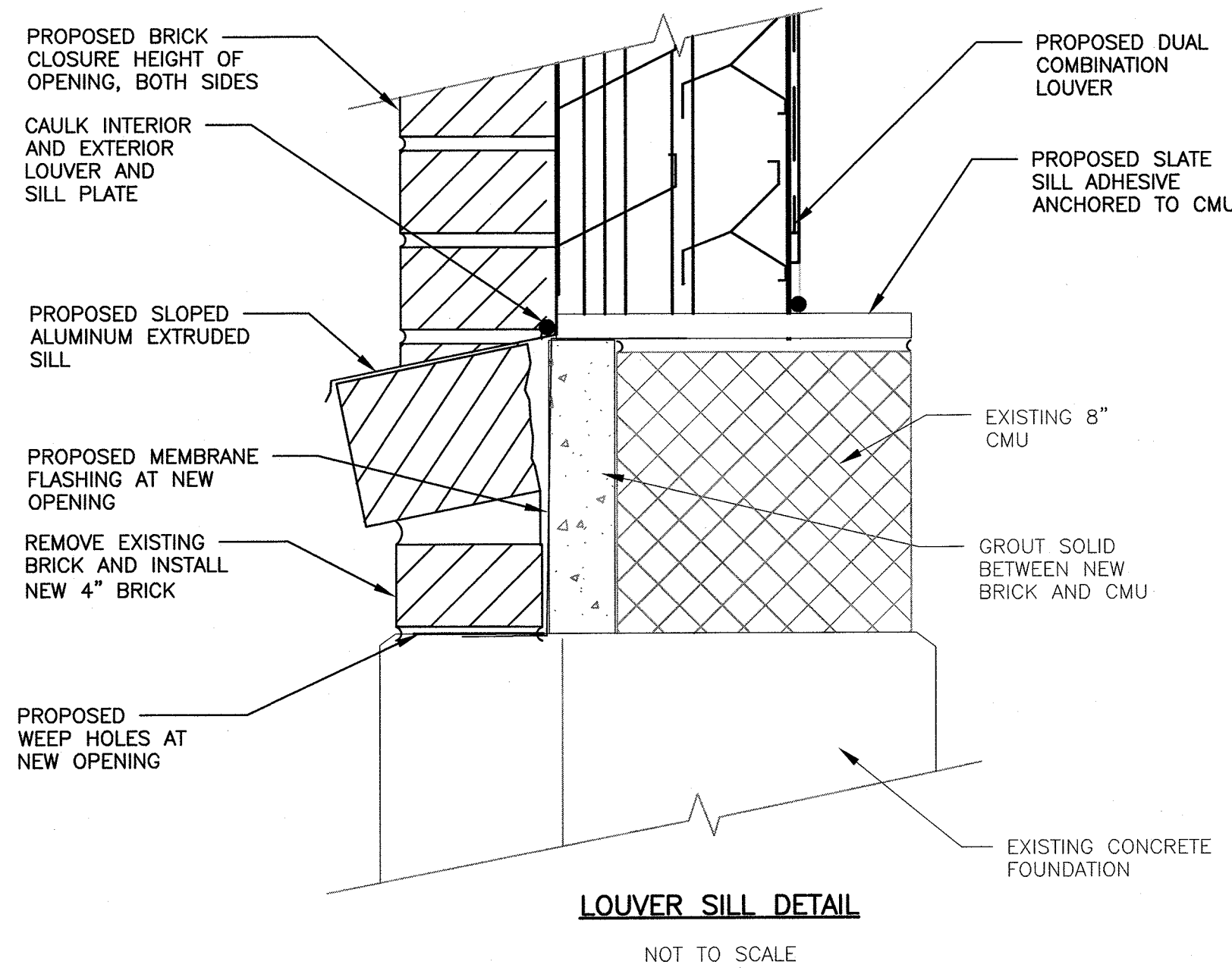
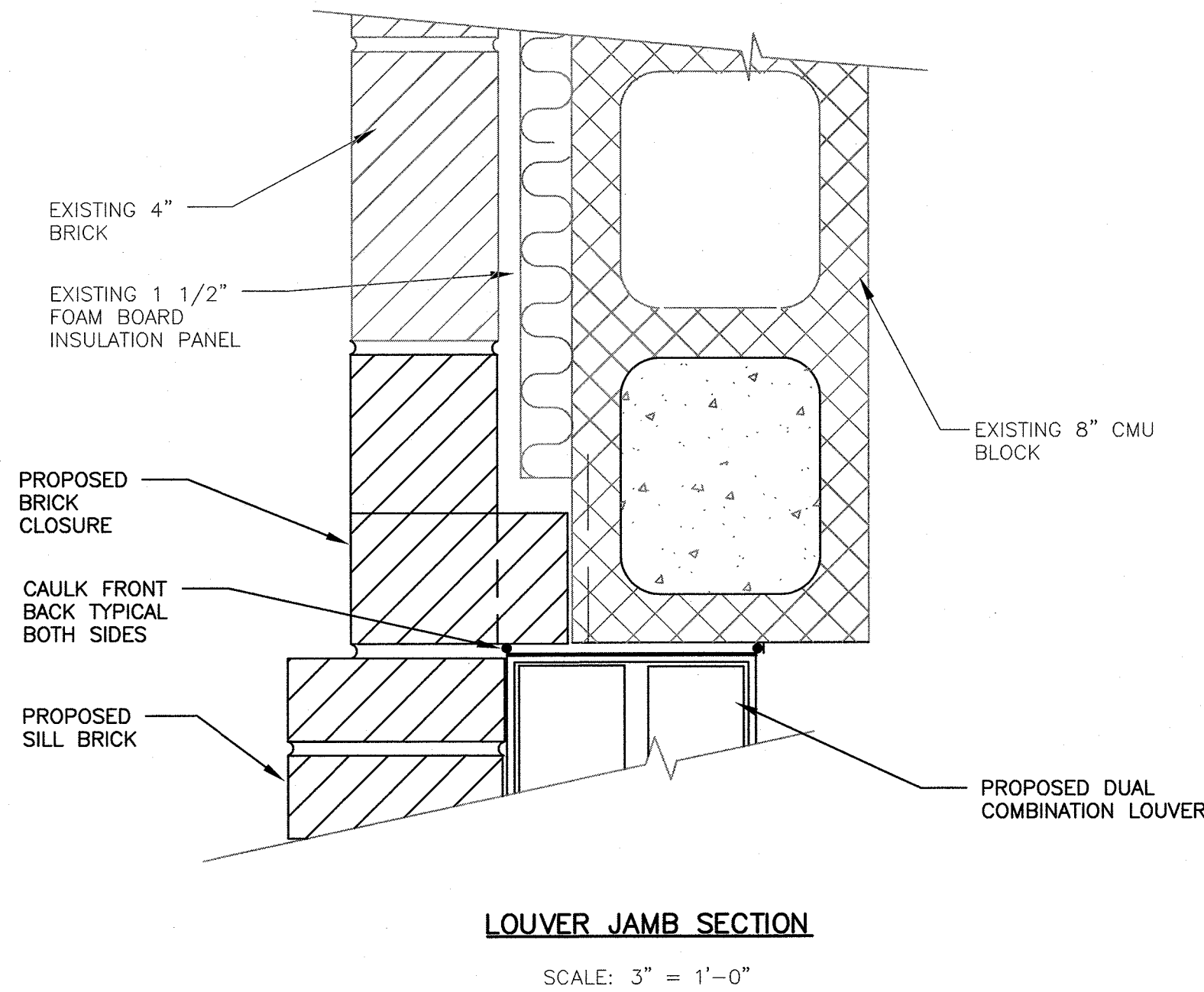
SHEET NO.:	6 OF 7
CONTRACT NO.:	W-150
SCALE:	AS NOTED
DATE DRAWN:	OCTOBER 2017
DRAWN BY:	LJC
FILE NO.:	NAT-444-D1.DWG

DWG. NO.

M1



CMU WALL NOTE
PROPERLY SUPPORT EXISTING WALL TO FACILITATE REMOVAL OF BRICKS AND CMU FOR LOUVER OPENING CONSTRUCTION



CONCRETE STRENGTH NOTES:

1. ALL REINFORCED CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI @ 28 DAYS.

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

SPRINGVALE TRANSFER SWITCH & 4M GENERATOR

ARCHITECTURAL DETAILS

Haley and Ward, Inc.
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REVISED	DATE	BY
1	SEPT 2018	GJE

SHEET NO.: 7 OF 7
CONTRACT NO.: W-150
SCALE: AS NOTED
DATE DRAWN: NOVEMBER 2017
DRAWN BY: GJELIC
FILE NO.: NAT-444-A1.DWG

DWG. NO.

A1

November 20, 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-150

Dear Mr. Comeau,

On October 25, 2018, five (5) bids were received for Contract W-150 entitled "Springvale Transfer Switch and 4M Generator". We are attaching a Canvass of Bids and have summarized the five (5) total bid amounts below:

	Base Bid
1. Dagle Electric	\$172,175.00
2. Fall River Electrical	\$191,928.00
3. Jasco Electric	\$207,000.00
4. Ewing Electrical	\$212,970.00
5. Annese Electric	\$224,000.00

We contacted six (6) project references and were able to obtain two (2) responses. Both responses received were generally positive with both indicating they would recommend Dagle Electric for more work, and did not identify any issues with them that would negatively impact the "Springvale Transfer Switch and 4M Generator" project.

We also wanted to report that Dagle Electric has high DCAM approved project cost limits that indicates they have successfully completed large electrical projects as a filed Sub-Bidder and a General Contractor. The limits are listed below.

	Value (\$)
Single Project Limit (SPL)	\$16,934,000.00
Aggregate Work Limit (AWL)	\$119,667,000.00
General Building Construction Limit	\$16,934,000.00

The "Springvale Transfer Switch and 4 M Generator" project includes the replacement of the Springvale Water Treatment Plant emergency power transfer switch and the replacement of the 4M wastewater pump station emergency power engine generator.

The positive results of the reference checks and the completed projects list indicates that Dagle Electric has the equipment, resources and experience to perform the work in accordance with the contract documents and within the specified time frame.

The low bid submitted by Dagle Electric appears to be in order and is within available funding when considering this project award.

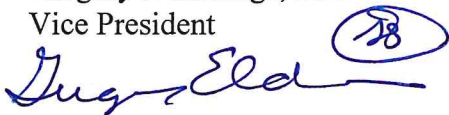
Please review the bid results and this letter, if the Town accepts the low bid of Dagle Electric, please obtain the required signature on the attached Notice of Award form and return the form to our office. Once we receive the Award form, we will prepare the agreement documents for signing by the contractor.

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 President



Cc: Jeremy Marsette via email
Bryan LeBlanc via email

Enclosures: Canvass of Bids
Notice of Award

NATICK MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-150

SPRINGVALE TRANSFER SWITCH AND 4M GENERATOR

NOTICE OF AWARD

DATED _____

To: BIDDER: Dagel Electric
ADDRESS: 68 Industrial Way
Wilmington, MA 01877

The Owner has considered the Bid submitted by you for the above described Work in response to the Invitation for Bids dated October 25, 2018 and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$172,175.00

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

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

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

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

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

Dated this _____ day of _____, 2018.

By:

Signature of Owner's Representative

Printed Name

Printed Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____
(Contractor)

this ____ day of _____, 2018.

By _____
Authorized Signature

Printed Name

Printed Title

COPY TO ENGINEER

**NATICK, MASSACHUSETTS
BOARD OF SELECTMEN**

CONTRACT NO. W-150

SPRINGVALE TRANSFER SWITCH AND 4M GENERATOR

CANVASS OF GENERAL BIDS RECEIVED – THURSDAY, OCTOBER 25, 2018

Dagle Electric 68 Industrial Way Wilmington, MA 01877	Fall River Electrical 74 Corneau Street Fall River, MA 02721	Jasco Electric 456 Rear W. Central street Franklin, MA 02038
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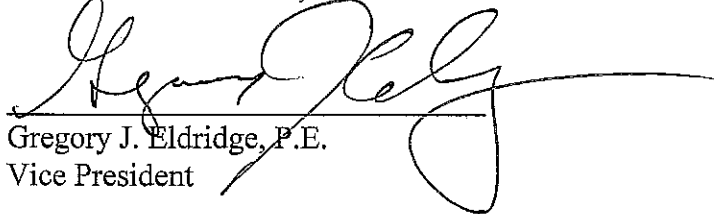
<u>DESCRIPTION</u>	<u>1ST LOW BIDDER</u>	<u>2ND LOW BIDDER</u>	<u>3RD LOW BIDDER</u>
Total Bid Amount			
General Contract	<u>\$172,175.00</u>	<u>\$191,928.00</u>	<u>\$207,000.00</u>

Additional Bids Received:

#4.	Ewing Electrical	\$212,970.00
#5.	Annese Electric	\$224,000.00

A true summary of bids received

HALEY AND WARD, INC.



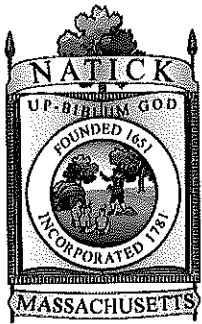
Gregory J. Eldridge, P.E.
Vice President

ITEM TITLE: Town Engineer: South Main Street Roadway Project - Second Amendment to Contract

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo & Contract	11/19/2018	Cover Memo




TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E.
DIRECTOR

WILLIAM E. MCDOWELL, P.E.
TOWN ENGINEER

MEMORANDUM

To: Amy Mistrot, Chairperson, Board of Selectmen
Melissa Malone, Town Administrator
Bill Chenard, Assistant Town Administrator
From: Bill McDowell, Town Engineer 
Re: South Main Street Engineering Design—Project Update
Date November 5, 2018

The Department of Public Works would like to update the Board and the Town Administrator on the status of the design of the South Main Street Reconstruction project

- Green International Affiliates, the Town's project engineering firm have completed detailed topographic and utility survey for the roadway and have produced the base plans for existing conditions.
- Green have produced preliminary locations for relocated utility poles and reviewed with the DPW and Eversource Electric on-site. DPW also met jointly with Verizon and Eversource on-site to determine the communications needs for relocation.
- Green have developed base cross sections at critical junctions to determine extent of earthwork, curbing and pavement design parameters as well as wetland permitting requirements

As part of the design process, Green International prepared a total of three alternatives for public review and Board approval. Between two public meetings held November 28, 2017 and March 28, 2017 the third alternative was revised by moving the curb lines east and west respectively and narrowing the vehicle travel lanes, creating a 4' wide shoulder. This additional shoulder width, between the fog lines and the relocated curbing, more readily accommodates bicycle travel, provides more separation between pedestrians and street traffic and allows for the relocated utility poles to remain in the right of way. All proposed roadway improvements will remain within the existing right of way. This revised third alternative was chosen by the Board of Selectmen and was supported by public opinion.

This revised alternative requires substantially more design and permitting work than the original three alternatives. Its design includes the relocation of the existing curbs, relocation of catch basins and drainage infrastructure and relocation of utility poles on both sides of the roadway. The relocation of the curbing also requires filing a Notice of Intent with the Conservation Commission,

due to a wider road base through the wetlands at the southern end of the project. In response to the public meetings held on the project, residents also requested additional traffic calming measures to moderate vehicle speeds through the corridor. The Town's design request to the project engineer also included presenting a portion of the easterly sidewalk from Hunter Hill to Morgan Drive as an add/alternate option in order to realize some cost reductions from original estimates. The costs for this additional design work required to produce construction plans, sections and specifications for this preferred alternative is \$ 99,584.63, bringing the total cost of design to **\$ 362,636.73**. The Engineering Division is recommending and that the Board authorize the additional work in order to ensure that the residents receive the requested amendments and that the design work fully accommodates the preferred alternative.

As noted above, Department personnel have met on-site with Eversource Electric and Verizon to discuss the preliminary design locations for the relocated poles. Following completion of the pole location design by the utility companies, Department personnel will begin meeting with individual property owners near where the pole and anchor relocations will occur.

Green International are refining their design, focusing on the detail work, drainage and state and local permitting plans. Their estimated completion date is mid to late December for an anticipated January/February Contractor bidding window. The construction is currently slated to begin late Spring, early Summer of 2019. If you or the Members of the Board have any questions regarding this Project update and request to approve additional design work, please contact me at your earliest convenience

Town of Natick, Massachusetts
SECOND AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF
CONSULTING ENGINEERING SERVICES FOR ROADWAY AND
DRAINAGE IMPROVEMENTS TO SOUTH MAIN STREET
IN THE TOWN OF NATICK

This Second Amendment to Contract for the Procurement of Consulting Engineering Services for Roadway and Drainage Improvements to South Main Street in the Town of Natick (hereinafter "the First Amendment") is made as of this _____ day of _____, 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 Green International Affiliates, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 239 Littleton Road, Suite 3, Westford, MA 01886 (hereinafter the "Contractor").

WHEREAS, the Town and the Contractor (collectively the "Parties") are parties to a contract entitled "Contract for the Procurement of Consulting Engineering Services for Roadway and Drainage Improvements to South Main Street in the Town of Natick" (hereinafter the "Contract") that was made as of January 17, 2017;

WHEREAS, the Parties amended said Contract by virtue of the First Amendment to Contract for the Procurement of Consulting Engineering Services for Roadway and Drainage Improvements to South Main Street in the Town of Natick, dated April 30, 2018 (the "First Amendment");

WHEREAS, the Parties, by the First Amendment, extended in Article 3, the term of the Contract to two (2) years, with one (1)-one (1) year option for renewal;

WHEREAS, the Parties have revised the design needs to require an even lengthier time and to require certain scope and contract sum changes;

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, it is presently uncertain as to when all of the services to be performed by the Contractor under the Contract shall be completed.

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

1. In Article 3, "Term," strike the existing language, as amended by the First Amendment, 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."

Town of Natick, Massachusetts
SECOND AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF
CONSULTING ENGINEERING SERVICES FOR ROADWAY AND
DRAINAGE IMPROVEMENTS TO SOUTH MAIN STREET
IN THE TOWN OF NATICK

2. 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 engineering services for roadway improvements to South Main Street in the Town of Natick, as set forth in the Request for Proposals for the Procurement of Consulting Engineering Services for Roadway and Drainage Improvements to South Main Street in the Town of Natick ("RFP"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, and as amended by the 'amendment for additional services' letter from the Contractor dated July 5, 2018 which is incorporated herein by reference (Task numbers refer to the Contractor's letter of amendment)

The Contractor shall also provide supplemental consulting engineering services necessary to:

- Move the curb lines east and west respectively and narrow the vehicle lanes, creating a 4' wide shoulder. (Task 4.2 Apply Typical Section)
- Widening of the travel way requires preparation and filing of a Notice of Intent and project representation with Natick Conservation Commission, due to a wider road base through the wetlands at the southern end of the project. The widening of the roadway will also require the design and filing of a wetlands replication area. (Task 7.2 Prepare Notice of Intent)
- Final Roadway Design including traffic calming measures specifically requested by the Town (Tasks 9.1 – 9.7) Final design will include presenting a portion of the easterly sidewalk from Hunter Hill to Morgan Drive as an add/alternate option in order to realize some cost reductions from original estimates. Such additional services are exempt from procurement under the provisions of M.G.L. c. 30B, §1(b)(32A)."

3. In Article 5, "Payment," strike the existing language of the first paragraph 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 fifty-one thousand six hundred forty-eight dollars and seventy-three cents. (\$ 351,648.73)"

4. Except as provided herein, all other provisions of the Contract shall remain in full force and effect.
5. This Second Amendment to Contract for the Procurement of Consulting Engineering Services for Roadway and Drainage Improvements to South Main Street in the Town of Natick is executed as a sealed instrument.

Town of Natick, Massachusetts
SECOND AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF
CONSULTING ENGINEERING SERVICES FOR ROADWAY AND
DRAINAGE IMPROVEMENTS TO SOUTH MAIN STREET
IN THE TOWN OF NATICK

The Town of Natick, Massachusetts

Green International Affiliates, Inc.

by: the Natick Board of Selectmen

by:

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this First Amendment to Contract for the Procurement of Consulting Engineering Services for Roadway and Drainage Improvements to South Main Street in the Town of Natick and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

Town of Natick, Massachusetts
SECOND AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF
CONSULTING ENGINEERING SERVICES FOR ROADWAY AND
DRAINAGE IMPROVEMENTS TO SOUTH MAIN STREET
IN THE TOWN OF NATICK

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

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
SECOND AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF
CONSULTING ENGINEERING SERVICES FOR ROADWAY AND
DRAINAGE IMPROVEMENTS TO SOUTH MAIN STREET
IN THE TOWN OF NATICK

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Title)

(Corporation Name)

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

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

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

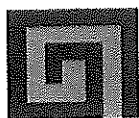
I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

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



GREEN INTERNATIONAL AFFILIATES, INC.

239 LITTLETON ROAD, SUITE 3 WESTFORD, MA 01886

T: (978) 923-0400 | F: (978) 399-0033 | WWW.GREENINTL.COM

July 5, 2018

Revised August 24, 2018

Mr. Jeremy Marsette, P.E.
Director of Public Works
Natick Department of Public Works
75 West Street
Natick, MA 01760

**Subject: Improvements to South Main Street
Amendment for Additional Services**

Dear Mr. Marsette:

We are submitting this revised amendment request to provide additional design services related to the final alternative selected for the Improvements to South Main Street project as requested by the Town. The final alternative that has been selected by the Town requires design services that are beyond the authorized Scope of Work as described in the Request for Proposals. The authorized scope assumed that the existing pavement would be milled and resurfaced between West Street and Cottage Street with no to only minor widening. The approved alternative proposes widening that section of South Main Street four (4) feet. The widening will result in additional drainage design, additional utility coordination, preparation of additional cross sections and other design changes not anticipated or included in our authorized Scope of Services. The widening is anticipated to be performed using box widening and the existing pavement will be reclaimed between the Sherborn Town Line and West Street and overlaid or milled and overlaid between West Street and the northern project limits. We have used the Task numbering used in the authorized Scope of Service to help better identify which Tasks will require an increase in the Scope of Services. This proposal also reflects the deletion of the scope and fee associated with the design tasks for Bennett Street and the proposed pedestrian walkway connection from South Main Street to the Johnson School from the Scope of Services. Based on our understanding and discussions with the Town we have prepared the following amendment request to the authorized Scope of Services.

SCOPE OF SERVICES

Based on our understanding we anticipate the following schedule:

- Complete Preliminary Plans – Mid-November 2018 or sooner
- Permitting – Fall 2018 to Early 2019
- Complete Final Design – by February 2019
- Advertise – Spring 2019
- Construction – Summer 2019

This schedule may change due to utility coordination and relocation timing, permitting or other reasons beyond our control.

1.0 Startup/data collection

Task 1.1 Startup/Data Collection

The work under this Task has been completed and no additional work is anticipated.

Task 1.2 Subsurface Explorations

Test pits for pavement designs has been completed but probes for ledge has not. However, no changes to the authorized Scope of Services is anticipated under this task.

Task 1.3 Accident Data

Task 1.4 Field Reconnaissance

Task 1.5 Traffic Data

The work under these Tasks has been completed and no additional work is anticipated.

2.0 Field Survey and Base Plans

The survey prepared under this task was completed a year ago. Given the time that has passed, we will perform a field review of the survey and make any minor updates to the survey using field measurements (not survey) to reflect the current conditions. We anticipate one field day to perform this work. If additional survey is required, we can provide that as an additional service.

We anticipate up to one (1) day of additional field time to survey one off-site wetland replication area. See Task 7.2 for more details.

Otherwise, the work under this Task has been completed and no additional work is anticipated.

3.0 Conceptual Design

The work under this Task has been completed and no additional work is anticipated. The Town approved an alternative that proposes a 10.5-foot wide travel lane and 4-foot shoulder on each side of the roadway. Sidewalk widths will vary depending on the location of the proposed overhead utilities.

4.0 Preliminary Roadway

Task 4.1 Evaluate Pavement Cores/Test Plots

The work under this Task has been completed and no additional work is anticipated.

Task 4.2 Apply Typical Section

Task 4.3 Horizontal Design

Task 4.4 Vertical Design

We will refine the baseline prepared during the alternatives evaluations of the approved alternative. The horizontal alignment shown in the accepted alternative assumes the utility poles will be relocated to the west side of South Main Street. However, based on the utility coordination meeting held on June 5, 2018 with Eversource and the Town, the utility companies will need to alternate sides to accommodate their design, minimize costs, avoid other below grade utilities and maintain the Town's construction schedule. The sidewalk needs to be wider where the utility poles are located to meet ADA requirements. Since the typical section is not symmetrical, we assume that the horizontal and vertical alignment from the accepted alternative will need to be revised up to one time to coordinate with the final utility pole design provided by the utility. We assume that the existing roadway profile will generally be maintained and that corrections



to address substandard vertical curves are beyond the scope of this project and not included in this Scope of Services.

Based on direction from the Town, the proposed sidewalk on the east side of South Main Street between West Street and Hunter Lane will be included in the project as an add alternate. The plans will include the new sidewalk from Hunter's Lane to West Street as a bid alternate. We will prepare the plans to show this section without the sidewalk in the construction plans and include additional plan sheets showing this section with the sidewalk to be utilized for the add alternate. The alternate design will include typical section(s) showing the sidewalks on both sides of South Main Street. We anticipate that the base bid alignment will be used for the add alternate and no further modifications will be required.

We will design and incorporate the traffic calming features that were approved in the selected alternative. These features include the planted median south of West Street and textured crosswalks.

5.0 Preliminary Drainage/Utilities

Task 5.1 Drainage Layout

The authorized Scope of Services assumed that the roadway would not be widened; therefore, the scope included hydrologic and hydraulic analysis of the existing systems to identify minor drainage improvements only. Based on the approved alternative, the roadway will be widened by 4 feet and all catch basins will need to be replaced to align with the new location of the curb. We anticipate that Inlet analyses of the proposed condition will be required to determine catch basin inlet locations to maintain allowable spread on the roadway in accordance with Chapter 8 of the MassDOT PDDG.

We will show the locations of the new catch basins and drain pipes on the plans and include them in the quantity calculations. Based on conversations with the Town during the development of the response to the we assume that the existing systems have sufficient hydraulic capacity to convey the 10-year storm event and that replacement of the existing systems would not be required. As a result, we anticipate that the new catch basins will discharge to the existing manholes or catch basins that are converted to manholes without requiring replacement of the drainage system trunkline. The preparation of existing and proposed drain profiles are not included in this Scope of Services but can be provided as an additional service at the request of the Town.

As originally proposed, we will evaluate the hydraulic capacity of the existing drainage systems for the 10-year storm event and assume the capacity of the existing systems will still be sufficient. If our hydraulic analyses indicate that the existing systems do not have sufficient capacity to convey the design storm, we will coordinate with the Town to determine if the existing systems should be replaced and upgraded. Full replacement of the existing drainage systems is not included in this amendment but can be provided as an additional service should the Town desire to replace the existing systems. Closed circuit video inspection of the existing drainage systems is not included in this Scope of Services but can be provided as an additional service at the request of the Town.

Task 5.2 Meet with Natick Conservation Commission

We do not anticipate any changes to the scope under this task.

Task 5.3 Utility Coordination

The authorized Scope of Services did not include coordination with utility companies for the relocation of utility poles. The approved alternative proposes to have the utility poles consolidated to the one side of South Main Street or the other. We anticipate up to four (4) meetings with the Town and utility companies to coordinate this effort. We anticipate the utility pole relocations can be shown on the drainage plans so



additional plan sheets will not be required. We anticipate that we will provide a draft utility relocation route that is coordinated with the proposed improvements of the project and that the utility companies will review and finalize the layout for inclusion into the plans. We anticipate that the utility companies will provide the final pole relocation design which we will depict on the Drainage and Utility Plans for coordination only. We assume that the utilities will perform the utility relocations and that the Town's contractor will only need to coordinate with the utility relocation efforts. We do not anticipate adding any utility details to the plans.

6.0 Preliminary Design Submittal

Task 6.1 Prepare Preliminary Plans

We will prepare and submit Preliminary Plans which reflect a 50% Design Level to the Town of Natick.

We will design and incorporate the traffic calming features that were approved in the selected alternate. These features include the planted median south of West Street, imprinted crosswalks, speed feedback signs, flashing beacons at crosswalks and bike markings at side streets.

We will incorporate the add alternate, discussed under Task 4.0 into the plans. We will prepare the plans necessary to reflect the add alternate as shown in the anticipated submittal contents below. We anticipate additional typical section sheets, plan sheets and cross section sheets to include this section of sidewalk as an add alternate as detailed below.

The authorized Scope of Services included the preparation of cross sections at the driveways and critical cross sections only. Because the roadway is being widened on both sides, additional cross sections will be required to properly determine the project slope limits and grading. We will develop cross sections at 100-foot intervals along South Main Street from the Sherborn town line to West Street (Segment 1) and 50-foot intervals along South Main Street north of West Street (Segment 2) to determine the impacts the widening will have on the abutting properties. These cross sections will become part of the final contract plans. We anticipate preparing 12 cross sections in Segment 1 and 110 cross sections at 50-foot intervals plus 85 cross sections at driveways and up to 5 additional critical sections for areas of concern such as at walls. The total number of cross sections is anticipated to be 212 which is 117 more than included in the original authorized Scope of Services. Assuming three cross sections per sheet, we anticipate a total of 70 cross section sheets.

We anticipate the following plan sheets and sheet count for this project:

- Title Sheet/Index of Sheets (1)
- Plan Symbols and Notes Sheet (1)
- Key Plan (1)
- Base Bid Typical Sections (3)
- Base Bid Construction Plans @ 1"=20' (14)
- Base Bid Construction Profile @ 1"=20' (14)
- Base Bid Drainage and Utility Plan @ 1"=20' (14)
- Base Bid Pavement Marking & Signing Plan @ 1"=40' (7)
- Base Bid Wetland Replication Plans and Details (up to 5) (*effort for the preparation of these plans is under Task 7.2*)
- Base Bid Cross Section Sheets (70)
- Add Alternate Typical Sections (1)
- Add Alternate Construction Plans @ 1"=20' (5)
- Add Alternate Pavement Marking & Signing Plan @ 1"=40' (assume included on Base Bid Plans)
- Add Alternate Cross Sections (assume included on Base Bid Sections)

The actual total number of sheets may vary but is anticipated to be approximately one hundred thirty-six (136).

The Preliminary Plans will depict the proposed improvements including horizontal and vertical alignments, geometric improvements, sidewalk, preliminary drainage, pavement markings and signing and traffic management methods.

We will submit up to three (3) hard copies of the Plans and Estimate to the Town and also provide an electronic copy in Adobe PDF format.

Task 6.2 Prepare Budgetary Estimate

The widened roadway will have additional impacts on the abutting properties such as tree removal, rebuilding walls, constructing new walls, resetting fences, etc. We will include the additional items in the quantity calculations and construction cost estimate. We will also prepare a separate cost estimate to reflect the proposed add alternate of the sidewalk construction.

Task 6.3 Attend a Meeting with the Town

We do not anticipate any changes to the scope under this task.

7.0 Permitting

This project will involve wetland permitting and stormwater permitting. The approved alternative will expand the impervious footprint of the roadway and impact wetlands from the Sherborn town line to West Street. The authorized Scope of Services assumed no wetland impacts and that the roadway width would not change; however, the approved alternative will result in impacts to the wetlands south of West Street and wetland replication is anticipated to be required under this Scope of Services. We anticipate that the wetland impacts will not exceed 5,000 square feet (SF).

Task 7.1 Delineate Wetlands

The work under this Task has been completed and no additional work is anticipated.

Task 7.2 Prepare Notice of Intent

Preparation of a Notice of Intent along with a Stormwater Report was included under the authorized Scope of Services, but did not include wetland replication. The approved alternate will result in filling of wetlands; therefore, wetland replication will be required. Replication of the wetlands will be designed in accordance with the WPA 310 CMR 10.55 and the Town of Natick's Wetland Protection Bylaw Rules and Regulations. It is assumed the wetland filling will be less than 5,000SF. While there is some area within the surveyed project limits to provide wetland replication, it is assumed off-site mitigation will be required to meet the 1.5:1 replication requirement in the Town By-Law given the proximity of the wetlands to the roadway. We have included an allowance for survey of one off-site area for wetland replication. Our scope assumes wetland replication can be done within a maximum of two wetland replication areas (one on-site and one off-site). If additional off-site areas are required then we can perform the required survey and design as an additional service.

South Main Street crosses over Indian Brook, which has been designated as a Special Flood Hazard Area (i.e. the 100-year floodplain, Zone A – No Base Flood Elevation determined) on the effective Flood Insurance Rate Map (FIRM) for Middlesex County (Panel 538 of 656/FIRM 25017C0538F). Because the flood zone on the FIRM is approximate, Green will perform a limited hydrologic and hydraulic analysis of Indian Brook to establish the Base Flood Elevation in the vicinity of Main Street in accordance with FEMA Guidelines and design the project so that there is no net loss of flood storage per the WPA. We assume that the



compensatory flood storage will be obtained within the wetland replication areas and that no separate areas will be required.

The National Heritage and Endangered Species Program's latest Massachusetts Natural Heritage Atlas was updated in 2017; therefore, we re-checked the project area and based on Massachusetts Geographic Information System (MassGIS) resource mapping there is no Priority/Estimated Habitat within the project area.

Task 7.3 MWRA 8(m) Permit

We do not anticipate any changes to the authorized scope under this task.

Task 7.4 Other Permits

We do not anticipate any changes to the authorized scope under this task.

8.0 Project Meetings and Public Meetings

Task 8.1 Attend Project Meetings

We do not anticipate any changes to the authorized scope under this task.

Task 8.2 Attend Public Meeting

We do not anticipate any changes to the authorized scope under this task.

9.0 Final Design

Task 9.1 Final Roadway Design

We will finalize the design of the base bid and add alternate designs and incorporate the changes required for the accepted alternate into the final design.

Task 9.2 Final Drainage Design

We will finalize the design elements to the 100% Design Level and incorporate the comments received from the meeting with the Town and permitting requirements.

Task 9.3 Final Design Plans

We will prepare and submit Final Design Plans which will reflect a 100% Design Level to the Town of Natick. We anticipate the following plan sheets and sheet count for this project:

- Title Sheet/Index of Sheets (1)
- Plan Symbols and Notes Sheet (1)
- Key Plan (1)
- Base Bid Typical Sections (4)
- Base Bid Construction Plans @ 1"=20' (14)
- Base Bid Construction Profile @ 1"=20' (14)
- Base Bid Drainage and Utility Plan @ 1"=20' (14)
- Base Bid Curb Tie and Layout Plan @ 1"=20' (14)

- Base Bid Pavement Marking and Signing Plan @ 1"=40' (7)
- Base Bid Traffic Sign Summary Sheet (1)
- Base Bid Wetland Replication Plans and Details (up to 5)
- Base Bid Traffic Management Plan (3)
- Base Bid Construction Details (4)
- Base Bid Driveway and Wheelchair Ramp Details (2)
- Base Bid Cross Section Sheets (70)
- Add Alternate Typical Sections (1)
- Add Alternate Construction Plans @ 1"=20' (5)
- Add Alternate Pavement Marking & Signing Plan @ 1"=40' (assume included on Base Bid Sections)
- Add Alternate Construction Details (1)
- Add Alternate Driveway and Wheelchair Ramp Details (1)
- Add Alternate Cross Section Sheets (assume included on Base Bid Sections)

The total number of sheets is anticipated to be approximately one hundred sixty-three (163). We anticipate that curb tie and layout plans will not be required for the add alternate as there will be no changes to the curb line.

Task 9.4 Prepare Special Provisions

We will provide additional special provisions for the traffic calming items that were approved for the accepted alternative and wetland replication items. We do not anticipate any special provisions for the relocation of the utility poles.

Task 9.5 Traffic Management Plan

We do not anticipate any changes to the authorized scope under this task.

Task 9.6 Itemized Quantity Take-off and Cost Estimate

The widened roadway will have additional impacts on the abutting properties such as tree removal, rebuilding walls, constructing new walls, resetting fences, etc. We will include the additional items in the quantity calculations and construction cost estimate.

Task 9.7 Submit Final Plans and Meet with Town

Per the authorized Scope of Services, we will submit up to three (3) hard copies of the Plans, Estimate and Special Provisions to the Town for review. Electronic copies in Adobe PDF and Microsoft Word format will also be provided.

10.0 Prepare Contract Bid Documents

Task 10.1 Address Final Plan Comments

We will address the comments received on the Final Plans, Estimate and Special Provisions and make the necessary revisions. We anticipate that comments will be minor.

Task 10.2 Prepare Contract Documents

We will provide up to fifteen (15) hard copies of the Contract Plans to the Town for bidding. Our Team will provide the revised Special Provisions to the Town in Microsoft Word format for incorporation into the Contract Specifications being prepared by the Town.



Mr. Jeremy Marsette, P.E.
July 5, 2018 Revised August 24, 2018

Task 10.3 Bid Phase Support

We anticipate additional effort will be required to review the add alternate bids.

FEE

We have prepared the enclosed person-hour and lump-sum fee estimate for the additional scope of services (see Attachment A) and a fee estimate for the reduction in the cost to eliminate the work associated with Bennett Street and the Johnson School (see Attachment B). The net lump-sum cost associated with this scope of services is \$99,584.63. This includes the cost to provide the additional services minus the cost associated with the removal of Bennet Street and Johnson School design work from the scope of work.

This fee is an estimate based on assumptions of the time required to complete the work and estimated expenses. We have included a man-hour estimate and break down of the costs for your review.

Sincerely,

Green International Affiliates, Inc.

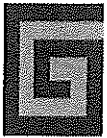


Ko Ishikura, P.E.
President

Cc: Project File: 17008
EA/eca

F:\Projects\2017\17008\SCOPE\07 Amendment For Additional Services\Amendment For Additional Services Ver00.Docx





GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD, SUITE 3 WESTFORD, MA 01886
T: (978) 923-0400 | F: (978) 399-0033 | WWW.GREENINTL.COM

Amendment for Additional Engineering Services

ATTACHMENT A

Engineer's Person-Hour Estimate and Fee Schedule

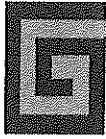
Town of Natick Department of Public Works
Roadway and Drainage Improvements to South Main Street

TASK No.	TASK DESCRIPTION	PROJECT MANAGER \$	PROJECT ENGINEER \$	SURVEYOR PLS \$	CIVIL ENGINEER \$	CAD/DIS OPERATOR \$	SURVEYOR \$	TOTAL LABOR	TOTAL LABOR	Travel Mileage	Printing	Mailing	Misc.	TOTAL EXPENSES
Task 1.0 Startup/Data Collection														
1.1	Startup Meeting	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.2	Subsurface Exploration (lab analysis of test pits and performing ledge)	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.3	Accident Data	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.4	Field Reconnaissance	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.5	Traffic Data	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Task 1.0 Startup / Data Collection														
		0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 2.0 Field Survey and Base Plans														
2.1	Complete Right-of-Way	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.2	Utility Coordination	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3	Survey Coordination and Controls	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.4	Complete Field Survey	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.5	Cross Section	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.6	Base Plan	1	1	1	8	16	12	54	54	\$46.33	\$0.00	\$0.00	\$0.00	\$46.33
Total Task 2.0 Field Survey and Base Plans														
		1	1	1	8	16	12	54	54	\$46.33	\$0.00	\$0.00	\$0.00	\$46.33
Task 3.0 Conceptual Design														
3.1	Alternatives Analysis	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.2	Prepare and Submit Memorandum with Recommendations	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.3	Attend Meeting with the Town	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Task 3.0 Conceptual Design														
		0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 4.0 Preliminary Roadway														
4.1	Evaluate Pavement Core/Pavement Design	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.2	Apply Typical Section	0	2	0	4	8	0	14	14	\$1,320.00	\$0.00	\$0.00	\$0.00	\$1,320.00
4.3	Horizontal Design	1	1	0	2	4	0	8	8	\$820.00	\$0.00	\$0.00	\$0.00	\$820.00
4.4	Vertical Design	0	0	0	2	2	0	4	4	\$360.00	\$0.00	\$0.00	\$0.00	\$360.00
Total Task 4.0 Preliminary Roadway														
		1	3	0	8	14	0	25	25	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
Task 5.0 Preliminary Drainage/Utility														
5.1	Drainage Layout and Analysis	4	16	0	24	16	0	60	60	\$6,360.00	\$0.00	\$0.00	\$0.00	\$6,360.00
5.2	BMP Determination and Meet with Natick ComCom	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.3	Utility Coordination	18	24	0	20	16	0	78	78	\$9,260.00	\$185.30	\$0.00	\$0.00	\$9,445.30
Total Task 5.0 Preliminary Drainage/Utility														
		22	40	0	44	32	0	138	138	\$15,620.00	\$185.30	\$0.00	\$0.00	\$15,805.30

July 5, 2018

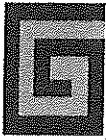
Revised August 24, 2018

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Offices in Massachusetts and Rhode Island



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TASK No.	TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	SURVEYOR PLS	CIVIL ENGINEER	CAD/CIS OPERATOR	SURVEYOR	TOTAL LABOR	TOTAL LABOR	TRAVEL MILEAGE	PRINTING	MAILING	MISC.	TOTAL EXPENSES
Task 6.0	Preliminary Design Subtotal													
6.1	Prepare and Submit Plans	20	60	0	101	182	0	363	\$36,065.00	\$0.00	\$176.00	\$0.00	\$0.00	\$176.00
	Title Sheet/Index of Sheets (1)	0	0	0	0	0	0	0						
	Plan Symbols and Notes Sheet (1)	0	0	0	0	0	0	0						
	Key Plan (1)	0	0	0	0	0	0	0						
	Base Bid Typical Sections (3)	0	1	0	1	2	0	4						
	Base Bid Construction Plans @ 1"=20' (14)	2	8	0	10	20	0	40						
	Base Bid Construction Profile @ 1"=20' (14)	0	0	0	2	2	0	4						
	Base Bid Drainage and Utility Plan @ 1"=20' (14)	2	4	0	4	4	0	14						
	Base Bid Pavement Marking and Signing Plan @ 1"=40' (7)	1	2	0	4	4	0	11						
	Base Bid Wetland Replication Plans and Details (up to 5 sheets)	0	0	0	0	0	0	0						
	Base Bid Cross Section Sheets (70)	8	24	0	55	108	0	196						
	Add Alternate Typical Sections (1)	0	1	0	2	4	0	7						
	Add Alternate Construction Plans @ 1"=20' (5)	2	6	0	8	12	0	28						
	Add Alternate Pavement Marking and Signing Plan @ 1"=40' (essu)	1	2	0	2	2	0	7						
	Add Alternate Cross Section Sheets (assume included on Base Bid)	4	12	0	12	24	0	52						
6.2	Prepare and Submit Estimate	1	4	0	8	12	0	25	\$2,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.3	Attend Meeting with the Town	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Task 6.0 Preliminary Design Subtotal	21	64	0	109	194	0	388	\$38,525.00	\$0.00	\$176.00	\$0.00	\$0.00	\$176.00
Task 7.0	Permitting													
7.2a	Wetland Replication as part of NOI	24	12	0	24	0	0	60	\$7,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.2b	Calculate BFE and Compensatory Flood Storage as part of NOI	4	12	0	40	0	0	56	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.3	Prepare and Submit MWRA 8(m) Permit Application	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.4	Other Permits	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Task 7.0 Permitting	28	24	0	64	0	0	116	\$13,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 8.0	Project Meetings and Public Meeting													
8.1	Prepare for and Attend up to Four Project Meetings with the Town	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.2	Prepare for and Attend up to One Public Meeting	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Task 8.0 Project Meetings and Public Meeting	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



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TASK No.	TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	SURVEYOR PLS	CIVIL ENGINEER	OPERATOR	CAD/CS	SURVEYOR	TOTAL LABOR	TOTAL LABOR	Travel Mileage	Printing	Mailing	Misc.	TOTAL EXPENSES
Task 9.0	Final Design	1	1	1	0	0	0	0	6	\$870.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.1	Final Roadway Design	2	2	0	0	0	0	0	12	\$1,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.2	Finalize Drainage	13	44	0	79	125	0	0	261	\$25,930.00	\$0.00	\$136.00	\$0.00	\$0.00	\$136.00
9.3 & 9.5	Prepare and Submit Final Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Title Sheet/Index of Sheets (1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Plan Symbols and Notes Sheet (1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Key Plan (1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Base Bid Typical Sections (4)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Base Bid Construction Plans @ 1"=20' (14)	1	2	0	0	1	1	0	3	0	0	0	0	0	0
	Base Bid Construction Profile @ 1"=20' (14)	0	0	0	0	16	0	0	27	0	0	0	0	0	0
	Base Bid Drainage and Utility Plan @ 1"=20' (14)	1	4	0	0	0	0	0	0	0	0	0	0	0	0
	Base Bid Curb Tie and Layout Plan @ 1"=20' (14)	1	2	0	0	8	0	0	17	0	0	0	0	0	0
	Base Bid Pavement Marking and Signing Plan @ 1"=40' (7)	1	2	0	0	2	0	0	7	0	0	0	0	0	0
	Base Bid Traffic Sign Summary Sheet (1)	0	0	0	0	4	0	0	11	0	0	0	0	0	0
	Base Bid Wetland Replication Plans and Details (up to 5 sheets)	2	2	0	0	1	1	0	2	0	0	0	0	0	0
	Base Bid Traffic Management Plan (3)	0	0	0	0	8	0	0	16	0	0	0	0	0	0
	Base Bid Construction Details (4)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Base Bid Driveway and Wheelchair Ramp Details (2)	0	2	0	0	4	0	0	8	0	0	0	0	0	0
	Base Bid Cross Section Sheets (77)	4	0	0	0	0	0	0	0	0	0	0	0	0	0
	Add Alternate Typical Sections (1)	0	16	0	32	48	0	0	100	0	0	0	0	0	0
	Add Alternate Construction Plans @ 1"=20' (5)	1	1	0	1	2	0	0	4	0	0	0	0	0	0
	Add Alternate Pavement Marking and Signing Plan @ 1"=40' (3)	0	4	0	8	12	0	0	25	0	0	0	0	0	0
	Add Alternate Construction Details (1)	0	1	0	1	1	0	0	3	0	0	0	0	0	0
	Add Alternate Driveway and Wheelchair Ramp Details (1)	1	1	0	1	2	0	0	4	0	0	0	0	0	0
	Add Alternate Cross Section Sheets (21)	1	2	0	2	4	0	0	9	0	0	0	0	0	0
	Prepare and Submit Special Provisions	1	4	0	8	12	0	0	25	0	0	0	0	0	0
9.4	Prepare and Submit Final Cost Estimate with Quantities	0	2	0	12	0	0	0	14	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.5	Submit Final Plans and Meet with Town	0	4	0	4	8	0	0	16	\$1,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.7	Submit Final Plans and Meet with Town	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Task 9.0 Final Design		16	53	0	107	133	0	0	309	\$30,920.00	\$0.00	\$136.00	\$0.00	\$0.00	\$136.00
Task 10.0	Prepare Contract Bid Documents	1	4	0	8	8	0	0	21	\$2,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10.1	Address Final Plan Comments	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$524.00	\$0.00	\$0.00	\$524.00
10.2	Prepare and Print Contract Documents (Up to 15 Copies)	1	2	0	4	2	0	0	9	\$970.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10.3	Bid Phase Support including attending bid opening	2	6	0	12	10	0	0	30	\$3,090.00	\$0.00	\$524.00	\$0.00	\$0.00	\$524.00
Total Task 10.0 Prepare Contract Bid Documents		91	191	8	360	395	16	0	1,061	\$109,405.00	\$231.63	\$936.00	\$0.00	\$0.00	\$1,167.63
TOTALS FOR ALL TASKS															
SUBTRACT FEE ASSOCIATED WITH REMOVAL OF SCOPE RELATED TO BENNETT AND JOHNSON SCHOOL (SEE ATTACHED)															
TOTAL AMENDMENT REQUEST															
TOTAL LABOR COST															
DIRECT EXPENSES															
TOTAL COST FOR DESIGN AND PERMITTING FOR ADDITIONAL WORK															
TOTAL LABOR COST															
DIRECT EXPENSES															
TOTAL AMENDMENT REQUEST															

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ATTACHMENT B

Civil and Structural Engineers

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TASK No.	TASK DESCRIPTION	PROJECT MANAGER \$	PROJECT ENGINEER \$	SURVEYOR PLS \$	CIVIL ENGINEER \$	CAD/CIS OPERATOR \$	SURVEYOR \$	TOTAL LABOR	TOTAL LABOR	TRAVEL Mileage	Printing	Mailing	Misc.	TOTAL EXPENSES
Task 1.0 Startup/Data Collection														
1.1	Startup Meeting	8	8	0	0	0	0	16	\$2,320.00	\$45.90	\$0.00	\$0.00	\$0.00	\$45.90
1.2	Subsurface Exploration (lab analysis of test pits and performing ledge)	1	0	0	20	0	0	21	\$2,660.00	\$91.80	\$0.00	\$0.00	\$9,450.00	\$9,541.80
1.3	Accident Data	1	4	0	20	16	0	41	\$3,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.4	Field Reconnaissance	2	8	0	8	0	0	18	\$2,120.00	\$45.90	\$0.00	\$0.00	\$0.00	\$45.90
1.5	Traffic Data	0	1	0	1	0	0	2	\$225.00	\$0.00	\$0.00	\$0.00	\$600.00	\$600.00
	Total Task 1.0 Startup / Data Collection	12	21	0	49	16	0	98	\$10,665.00	\$183.60	\$0.00	\$0.00	\$10,050.00	\$10,233.60
Task 2.0 Field Survey and Base Plans														
2.1	Complete Right-of-Way	2	0	8	0	24	0	34	\$3,320.00	\$85.90	\$100.00	\$270.00	\$0.00	\$456.90
2.2	Utility Coordination	4	0	16	48	16	0	100	\$9,760.00	\$0.00	\$450.00	\$0.00	\$0.00	\$450.00
2.3	Survey Coordination and Controls	0	0	0	16	0	0	50	\$4,320.00	\$367.20	\$0.00	\$0.00	\$0.00	\$367.20
2.4	Complete Field Survey	8	0	4	40	24	0	124	\$11,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.5	Cross Section	0	0	0	8	16	0	24	\$2,120.00	\$27.00	\$0.00	\$0.00	\$0.00	\$27.00
2.6	Base Plan	6	0	24	24	8	0	78	\$9,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Task 2.0 Field Survey and Base Plans	20	0	54	136	88	112	410	\$39,040.00	\$481.10	\$550.00	\$270.00	\$0.00	\$1,301.10
Task 3.0 Conceptual Design														
3.1	Alternatives Analysis	6	16	0	32	32	0	86	\$9,600.00	\$45.90	\$0.00	\$0.00	\$0.00	\$45.90
3.2	Prepare and Submit Memorandum with Recommendations	2	8	0	16	8	0	34	\$3,560.00	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
3.3	Attend Meeting with the Town	6	6	0	0	0	0	12	\$1,740.00	\$45.90	\$0.00	\$0.00	\$0.00	\$45.90
	Total Task 3.0 Conceptual Design	14	30	0	48	40	0	132	\$14,100.00	\$91.80	\$25.00	\$0.00	\$0.00	\$116.80
Task 4.0 Preliminary Roadway														
4.1	Evaluate Pavement Cores/Pavement Design	0	2	0	4	0	0	6	\$640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.2	Apply Typical Section	2	4	0	16	20	0	42	\$4,060.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.3	Horizontal Design	1	3	0	4	6	0	14	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.4	Vertical Design	1	1	0	4	4	0	10	\$1,010.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Task 4.0 Preliminary Roadway	4	10	0	28	30	0	72	\$7,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 5.0 Preliminary Drainage														
5.1	Drainage Layout and Analysis	2	16	0	40	36	0	94	\$9,260.00	\$45.90	\$0.00	\$0.00	\$0.00	\$45.90
5.2	BMP Determination and Meet with Natick ConCom	4	8	0	16	0	0	28	\$3,200.00	\$45.90	\$0.00	\$0.00	\$0.00	\$45.90
	Total Task 5.0 Preliminary Drainage	6	24	0	56	36	0	122	\$12,460.00	\$91.80	\$0.00	\$0.00	\$0.00	\$91.80

TASK No.	TASK DESCRIPTION	PROJECT MANAGER \$	PROJECT ENGINEER \$	SURVEYOR PLS \$	CIVIL ENGINEER \$	CADISG OPERATOR \$	SURVEYOR \$	TOTAL LABOR	TOTAL LABOR	TRAVEL MESSAGE	PRINTING	MAILING	MISC.	TOTAL EXPENSES
Task 6.0	Preliminary Design Submittal	160.00	130.00	120.00	95.00	85.00	80.00							
6.1	Prepare and Submit Plans	17	55	0	110	208	0	390	338,000.00	\$0.00	\$340.00	\$50.00	\$0.00	\$390.00
	Title Sheet/Index of Sheets (1)	0	1	0	2	4	0	7						
	Plan Symbols and Notes Sheet (1)	0	1	0	2	2	0	5						
	Key Plan (1)	0	1	0	2	2	0	5						
	Typical Sections (3)	1	4	0	4	12	0	21						
	Construction Plans @ 1"=20' (14)	4	12	0	36	66	0	118						
	Construction Profile @ 1"=20' (14)	2	4	0	8	10	0	24						
	Drainage and Utility Plan @ 1"=20' (14)	2	8	0	8	12	0	30						
	Pavement Marking and Signing Plan @ 1"=40' (7)	2	4	0	8	12	0	26						
	Critical Cross Section Sheets (30)	6	20	0	40	88	0	154						
6.2	Prepare and Submit Estimate	2	8	0	22	8	0	40	\$4,130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.3	Attend Meeting with the Town	6	6	0	0	0	0	12	\$1,740.00	\$45.90	\$0.00	\$0.00	\$0.00	\$45.90
	Total Task 6.0 Preliminary Design Submittal	25	59	0	132	216	0	442	\$43,870.00	\$45.90	\$340.00	\$50.00	\$0.00	\$45,900.00
Task 7.0	Permitting													
7.1	Wetland Delineation (survey performed under Task 2.0)	12	0	0	0	0	0	12	\$1,920.00	\$45.90	\$0.00	\$0.00	\$0.00	\$45.90
7.2-7.3	Prepare and Submit NOI and Stormwater Report	16	60	0	88	40	0	204	\$22,120.00	\$0.00	\$400.00	\$2,200.00	\$200.00	\$2,800.00
7.3	Attend up to two ConCom Hearings	8	8	0	0	0	0	16	\$2,320.00	\$91.80	\$0.00	\$0.00	\$0.00	\$91.80
7.4	Prepare and Submit MWRA 8(m) Permit Application	1	2	0	8	4	0	15	\$1,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Task 7.0 Permitting	37	70	0	96	44	0	247	\$27,880.00	\$137.70	\$400.00	\$2,200.00	\$200.00	\$29,937.70
Task 8.0	Project Meetings and Public Meeting													
8.1	Prepare for and Attend up to Four Project Meetings with the Town	16	24	0	8	0	0	48	\$6,440.00	\$183.60	\$0.00	\$0.00	\$0.00	\$183.60
8.2	Prepare for and Attend up to One Public Meeting	6	8	0	16	16	0	46	\$4,880.00	\$45.90	\$50.00	\$0.00	\$0.00	\$95.90
	Total Task 8.0 Project Meetings and Public Meeting	22	32	0	24	16	0	94	\$11,320.00	\$229.50	\$50.00	\$0.00	\$0.00	\$779.50
Task 9.0	Final Design													
9.1	Final Roadway Design	2	4	0	12	0	0	18	\$1,980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.2	Finalize Drainage	2	8	0	32	0	0	42	\$4,400.00	\$45.90	\$0.00	\$0.00	\$0.00	\$45.90
9.3 & 9.5	Prepare and Submit Final Plans	17	73	0	146	205	0	441	\$43,505.00	\$0.00	\$480.00	\$50.00	\$0.00	\$530.00
	Title Sheet/Index of Sheets (1)	0	0	0	1	1	0	2						
	Plan Symbols and Notes Sheet (1)	0	1	0	1	1	0	3						
	Key Plan (1)	0	0	0	0	1	0	1						
	Typical Sections (4)	2	6	0	8	8	0	24						
	Construction Plans @ 1"=20' (14)	2	12	0	28	40	0	82						
	Construction Profile @ 1"=20' (14)	2	6	0	8	12	0	28						
	Drainage and Utility Plan @ 1"=20' (14)	2	8	0	10	16	0	36						
	Curb Tie and Layout Plan @ 1"=20' (14)	2	6	0	12	20	0	40						
	Pavement Marking and Signing Plan @ 1"=40' (7)	0	2	0	6	5	0	14						
	Traffic Sign Summary Sheet (1)	0	4	0	8	8	0	20						
	Traffic Management Plan (3)	0	4	0	8	12	0	24						
	Construction Details (4)	2	4	0	8	16	0	30						
	Driveway and Wheelchair Ramp Details (2)	1	4	0	12	24	0	41						
	Critical Cross Section Sheets (40)	4	16	0	36	40	0	96						
9.4	Prepare and Submit Special Provisions	2	8	0	8	0	0	18	\$2,120.00	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00
9.6	Prepare and Submit Final Cost Estimate with Quantities	2	8	0	8	5	0	24	\$2,630.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.7	Attend meeting with Town	6	6	0	0	0	0	12	\$1,740.00	\$45.90	\$0.00	\$0.00	\$0.00	\$45.90
	Total Task 9.0 Final Design	31	107	0	206	211	0	555	\$56,375.00	\$91.80	\$530.00	\$50.00	\$0.00	\$671.80

Engineer's Man-Hour Estimate
and Fee ScheduleTown of Haddam
Department of Public Works
Roadway and Drainage Improvements to South Main Street

TASK No.	TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	SURVEYOR PLS	CIVIL ENGINEER	CAD/DIGS OPERATOR	SURVEYOR	TOTAL LABOR	TOTAL LABOR	Travel Mileage	Printing	Mailing	Misc.	TOTAL EXPENSES
Task 10.0	Prepare Contract Bid Documents	\$ 180.00	\$ 130.00	\$ 120.00	\$ 95.00	\$ 85.00	\$ 80.00							
10.1	Address Final Plan Comments	4	10	0	16	20	0	50	\$5,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10.2	Prepare and Print Contract Documents (Up to 15 Copies)	1	2	0	2	2	0	7	\$780.00	\$0.00	\$2,320.00	\$50.00	\$0.00	\$2,370.00
10.3	Bid Phase Support including attending bid opening	4	12	0	20	8	0	44	\$4,780.00	\$45.90	\$0.00	\$0.00	\$0.00	\$45.90
	Total Task 10.0 Prepare Contract Bid Documents	9	24	0	38	30	0	101	\$10,720.00	\$45.90	\$2,320.00	\$50.00	\$0.00	\$2,415.90
	TOTALS FOR ALL TASKS	180	387	54	813	727	112	2,273	\$ 233,580.00	\$ 1,399.10	\$ 4,215.00	\$ 2,620.00	\$ 10,250.00	\$ 18,484.10

TOTAL LABOR COST \$ 233,580.00
DIRECT EXPENSES \$ 18,484.10TOTAL COST FOR DESIGN AND PERMITTING WITHOUT BENNETT AND JOHNSON SCHOOL \$ 252,064.10
SUBTRACT ORIGINAL AUTHORIZED AMOUNT \$ 263,052.10

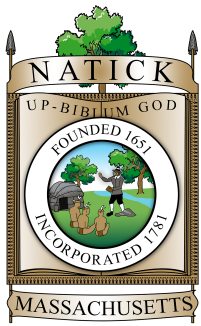
REDUCTION IN FEE ASSOCIATED WITH REMOVAL OF SCOPE ASSOCIATED WITH BENNETT STREET AND JOHNSON SCHOOL \$ (10,988.00)

ITEM TITLE: Community & Economic Development Director: Approve CRT and Route 27 Contracts

ITEM SUMMARY: a. CRT Beta Contract Amendment
b. Route 27 North Main Street Beta Contract Amendment
c. Route 27 North Main Street KP Law Engagement

ATTACHMENTS:

Description	Upload Date	Type
CRT/Beta Contract Amendment Memo	11/21/2018	Cover Memo
CRT/Beta Third Amendment	11/21/2018	Cover Memo
Rt 27 N Main Street/Beta Contract Amendment Memo	11/21/2018	Cover Memo
Rt 27 N Main Street/Beta First Amendment	11/21/2018	Cover Memo
Rt 27 N Main Street Right of Way-Proposed Terms of Engagement with KP Law	11/21/2018	Cover Memo



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone – Town Administrator
William D. Chenard – Deputy Town Administrator - Operations

FROM: Bryan R. Le Blanc, Procurement Officer
James Errickson, Director, Community Development

DATE: November 20, 2018

SUBJECT: CONTRACT AWARD – THIRD AMENDMENT
Beta Group, Inc./Cochituate Rail Trail Design

The Town awarded a contract entitled “Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts,” dated April 18, 2017 (the “Agreement”). Pursuant to Article 5 of the Agreement (“Payment”), fees for the design tasks to be undertaken by the Contractor, at the direction of the Town, were limited to the available appropriation, which was then designated at two hundred sixty thousand dollars and zero cents (\$260,000.00). Due to unavailability of funds, the Town needed to reduce the sum to two hundred twenty thousand dollars and zero cents (\$220,000.00). In the First Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, between the Parties, dated September 18, 2017 (the “First Amendment”) the not to exceed sum was reduced, in Article 5, to \$220,000.00.

The 2017 Natick Fall Town Meeting appropriated additional funds for the Contract, to provide the entire design amount, which shall not exceed three hundred fifty-two thousand forty-five dollars and zero cents (\$352,045.00).

The Second Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail fully funded design; it still excluded construction administration services. Construction services were not, at that time, needed/desired. The Second Amendment reflected these realities.

The 2018 Natick Fall Town Meeting appropriated additional funds for the Contract - to provide additional sums for construction services (which include administration services). The total sum for such additional services, as noted in the Proposal of Beta Group, Inc. is \$44,790.00.

The Third Amendment to Contract for the Procurement of Engineering Services has been modified to include such construction services. It also includes the payment of such additional sums in the payment section of the Contract. The new contract sum has been updated to reflect a

total Contract sum of \$396,835.00 (the \$352,045.00 amount for full design under the Second Amendment, plus the additional \$44,790.00 for construction services in the Third Amendment.)

We respectfully request that Natick Board of Selectmen approve the Third Amendment as attached hereto.

We also request that the Town vote to renew the term of this contract for an additional one (1) year term. The new termination date will be April 17, 2020.

The funding to cover the additional sums comes from the following sources:

Accts. 00020575 522725
00020241 581000

Total \$396,835.00

THIRD AMENDMENT TO CONTRACT FOR
THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK, MASSACHUSETTS

This Third Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Natick Board of Selectmen (“The Town of Natick” or “the Town”) and Beta Group, Inc., 6 Blackstone Valley Place, Suite 101, Lincoln, RI 02865 (“the Contractor”) (collectively “the Parties”) is entered into this 26th day of November, 2018.

WHEREAS, the Parties are parties to a contract entitled “Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts,” dated April 18, 2017 (the “Agreement”);

WHEREAS, pursuant to Article 5 of the Agreement (“Payment”), fees for the design tasks to be undertaken by the Contractor, at the direction of the Town, were limited to the available appropriation, which was then designated at two hundred sixty thousand dollars and zero cents (\$260,000.00);

WHEREAS, due to unavailability of funds, the Town needed to reduce the sum to two hundred twenty thousand dollars and zero cents (\$220,000.00);

WHEREAS, in the First Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, between the Parties, dated September 18, 2017 (the “First Amendment”) the not to exceed sum was reduced, in Article 5, to \$220,000.00;

WHEREAS, 2017 Natick Fall Town Meeting appropriated additional funds for the Contract, to provide the entire design amount, which shall not exceed three hundred fifty-two thousand forty-five dollars and zero cents (\$352,045.00);

WHEREAS, in the Second Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, between the Parties, dated February 26, 2018 (the “Second Amendment”), the Agreement was further amended to allow full design services, and increased the contract value to \$352,045.00, but still excluded construction services, as they were not then needed.

WHEREAS, since the time of the Second Amendment, 2018 Natick Fall Town Meeting has appropriated sufficient additional funds to provide construction services for the project, and whereas, such services are now required; and

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. In Article 1 of the Agreement (“Scope”), as modified, if at all, by the First Amendment and by the Second Amendment, delete all text and replace with the following text:

“In consideration of the obligations herein contained, the Contractor shall provide design and construction services for the Cochituate Rail Trail Project, as outlined in the Contractor’s Proposal, which is attached to the Contract as Attachment A, and which is incorporated herein by reference. It is anticipated that the tasks within the Contractor’s Proposal will be undertaken as needed and as determined by the Town, and not necessarily sequentially. Each task completed shall be billed at the hourly rates set forth in the Contractor’s Proposal.”

2. In Article 5 of the Agreement (“Payment”), as modified, if at all, by the First Amendment and by the Second Amendment, delete all text and replace with the following text:

“In consideration for the Contractor’s performance of the design services and of the construction services in accordance with the requirements of this Contract, and as directed by the Town, the Town shall pay the Contractor the hourly rates for design services and for construction services, as set forth in the Contractor’s proposal, with a sum not to exceed three hundred ninety-six thousand eight hundred thirty-five dollars and zero cents (\$396,835.00).

The parties agree that design tasks and construction services tasks from the Contractor’s proposal, as directed by the Town, and as performed by the Contractor, shall be billed at the hourly rates for design, as set forth in the Contractor’s proposal. The tasks to be performed within such design services shall be at the direction of the Town.”

3. In Article 20 of the Agreement, strike reference to “Martha L. White” and replace with “Melissa A. Malone.” Also, strike reference to “John P. Flynn, Esq.” and replace with “Karis L. North, Esq.”

Except as modified herein, the provisions of the Agreement shall remain in full force and effect.

Executed under seal.

The Town of Natick, Massachusetts

By:

The Natick Board of Selectmen

Amy K., Mistrot, Chairman

Susan G. Salamoff, Vice Chairman

Michael J. Hickey, Jr., Clerk

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Beta Group, Inc.

By:

Signature

Printed Name

Printed Title

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify, pursuant to M.G.L. c. 44, §31, that an appropriation in the amount of this Agreement is available therefor, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

Karis L. North, Esq.

Dated: _____

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

VOTED: To authorize and empower either

, _____;
(Name) (Title)

, _____; or
(Name) (Title)

, _____
(Name) (Title),

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

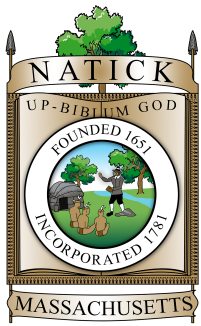
I, further certify that the above vote is still in effect on this the day of , 20 and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

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



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator-Operations

FROM: Bryan R. Le Blanc, Procurement Officer
James Errickson, Director, Community & Economic Development

DATE: November 26_, 2018

**SUBJECT: FIRST AMENDMENT TO CONTRACT
Beta Group, Inc./Route 27 Project**

The Town and Beta Group, Inc. (Beta), are parties to a contract entitled “Contract for the Procurement of Design Services for the Route 27 Project in Natick, Massachusetts.” Under the terms of this contract, dated January 16, 2018, Beta is charged with providing seventy-five percent design work services for the Route 27 Project. It is also charged with providing feasibility work for a roundabout study for the project. The total sums available to date equal \$600,000; and the Town’s financial liability is capped at that amount.

In the course of the Project, it has become necessary to secure additional engineering services associated with the many right of way issues that will be involved in temporary and permanent easements, as well as in potential takings, for the Project. Because Beta has performed work to date, it possesses a familiarity with the properties, which other competitors will not have. We believe that this familiarity will reduce the overall cost of performing the work.

Such additional services are exempt from statutory procurement in Massachusetts. M.G.L. c. 30B, §1(b)(32A) specifically exempts the services of “architects, engineers, and related professionals” from the scope of the Uniform Procurement Act. Additionally, as no vertical building is involved, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.* will not be relevant to the award. Such law only applies to public building (as opposed to public works or horizontal) construction.

We ask the Natick Board of Selectmen to adopt the First Amendment hereto, which will add the additional scope of services through a new Attachment A2 to the existing contract. It will also add an additional year to the contract term, which would have expired in January 2018. It also corrects the Town’s contact information to reflect the identity of the current Town Administrator.

The Town now has sufficient funds to allow for performance of all services in the Scope of Services in Attachment A1, the Scope Supplement in Attachment A1, and the Second Scope

Supplement in Attachment A2. The amendment will provide a contract that will allow all design services for the complete project as intended. Full appropriation for such work has been made through Fall 2018 Town Meeting. Hence, the Contractor, under this Amendment, will be billed at hourly rates, with a total contract sum of \$950,100.00.



Town of Natick, Massachusetts
FIRST AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF
DESIGN SERVICES FOR THE ROUTE 27 PROJECT IN NATICK,
MASSACHUSETTS

This First Amendment to Contract for the Procurement of Design Services for the Route 27 Project in Natick, Massachusetts is made this 26th day of November, 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 Beta Group, Inc., a corporation organized under the laws of the State of Delaware, with a principal office located at 6 Blackstone Valley Place, Suite 101, Lincoln, RI 02865, and a Massachusetts office located at 315 Norwood Park South, 2nd Floor, Norwood, MA 02062 (hereinafter the “Contractor”).

WHEREAS, the Town and the Contractor are parties (collectively “the Parties”) to a Contract entitled “Contract for the Procurement of Design Services for the Route 27 Project in Natick, Massachusetts” dated January 16, 2018 (the “Contract”);

WHEREAS, in the course of the Contract, the project has required certain additional engineering services to be needed in addition to those services enumerated in the Contract;

WHEREAS, such additional services are exempt from procurement, pursuant to the provisions of M.G.L. c. 30B, §1(b)(32A), as they constitute services of “architects, engineers, or related professionals”;

WHEREAS, the Town desires the Contractor to provide such additional services; and

WHEREAS, the Contractor desires to provide such additional services.

NOW, THEREFORE, the parties hereby agree as follows:

1. In Section 1 of the Contract, entitled “Scope,” strike the current language and replace with the following text:

“In consideration of the obligations herein contained, the Contractor shall provide services for the Route 27 Project in Natick, Massachusetts, as outlined in the Scope of Services and Scope Supplement sections specified in Attachment A1. Additionally, the Contractor shall provide additional services as outlined in the Second Scope Supplement at Attachment A2.”

2. In Section 3 of the Contract, entitled “Term,” strike the current language and replace with the following text:

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

Town of Natick, Massachusetts
FIRST AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF
DESIGN SERVICES FOR THE ROUTE 27 PROJECT IN NATICK,
MASSACHUSETTS

term.”

3. In Section 5 of the Contract, entitled “Payment,” strike the first paragraph and replace with the following text:

“In consideration for the Contractor’s performance of all services outlined in the Scope of Services and Scope Supplement sections of Attachment A1, and for the Second Scope Supplement as described in Attachment A2, the Town agrees to pay the Contractor, at the hourly rates specified in Attachments A1 and A2, as applicable, the sum of nine hundred fifty thousand one hundred dollars and zero cents (\$950,100.00).”

4. In Section 20 of the Contract, entitled “Notices,” strike the Town’s contact information and replace with the following:

“Melissa A. Malone
Natick Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760.

Strike also the reference to “John P. Flynn, Esq.” and replace with “Karis L. North, Esq.”

5. Add a new section following existing attachment A1, which shall provide as follows:

“ATTACHMENT A2
SECOND SCOPE SUPPLEMENT

The work for this second scope supplement involves the development of traffic and roadway improvements along North Main Street (Route 27) from North Avenue to Wayland Town line, but excluding the Route 9 Interchange area (North of Bacon Street to South of Rutledge Road). The overall distance of the work is approximately two (2) miles.

In general, the work will include the milling and overlay of roadway pavement, limited roadway widening, construction / reconstruction of sidewalks, installation of curbing, as well as grading and construction of new storm-water collection facilities.

There are six (6) key intersections within the work for which improvements are summarized below:

Town of Natick, Massachusetts
FIRST AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF
DESIGN SERVICES FOR THE ROUTE 27 PROJECT IN NATICK,
MASSACHUSETTS

- North Main Street /Bacon Street (Upgrade Signals)
- North Main Street /Lake Street (New Signal)
- North Main Street /Grove Street/Kinsman Street (Geometric)
- North Main Street /Pine Street (New Roundabout)
- North Main Street/East Evergreen Road (Upgrade Signals)
- North Main Street /Rutledge Road (Geometric).

As a result of the improvements required, right of way coordination and acquisition is necessary. Preliminary ROW plans have been developed and approved by MassDOT as part of the 75% design submission. The Preliminary ROW plans indicate a total approximately two hundred (200) Parcels generating a total of two hundred thirty (230) Temporary Easements/Rights of Entry, eighty (80) Permanent Easements (including twenty-four (24) Aerial Utility Easements) and eighteen (18) takings.

The intent is for the work's construction to be funded by MassDOT. In accordance with MassDOT procedure the Town is responsible for ROW acquisition and has requested assistance in procurement of the ROW needed to construct the project. It is assumed that the Town will generally coordinate the process with certain support from BETA as outlined below.

A breakdown of Basic ROW Assistance Services is as follows:

1.0 Initial ROW Package to Owners

Prepare mailing package for abutters per MassDOT guidelines regarding the Right of Way process.

Package preparation would include Preparation of Right of Entry forms, Temporary and Permanent Easement donation forms for involved properties. Forms will include a description of what work is proposed on each property along with an 8 1/2 x 11 excerpt from the Preliminary ROW plan showing the property and associated work. Town to provide cover letter, current list of abutters, print, assemble packages and distribute hard copies to owners, compile and tabulate returns.

Town to follow up with abutters to discuss project and anticipated work to be conducted on abutter parcels. The purpose of the coordination shall be to solicit "donation" of rights to access abutter property in order to conduct required work. To the extent that abutters decline permission to donate access and require compensation for a temporary easement, temporary easement plans are required to be filed at the registry.

Town of Natick, Massachusetts
FIRST AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF
DESIGN SERVICES FOR THE ROUTE 27 PROJECT IN NATICK,
MASSACHUSETTS

Attend two (2) meetings with the Town (BETA – Two (2) total)

2.0 Appraisals

Appraisal coordination and preparation by the Town. BETA to attend two (2) meetings with the Town to present plans to the public (BETA).

3.0 Temporary, Permanent and Utility Easement Plans

Prepare Temporary Easements (two hundred (200) total) and Permanent Easements (eighty (80) easements total, including twenty-four (24) Ariel utility easements) and takings (eighteen (18) total) in format suitable for registry filing. Coordination of easement plans with individual abutters as required is by the Town.

Attend two (2) meetings with the Town. (BETA and Survey PLS)

Address minor review comments from Town/MassDOT and finalize registry ROW plans including Temporary Easement Plans, Permanent Easement Plans, utility easements and takings for registry filing. Meets and Bounds description to be provided for permanent easements and taking only. It is anticipated that permanent easements (including PUE's) and takings do not require one plan per easement.

Final assembly and coordination of documents for Registry filing and coordination with MassDOT for ROW certificate is by the Town

4.0 Coordination with MassDOT/DCR

It is anticipated that special coordination may be required with MassDOT and Mass Turnpike regarding the placement of a roundabout a Pine Street; and also DCR and MassDOT for placement of a certain stormwater treatment pond near Snake Brook. This item includes attending three (3) meetings to evaluate Right of Way requirements related to the project at these locations. (BETA and Survey PLS).

Design Services Assumptions

The following assumptions form the basis of the scope and the planned effort:

- o Overall packaging and Narrative Instrument to accompany Temporary, Permanent and Utility Easement plans for use in Registry filing assumed prepared by Town Counsel.
- o All state owned (including Mass Turnpike and DCR), and

Town of Natick, Massachusetts
FIRST AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF
DESIGN SERVICES FOR THE ROUTE 27 PROJECT IN NATICK,
MASSACHUSETTS

Municipal owned land is assumed donated and not requiring appraisal.

- o Article 97 coordination is not required.
- o All Filing Fees are paid by the Town.

Budget

North Main St (Route 27)

1.0	Initial ROW Package to Owner	\$23,500
2.0	Appraisals BETA Meetings and Coordination	\$9,400
3.0	Documents for Registry Filing	
	Survey Subconsultant	\$23,000
	BETA Meetings	\$3,300
4.0	Coordination With MassDOT	
	Survey Subconsultant	\$2,000
	BETA Meetings	\$5,100

Direct Costs

Mileage	\$1,000
Printing	\$1,000
<hr/>	
TOTAL	\$68,300

6. All other provisions of the Contract shall remain in full force and effect.

(The remainder of this page is left intentionally blank.)

Town of Natick, Massachusetts
FIRST AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF
DESIGN SERVICES FOR THE ROUTE 27 PROJECT IN NATICK,
MASSACHUSETTS

Executed under seal this ____ day of _____, 2018.

The Town of Natick, Massachusetts

Beta Group, Inc.

by: the Natick Board of Selectmen

by:

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

Town of Natick, Massachusetts
FIRST AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF
DESIGN SERVICES FOR THE ROUTE 27 PROJECT IN NATICK,
MASSACHUSETTS

Karis L. North, Esq.

Dated: _____

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

VOTED: To authorize and empower either

(Name) (Title) _____;

(Name) (Title) _____; or

(Name) (Title), _____

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

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

Signature

Printed Name

Printed Title

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

October 15, 2018

Lauren F. Goldberg
lgoldberg@k-plaw.com

BY ELECTRONIC MAIL (jerrickson@natickma.org)

Mr. James Errickson
Director – Community & Economic Development
Natick Town Hall
13 East Central Street
Natick, MA 01760

Re: Proposed Terms of Engagement – North Main Street (Route 27) Right of Way

Dear Mr. Errickson:

I am writing as President of KP Law, P.C. (“Firm”). You have indicated that the Town of Natick wishes to retain the services of the Firm to advise and assist with respect to the acquisition of the necessary property interests to accomplish the North Main Street (Route 27) Road Improvement project (the “Project”). At your request, this letter serves as a proposal as to scope of work and fees for legal services in furtherance of the Project.

As you may know, the Firm serves as town counsel or city solicitor to over one-third of the municipalities in the Commonwealth and as special counsel to many others. The Firm has extensive experience in Massachusetts Department of Transportation (MassDOT) Highway Division Right of Way projects, and is uniquely qualified to undertake the Project at your request. Katharine Klein, who would work on the Project with the Town, is one of the Firm’s shareholders and senior real estate attorneys. She devotes a significant portion of her practice to MassDOT right of way projects, and has established an excellent relationship with representatives at the MassDOT Right of Way Bureau.

This Firm would retain Richard Golder, of the law firm of Marsh, Moriarty, Ontell & Golder, P.C., who is a preeminent expert in his field, to undertake the title work on this Project.

Fees

The Firm proposes that legal services in furtherance of the Project be provided at a rate of \$300.00 per hour, billed in 1/10th hour increments. If utilized, paralegals are charged at \$100.00 per hour. We do not otherwise charge for work by clerical staff or non-attorney personnel. We bill travel time on a portal to portal basis. Mileage is charged at the rate allowed by the Internal Revenue Code. Disbursements are charged at cost, without markup, for out-of-pocket expenses.



Mr. James Errickson
Director – Community & Economic Development
October 15, 2018
Page 2

We propose an initial “not to exceed” cap on these services of \$100,000. If it appears that the amount of fees required to complete the work will exceed the initial budget, your prior authorization would be obtained before exceeding this amount.

Thank you for the opportunity to work with the Town on this Project. If you need additional information about the Firm, or have any questions concerning the terms of the proposed engagement, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to read "L. Goldberg", with a long, sweeping horizontal line extending to the right.

Lauren F. Goldberg

LFG//KLK/jsh

648890/NATICK/0001

ITEM TITLE: Town of Natick AAA Bond Rating

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Fitch Ratings-New Issue Report	11/21/2018	Cover Memo
Standard & Poor's Rating	11/21/2018	Cover Memo

Natick, Massachusetts

New Issue Report

Ratings

Long Term Issuer Default Rating AAA

New Issue

\$94,695,000^a General Obligation
Municipal Purpose Loan Bonds,
Series 2018

AAA

^aPreliminary, subject to change.

Rating Outlook

Stable

New Issue Summary

Sale Date: Nov. 29, via competitive sale

Series: Approximately \$94,695,000 General Obligation (GO) Municipal Purpose Loan Bonds, Series 2018

Purpose: To finance the town's local share of the construction costs associated with a new Kennedy Middle School and fire station as well as other town-related projects.

Security: GOs of Natick backed by its full faith and credit. Property taxes levied by the town are subject to limitation by the Proposition 2 1/2 Commonwealth of Massachusetts statute unless voters approve the exclusion of debt service on the bonds from the limitation. A large portion of the town's series 2018 bonds associated with the middle school and fire station projects were approved by voters and are exempt from the limitations of Proposition 2 1/2.

Analytical Conclusion

The 'AAA' GO bond rating and Issuer Default Rating (IDR) reflect Fitch Ratings' expectation for Natick to maintain healthy financial flexibility throughout economic cycles, consistent with its history of strong operating performance and sound reserves. The town's strong financial profile reflects a wealthy property tax base, manageable expenditure growth and a solid level of expenditure flexibility if needed during future economic downturns.

Fitch expects long-term liabilities associated with debt and retiree benefits to remain moderate based on manageable capital needs and expectations for continued growth in population and residents' personal income. Additionally, management has a practice of fully funding its actuarially determined pension contribution (ADC) and making contributions over and above pay-go for other post-employment benefits (OPEB).

Economic Resource Base: Natick is a wealthy suburb located in Middlesex County, approximately 18 miles west of Boston. It has an estimated 2017 census population of 36,246, which is up 10% since 2010. The town's quality school system, commutable location to Boston and relatively more affordable housing options outside of the city have led to continued population and tax base growth.

Key Rating Drivers

Revenue Framework: 'aaa'

Fitch expects Natick to realize continued strong revenue growth based on anticipated increases in the value of its tax base and management's historical practice of levying close to or the full allowable 2.5% annual increase in its tax levy. The town's independent legal ability to raise revenues is somewhat constrained by the state's Proposition 2 1/2 law; however, a healthy level of new construction, which is excluded from the cap, supports expectations for strong natural growth in revenues going forward.

Expenditure Framework: 'aa'

Fitch expects the natural pace of spending growth to be in line with that of revenues over time. Carrying costs for long-term liabilities claim a moderate proportion of governmental spending, and Fitch expects such costs to remain moderate. Fitch believes that management has the flexibility and willingness to cut spending as necessary during economic downturns.

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Rating History (IDR and GO Bonds)

Rating	Action	Outlook/ Watch	Date
AAA	Assigned	Stable	11/19/18

Long-Term Liability Burden: 'aaa'

Natick's long-term liability burden for debt and Fitch-adjusted net pension liabilities (NPL) is low, at 8.6% of personal income, after issuance of the series 2018 bonds. Fitch anticipates the burden remaining low based on manageable future debt needs, a strong practice of pay-go capital spending and an expected increase in personal income over time. Natick fully funds its ADC, and principal amortization rates are slightly above average.

Operating Performance: 'aaa'

The town's steady revenue growth, combined with prudent fiscal policies and conservative budgeting practices, has resulted in historically sound operating results and maintenance of strong reserve levels. Fitch considers the town's gap-closing capacity to be strong based on its high reserves combined with a solid level of expenditure flexibility and substantial legal revenue raising ability. Fitch expects management will maintain its financial flexibility to withstand future economic downturns in a manner consistent with the current rating level.

Rating Sensitivities

Change In Revenue Growth Prospects: Fitch expects tax base growth to continue helping support future expenditure growth. A notable adverse change in the town's growth prospects could pressure the rating.

Increase in Long-term Liability Burden: An increase in Natick's long-term liabilities beyond Fitch's current expectations could pressure the rating.

Credit Profile

The town's fiscal 2019 taxable assessed value (TAV) is \$8.8 billion, or a very high \$242,000 per capita, highlighting the desirable geographic location in the greater Boston metro area and above-average wealth levels for residents. The town's largest employer, outside of the town itself and the school district, is the software development company MathWorks, Inc., which employs roughly 2,600 people. MathWorks, a privately held corporation specializing in mathematical computing software, maintains its headquarters in Natick and is currently undergoing expansion of its operations with the construction of an additional campus expected to house approximately 2,000 new jobs. Other major employers include the U.S. Army Natick Research, Development and Engineering Center, the Natick Mall, and MetroWest Medical Center. Unemployment levels are low, reflective of recent strong job and labor force growth, and are consistently better than state and national rates.

Revenue Framework

Real and personal property taxes are the largest revenue source and made up roughly 80% of fiscal 2017 budgeted general fund revenues. Motor vehicle and other excise taxes account for another approximately 4% of revenues, and state aid, primarily for education, represents approximately 10%. State aid has seen moderate increases in the past several years, as student enrollment growth has been strong in Natick.

General fund revenues increased at a compound annual growth rate of 4.5% for the 10-year period of 2007 through 2017 exceeding national GDP and inflation. The growth is due to increases in the tax base from new development as well as management's practice of typically increasing its property tax levy by the full 2.5% permitted under state law. When Fitch adjusts the revenue growth to exclude policy actions, the trend in growth still exceeds inflation but is slightly below the rate of GDP.

Related Research

[Fitch Rates Natick, MA's \\$95MM Series 2018 GO Bonds 'AAA'; Outlook Stable \(November 2018\)](#)

Related Criteria

[U.S. Public Finance Tax-Supported Rating Criteria \(April 2018\)](#)

The town's TAV declined modestly through the recession, but has experienced notable growth since fiscal 2012 due to a combination of new development and appreciation in property values. TAV has grown by 41% from fiscal 2012 through fiscal 2019 and the current fiscal 2019 value of \$8.8 billion exceeds the town's peak TAV prior to the recession by 33%. Fitch expects this trend of robust growth to continue due to the strong regional economy, notable projects underway and rising housing values.

Pursuant to state law, Proposition 2 1/2 limits the town's ability to levy property taxes by a "levy ceiling," an absolute cap on the level of property taxation, set at 2.5% of overall market values, and a levy limit that restricts the annual growth in taxation to a 2.5% increase over the previous year's levy plus the value of new growth. Taxation in excess of the levy limit requires voter approval. Declines in market value lower the "levy ceiling" and vice versa. The town's fiscal 2018 levy ceiling (currently \$206 million) is very high compared to its fiscal 2018 tax levy (\$107 million) due to continued growth in value over the years.

Management has historically levied close to the full 2.5% levy increase each year. Any excess in levy capacity is carried forward and available for use at any time. Additionally, voted debt can be excluded from Proposition 2 1/2 limits, and the town has been successful in receiving exemption approval by voters for a large portion of this current bond issue and prior bond issuances for school-related debt as well as for certain town projects.

The town's top 10 taxpayers represent a moderate 10% of the total tax base, including Natick Mall (and its luxury condo complex), which accounts for 4%, followed by MathWorks, Inc., at 2%.

Expenditure Framework

The bulk of general fund spending is associated with education, which represents close to half of general fund spending. The next largest component is public safety, at approximately 11% of the budget. Spending for education has been a primary budget driver for the last several years as student enrollment has grown by roughly 15% since fiscal 2009. Natick has consistently provided funding for schools over and above the state minimum requirement.

Carrying costs for debt service, pension and OPEB contributions were moderate for fiscal 2017, representing 13% of total governmental spending. Debt service costs associated with the series 2018 bonds are projected by Fitch to increase the spending metric to a level closer to 17% of governmental spending, which Fitch still considers to be moderate.

The town received voter approval to exempt from Proposition 2 1/2 limitations the new middle school and the fire house component of the current financing, which account for approximately \$82 million of the principal amount of the current offering. Of the town's current outstanding bond governmental debt service, approximately 50% is exempt from Prop 2 1/2 limitations as a result of voter approval. The bulk of the exempted debt is associated with the town's new high school, completed in 2011.

The town's five-year capital improvement plan includes potential future borrowing that Fitch considers manageable and also assumes a continued funding of capital needs on a pay-go basis. Fitch would expect the carrying cost metric to remain close to or below the current level going forward based on a moderate level of future debt plans, expected annual increases in pension contributions, the town's principal amortization rate, and a general increase in future total governmental spending.

Natick is a full-service town, and Fitch believes management has flexibility to reduce services if necessary. Changes to labor contracts are subject to collective bargaining, and minimum manning provisions apply for fire personnel, which Fitch considers fairly restrictive. However, of

the 1,727 full-time school and town employees, only approximately 54% belong to unions or other collective bargaining groups. Additionally, management reports its annual appropriations for school spending are currently around 40% over the minimum required by the state. The legal capacity to reduce education spending is a key consideration in the assessment of the town's expenditure framework, if only temporary, and notwithstanding the strong commitment the town has demonstrated to the funding of its highly accredited school system.

Long-Term Liability Burden

Long-term liabilities for governmental debt, including the series 2018 bonds, and for Fitch-adjusted NPLs are low, at 8.6% of residents' estimated personal income. Fitch expects the long-term liability burden to remain low based on manageable future debt plans, principal amortization rates (56% within 10 years) and expected growth in personal income levels over time. Governmental debt represents roughly 60% of the metric.

The town is a member of the Natick Contributory Retirement System, a cost-sharing multiple-employer defined benefit pension plan, and essentially all non-teacher employees participate in the plan. In the town's most current audited financial statements for fiscal 2017, it reported an NPL of \$87 million based on a 7.375% investment rate of return (IRR). The reported assets to liabilities ratio was 60%. Using a Fitch-adjusted 6% IRR, the assets to liabilities ratio equated to a lower 51% with an estimated NPL of \$115 million (3.6% of personal income) for the town's governmental portion of the plan (excludes the town's enterprise funds and Natick Housing Authority). The town's pension funding schedule assumes full amortization of the outstanding unfunded actuarial liability through 2030, 10 years earlier than what is permitted by the Commonwealth of Massachusetts. Teachers participate in the state administered Teachers' Retirement System for which the town has no liability or contribution requirements.

The town's unfunded OPEB liability totaled \$169 million as of July 1, 2016, assuming a 4% investment rate of return, equal to 5% of personal income. OPEB contributions in fiscal 2017 totaled \$4.9 million (roughly 3% of governmental expenditures). Management has taken actions to control long-term growth by switching to lower-cost HSA eligible-health insurance policies with higher deductibles and co-pays, which Fitch expects should have a positive impact on controlling growth in the OPEB liability. Management established an OPEB trust in 2015, and the balance in the OPEB trust was \$3.3 million as of June 30, 2018.

Operating Performance

Fitch expects Natick will continue to maintain strong reserve levels for the current rating level throughout economic cycles given its historically stable revenue performance and high level of inherent budget flexibility in the form of substantial revenue and spending control. For details, see Scenario Analysis, page 6.

Fiscal practices governing maintenance of operating reserves as well as capital-related reserves help contribute to the town's strong financial profile. The town has averaged roughly \$4.5 million annually in cash spending for capital over the last five years. During the most recent downturn, management instituted spending controls, imposed a hiring freeze, and reduced positions to help manage reductions in revenues and reduce the reliance on reserves. Fitch expects management would take similar actions during a future downturn and take immediate action to rebuild reserves as it did subsequent to the 2007-2009 recession.

At fiscal year-end 2017, the general fund experienced a net operating surplus of approximately \$6 million (4% of spending), reflective of a combination of positive revenue variances, namely from building permits and local excise taxes, and lower-than-budgeted spending. The

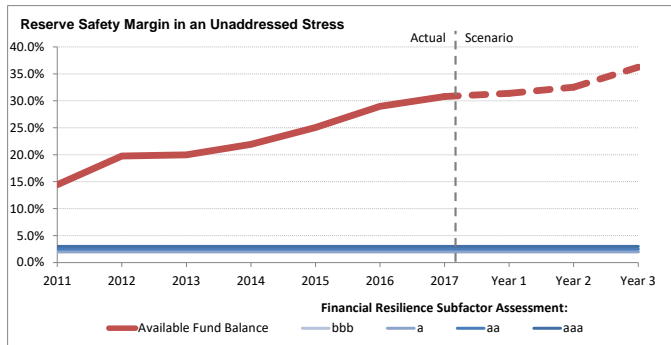
unrestricted general fund balance increased by approximately \$5 million to roughly \$45 million, or a solid 31% of spending. Fiscal 2017's financial results included an appropriation of \$1 million to the town's OPEB trust.

The fiscal 2018 final revised operating budget totaled \$151 million and was up 11% from the final revised 2017 budget. The primary drivers were school spending, debt service and employee benefits. Management reports preliminary results are positive.

The original fiscal 2019 budget is up slightly over the fiscal 2018 budget and reflects increases for education, debt service and pension costs. The budget includes appropriation for capital spending and continues its annual contribution to the capital stabilization fund and OPEB trust.

Natick (MA)

Scenario Analysis



Analyst Interpretation of Scenario Results:

Fitch expects Natick will continue to maintain strong reserve levels for the current rating level throughout economic cycles given its historically stable revenue performance and high level of inherent budget flexibility in the form of substantial revenue and spending control. The town has experienced surplus operations since fiscal 2011 and has historically maintained reserve levels well above the level Fitch deems adequate to maintain a 'aaa' operating performance assessment.

Scenario Parameters:

GDP Assumption (% Change)	Year 1	Year 2	Year 3
	(1.0%)	0.5%	2.0%
Expenditure Assumption (% Change)	2.0%	2.0%	2.0%
Revenue Output (% Change)	(1.0%)	2.6%	4.6%
Inherent Budget Flexibility	High		

Revenues, Expenditures, and Fund Balance	Actuals							Scenario Output		
	2011	2012	2013	2014	2015	2016	2017	Year 1	Year 2	Year 3
Total Revenues	114,135	122,637	123,880	129,307	131,124	136,932	147,936	146,456	150,245	157,176
% Change in Revenues	-	7.4%	1.0%	4.4%	1.4%	4.4%	8.0%	(1.0%)	2.6%	4.6%
Total Expenditures	112,313	119,287	125,060	130,409	129,854	134,762	144,129	147,011	149,951	152,951
% Change in Expenditures	-	6.2%	4.8%	4.3%	(0.4%)	3.8%	7.0%	2.0%	2.0%	2.0%
Transfers In and Other Sources	4,132	4,398	3,433	5,184	3,590	7,738	3,558	3,523	3,614	3,780
Transfers Out and Other Uses	416	397	401	312	667	2,830	1,205	1,229	1,254	1,279
Net Transfers	3,716	4,001	3,032	4,872	2,923	4,908	2,353	2,293	2,360	2,501
Bond Proceeds and Other One-Time Uses	-	-	-	-	-	-	-	-	-	-
Net Operating Surplus(+)/Deficit(-) After Transfers	5,538	7,350	1,852	3,771	4,194	7,078	6,160	1,738	2,653	6,727
Net Operating Surplus(+)/Deficit(-) (% of Expend. and Transfers Out)	4.9%	6.1%	1.5%	2.9%	3.2%	5.1%	4.2%	1.2%	1.8%	4.4%
Unrestricted/Unreserved Fund Balance (General Fund)	16,293	23,647	25,047	28,663	32,706	39,873	44,779	46,518	49,171	55,898
Other Available Funds (GF + Non-GF)	-	-	-	-	-	-	-	-	-	-
Combined Available Funds Balance (GF + Other Available Funds)	16,293	23,647	25,047	28,663	32,706	39,873	44,779	46,518	49,171	55,898
Combined Available Fund Bal. (% of Expend. and Transfers Out)	14.5%	19.8%	20.0%	21.9%	25.1%	29.0%	30.8%	31.4%	32.5%	36.2%
Reserve Safety Margins	Inherent Budget Flexibility									
	Minimal	Limited	Midrange	High	Superior					
Reserve Safety Margin (aaa)	16.0%	8.0%	5.0%	3.0%	2.0%					
Reserve Safety Margin (aa)	12.0%	6.0%	4.0%	2.5%	2.0%					
Reserve Safety Margin (a)	8.0%	4.0%	2.5%	2.0%	2.0%					
Reserve Safety Margin (bbb)	3.0%	2.0%	2.0%	2.0%	2.0%					

Notes: Scenario analysis represents an unaddressed stress on issuer finances. Fitch's downturn scenario assumes a -1.0% GDP decline in the first year, followed by 0.5% and 2.0% GDP growth in Years 2 and 3, respectively. Expenditures are assumed to grow at a 2.0% rate of inflation. Inherent budget flexibility is the analyst's assessment of the issuer's ability to deal with fiscal stress through tax and spending policy choices, and determines the multiples used to calculate the reserve safety margin. For further details, please see Fitch's US Tax-Supported Rating Criteria.

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Summary:

Natick Town, Massachusetts; General Obligation

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Rationale

Outlook

Related Research

Summary:

Natick Town, Massachusetts; General Obligation

Credit Profile

US\$92.32 mil GO mun purp loan bnds ser 2018 due 09/01/2038

<i>Long Term Rating</i>	AAA/Stable	New
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Town of Natick GO

<i>Long Term Rating</i>	AAA/Stable	Affirmed
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Town of Natick GO mun purp ln of bnds

<i>Long Term Rating</i>	AAA/Stable	Affirmed
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Rationale

S&P Global Ratings assigned its 'AAA' rating and stable outlook to Natick, Mass.' series 2018 general obligation (GO) municipal-purpose loan bonds and affirmed its 'AAA' rating, with a stable outlook, on the town's existing GO debt.

We rate Natick higher than the sovereign because we believe the town can maintain better credit characteristics than the nation in a stress scenario due to its predominantly locally derived revenue base and our view that pledged revenue supporting bond debt service is at limited risk of negative sovereign intervention. In 2017, local property taxes generated 73% of general fund revenue, demonstrating a lack of dependence on central government revenue. (For further information, please see our criteria, titled "Ratings Above The Sovereign: Corporate And Government Ratings—Methodology And Assumptions," published Nov. 19, 2013, on RatingsDirect.)

Officials intend to use series 2018 bond proceeds, totaling approximately \$92 million, to finance existing bond anticipation notes of \$7.4 million permanently and fund various projects townwide.

The town's full-faith-and-credit pledge, subject to Proposition 2 1/2 limitations, secures the GO debt. Despite commonwealth levy-limit laws, we did not make a rating distinction between Natick's limited-tax-GO pledge and general creditworthiness because our analysis of its financial and economic conditions already includes the tax limitation imposed on its revenue-raising ability.

The rating reflects our opinion of Natick's extremely strong property tax base that continues to grow within the Boston metropolitan statistical area (MSA), supporting continued positive budgetary performance that has led to improved reserves. The town has a manageable debt profile, in our view, with no significant debt plans. We think Natick's long-term liabilities will likely remain a credit risk due to low funding ratios for its pension plan and other postemployment benefits (OPEB).

Additional rating factors include our opinion of Natick's:

- Very strong economy, with access to a broad and diverse MSA;
- Very strong management, with strong financial policies and practices under our Financial Management Assessment

(FMA) methodology;

- Strong budgetary performance, with an operating surplus in the general fund and breakeven operating results at the total governmental-fund level in fiscal 2017;
- Very strong budgetary flexibility, with available fund balance in fiscal 2017 of 24% of operating expenditures;
- Very strong liquidity, with total government available cash at 30% of total governmental-fund expenditures and 5.1x governmental debt service, and access to external liquidity we consider strong;
- Adequate debt-and-contingent-liability position, with debt service carrying charges at 5.9% of expenditures and net direct debt that is 99.7% of total governmental-fund revenue, as well as low overall net debt at less than 3% of market value, but a large pension and OPEB obligation; and
- Strong institutional framework score.

Very strong economy

We consider Natick's economy very strong. The town, with an estimated population of 36,402, is in Middlesex County in the Boston-Cambridge-Newton MSA, which we consider broad and diverse. The town has a projected per capita effective buying income of 178% of the national level and per capita market value of \$226,059. Overall, market value has grown by 6.8% during the past year to \$8.2 billion in fiscal 2018. The county unemployment rate was 3% in 2017.

The primarily residential Natick is approximately 18 miles from Boston in the Greater Boston area. The town's established local economy has experienced steady growth over the years. The tax base is 77.6% residential and 20% commercial and industrial. Assessed value (AV) is \$8.2 billion in fiscal 2018, and officials are projecting AV will continue to grow. Mathworks, which operates MATLAB, is the town's leading employer and a software developer that has recently expanded its Lakeside campus; the company expects to add an estimated 700-1,000 jobs over time. Natick commits to targeted and sustainable economic development to ensure the future of its strong commercial and industrial tax base.

Very strong management

We view the town's management as very strong, with strong financial policies and practices under our FMA methodology, indicating financial practices are strong, well embedded, and likely sustainable.

Highlights include management's:

- Conservative budgeting,
- Strong budgetary monitoring, and
- Long-term financial and capital plans.

Management submits quarterly reports on budget-to-actual results to the board of selectmen with adjustments made when needed. The town performs a five-year forecast for all long-term financial needs. Management maintains a five-year capital improvement plan that it updates semiannually and that identifies funding sources for each project. The town has adopted commonwealth guidelines for its investment policy. Management provides the board with quarterly treasurer's reports on holdings through an annual audit.

Natick maintains its own formal debt and reserve policies under its financial-management principles. The reserve policy calls for maintaining a minimum general-stabilization-fund balance at 2% of revenue with a target of 5%.

Strong budgetary performance

Natick's budgetary performance is strong, in our opinion. The town had surplus operating results in the general fund of 4.6% of expenditures and balanced results across all governmental funds of 0.2% of expenditures in fiscal 2017. General fund operating results have been stable during the past three fiscal years, with 3.2% of expenditures in fiscal 2016 and 3% in fiscal 2015.

We adjusted fiscal 2017 audited general fund and total governmental-funds operating results for recurring and one-time transfers and bond proceed usage. In fiscal 2017, revenue exceeded budgeted expectations for new taxable growth, coupled with motor-vehicle-excise-tax and building permit revenue.

Management is projecting a surplus at fiscal year-end 2018 in-line with previous years due to increased revenue and strong collections. The adopted fiscal 2019 budget totals \$161.3 million, a 4.6% increase over fiscal 2018. We expect budgetary performance will likely remain strong due to historical performance and consistently conservative budgeting.

Very strong budgetary flexibility

Natick's budgetary flexibility is very strong, in our view, with available fund balance in fiscal 2017 of 24% of operating expenditures, or \$34.2 million.

Available funds include assigned, unassigned fund balances and a variety of stabilization funds within and outside the general fund that management could make available for general operations. The town expects to maintain, if not grow, available reserves and refrain from using stabilization funds. With conservative financial practices and practical reserve maintenance, we think budgetary flexibility will likely remain very strong.

Very strong liquidity

In our opinion, Natick's liquidity is very strong, with total government available cash at 30% of total governmental-fund expenditures and 5.1x governmental debt service in fiscal 2017. In our view, the town has strong access to external liquidity if necessary.

Natick regularly accesses the bond market by frequently issuing debt, demonstrating its strong access to external liquidity. We also believe Natick's liquidity profile is conservative with no high exposure to refinancing risk, debt, or other potential obligations that could pose liquidity risk. Therefore, we expect liquidity will likely remain very strong during the next two fiscal years.

Adequate debt-and-contingent-liability profile

In our view, Natick's debt-and-contingent-liability profile is adequate. Total governmental-fund debt service is 5.9% of total governmental-fund expenditures, and net direct debt is 99.7% of total governmental-fund revenue. Overall net debt is low at 2.1% of market value, which is, in our view, a positive credit factor.

Subsequent to this issue, Natick will have \$174 million of direct debt outstanding. Within the next two years to three years, officials currently plan to issue between \$4 million and \$5 million of additional debt for projects; while we have

incorporated this into our view of the debt profile, we do not expect it to have a material effect on overall debt.

In our opinion, Natick's large pension and OPEB obligation is a credit weakness. Natick's combined required pension and actual OPEB contribution totaled 8.1% of total governmental-fund expenditures in fiscal 2017: 5.1% for required contributions to pension obligations and 3% for OPEB payments. The town made its full annual required pension contribution in fiscal 2017. The largest pension plan's funded ratio is 59.6%.

Natick contributes to Natick Contributory Retirement System, a cost-sharing, multiemployer, defined-benefit pension plan. Using updated reporting standards in accordance with Governmental Accounting Standards Board Statement Nos. 67 and 68, the town's proportionate share of the net pension liability was about \$86.5 million with 59.6% funding in fiscal 2017 based on an assumed rate of return of 7.375%. Due to the low funded ratio, we think contributions will likely continue to increase during the next few fiscal years.

Natick also provides OPEB to retirees. At July 1, 2016, the most recent actuarial valuation, management reported a \$168 million OPEB liability. Natick has traditionally funded OPEB through pay-as-you-go financing. It paid \$4.9 million, or 3% of expenditures, which was 36% of the annual required contribution, in fiscal 2017. The town established an OPEB trust fund in fiscal 2011 to finance this liability. As of fiscal 2017, the trust fund balance was \$3.26 million. Officials have appropriated \$441,723 for the trust fund in fiscal 2019.

Strong institutional framework

The institutional framework score for Massachusetts municipalities is strong.

Outlook

The stable outlook reflects S&P Global Ratings' opinion Natick will likely maintain very strong reserves, supported by strong management practices. We believe Natick's participation in the broad and diverse Boston MSA lends additional rating stability. Therefore, we do not expect to change the rating within the outlook's two-year period.

However, we note rising pension costs related to weak funding of the pension plan could pressure the debt-and-contingent-liability profile. For now, however, budgetary performance and flexibility remain unaffected by those long-term liabilities due largely to very strong management and budgetary flexibility. If management were to draw down reserves to maintain balanced operations due to this pressure, we could lower the rating.

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Incorporating GASB 67 And 68: Evaluating Pension/OPEB Obligations Under Standard & Poor's U.S. Local Government GO Criteria, Sept. 2, 2015
- 2018 Update Of Institutional Framework For U.S. Local Governments

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors,

have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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ITEM TITLE: Community Aggregation Program Savings
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Email & Spreadsheet-J. Wilson Martin	11/21/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Good News on Natick Aggregation

1 message

Jillian Wilson-Martin <jwmartin@natickma.org>

Wed, Nov 21, 2018 at 1:47 PM

To: Melissa Malone <mmalone@natickma.org>, "Bill Chenard," <chenard@natickma.org>, John Townsend <jtownsend@natickma.org>

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

Hi Melissa, Bill and John,

I wanted to send out some good news regarding Natick's electricity aggregation (which impacts the community's electric bills, not the Town's). I confirmed with our consultants today that Eversource's residential Basic Service rate will increase from \$0.11397 to \$0.13704/kilowatt-hour starting January 1. The new rate will be in effect through June 30, 2019.

This is a substantial win for our aggregation, which has a fixed, default rate of \$.1143. In short, the average Natick resident will save about \$90 a year.

Attached is a spreadsheet with the backup detail, which demonstrates the cumulative savings for the average Natick family by month for each plan we offer.

Please feel free to share with the Board of Selectmen as you see fit. In the past, we have presented this information to the Board during public meeting as a means of updating residents. Knowing the Board's schedule, I'm sure an announcement would suffice, vs. making it a standalone agenda item. I will also be hosting an informational session about it on January 9 at 1pm at the Community Senior Center.

Thanks and Happy Thanksgiving!
- Jillian

Jillian Wilson-Martin
Sustainability Coordinator
Town of Natick
75 West Street
Natick, MA 01760

508-647-6555



Natick Aggregation Analysis 11.21.18.xlsx

13K

[illegible]

ITEM TITLE: Pearl Harbor Day Event

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Announcement	11/19/2018	Cover Memo

Pearl Harbor Day

Event Details

*2 p.m.

*Friday, December 7, 2018

*Location Morse Library

Natick is 1 of the few communities that observes Pearl Harbor day on the 7th. This year the 7th fall on a Friday. This office, Natick Veterans Council, Morse Library will be working together. There will be guest speakers from government and a key note speaker. All residents are welcome and encouraged to attend. The event will begin at 2 PM. Light refreshments will be served.

ITEM TITLE: Washington Ave Reconstruction

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Announcement	11/19/2018	Cover Memo

Neighborhood Meeting Notice – 12/03/18 Washington Avenue Reconstruction

The Town of Natick invites you to a neighborhood meeting on Monday December 3, 2018 at 7:00 PM at the Edward H. Dlott Meeting Room, Second Floor, Town Hall, 13 East Central Street.

The meeting will include a discussion of the planned reconstruction of Washington Avenue from West Central Street to Lake Street led by Town staff and the project engineering team.

The public is encouraged to ask or submit questions and offer comments that will help inform the design of the project. If you cannot attend, please contact us at engineering@natickma.org or by phone at 508-647-6550.

ITEM TITLE: Snow Plow Contractors Needed

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Announcement	11/19/2018	Cover Memo

Snow Plowing Contractors

The Department of Public Works is seeking independent contractors for the Town's winter snow and ice operations for the upcoming 2018-2019 winter season. If any contractors are interested in assisting with snow plowing for the Town, applications and contract documents are available at the Department of Public Works at 75 West Street. The Town offers competitive rates and a guaranteed minimum call up of four hours. Inquiries and interest may be directed to Tom Hladick, Highway & Sanitation Division Supervisor at 508-647-6562.

ITEM TITLE: Notice RE: Door Hangers - NOT FROM TOWN OF NATICK
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Announcement	11/20/2018	Cover Memo

**DOOR HANGERS ARE NOT FROM TOWN OF NATICK OR
THE MASSACHUSETTS WATER RESOURCE AUTHORITY**

The Town has received notice from the Massachusetts Water Resource Authority that many customers in their service area have had a door hanger with a small vial left at their door with a request for it to be filled with water to be tested. The MWRA has heard multiple reports from communities where residents have received these door hangers from a company named Aqualite US.

This request and door hangers are NOT from the Town of Natick or the MWRA. The door hangers are from a firm selling home water treatment devices.

If you are interested in information about your drinking water, please contact the Natick Water Division at **508-647-6557**. The Town's Annual Water Quality Reports may also be found on the town's website at: www.natickma.gov/328/Water-Quality-Reports

ITEM TITLE: Acquisition of 22 Pleasant Street - Status Update

ITEM SUMMARY:

ITEM TITLE: Capital Overview

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
FY 2020 Capital Projects	11/26/2018	Cover Memo
Capital Questions	11/26/2018	Cover Memo
Capital Projects Removed	11/26/2018	Cover Memo

Fiscal Year 2020 Proposed Capital Projects

11/23/2018

recid	Department	projTitle	\$2,020	PROPOSED FUNDING	2021	2022	2023	2024
841	DPW - Engineering	CONSTRUCTION - ROADWAY IMPROVEMENTS SOUTH MAIN ST.	\$3,500,000	Tax Levy Borrowing	\$0.00	\$0.00	\$0.00	\$0.00
189	DPW - Engineering	NORTH AVE AREA DRAINAGE IMPROVEMENTS	\$1,800,000	Tax Levy Borrowing	\$0.00	\$0.00	\$0.00	\$0.00
302	Water Sewer	WATER MAIN RELINING / REPLACEMENT	\$1,500,000	W/S Borrowing	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00
104	DPW - Engineering	CH90 ROAD IMPROVEMENTS	\$986,979	Ch 90	\$986,979.00	\$986,979.00	\$986,979.00	\$986,979.00
560	Water Sewer	REPLACE VEHICLE 619 (W-30) VACTOR TRUCK	\$600,000	W/S Borrowing	\$0.00	\$0.00	\$0.00	\$0.00
816	Facilities	LIBRARY - REPLACE THE ROOF	\$500,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
182	DPW - Engineering	ROADWAY & SIDEWALKS SUPPLEMENT	\$500,000	Tax Levy Borrowing	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
896	Water Sewer	HIGH LIFT, H&T BUILDING MODIFICATIONS SPRINGVALE	\$400,000	Env Bond Bill	\$0.00	\$0.00	\$0.00	\$0.00
898	Water Sewer	SPRINGVALE WTR AIR STRIPPER MEDIA REPLACEMENT	\$380,000	Env Bond Bill	\$0.00	\$270,000.00	\$0.00	\$0.00
673	DPW - Highway, Sanitation, and Recycling	REPLACE VEHICLE 511 (S-101) RECYCLING TRUCK	\$325,000	Tax Levy Borrowing	\$0.00	\$0.00	\$0.00	\$0.00
937	Water Sewer	SPRINGVALE/ELM BANK WTF CHEM FEED UPGRADES	\$310,000	W/S Borrowing	\$0.00	\$0.00	\$0.00	\$0.00
194	Police	CRUISER REPLACEMENT	\$255,000	Capital Stabilization	\$260,000.00	\$265,000.00	\$270,000.00	\$275,000.00
626	DPW - Highway, Sanitation, and Recycling	REPLACE VEHICLE 411 (H-46) TRUCK/SANDER	\$250,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
533	DPW - Highway, Sanitation, and Recycling	REPLACE H-67 BOMBARDIER	\$220,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
804	NPS - IT	NHS IT UPGRADES - REPLACE SWITCHES	\$200,000	Capital Stabilization	\$200,000.00	\$100,000.00	\$0.00	\$0.00
496	DPW - Land Facilities and Natural Resources	PARK AND FIELD RENOVATIONS	\$175,000	Capital Stabilization	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00
608	Facilities	MORSE LIBRARY - REPLACE CARPETING	\$150,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
226	Water Sewer	SEWER COLLECTION SYSTEM REPAIRS & MAINT	\$150,000	I & I Stabilization Fund	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
612	Water Sewer	WATER DISTRIBUTION SYSTEM ENHANCEMENTS	\$150,000	W/S Retained Earnings	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
855	DPW - Highway, Sanitation, and Recycling	REPLACE VEHICLE 402 (H-40) DUMP TRUCK	\$135,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
802	Facilities	WILSON - REPLACE LIBRARY CARPET, FURNITURE, PAINT	\$125,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
951	IT	PAYROLL AND TIME MANAGEMENT AUTOMATION UPGRADES	\$100,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
860	Sustainability	ENERGY EFFICIENCY	\$100,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
924	Golf Course	SASSAMON TRACE IRRIGATION WELL	\$100,000	GC Borrowing	\$0.00	\$0.00	\$0.00	\$0.00
913	Facilities	TOWN HALL MAIN ENTRANCE REPAIRS	\$85,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
846	Water Sewer	SCADA EQUIPMENT UPGRADE	\$80,000	W/S Retained Earnings	\$80,000.00	\$80,000.00	\$0.00	\$0.00
800	Facilities	MEMORIAL - PAINT CLASSROOM WALLS	\$75,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
859	Town Clerk	NEW VOTING MACHINES	\$75,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
795	Facilities	JOHNSON - RETILE CLASSROOM	\$70,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
854	DPW - Equipment Maintenance	REPLACE VEHICLE 303 (M-3) 2008 EMD PICKUP TRUCK	\$65,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
677	DPW - Land Facilities and Natural Resources	REPLACE LF-2 PICKUP	\$65,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
763	Facilities	BEN-HEM - ADD AC 1ST AND 2ND FLOOR CLASSROOMS	\$60,000	Capital Stabilization	\$600,000.00	\$0.00	\$0.00	\$0.00
822	Facilities	PUBLIC SAFETY BUILDING - REPLACE ROOF	\$60,000	Capital Stabilization	\$600,000.00	\$0.00	\$0.00	\$0.00
804	Golf Course	GRINDER	\$50,000	GC Retained Earnings	\$0.00	\$0.00	\$0.00	\$0.00
668	DPW - Engineering	REPLACE VEHICLE 3 (E-2) ENGINEERING SURVEY VEHICLE	\$46,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
881	Facilities	TOWN HALL - REPLACE ROOF	\$45,000	Capital Stabilization	\$450,000.00	\$0.00	\$0.00	\$0.00
914	Water Sewer	REPLACE VEHICLE 631	\$45,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
906	Community and Economic Development	RAINGARDEN 157 NORTH MAIN STREET - MURPHY FIELD	\$44,700	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
790	Facilities	BEN HEM - PAINT SECOND FLOOR CLASSROOM WALLS	\$40,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
798	Facilities	LIJIA - REPLACE HALLWAY WALLS WITH DRYWALL	\$40,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
801	Facilities	MEMORIAL - REPLACE OFFICE CARPET AND CLASSROOM VCT	\$40,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
799	Facilities	MEMORIAL - REPLACE BATHROOM PARTITIONS	\$40,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
752	Facilities	JOHNSON SCHOOL - RETILE SECOND FLOOR HALLWAY	\$40,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
748	Facilities	LIJIA SCHOOL - SECURITY CAMERAS/ DOOR CONTROLS	\$40,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
721	Community Services Recreation	MARY BUNKER PARK SUPPORT BUILDING	\$40,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
887	DPW - Land Facilities and Natural Resources	MOWER WITH ATTACHMENTS	\$40,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
953	IT	SECURITY ASSESSMENT	\$40,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
907	Community and Economic Development	BIORETENTION AREA 157 NORTH MAIN - MURPHY FIELD	\$35,400	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
812	Facilities	90 OAK - REPLACE ALL EXTERIOR WINDOWS AND DOORS	\$35,000	Capital Stabilization	\$350,000.00	\$0.00	\$0.00	\$0.00
536	DPW - Land Facilities and Natural Resources	TREE REPLACEMENT	\$30,000	Capital Stabilization	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
670	DPW - Equipment Maintenance	UPGRADE GARAGE EQUIPMENT	\$30,000	Capital Stabilization	\$30,000.00	\$0.00	\$0.00	\$0.00
789	Facilities	BEN-HEM REPLACE ADMIN OFFICE CARPET	\$30,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
823	Facilities	PUBLIC SAFETY BUILDING - REPLACE WINDOWS GLAZING	\$30,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
905	Community and Economic Development	NATICK FIRE DEPARTMENT TREE FILTERS	\$25,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
825	Facilities	FIRE STATION 1 - REPLACE ROOF DECK	\$25,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
760	Facilities	BEN-HEM EXTERIOR MASONRY REPAIR	\$20,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
152	DPW - Highway, Sanitation, and Recycling	REPLACE DUMPSTERS	\$17,500	Capital Stabilization	\$19,000.00	\$20,500.00	\$22,000.00	\$23,500.00
952	IT	TOWN HALL PROJECTOR REPLACEMENT	\$16,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
647	Community Services Recreation	PLAYGROUND SAFETY UPDATES	\$15,000	Capital Stabilization	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00

840	Facilities	POLICE STATION - ADD ADDITIONAL HEAT TO THE GARAGE	\$15,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
819	Facilities	LIBRARY - REPLACE EXTERIOR DOORS	\$15,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
635	Golf Course	TOPDRESSER	\$15,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
956	Facilities	LILJA AC IN GYM	\$15,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
89	DPW - Highway, Sanitation, and Recycling	GUARDRAIL (VARIOUS LOCATIONS)	\$12,000	Capital Stabilization	\$14,000.00	\$16,000.00	\$18,000.00	\$20,000.00
590	DPW - Land Facilities and Natural Resources	TREE INVENTORY	\$10,000	Capital Stabilization	\$10,000.00	\$10,000.00	\$0.00	\$0.00
955	Community Services Recreation	COMMUNITY GARDEN PLOT REPAIR-JJ LANE	\$10,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
826	Facilities	POLICE DEPT. - ADD DOOR TO CONFERENCE ROOM	\$10,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
957	Facilities	BEN HEM AC MUSIC ROOM & Cafeteria	\$10,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
758	Facilities	NHS PRESCHOOL - INSTALL CLASSROOM CONNECTING DOOR	\$8,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
921	Golf Course	LIGHT WEIGHT VEHICLE	\$8,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
936	Golf Course	4 FAIRWAY RECONSTRUCTION	\$6,500	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
862	Police	REPLACE LAPTOP COMPUTERS	\$6,200	Capital Stabilization	\$6,200.00	\$6,200.00	\$6,200.00	\$6,200.00
636	Golf Course	BUNKER RENOVATION	\$6,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
922	Golf Course	SOD CUTTER	\$5,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
959	Town Administration	CAPITAL MAINTENANCE	\$100,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00
959	Town Administration	CAPITAL EMERGENCIES	\$75,000	Capital Stabilization	\$0.00	\$0.00	\$0.00	\$0.00

Capital Stabilization	\$3,941,300.00
Tax Levy Borrowing	\$5,925,000.00
W/S Retained Earnings	\$230,000.00
W/S Borrowing	\$2,410,000.00
I & I Stabilization Fund	\$150,000.00
GC Retained Earnings	\$50,000.00
GC Borrowing	\$100,000.00
Env Bond Bill	\$780,000.00
Chapt. 90	\$986,979.00
Total FY 2020	\$14,573,279.00

[REDACTED]

Amy Mistrot <amistrot@natickma.org>

Sun, Nov 25, 2018 at 9:08 PM

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

Cc: Melissa Malone <mmalone@natickma.org>, Jonathan Freedman <jfreedman@natickma.org>

Hi Trish,

Please add Jon's questions to the Novus materials. Good questions that will be answered from within the presentation that provide solid transparency.

Thanks,

Amy

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

From: **Jonathan Freedman** <jfreedman@natickma.org>

Date: Sun, Nov 25, 2018 at 12:42 PM

Subject: Re: capital projects fy 20

To: Melissa Malone <mmalone@natickma.org>

Cc: Amy Mistrot <amistrot@natickma.org>

1. What is the purpose and objective of the capital discussion on Monday? Is this a preliminary look and discussion that will inform the final version?
2. Your email indicates that the proposed level of spending (as depicted by the draft) is higher than estimated. What is the proposed level of spending that you have targeted, and why?
3. To help manage the capital list, has any consideration been given to categorizing the projects by size and including a certain number or amount of projects from each category?
4. Similar question -- has any consideration been given to assigning each proposed project to a priority level or category, i.e., public safety, infrastructure, data security, regulatory/compliance, etc.?
5. Can we have a more complete description of each project? For example, what is included in the "Mary Bunker Park Support Building" project? Is this to construct a building, to repair an existing building, to add equipment to an existing building, etc.? What is the building used for? If we already have this information, please let me know. On some of the replacement items, what is the age of the referenced item, what is the likelihood of imminent failure, what is the impact of item failure, etc.?
6. I think it would also be useful information to know how long each item has been on the capital list.
7. If there are new items that have been added to the list that are being proposed for immediate action, I would like to understand why they were not previously incorporated into the list and why they are being considered for immediate action.
8. Is there some way to indicate if any projects can or should be linked to each other (or delinked, for that matter)? For example, there are three items to replace the roofs of the library, public safety, and town hall; are there any benefits to doing all three at once time? Or can the three be scheduled for different years without any incremental costs?
9. For that matter, why is the library roof roughly 10x the cost of the town hall and public safety building roofs?
10. Can you indicate which of these are part of a multi-year program, and, of those, what year out of how many years is represented by the proposed project (example: "third year of five year program")?

11. Can you provide any additional information on the "Env Bond Bill" in the Proposed Funding column? What is that and what is the level of certainty as a funding source? What happens to the project if the funding source does not materialize?
12. On the list, can you indicate the 'must haves' vs. 'nice to haves'? Or, to put it another way, which of these must occur for FY 2020, and which have some level of discretion for FY 2020?
13. For the 'Capital Purchase Emergency' category, could you provide some rationale as to why the Reserve Fund would not be an appropriate alternative funding source? The Reserve Fund is intended for emergency expenses such as what you describe.
14. On the IT side, I believe there has previously been discussion such that combining the municipal and NPS IT orgs would not result in any savings. But I think those discussions were more about headcount, and I am wondering if there are any long term potential efficiencies on the purchasing or infrastructure side of things that could result from a more aligned IT strategy.

I am not looking for responses to any of these questions this weekend -- this is in preparation for Monday evening.

Thanks,

Jon

On Fri, Nov 23, 2018 at 4:00 PM Melissa Malone <mmalone@natickma.org> wrote:

[Quoted text hidden]

--

Jonathan Freedman
Member, Natick Board of Selectmen
Vice Chair, Financial Planning Committee
Chair, Audit Advisory Committee
Vice Chair, KMS Building Committee

Please note that the Massachusetts Secretary of State considers e-mail to be a public record, and therefore subject to the Massachusetts Public Records Law (M.G.L. c. 66 § 10).

Capital Projects Removed

dept	projTitle	Cost
Community Services Recreation	South Natick Multipurpose Court Renovation	\$500,000.00
Bacon Free Library	Bacon Free Library Window Upgrade	\$150,000.00
Community Services Recreation	Memorial School Court Repairs	\$200,000.00
Community Services Recreation	South Natick Dam Park Circulation Improvements	\$175,000.00
Facilities	NCOF barn ridge and landing	\$22,000.00
Facilities	Farmhouse repairs -improvements	\$5,000.00
Facilities	NHS - Rebuild Memorial Field House	\$9,000,000.00
Facilities	Lilja Boiler Replacement	\$30,000.00
Facilities	Wilson Greenhouse for Courtyard	\$10,000.00
Community Services Recreation	Murphy Field Park Updates	\$600,000.00
DPW - Highway, Sanitation, and Recycling	Gravel Pit Master Plan	\$125,000.00
Community Services Recreation	Community Center Park Updates	\$80,000.00
Community Services Recreation	Henry Wilson Park Improvements	\$550,000.00
Natick Public Schools	NHS IT Upgrades - Network Storage	\$150,000.00
Natick Public Schools	High School - Parking Lot Cameras	\$150,000.00
Natick Public Schools	NHS IT Upgrades - Firewall	\$100,000.00
Natick Public Schools	Brown - Install Security Cameras	\$40,000.00
Water Sewer	Sewer Pump Station Replacement	\$380,000
Water Sewer	Springvale Wtf Generator Storage Garage	\$350,000
DPW - Highway, Sanitation, and Recycling	Tractor Trailer	\$225,000
Facilities	Brown - Convert Lobby To The Main Office	\$150,000
Community Services Recreation	Community Center Park Updates	\$80,000
Community Services Recreation	Cole Center	8000000
Communtiy and Economic Development	Natick Fire Department Tree Filters	\$25,000
Communtiy and Economic Development	Raingarden 157 North Main Street - Murphy Field	\$44,700
Communtiy and Economic Development	Bioretention Area 157 North Main - Murphy Field	\$35,400

ITEM TITLE: Revise Composition of Economic Development Committee

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Legal Opinion-K. North	11/19/2018	Cover Memo
Natick Center Associates Request-A. Fair	9/27/2018	Cover Memo
Memo-J. Errickson	9/27/2018	Cover Memo
Email-S. Laughlin	10/1/2018	Cover Memo
Committee Charge	9/26/2018	Cover Memo
Roster	11/26/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Fwd: residency question economic development committee

4 messages

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

Tue, Nov 6, 2018 at 11:54 AM

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

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

From: **Karis North** <knorth@mhtl.com>
Date: Thu, Sep 6, 2018 at 3:26 PM
Subject: RE: residency question economic development committee
To: Melissa Malone <mmalone@natickma.org>, Jamie Errikson <jerrickson@natickma.org>
Cc: Donna Donovan <ddonovan@natickma.org>

Melissa – I have found nothing in the Natick bylaws or the Natick Charter which requires appointed committee members to be Natick residents. The application to volunteer also does not include any notice of a requirement that applicants must be Natick residents. I also searched the town website for Natick policies on this issue and found nothing applicable.

I don't know where the language on the website came from, but I cannot confirm its accuracy at this time. It also specifies "citizen" "resident" and "registered voter" as different entities, and doesn't specify how any of those terms are used.

With respect to the Economic Development Committee specifically, I would need to look at the meeting minutes from the date that committee was established, in order to determine if the BOS included a specific requirement that members be Natick residents when the Committee was created. Such a requirement is not specified on the EDC page on the Natick website. I contrast this with the Community Development Advisory Committee page on the Natick website, which lists the composition of the committee, and notes "citizen." Again, to determine the origin of this language I would have to go back to the meeting minutes from when that committee was created, as well.

Thanks,

KLN

From: Melissa Malone [mailto:mmalone@natickma.org]
Sent: Thursday, September 06, 2018 2:13 PM
To: Jamie Errikson

Cc: Donna Donovan; Karis North

Subject: residency question economic development committee

hello - by way of follow up from the last BOS meeting, i asked karis to confirm whether appointed committee members MUST be natick residents.

the BOS recently appointed an individual, who is resident of a neighboring community to the economic development committee. the appointment is conditioned on whether this is allowed by charter and by-law. the individual is actively involved in business ventures in natick.

" Members of boards and committees are community residents and registered voters who volunteer their time and are appointed by either the Board of Selectmen or the Town Administrator." this statement is on our web site and may need to be modified."

<https://www.natickma.gov/409/Boards-Committees-Elected-Officials>



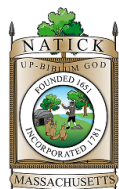
Melissa A. Malone

Town Administrator

13 East Central Street

Natick, MA 01760

508-647-6410



Donna Donovan <ddonovan@natickma.org>

Tue, Nov 6, 2018 at 12:01 PM

To: Karis North <knorth@mhtl.com>, Patricia O'Neil <poneil@natickma.org>

Cc: Melissa Malone <mmalone@natickma.org>, Jamie Errikson <jerrickson@natickma.org>

Hi Karis,

Were you able to review the minutes and determine if residency is required.

Thanks.

Donna

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

On Thu, Sep 6, 2018 at 4:01 PM, Donna Donovan <ddonovan@natickma.org> wrote:
Hi Karis,

Attached are the minutes pertaining to the discussion of the EDC. Please refer to the following pages:

1/12/09 - pg. 13
1/26/09 - pg 19-20
4/21/09 - pg 2
5/18/09 - pg 2
6/1/09 - pg 13

Thank you.

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

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Thanks,

KLN

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Sent: Thursday, September 06, 2018 2:13 PM

To: Jamie Errikson
Cc: Donna Donovan; Karis North
Subject: residency question economic development committee

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" Members of boards and committees are community residents and registered voters who volunteer their time and are appointed by either the Board of Selectmen or the Town Administrator." this statement is on our web site and may need to be modified."

<https://www.natickma.gov/409/Boards-Committees-Elected-Officials>



Melissa A. Malone
Town Administrator
13 East Central Street
Natick, MA 01760
508-647-6410



Patricia O'Neil <poneil@natickma.org> Tue, Nov 6, 2018 at 12:02 PM
To: Donna Donovan <ddonovan@natickma.org>
Cc: Karis North <knorth@mhtl.com>, Melissa Malone <mmalone@natickma.org>, Jamie Errikson <jerrickson@natickma.org>

And if it is okay to appoint a representative of an entity, i.e., a representative of Natick Center Associates?

[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

Karis North <knorth@mhtl.com>

Mon, Nov 19, 2018 at 3:31 PM

To: Patricia O'Neil <poneil@natickma.org>, Donna Donovan <ddonovan@natickma.org>

Cc: Melissa Malone <mmalone@natickma.org>, Jamie Errickson <jerrickson@natickma.org>

The way the BOS set up the committee – based on the meeting minutes – is as follows:

Community Development Director

Town Administrator

2 members of the business community (or members of the local business community)

3 citizens-at-large

1 member of the Board of Selectmen.

In my opinion, “members of the business community” is broad enough to encompass an individual or an entity, and there is no residency requirement for those two slots. There was specific discussion as to whether the positions on the committee were for “members of the local business community” or “members of the business community,” and what local actually meant. The motion to advertise the vacancy for the new committee specifically chose to solicit interest from “members of the business community” with the word local removed.

In contrast, “citizen-at-large” presumably means a citizen of the Town of Natick, i.e., a resident.

Please let me know if you have any further questions.

Thanks,

KLN

Karis L. North

Murphy, Hesse, Toomey & Lehane, LLP

300 Crown Colony Drive

Quincy, MA 02169

Tel.: 617.479.5000

Direct Dial: 617.691.1948

Fax: 617.479.6469

knorth@mhtl.com

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Please consider the environment before printing this e-mail.

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

Sent: Tuesday, November 06, 2018 12:03 PM

To: Donna Donovan

Cc: Karis North; Melissa Malone; Jamie Errikson

Subject: Re: residency question economic development committee

[Quoted text hidden]



Natick Center Cultural District
20 Main St. Suite 208
Natick, MA 01760
508.650.8848
www.natickcenter.org

September 25, 2018

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

RE: EDC Designee from Natick Center Associates

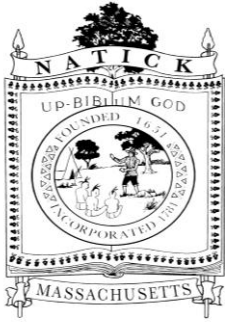
Dear Natick Board of Selectmen,

Natick Center Associates is interested in recommending a designee to serve on the Economic Development Committee to represent the interest of downtown stakeholders. Service on the committee would strengthen the partnership between NCA and the town and heighten the coordination between the Board of Selectmen and the downtown merchants and property owners.

We appreciate your time in this matter.

Sincerely,

Arthur B. Fair, III, President
Natick Center Associates
20 Main St., Suite 208
Natick, MA 01760



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

To: Amy Mistrot, Chair, Board of Selectmen (BOS)

From: Jamie Errickson, Director

CC: Sue Salamof, BOS

Date: September 27, 2018

RE: Membership of Economic Development Committee

Through BOS Member Salamof, I've been asked to provide recommendations related to a series of questions regarding membership of the Natick Economic Development Committee (EDC).

Number of members/composition:

As an advisory committee to and created by the BOS, the BOS has full autonomy to determine the size and composition of the EDC. The current committee is comprised of 9 members with a diverse background and set of skills (including business owners, property owners, and experts in the field of real estate development). As with any committee, there is no "right" number of members (except as prescribed by regulation or bylaw).

When determining a committee size and composition, the subject matter of the committee should be considered, including which key stakeholder groups and expertise is needed. As general practice, committees with fewer members tend to be more productive because such committees are better equipped to obtain a quorum, work through debate/discussion in a timely fashion, and build consensus. In the case of the EDC, the committee could benefit from a few more members, including representatives from the Natick Center Associates. However, I caution against making the Committee too large, since it may become more challenging for the committee be effective.

Residency:

Most (but not all) current members of the EDC are residents of the Town of Natick. Having worked with the EDC for several years now, I view this as an asset to the EDC since it brings to the discussion perspectives and approaches the EDC may not have considered otherwise.

Overall, the EDC is a valuable committee for the Town and the BOS to continue to support. Adjusting the composition and mission of the committee from time to time will ensure the EDC can respond to the needs of the Natick community and provide the BOS with valuable guidance.

As discussed in July, it would be productive to revisit the charge, mission, structure and goals of the Economic Development Committee, particularly with a completed "Targeted Economic Development Study & Action Plan". That process might take some time, but I can offer three immediate recommendations which speak to the considerations mentioned below in Sue's email.

1) The representation and participation of Natick Center Associates would greatly enhance the Economic Development Committee. We welcome the immediate designation of an NCA committee seat, and to your suggestion below, we will enthusiastically welcome Athena Pandolf as an additional committee member. No doubt Athena's contribution will enhance the Committee.

2) Committee member eligibility is not, and should not be, limited to Natick residents. One of our long-serving members is Wayland resident. The company (a hotelier) is a major employer and municipal tax payer, of both real estate and local option taxes. The intellectual contributions and perspective, as well as the company's generous hospitality have been significant, and have greatly benefited Natick's economic development.

3) We would request some level of administrative support in the form of a secretary/clerk, or modest financial resources to compensate such support. The support would be for recording minutes, collecting economic development data (eg: real estate, employers, workforce), as well as support for events and EDC communications.

The other criteria mentioned (number of persons, categories of representation, associate members) is best decided through thoughtful deliberation after referring back to mission and goals. I look forward to that process.

I hope this feedback is helpful for your discussion. Please let me know if I can provide further information.

Regards,
Scott

617.510.4130



One South Avenue
Natick MA 01760
www.natickcoworking.com
508.203.7880



ECONOMIC DEVELOPMENT COMMITTEE

BOARD DETAILS



OVERVIEW



SIZE 9 Seats



TERM LENGTH 36 Months



TERM LIMIT

The Economic Development Committee (EDC) is an advisory board, created by the Natick Board of Selectmen. The charge of the EDC is to:

1. Attract business development to Natick that will maximize tax revenue and generate employment opportunities;
2. Promote utilization of existing infrastructure and facilities to the fullest extent possible
3. Recognize neighborhood and community issues, concerns, and character
4. Identify and plan for changing trends and opportunities
5. Market Natick for economic development and strategic partnerships.



DETAILS

ENACTING RESOLUTION

**ENACTING RESOLUTION
WEBSITE**



ECONOMIC DEVELOPMENT COMMITTEE

BOARD ROSTER



EDWARD J DOHERTY

1st Term Jul 12, 2016 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Member



DAVID V. V SHAMOIAN

4th Term Jul 01, 2016 - Jul 01, 2019

Appointing Authority Board of Selectmen
Position Member



E. SCOTT LAUGHLIN

4th Term Jul 01, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Chair



JAMIE ERRICKSON

2nd Term Jul 01, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Director of Community Development



WILLIAM ALFANO

2nd Term Jul 01, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member



RICHARD P. JENNETT, JR.

3rd Term Jul 01, 2017 - Jul 01, 2020

Appointing Authority Board of Selectmen
Position Board of Selectmen Representative



DAVID C PRATT

1st Term Aug 20, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member



DOUGLAS LANDRY

3rd Term Jul 02, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member



JOSEPH ATTIA

3rd Term Jul 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member

ITEM TITLE: Approve Meeting Minutes
ITEM SUMMARY: a. 10/25/18
b. 10/29/18

ATTACHMENTS:

Description	Upload Date	Type
10/25/18	11/13/2018	Cover Memo
10/29/18	11/13/2018	Cover Memo

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

NATICK HIGH SCHOOL – ROOM 102

October 25, 2018

6:00 PM

PRESENT: Vice Chair Susan G. Salamoff, Jonathan H. Freedman, Richard P. Jennett, Jr., and Clerk Michael J. Hickey, Jr. (who joined Executive Session at 6:18 p.m.)

ALSO PRESENT: Town Administrator Melissa A. Malone, Town Counsel Karis North, and Finance Committee Chair Patrick Hayes

ABSENT: Chair Amy K. Mistrot

OPEN SESSION:

In Ms. Mistrot's absence, Vice Chair Salamoff called the meeting to order at 6:15 p.m.

CITIZEN'S CONCERNS

None.

ROLL CALL VOTE TO ENTER EXECUTIVE SESSION

Ms. Salamoff asked for a motion to enter into Executive Session for the purpose of considering the purchase, exchange, lease, or value of real property, specifically Mechanic Street and 22 Pleasant Street, as a discussion in an open meeting may have a detrimental effect on the Town's negotiating position. The motion was moved by Mr. Freedman, seconded by Mr. Jennett, voted unanimously 3-0-0, and followed by a roll call vote as follows:

Ms. Salamoff	Yes
Mr. Freedman	Yes
Mr. Jennett	Yes

Ms. Salamoff announced that the Board would come back into Open Session at the conclusion of the Executive Session.

RECONVENE OPEN SESSION

At 7:02 p.m., on a motion by Mr. Freedman that was seconded by Mr. Jennett, the Board voted 4-0-0 to affirm the votes just taken in Executive Session.

ADJOURNMENT

At 7:02 p.m., on a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted 4-0-0 to adjourn.

Michael J. Hickey, Jr., Clerk

Submitted by Jonathan H. Freedman, Board of Selectmen

October 25, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on November 26, 2018

All documents used at this Board of Selectmen meeting are available at:

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=582&MinutesMeetingID=-1&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

October 29, 2018

6:00 PM

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

ALSO PRESENT: Town Administrator Melissa A. Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:03 p.m., noting that a quorum was present, that the meeting had been duly posted, and that Natick Pegasus would be filming the meeting, and requested a motion to enter into Executive Session. In an effort to assist in preserving the Chair's voice after her recent illness, Mr. Freedman read aloud the reasons for entering Executive Session, including Purpose 3-To discuss strategy with respect to litigation where discussion in Open Session could be detrimental to the Town's position – Kurtin, et al v. Natick Planning Board, et al, 18-MISC-00456 (Land Court); to conduct strategy sessions in preparation for negotiations with nonunion personnel; and Purpose 6-To consider the purchase of real property where discussion in an Open Meeting would have a detrimental effect on the negotiating position of the Town. Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 on a roll call vote to enter Executive Session. The Chair announced that the meeting would return to Open Session at approximately 7:30 p.m. The Board entered into Executive Session at 6:05 p.m.

Open Session reconvened at 7:44 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS

In light of the recent tragic events involving the shootings at a Pittsburgh synagogue, the Board felt it was important for Mr. Hickey to read the Board of Selectmen's statement of acceptance and tolerance: "The Board of Selectmen affirms that Natick is a community that cares about its citizens and those who work, play, or simply come to visit. Natick has always shown that each individual should be treated with dignity and respect, and we oppose all expressions of hatred, intolerance, and discrimination. The Board of Selectmen encourages our community to continue to demonstrate that we are a caring and supportive community for all."

Other announcements from Mr. Hickey included acknowledgement of the passing of Sam Crisafulli, a retired Natick Fire Department lieutenant, this past weekend. The Everett Funeral Home will host Lt. Crisafulli's wake and funeral this coming Friday and Saturday.

A public hearing regarding the fiscal year 2019 tax classification will be held during the November 13th Selectmen's Meeting.

Ms. Salamoff moved to remove the Town Clerk's request to bag parking meters for election day from the Consent Agenda in order to vote on it prior to announcing free parking for voters, and also to object to a limit of one-hour parking, noting that with four questions on the ballot, voters may need additional time. Mr. Jennett seconded the motion and the Board voted 5-0-0 in favor. Mr. Jennett and Mr. Hickey discouraged any abuse of free parking on election day and felt that one hour's time would be adequate. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 in favor of the Town's Clerk's request to allow free voter parking for one-hour increments.

Ms. Salamoff announced that a new, modernized historic museum is now open on the lower level of the Bacon Free Library.

CITIZEN'S CONCERNS

Town Meeting Member Dick Foley of Precinct 4 brought up his concern about the drop in Town Meeting attendance, noting the average attendance to be around 120. He suggested the Board study a possible reduction in Town Meeting members from 180 to perhaps 150, as well as look at the timing of the Town Meeting Warrant, the budget, the start of Town Meeting, etc., especially in light of the upcoming 2020 census.

Jamie Sheridan, the Commander of the AmVets Post, expressed concern over the future of the Camp Arrowhead amputee veterans' recreation area, noting the history of recent unfortunate events at the camp and claiming that the Town has repeatedly blocked efforts to rebuild the camp, slandering and distorting the veterans' intentions for the property, as well as alleging that veterans' property has been removed or destroyed, or is missing, with no explanation. He expressed an interest in moving forward with the Town in a cooperative, mutually beneficial arrangement. Another Natick resident, Bill Lyons, claimed that any previous contracts negotiated with the State are invalid because the people who negotiated them were not legal representatives of the veterans. Jeff Becker and Tim Shea, also Natick residents and veterans, also advocated for veteran stewardship of the camp.

APPOINTMENTS:

Susan Peters – Interview for Appointment to the Council on Aging as a Full Member with Term to Expire on 6/30/2021: A 22-year resident of Natick, Ms. Peters provided a brief summary of her experience and volunteer efforts as a member of the Disability Commission and condo board trustee. Moved by Ms. Salamoff and seconded by Mr. Freedman, the Board voted 5-0-0 to appoint Ms. Peters to the Council on Aging as above.

REQUESTED ACTION

1. Recreation & Parks Director – Approve Acceptance of Donations to Recreation & Parks Department from PATH (Parents' Association for the Handicapped, Inc.): Ms. Partanen announced that the Recreation & Parks Commission will provide follow-up regarding the Camp Arrowhead summer and residential camps at their meeting next Monday. Ms. Partanen requested that the Board allow the Recreation & Parks Department to accept donations from PATH. Jane Nesbith (PATH secretary) explained that PATH is a 501c3 nonprofit organization that raises money to subsidize recreational programs for disabled children and adults. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to accept the following donations for the following purposes:
 - a. \$11,346 for Camp Arrowhead Day & Residential Camper Fees & Tuition
 - b. \$5,000 for Camp Arrowhead Residential Camp Volunteer Fees
 - c. \$1,750 for Camp Arrowhead Residential Camp Golf Cart Rental (Reimbursement)
 - d. \$5,000 for Camp Arrowhead Nurse (Reimbursement)
2. Police Chief – Approve Safety Committee Recommendations: Chief Hicks announced that Robert Ward, a Safety Committee Member, recently passed away.

The following actions were taken on Safety Committee recommendations:

On two separate motions by Mr. Hickey, both seconded by Ms. Salamoff, the Board voted 5-0-0 by two separate votes, in favor of holding Public Hearings for the following address changes:

- 1284R Worcester Street to 33 Strathmore Road
- 1225 Worcester Road to 1 & 3 Superior Drive

Moved by Mr. Hickey and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of the following additional Safety Committee recommendations:

- Addition of street lights to existing poles on Fox Hill Drive

- Elimination of 15 High Street address (previously a two family with two addresses of 15 High Street and 76 Pond Street; now a single family with distinctive front door on Pond Street)
 - Addition of “NOT A THRU WAY” sign on Union Ave at Broads Ave
 - Addition of MUTCD STOP bar, STOP sign, and stenciled STOP at:
 - o Southern end of Mainstone Road at Commonwealth Road
 - o Indian Rock Road at Commonwealth Road
 - o Saddle Brook Road at Commonwealth Road
 - Addition of “Deaf Child” sign in the vicinity of 28 Bradford Street
 - Restriction of parking on the west side of School Street Extension from East Street to 15 School Street Extension
3. Approve Request for Extension to Occupy a Public Way – Original Contracting – 10/31-11/30/18:
 After extensive discussion, the Board voted 5-0-0 to approve an extension until the close of business on Wednesday, November 21st on a motion by Mr. Hickey, seconded by Mr. Freedman, with the stipulation that Original Contracting employees find off-street, private parking for their personal vehicles and refrain from parking in metered spots. The Board agreed that this would be the last extension authorized given the upcoming holiday shopping season and approaching snow season.
4. Procurement Officer – Approve Contracts:
- a. Fitness Training: Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to award a contract for fitness training services for the Council on Aging to the MetroWest YMCA in the amount of \$15,000.
 - Funding: Community Services/Council on Aging Budget (\$15,000)
 - b. Supervisory Control and Data Acquisition (SCADA): Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to award a three-year contract to Wright-Pierce at \$135/hr. in the first year, \$137.50/hr. in the second year, and \$140/hr. in the third year, all for the main bid work, with mileage compensated at \$.55/mile, and with 1.5 times the above rates for providing services on weekends and legal holidays.
 - Funding: DPW/Water Sewer Operating Budget (\$25,000)
 - c. West Natick Fire Station – Second Amendment to Owner/Architect Agreement: Moved by Ms. Salamoff and seconded by Mr. Freedman, the Board voted 5-0-0 to pass the second amendment to the Tecton Architects, P.C. contract awarded in March of 2017.
 - d. Streetlight Maintenance Services – Second Renewal: Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to exercise its first extension of the current contract with Coviello Electric & General Contracting, Inc. at a rate of \$125/hr. for the year beginning January 17, 2019 and ending on January 16, 2020.
 - Funding: DPW Operating Budget (\$10,000, 80 hrs. of est. time, plus other items as in bid)
 - e. On-Call Electrical Services – Second Renewal: Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of exercising its first extension of the current contract with Lantern Lite & Electric at a rate of \$80/hr. for the year beginning November 2, 2018 and ending on November 1, 2019.
 - Funding: Facilities Department Operating Budget (\$24,000)
 - f. Sassamon Trace Golf Course – Replacement of Pump Heads: Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to award the contract to DAF Services, Inc. in the amount of \$34,589.59 for the main bid work.
 - Funding: Natick Spring Annual Town Meeting, Article 13, Table G, Motion G (Item 3 – Main Pump Heads) – Golf Course Borrowing (\$35,000) Account No. 601837-580930
 - g. Navy Yard Park Construction: Moved by Mr. Hickey and seconded by Ms. Salamoff, the Board voted 5-0-0 to award the contract to M.J. Cataldo, Inc. for the main bid work in the amount of \$1,573,000.
 - Funding: Article 10, Item 3, Fall 2017 Town Meeting – Tax Levy Borrowing (\$1,600,000)

- h. DPW Pit Storage Building – Installation of Overhead Doors: Moved by Ms. Salamoff and seconded by Mr. Freedman, the Board voted 5-0-0 to award the contract to Door Systems in the amount of \$11,590 for the main bid work.
 - Funding: DPW Account No. 65020111 583000 (\$11,590)
5. Vote to Renew Alcohol Licenses for 2019: Mr. Hickey, seconded by Mr. Jennett, moved to renew the alcohol licenses for 2019 but then left the meeting for a few moments to offer his assistance to a resident. The Board then voted 4-0-0 to renew the licenses.

Ms. Mistrot needed to leave the meeting and Ms. Salamoff took over in her place.

6. Revise Composition of Economic Development Committee: Mr. Jennett requested that this topic be postponed to the next agenda until residency and appointment issues can be clarified.

BOARD OF SELECTMEN UPDATES:

Update – Town Meeting Action on Selectmen-Sponsored Articles:

Mr. Hickey reported that Town Meeting, at its October 23rd session, overwhelmingly approved borrowing of \$1.6 million for the new West Natick Fire Station project to proceed subject to a positive vote of Natick voters at the upcoming election on November 6th.

Ms. Malone stated that she is hopeful that construction of the Navy Yard will be accomplished with the closure of the Mechanic Street issue, noting that there is a public hearing scheduled before the Finance Committee tomorrow.

DISCUSSION AND DECISION

1. Repainting of Lilja and Brown School Modulares: In follow-up to his raising this issue at a previous meeting, Mr. Jennett stated that he was notified by the Town Administrator that budgeting for this project would be difficult at the moment since other projects are more pressing. Mr. Jennett stated he will continue to look for a way to repaint the modulares a more acceptable color.
2. Town Hall Hours – Ms. Salamoff: Ms. Salamoff proposed the concept of closing Town Hall at an earlier hour and asking Town Committees to agree to conclude their meetings by 10:30 p.m., both to encourage public participation in committees and to allow for better transparency. Mr. Hickey and Mr. Freedman agreed with the sentiment but felt that it would be difficult to set a hard and fast rule, especially since some committees require a higher level of detail than others and thereby require more time. Mr. Hickey suggested having the Town Administrator reach out to the boards and committees that use Town Hall the most for feedback.
3. Proposed Stormwater Regulations MS4 Roundtable: Moved by Mr. Hickey and seconded by Mr. Freedman, the Board voted 4-0-0 to support Board of Selectmen representation on the MetroWest Regional Collaborative by Ms. Salamoff to represent Natick's interests in supporting the MS4 Roundtable Program.

SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

Mr. Hickey participated in the recent "Yes! for Natick" community forum as a representative of the Board of Selectmen.

CONSENT AGENDA

Mr. Hickey read the Consent Agenda aloud. Mr. Hickey asked to remove the October 15, 2018 minutes to ensure that previously requested amendments had been made and Ms. Salamoff asked to remove the Public Health Director's request to accept a donation from Dion's from the agenda for discussion.

The Town Clerk's request to bag the parking meters to allow for free voter parking on Election Day was removed from the Consent Agenda and voted on at the beginning of the meeting.

Moved by Mr. Hickey and seconded by Mr. Freedman, the Board voted 4-0-0 to approve the remainder of the Consent Agenda, including:

- Confirmation of the Town Administrator's Appointment of Eric Gagebin to the Commission on Disability
- Weekly Warrant Review, 10/12/18
- Banner Request for Natick Center Cultural District PlaceMaking Project, 11/2-11/17/18

Moved by Mr. Freedman and seconded by Mr. Hickey, the Board voted 4-0-0 to approve the October 15, 2018 minutes as amended.

Ms. Salamoff announced that Dion's would be donating \$1,000 to the Natick Board of Health for use in funding the work of the Opioid Task Force. Moved by Mr. Freedman and seconded by Mr. Hickey, the Board voted 4-0-0 to allow the Director of Public Health to accept the donation.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

None.

ADJOURNMENT

On a motion by Mr. Freedman, seconded by Mr. Hickey, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 10:33 p.m.

Michael J. Hickey, Jr., Clerk

October 29, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on November 13, 2018

All documents used at this Board of Selectmen meeting are available at:
<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=577&MinutesMeetingID=-1&doctype=Agenda>

ITEM TITLE: Vote to Renew Licenses for 2019

ITEM SUMMARY: a. Lodging House
b. Psychic Reader
c. Class I, Class II, Class III
d. Automatic Amusement
e. Daily & Sunday Entertainment
f. Common Victualer
g. Innholder

ATTACHMENTS:

Description	Upload Date	Type
Memo-T. O'Neil	11/19/2018	Cover Memo
2019 Renewal List	11/19/2018	Cover Memo

Town of Natick

Massachusetts 01760
Home of Champions



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

MEMORANDUM

TO: Board of Selectmen

FROM: Trish O'Neil

DATE: November 26, 2018

RE: **2019 License Renewals (for licenses expiring December 31, 2018)**

License Renewals: The Board's vote to renew lodging house, psychic reader, Class I, Class II, Class III, Automatic Amusement, Daily and Sunday Entertainment, Common Victualer, and Innholder Licenses for 2019 should be subject to license-holders having no outstanding taxes or fees that would affect renewal, submission of a complete renewal application along with all required material, and submission of the license fee during the month of December. The following materials are required to be submitted:

- Renewal application
- Workers' compensation affidavit and tax attestation form
- License fee

**DECEMBER 2018 RENEWALS
FOR 2019 LICENSES**

	Licensee	D/B/A	Location
ComVic	Z & M Corporation	Agostino's Restaurant	23 Washington Street
ComVic	Petroco, Inc.	A'Loto Gelato	127 West Central Street
ComVic	American Girl Retail, Inc.	American Girl	1245 Worcester Street, Suite 1096
ComVic	Anthony's Coal Fired Pizza of Natick, LLC	Anthony's Coal Fired Pizza	219 North Main Street
ComVic	ABP Corporation	Au Bon Pain	1245 Worcester Street, Building #1
ComVic	Baha Mexican Restaurant Corp.	Baha Mexican Restaurant	2D Mill Street
ComVic	B. Good LLC		1265 Worcester Street
ComVic	Now Ventures, Inc.	Ben & Jerry's Ice Cream	1265 Worcester Street
ComVic	Lil' Bill's, Inc.	Bill's Pizzeria	58 East Central Street
ComVic	Sri Lakshmi Ganapthi, LLC	Biryaniz N Breadz	195 West Central Street
ComVic	Brooklyn Pizzeria, Inc.	Brooklyn Pizzeria	251 West Central Street, #12
ComVic	Heng Fong Investments	Cajun Café & Grill	1245 Worcester Street, #2006
ComVic		California Pizza Kitchen	1245 Worcester Street, #1092
ComVic		Casey's Diner	36 South Avenue
ComVic		Charles River Coffee House	57 Eliot Street
ComVic	Minyu Chen	Charley's Philly Steaks, Inc.	1245 Worcester Street, #2012
ComVic	The Cheesecake Factory Rest	Cheesecake Factory	1245 Worcester Street, Suite 1098
ComVic		Cheesy Street Grill, LLC	300 Off North Main Street-117 Mile Post/Mass Pike East Service Area
ComVic	Chipotle Mexican Grill of Colorado	Chipotle Mexican Grill #2987	219 North Main Street, Suite A-103
ComVic	CEC Entertainment, Inc.	Chuck E. Cheese	801 Worcester Street
ComVic	Corporate Chefs, Inc.	Cognex	1 Vision Drive
ComVic	45 Comella's, LLC	Comella's	45 Main Street
ComVic	La Fete LLC	Common Café & Kitchen	9 South Main Street
ComVic	Para-Meter, LLC	Corrado's Sub Shop	7 Middlesex Ave
ComVic	Culinary Delights, Inc.	Culinary Delights	229 North Main Street
ComVic		Dah Mee Restaurant	25 Washington Street
ComVic	Natick Dairy Queen, Inc.	Dairy Queen	323 North Main Street
ComVic	Delops, Inc.	D'Angelo's Sandwich Shop	1245 Worcester Street
ComVic	Renita Mendonca	Dates and Olives	28 Main Street
ComVic	Dimas, Inc.	Dolphin Seafood Restaurant	12 Washington Street
ComVic	East Central Street Donuts, Inc.	Dunkin Donuts	54 East Central Street

**DECEMBER 2018 RENEWALS
FOR 2019 LICENSES**

ComVic	Marval, Inc.	Dunkin Donuts	249 North Main Street
ComVic	NatDun, LLC	Dunkin Donuts	1362 Worcester Street
ComVic	West Central Street Donuts, LLC	Dunkin Donuts	117 West Central Street
ComVic	Eat Buttercup, LLC		13 West Central Street, Units 2 & 3
ComVic	Eli's BBB, Inc.	Eli's (Breakfast-Burgers-Brews)	12 Washington Street
ComVic	Falafel House, LLC		1245 Worcester Street
ComVic	Massachusetts Burger Enterprises	Five Guys Burgers & Fries	211 North Main Street
ComVic	Frescafe II, Inc.	Frescafe	158 East Central Street
ComVic	Fresh City Restaurant Holdings, LLC	Fresh City	1400 Worcester Street
ComVic	Fusion Café		6A Wethersfield Road
ComVic	Talos, Inc.	George's Pizza	41 South Main Street
ComVic		Giovanni's Famous Pizza & More	160 West Central Street
ComVic	Nisha Donuts, Inc.	Honey Dew Donuts	179 West Central Street
ComVic	Jam Time, LLC	Jam Time	251 West Central Street
ComVic	Dominico Enterprises, LLC	Java's Espresso Bar & Café	22 Main Street
ComVic	Jordan's Furniture	Jordan's IMAX Theatre Concession Stand	1 Underprice Way
ComVic	King Wok, Inc.	King Wok	7 South Main Street
ComVic	Krua Thai, LLC	Krua Thai	231 North Main Street
ComVic		Liberty's Pizza	2D Mill Street
ComVic	Friends of the Natick Senior Center	Lincoln Café	117 East Central Street
ComVic	Matarazzo Family Foods	Lola's Italian Kitchen	9 Main Street
ComVic	Natick Sports & Racquet Club	Longfellow Sports Club	203 Oak Street
ComVic	Lookout Hard Cider, LLC	Lookout Hard Cider	89 Pleasant Street
ComVic		Mahan Field Dugout Committee	Mahan Field/NHS-15 West St.
ComVic	Mandarin Café, Inc	Mandarin Café	4B Wethersfield Road
ComVic	Natick MW, Inc.	Master Wok	1245 Worcester Street, Space 2004
ComVic	MDC Management Co., LLC	McDonald's	1245 Worcester Street
ComVic	MDC Management Co., LLC	McDonald's	290 Worcester Street
ComVic	Maldonado Corp.	Melt Gelato & Crepe Café	1245 Worcester Street
ComVic	The Metropolitan Club	Metropolitan Bar & Grill	1245 Worcester Street, Suite 3009
ComVic	Morrison Management Specialists	MWMC Employee Cafeteria	67 Union Street
ComVic	Mole Sauce, LLC	Mexicali Grill	148 East Central Street, Units 1, 2, & 3
ComVic	Namee Enterprises, Inc.	Minado Restaurant	1282 Worcester Street
ComVic	MBR Group Foods Inc.	Minerva Indian Cuisine	1318 Worcester Street

**DECEMBER 2018 RENEWALS
FOR 2019 LICENSES**

ComVic	Myan LLC	Mingaliens	319 North Main Street
ComVic	Natick Burrito, LLC	Moe's Southwest Grill	1274 Worcester Street
ComVic	Nicholas's Restaurant Group, Inc.	Morse Tavern	85 East Central Street
ComVic	Annie Chen	Mr. Chen's Chinese Cuisine	179 West Central Street
ComVic	Sheldon Strasnick	Muffin House Café, Inc.	325 North Main Street
ComVic	Christos Efthimiadis/Efterpi Madradous	Natick House Family Restaurant	3 Union Street
ComVic	Neiman Marcus Group, Inc	Neiman Marcus	310 Speen Street
ComVic	Cosendey and Cosendey, Inc.	Nick's Pizza House	179 West Central Street
ComVic	Nordstrom, Inc.	Nordstrom Café Bistro	290 Speen Street
ComVic	Nordstrom, Inc.	Nordstrom E-Bar	290 Speen Street
ComVic	Minoga, Inc.	Oga's Japanese Cuisine	915 Worcester Street
ComVic	KBA Family Enterprise, LLC	Orange Leaf Frozen Yogurt	213 North Main Street
ComVic	P.F. Chang's China Bistro, Inc.	P.F. Chang's China Bistro	1245 Worcester Street
ComVic	PR Restaurants, LLC	Panera Bread	841 Worcester Street
ComVic	Specialty Brands Holdings, LLC	Papa Gino's	291 Worcester Street
ComVic	Park Street Ice Cream Shoppe, Ltd.	Park Street Ice Cream Shoppe	14 Park Street
ComVic	Paul USA, Inc.	Paul Bakery, Space 3007	1245 Worcester Street, Space 3007
ComVic	Paul USA, Inc.	Paul Bakery, Space 5506	1245 Worcester Street, Space 5506
ComVic	Beleco, Inc.	Pizza Peddler	127 West Central Street
ComVic	Y.S.A., Inc.	Pizza Plus	16 North Main Street
ComVic		Pizza Shop at South Natick	50 Eliot Street
ComVic	Oshibi Group, LLC	Red Mango	1245 Worcester Street, Suite 2042
ComVic	Harith H. Pumarintara	Rice Theory	381 Worcester Street
ComVic	C & L Express, Inc.	Ruby Thai Kitchen	1245 Worcester Street, #2018
ComVic	SJ Burlington Food, Inc.	Sarku Japan	1245 Worcester Street, #2014
ComVic		Sassamon Trace Golf Course	233 South Main Street
ComVic	Sbarro America, Inc.	Sbarro #590	1245 Worcester Street, #2000
ComVic	BST Shaanxi Gourmet, LLC	Shaanxi Gourmet	259 Worcester Street
ComVic	Pandanus, Inc.	Shanghai Tokyo	54 East Central Street
ComVic	Savin Burger, LLC	Smashburger	1298 Worcester Street
ComVic	Starbucks Corporation	Starbucks	1245 Worcester Street
ComVic	Starbucks Corporation	Starbucks	1346 Worcester Street
ComVic	MCJ Corporation	Station 5 Grille	17 Watson Street
ComVic	PR Enterprises, LLC	Subway	189 Worcester Street

**DECEMBER 2018 RENEWALS
FOR 2019 LICENSES**

ComVic	Sun International Trading, LLC	Subway Restaurant	251 West Central Street
ComVic	Sar Taco, Inc.	Taco Bell	1245 Worcester Street
ComVic	The Center for Arts in Natick	TCAN	14 Summer Street
ComVic	Tsitos Enterprises, Inc.	Theo's Pizza	231 North Main Street
ComVic	LCZ, Inc.	Trend Pure Asian Cuisine	1400 Worcester Street
ComVic	Olson Gourmet, LLC at Mathworks	Uptown Gourmet	Café 3 Apple Hill Drive
ComVic	Vinicius Rosado	Vi-Fit Life Café	215 West Central Street
ComVic	Wasabi Natick Corp.	Wasabi	1245 Worcester Street, Unit 3001
ComVic	Wegmans Massachusetts, Inc.	Wegmans	1245 Worcester Street
ComVic	The Wendy's Company	Wendy's	303 West Central Street
ComVic	The Wendy's Company	Wendy's	355 Worcester Street
ComVic	Wild Thyme Café, LLC	Wild Thyme Café	6 Wethersfield Road
ComVic	Facility Management Corporation	William L. Chase Arena	35 Windsor Avenue
ComVic	Z2 LLC	Zaftig's Delicatessen	1298 Worcester Street
ComVic	EM-JO, Inc.	Ziti's of Natick	218 Speen Street
Class 1	Bernardi's, Inc.	Audi Natick	549 Worcester Street
Class 1	Bernardi's, Inc.	Bernardi Honda	1000 Worcester Street
Class 1	Bernardi's, Inc.	Bernardi's Honda	960 Worcester Street
Class 1	Brigham Gill Motor Cars, Inc.		817 Worcester Street
Class 1	Herb Chambers of Natick, Inc.	Chambers Motorcars of Natick	157 West Central Street
Class 1	Herb Chambers of Natick, Inc.	Mercedes Benz of Natick	253 North Main Street
Class 1	MetroWest Subaru, LLC	MetroWest Subaru	948 Worcester Street
Class 1	Tesla Motors MA, Inc.		1245 Worcester Street, Suite #3018
Class 2	Robert Paul	Auto Wholesalers of Natick	135R West Central Street
Class 2	Bernardi's, Inc.		910 Worcester Street
Class 2	Bostonyan Auto Group, Inc.	Bostonyan Auto Group	119 Worcester Street
Class 2	Central Auto Parts of Natick, Inc.		327 West Central Street
Class 2	Coach & Carriage Auto Body		55 Middlesex Ave
Class 2	E and M Auto Consulting, Inc.		3 Penobscot Road
Class 2	Elbery Auto Body, Inc.		124R East Central Street
Class 2	European Performance Engineering, Inc.		165 West Central Street
Class 2	Richard C. Graham	Graham's Garage	134 East Central Street
Class 2	Hamid Haider	Inpak Auto	10 Squire Court, Unit 1
Class 2	J&H Automotive, LLC		10 Cochituate Street

**DECEMBER 2018 RENEWALS
FOR 2019 LICENSES**

Class 2	John J. Ingemi	J & J Auto Sales	26 Bacon Street
Class 2	International Auto Works, Inc.		9 Middlesex Avenue
Class 2	Luke's Service Station, Inc.	Natick Gas and Service	225 North Main Street
Class 2	MPL Auto Sales		72A Oakland Street
Class 2	Natick Auto Clinic, Inc.		193 Worcester Street
Class 2	Richard C. Knights, Inc.	Riders Repair	6 Leach Lane
Class 2	South Natick Foreign Motors, Inc.		9 Eliot Street
Class 2	United Auto Associates, Inc.	United Auto Natick	133/135 West Central Street
Class 2	Gregory S. Malany	Greg's Repair Service	47 Summer Street
Class 3	Central Auto Parts of Natick, Inc.		327 West Central Street
Class 3	International Auto Works, Inc.	Joey's Auto Body	9 Cochituate Street
Lodging House	Robert E. Krauss		25 Pond Street
Psychic Reader	Annie Mitchell/Anna Psychic Readings		546 Worcester Street
Automatic Amusement	Amvets Post 79		1 Superior Drive
Automatic Amusement	CEC Entertainment, Inc.	Chuck E. Cheese's	801 Worcester Street
Entertainment	Z & M Corporation	Agostino's Restaurant	
Entertainment	Anthony's Coal Fired Pizza of Natick, LLC	Anthony's Coal Fired Pizza	
Entertainment	The Cheesecake Factory Restaurants, Inc.	Cheesecake Factory	
Entertainment	Chipotle Mexican Grill of Colorado, LLC	Chipotle Mexican Grill #2987	
Entertainment	DDH Hotel Natick/Worcester LLC	Crowne Plaza	
Entertainment	Dimas Corporation	Dolphin Seafood	
Entertainment	Fresh City of Natick	Fresh City	
Entertainment	DDH Natick Speen LLC	Hampton Inn	
Entertainment	Lookout Hard Cider, LLC	Lookout Farm	
Entertainment	The Metropolitan Club	Metropolitan Bar & Grill	
Entertainment	MBR Group Foods Inc.	Minerva Indian Cuisine	
Entertainment	Nicholas's Restaurant Group, Inc.	Morse Tavern	
Entertainment	Nordstrom, Inc.	Nordstrom Café Bistro	
Entertainment	P.F. Chang's China Bistro, Inc.	P.F. Chang's China Bistro	
Entertainment	The Center for the Arts in Natick	TCAN	
Entertainment	LCZ, Inc.	Trend Pure Asian Cuisine	
Entertainment	EM-JO, Inc.	Ziti's of Natick	

**DECEMBER 2018 RENEWALS
FOR 2019 LICENSES**

Entertainment	Eat Buttercup, LLC		
Entertainment	Jordan's Furniture IMAX Movie Theater		
Entertainment	Wegmans		

ITEM TITLE: Approve Requests for Exemption from Town By-Laws Chapter 41, Section 4

ITEM SUMMARY: a. Caroline Canney - Woodtrail Camp Counselor/ASAP Substitute Instructor
b. Sarah Farrell - Woodtrail Camp Counselor/ASAP Substitute Instructor
c. Christian Rodrigues - Guidance Counselor/Boys' Varsity Soccer Coach
d. William Gassett - DPW Station Operator/Assistant Varsity Baseball Coach

ATTACHMENTS:

Description	Upload Date	Type
C. Canney, S. Farrell, C. Rodrigues	11/19/2018	Cover Memo
W. Gassett	11/19/2018	Cover Memo



Natick Public Schools
Central Office

Dr. Anna Nolin, Interim Superintendent
Timothy Luff, Assistant Superintendent for Student Services
Kirk Downing, Interim Assistant Superintendent for Curriculum and Assessment

Marianne Davis
Director of Human Resources

November 15, 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.

<u>Name</u>	<u>Current Position in Town</u>	<u>2nd Position in School</u>
Caroline Canney	Woodtrail Camp Counselor	ASAP Substitute Instructor
Sarah Farrell	Woodtrail Camp Counselor	ASAP Substitute Instructor

<u>Name</u>	<u>Current Position in School</u>	<u>2nd Position in School</u>
Christian Rodrigues	Guidance Counselor	Boys Varsity Soccer Coach

Sincerely,

Marianne E. Davis
Director of Human Resources

Natick Public Schools does not discriminate on the basis of race, creed, color, sex, gender identity, religion, nationality, sexual orientation, disability, pregnancy and pregnancy-related conditions, physical and intellectual differences, immigration status, or homeless status.

**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:	Caroline Canney
Title or Position:	Specialist
Agency/Department:	Natick Parks and Rec department
Office Phone:	508-647-6530
Contracting municipal agency:	Town of Natick
Contract is for:	ASAP SUBSTITUTE INSTRUCTOR
Financial Interest of employee and immediate family:	\$1,500
Employee Signature:	Caroline Canney
Date:	11/8/18

**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:	MARIANNE DAVIS
Agency:	NATICK PUBLIC SCHOOLS
Office Phone:	508-647-6495
Signature:	Marianne Davis
Date:	11/15/2018

**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.

Signature:	
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.

**DISCLOSURE OF FINANCIAL INTEREST BY MUNICIPAL EMPLOYEE,
CERTIFICATION BY HEAD OF CONTRACTING AGENCY AND APPROVAL
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 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:	Sarah Farrell
Title or Position:	Woodstock Camp Counselor
Agency/Department:	Town of Natick Parks & Recreation
Office Phone:	508-647-6530
Contracting municipal agency:	Natick Public Schools - ASAP
Contract is for:	Substitute Instructor
Financial Interest of employee and immediate family:	\$1,500
Employee Signature:	John Gaur
Date:	11/14/18

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.

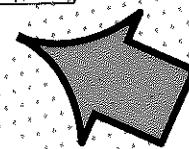
Name:	MARIANNE DAVIS
Agency:	NATICK PUBLIC SCHOOLS
Office Phone:	508-647-6495
Signature:	Marianne Davis
Date:	11/15/2018

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.

Signature:	
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.



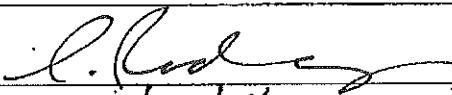
**DISCLOSURE OF FINANCIAL INTEREST BY MUNICIPAL EMPLOYEE,
CERTIFICATION BY HEAD OF CONTRACTING AGENCY AND APPROVAL
AS REQUIRED BY G. L.C.268A §20(b)**

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;

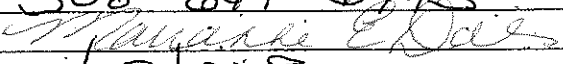
And, if the contract is for your personal services:

- 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:	Christian Rodriguez
Title or Position:	Guidance Counselor
Agency/Department:	Natick Public Schools (Wilson Middle)
Office Phone:	(508) 647-6670
Contracting municipal agency:	Natick High School Athletics
Contract is for:	Natick Boys Varsity Soccer Coach
Financial Interest of employee and immediate family:	\$6,931
Employee Signature:	
Date:	8/13/18

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.

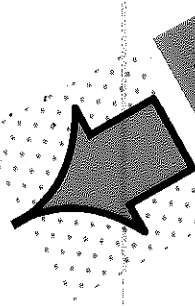
Name:	MARIANNE DAVIS
Agency:	NATICK PUBLIC SCHOOLS
Office Phone:	508-647-6495
Signature:	
Date:	11/15/2018

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.

Signature:	
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.



**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:	William H. Gassett
Title or Position:	Station Operator
Agency/Department:	DPW - WATER + SEWER
Office Phone:	508 - 647 - 6557
Contracting municipal agency:	Natick School Dist
Contract is for:	Asst-V Baseball coach
Financial Interest of employee and immediate family:	\$3,000
Employee Signature:	Will H Gassett
Date:	11/13/2018

**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:	Jim Collins
Agency:	NHAG ATHLETICS
Office Phone:	(508) 647-1000
Signature:	[Signature]
Date:	11/19/2018

**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.

Signature:	
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.

ITEM TITLE: Approve Request to Occupy the Public Way for Meridian Lodge Blood Drive on 12/29/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Recommendation for Approval	11/21/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Meridian Lodge Blood Drive on Saturday 29th December 2018

7 messages

James Lawrence-Archer <jameslarcher1@gmail.com>

Tue, Nov 20, 2018 at 9:22 AM

To: "Town of Natick, Selectman's Office - Patricia O'Neil" <poneil@natickma.org>

Cc: Masons - Edwin Sloper <eslop@aol.com>, "Masons - Jay R. Snyder" <jayrsnyder@hotmail.com>, Masons - Mike Siaba <msiaba64@gmail.com>, Masons - Wayne Szretter <wjszretter@comcast.net>, "Masons - Worshipful Master, Meridian Lodge" <wmmmeridianlodge@gmail.com>, ARC - Tim Brennan <tim.brennan@redcross.org>, James Lawrence-Archer <jameslarcher1@gmail.com>

Hi Patricia,

The Meridian Lodge are planning to hold a Blood Drive on Saturday 29th December 2018 in conjunction with the American Red Cross (ARC).

The Blood Drive will be held at the Lodge's building, 24 Main Street, Natick.

The timings are as follows:-

8:00 am to 9:00 am Setup

9:00 am to 2:00 pm Blood Drive

2:00 pm to 3:00 pm Dismantle

I will actually arrive at around 7:15 am to open the building with ARC personnel arriving soon afterwards.

The ARC truck will leave in the region of 3:00 to 3:30 pm after everything has been dismantled by the ARC.

Please may I ask permission that the last 4 parking spaces between Fair and Yeager Insurance Agency, 10 Main Street, and Bryne Home Health Center, 16 Main Street, are set aside for the ARC to park their van for this blood drive from 7:30 am to 3:30 pm on Saturday 29th December?

Thank you for all your help.

Regards

James Lawrence-Archer

4 Pearl Street

Natick, MA 01760

Tel. No. 508-650-0299

Patricia O'Neil <poneil@natickma.org>

Tue, Nov 20, 2018 at 9:24 AM

To: Brian Lauzon <lauzon@natickpolice.com>

Brian, your recommendation?

[Quoted text hidden]

--

Trish O'Neil

Executive Assistant

Town of Natick

13 East Central Street

Natick, MA 01760

P: 508-647-6410

Trish,

After review we would recommend approval. We request that the petitioner reach out to me one week in advance of the event so that we can reserve the requested parking spaces.

Respectfully,

Lt. Brian G. Lauzon

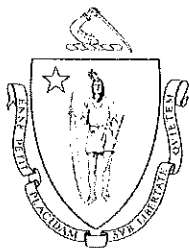
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ITEM TITLE: Correspondence 11/26/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence 11/26/18	11/21/2018	Cover Memo



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

November 13, 2018

Ronald Alexander
P.O. Box 81003
Wellesley, MA 02481

RE: Open Meeting Law Complaint

Dear Mr. Alexander:

Thank you for contacting the Attorney General's Office. On November 9, 2018, we received your Open Meeting Law complaint, labeled Complaint #4, which was originally received by the Natick Board of Selectmen on or about September 23, 2018. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

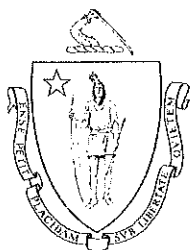
For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

A handwritten signature in cursive script that reads "Mira Netsky".

Mira Netsky
Paralegal
Division of Open Government

cc: Karis L. North, Esq., Murphy, Hesse, Toomey & Lehane, LLP
Natick Board of Selectmen



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

November 14, 2018

Ronald Alexander
P.O. Box 81003
Wellesley, MA 02481

RE: Open Meeting Law Complaint

Dear Mr. Alexander:

Thank you for contacting the Attorney General's Office. On November 14, 2018, we received your Open Meeting Law complaint, labeled Complaint #5, which was originally received by the Natick Board of Selectmen on or about September 23, 2018. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

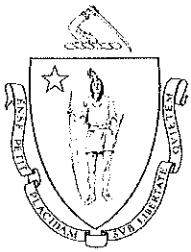
For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

A handwritten signature in cursive script that reads "Mira Netsky".

Mira Netsky
Paralegal
Division of Open Government

cc: Karis L. North, Esq., Murphy, Hesse, Toomey & Lehane, LLP
Natick Board of Selectmen



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

November 15, 2018

Ronald Alexander
P.O. Box 81003
Wellesley, MA 02481

RE: Open Meeting Law Complaint

Dear Mr. Alexander:

Thank you for contacting the Attorney General's Office. On November 14, 2018, we received your Open Meeting Law complaint, labeled Complaint #6, which was originally received by the Natick Board of Selectmen on or about September 23, 2018. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

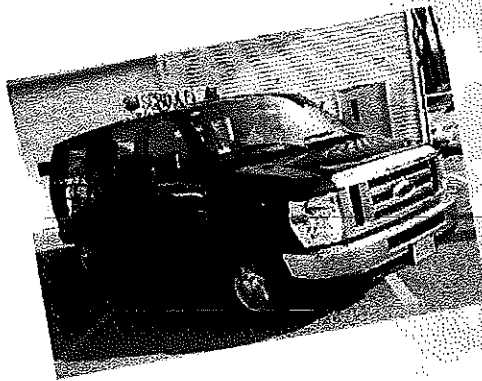
For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

A handwritten signature in cursive script that reads "Mira Netsky".

Mira Netsky
Paralegal
Division of Open Government

cc: Karis L. North, Esq., Murphy, Hesse, Toomey & Lehane, LLP
Natick Board of Selectmen



VAN POOL
TRANSPORTATION

**VAN DRIVERS WANTED
THROUGHOUT
MASSACHUSETTS**

START & END YOUR DAY AT HOME—NO COMMUTE!

(van stays at your home)

Average Hours Per Week: 20-35

Availability: M-F Split Shift 5:45 am—10:00 am & 1:00 pm—5:45 pm

We help you OBTAIN/MAINTAIN a valid 7-D license

Profit Sharing, after 3 years

401 K eligible after 1 year with Matching Funds

Paid Classroom and on-the-job training provided

Pay: \$14 per hour (Must be 21 & Driver's License for 7 years+)

WWW.VANPOOLMA.COM

CALL: JANE 508-868-1504

CALL: LAURA 978-979-4141

CALL or TEXT: MARIE 774-245-9668

Veterans - We Want YOU!

The Natick Amvet's Post 79

Meat Shoots

(No guns, it is a card game like Bingo or
Tic Tac Toe)

Saturday's November 24th

Saturday December 1st

Shoot starts at 2 PM

Proceeds to the

Natick Needy Veterans Council Relief Fund

To help all veterans in need

All welcome to come down to

Natick Amvet's Post 79

1 Superior Drive

Just off Speen Street, follow the signs to
the Post. Come down to support a
great cause

Pete Hill 1st Vice Commander

Amvet's Post 79



NATICK SERVICE COUNCIL, INC.

November 16, 2018

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

Dear Natick Board of Selectmen,

The purpose of this note is to recognize the ongoing, dedicated and incredible efforts of the Natick Police Department in support of Natick Service Council's mission and residents we serve.

On Saturday, November 10th, Natick Police Department (NPD), led by Lt. Brian Grassey, held their 4th annual "Fill the Cruiser" event at Roche Bros in Natick. The event resulted in the collection of 1,987 lbs. of nutritious foods, which they dropped off at NSC and will be given out to clients over the Thanksgiving holiday and through our food pantry. The event also raised significant funds in support of other NSC programs that offer basic needs to our struggling friends and neighbors.

We at NSC continue to be humbled by NPD's efforts, especially when a small army of Natick Police officers turned out to collect food and speak passionately with residents about our mission.

NSC is grateful and fortunate to be the recipient of this incredible outpouring of community support, especially Brian and many other NPD officers who attended the event, including: Beth Blanchard, Sean Taylor, Serge Melnick, Detective Kevin Delahanty, Detective Jason Sutherland (ably assisted by 8 year old Killian Sutherland), Detective John Haswell and of course, Lieutenant Grassey.

It is with sincere gratitude that we thank Lieutenant Grassey and everyone at NPD for their support of this great event and others programs (Marsha Kelly Memorial Giving Tree, youth substance awareness/diversion program, etc.) we partner on in support of our great community.

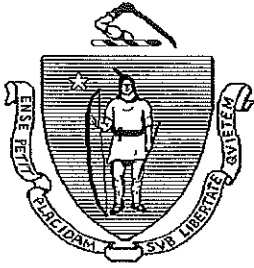
It is our hope that Lt. Grassey and his team are recognized for their noteworthy efforts to serve our less fortunate friends and neighbors.

Sincerely,



Greg Tutuny
Executive Director
Natick Service Council, Inc.

Cc: Chief James Hicks, NPD
Michael Carr



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

NOTICE OF FILING AND PUBLIC HEARING

D.P.U. 18-114

November 1, 2018

Petition of Boston Gas Company and Colonial Gas Company, each d/b/a National Grid, pursuant to G.L. c. 25, § 21, for approval by the Department of Public Utilities of its Three-Year Energy Efficiency Plan for 2019 through 2021.

On October 31, 2018, Boston Gas Company and Colonial Gas Company, each d/b/a National Grid ("Company"), filed with the Department of Public Utilities ("Department"), a petition for approval of a three-year energy efficiency plan, covering calendar years 2019 through 2021 ("Three-Year Plan"). The Company filed its Three-Year Plan pursuant to An Act Relative to Green Communities, Acts of 2008, c. 169, § 11 ("Green Communities Act") and Investigation by the Department of Public Utilities on its own Motion into Updating its Energy Efficiency Guidelines Consistent with An Act Relative to Green Communities, D.P.U. 08-50 (2008); D.P.U. 08-50-A (2009); D.P.U. 08-50-B (2009); D.P.U. 08-50-C (2011); D.P.U. 08-50-D (2012). The Department has docketed this matter as D.P.U. 18-114.

The Green Communities Act requires the Commonwealth's electric and gas distribution companies, and municipal aggregators with certified efficiency plans, ("Program Administrators") to develop energy efficiency plans that provide for the acquisition of all available energy efficiency and demand reduction resources that are cost-effective or less expensive than supply. G.L. c. 25, § 21. To accomplish this goal, Program Administrators are required to develop three-year energy efficiency plans in consultation with the Energy Efficiency Advisory Council ("Council") and submit such plans to the Department for review. G.L. c. 25, § 21. The Green Communities Act requires the Department to: (1) consider the plan; (2) provide an opportunity for interested persons to be heard in a public hearing; and (3) within 90 days after the submission of the plan, issue a decision on the plan that ensures that all energy efficiency and demand reduction resources that are cost-effective or less expensive than supply have been identified and captured by the Program Administrator. G.L. c. 25, § 21.

The Company's proposed Three-Year Plan includes energy efficiency programs for residential, low-income, and commercial and industrial customers. The Three-Year Plan also incorporates the Company's Residential Conservation Service filing pursuant to G.L. c. 164, App. § 2-7(h). The Company's proposed budget for the three-year period is \$441,387,782

(i.e., \$144,752,179 in 2019, \$147,128,472 in 2020, and \$149,507,131 in 2021) and includes a performance incentive.

If the Company's Three-Year Plan is approved as proposed, the Company states that customers of Boston Gas Company could experience the following bill impacts:

- A residential heating customer (R-3) using 124 therms per month could experience a monthly peak bill decrease of \$2.08 or 1.0 percent in 2019; a monthly peak bill increase of \$2.67 or 1.3 percent in 2020; and a monthly peak bill increase of \$0.02 or 0.0 percent in 2021;
- A low-income residential heating customer (R-4) using 117 therms per month could experience a monthly peak bill decrease of \$1.47 or 1.0 percent in 2019; a monthly peak bill increase of \$1.89 or 1.3 percent in 2020; and a monthly peak bill increase of \$0.02 or 0.0 percent in 2021; and
- Bill impacts for commercial and industrial customers will vary. These customers should contact the Company for specific bill impact information.

If the Company's Three-Year Plan is approved as proposed, the Company states that customers of Colonial Gas Company could experience the following bill impacts:

- A residential heating customer (R-3) using 107 therms per month could experience a monthly peak bill decrease of \$1.80 or 1.2 percent in 2019; a monthly peak bill increase of \$2.31 or 1.5 percent in 2020; and a monthly peak bill increase of \$0.02 or 0.0 percent in 2021;
- A low-income residential heating customer (R-4) using 107 therms per month could experience a monthly peak bill decrease of \$1.35 or 0.9 percent in 2019; a monthly peak bill increase of \$1.74 or 1.1 percent in 2020; and a monthly peak bill increase of \$0.02 or 0.0 percent in 2021; and
- Bill impacts for commercial and industrial customers will vary. These customers should contact the Company for specific bill impact information.

If the Company's Three-Year Plan is approved as proposed, the Company states that customers of Blackstone Gas Company could experience the following bill impacts:

- A residential heating customer (R-3) using 125 CCF per month could experience a monthly peak bill increase of \$1.04 or 0.49 percent in 2019; a monthly peak bill increase of \$2.77 or 1.31 percent in 2020; and a monthly peak bill increase of \$0.03 or 0.01 percent in 2021;
- A low-income residential heating customer (R-4) using 125 CCF per month could experience a monthly peak bill increase of \$0.88 or 0.49 percent in 2019; a

monthly peak bill increase of \$2.34 or 1.31 percent in 2020; and a monthly peak bill increase of \$0.02 or 0.01 percent in 2021; and

Bill impacts for commercial and industrial customers will vary. These customers should contact Blackstone Gas Company for specific bill impact information.

Customers who participate in energy efficiency programs may experience a monthly bill decrease over the duration of the Three-Year Plan. For specific bill impacts, please contact the Company as indicated below or Blackstone Gas Company, as appropriate.

A copy of the Company's Three-Year Plan is on file at the Department's offices, One South Station - 5th Floor, Boston, Massachusetts 02110 for public viewing during business hours and on the Department's website at <http://www.mass.gov/dpu>. Documents on the Department's website may be accessed either by browsing for documents by industry (e.g., Electric or Gas) at <http://web1.env.state.ma.us/DPU/FileRoom/dockets/byindustry> or by looking up the docket by its number in the docket database at <http://web1.env.state.ma.us/DPU/FileRoom/dockets/bynumber> (enter "18-114"). A copy is also on file for public view at the office of National Grid, 40 Sylvan Road, Waltham, Massachusetts 02451 and on the Company's website. Any person desiring further information regarding the Three-Year Plan should contact counsel for the Company, Stacey M. Donnelly, Esq., at (781) 907-1833, or Diana Chiang, Esq., at (781) 907-3336. Any person desiring further information regarding this notice should contact Sarah A. Smegal, Hearing Officer, Department of Public Utilities, at (617) 305-3500.

The Department will conduct a public hearing to receive comments on the proposed Three-Year Plan. The hearing will take place on **Monday, December 3, 2018, 2:00 p.m.** at the Department's offices, One South Station - 5th Floor, Boston, Massachusetts 02110. Any person who desires to comment may do so at the time and place noted above or submit written comments to the Department not later than the close of business (5:00 p.m.) on **December 3, 2018**.

Any person who desires to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department. A petition for leave to intervene must satisfy the timing and substantive requirements of 220 CMR 1.03. The following persons/entities who desire to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department not later than the close of business on **Thursday, November 1, 2018**: (1) voting and non-voting members of the Council; (2) any entity whose interests are represented on the Council; (3) any person/entity that has participated in the Council process; and (4) any person/entity that was previously granted intervention as a full party or limited participant in a three-year energy efficiency plan proceeding. All other persons/entities who desire to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department not later than the close of business on **Wednesday, November 14, 2018**. Receipt by the Department, not mailing, constitutes filing and determines whether a petition has been timely

filed. A petition filed late may be disallowed as untimely, unless good cause is shown for waiver under 220 CMR 1.01(4). To be allowed, a petition under 220 CMR 1.03(1) must satisfy the standing requirements of G.L. c. 30A, § 10. All responses to petitions to intervene must be filed by the close of business of the second business day after the petition to intervene was filed.

An original and one (1) copy of all written comments or petitions to intervene must be filed with Mark D. Marini, Secretary, Department of Public Utilities, One South Station - 5th Floor, Boston, Massachusetts 02110, not later than the close of business on the dates noted above. One copy of all written comments or petitions to intervene should also be sent to the Company's attorneys, Stacey M. Donnelly, Esq. and Diana Chiang, Esq., 40 Sylvan Road, Waltham, Massachusetts 02451, and by email, stacey.donnelly@nationalgrid.com and diana.chiang@nationalgrid.com.

All written comments or petitions to intervene should also be submitted to the Department in electronic format using one of the following methods: (1) by e-mail attachment to dpu.efiling@mass.gov and to the Hearing Officer, Sarah.Smegal@mass.gov, or (2) on a CD-ROM. The text of the e-mail or CD-ROM must specify: (1) the docket number of the proceeding (D.P.U. 18-114); (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic filing should also include the name, title, and telephone number of a person to contact in the event of questions about the filing. The electronic file name should identify the document, but should not exceed 50 characters in length. All documents submitted in electronic format will be posted on the Department's website: <http://www.mass.gov/dpu>.

Reasonable accommodations at public or evidentiary hearings for people with disabilities are available upon request. Contact the Department's ADA Coordinator at DPUADACoordinator@mass.gov or (617) 305-3642. Include a description of the accommodation you will need, including as much detail as you can. Also include a way the Department can contact you if we need more information. Please provide as much advance notice as possible. Last minute requests will be accepted, but may not be able to be accommodated. In addition, to request materials in accessible formats (Braille, large print, electronic files, audio format), contact the Department's ADA Coordinator at DPUADACoordinator@mass.gov or (617) 305-3642.



November 16, 2018

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

Re: Xfinity TV Channel Updates

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed with Xfinity TV changes and enhancements. Below we share details regarding new programming that we are launching, the likely drop of Fuse from our line-up, and a general reminder about expiring programming contracts.

New Xfinity TV Channels - For our Digital Preferred customers, in December we will begin offering AFRO. AFRO, a channel from Afrotainment, is a 24-hour polycultural black network mainly broadcasting top-rated Nollywood and black movies, dramas, sitcoms, music, talk, and late night comedy shows. In January, we are launching CLEO TV as part of our Digital Preferred package. CLEO is a new channel from TV One and provides viewers with 24-hour lifestyle and entertainment programming, targeting Millennial and Gen X women of color.

Also starting in December, we are launching i24NEWS for our Digital Preferred customers with our X1 set-top boxes. i24NEWS is an Israeli international 24-hour news and current affairs television channel, which broadcasts in French, English, and Arabic.

We are also going to launch Newsmax TV starting in mid-December, which will be available on both our Digital Starter and Instant TV Sports & News genre pack. Newsmax TV is an American-based news and opinion network, currently reaching over 50 million homes.

Loss of Fuse Anticipated Effective January 1, 2019 - We also wanted to remind you that Comcast's programming agreement with Fuse expires on December 31, 2018, and we will no longer be able to distribute Fuse's programming starting on January 1, 2019. We are communicating this likely change to our customers through a bill message.

General Reminder About Programming Contract Expirations - We regularly inform our customers in their bills and annual notices that we maintain an updated website (<https://my.xfinity.com/contractrenewals/>) and toll free number ((866) 216-8634)) to reflect the programming contracts that are set to expire in the coming months and the channels we might lose the rights to continue carrying.

We are excited about the additions to our robust entertainment offerings and for the opportunity to continue enhancing our Xfinity TV product. Please do not hesitate to contact me at 508-647-1418 should you have questions.

Very truly yours,

Greg Franks

Greg Franks, Sr. Manager
Government Affairs



November 16, 2018

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

RE: Important Information—Price Changes

Dear Chairman and Members of the Board:

All of us at Comcast are committed to delivering the entertainment and services our customers in your community rely on today, and the new experiences they will love in the future. As we continue to invest in our network, products and services, the cost of doing business rises. One of our largest costs, and one that continues to increase, is the fees we pay to programmers so that we can continue to offer the best in entertainment, news and sports. As a result, starting December 20, 2018, prices for certain services and fees will be increasing, including the Broadcast TV Fee and Regional Sports Network Fee. Please see the enclosed Customer Notices for more information.

While some prices may increase, we continue to invest in technology to drive innovation. We are working hard to bring our customers great value every day and exciting new developments in the near future, including:

- Talk to the X1 Voice Remote to navigate content
- We offer the first talking TV guide for those with visual disabilities
- Netflix, YouTube, Pandora, and Sling TV and more apps are available on X1
- We continue to make customer interactions simpler with more all-digital tools as an alternative to visiting a store or calling.
- Speed upgrades allowing us to offer the fastest Internet speeds to the most homes in the country
- Control of home WiFi from anywhere, on any device, with xFi
- 19 million Xfinity WiFi hotspots available nationwide

In addition, we wanted to share with you this Xfinity TV Update: On December 18, 2018, Evine Live will be available on chs 89 & 1047.

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 508-647-1418.

Sincerely,

Greg Franks

Greg Franks, Sr. Manager
Government Affairs

Attachment: Customer Notices

Important Information Regarding Your Xfinity Services and Pricing

Natick & Wellesley, MA

Effective December 20, 2018

We hope you are enjoying your Xfinity services.

I am writing with some important information about your Xfinity service.

As families and homes rely more on technology, we're working to bring you better and more reliable services. We're improving our products, strengthening our network, and investing in technology. We're always working to provide the programming you value and enjoy, whether it's on TV or streaming on your smartphones, tablets, and laptops.

Programming fees—the fees networks and broadcast stations charge us to deliver programming—continue to rise. These are among our biggest expenses, along with the cost of always improving our products and services. Though we absorb many of these costs, some must still be passed through to customers. As a result, your price may increase starting with your next bill.

We understand that price increases are never welcome. While some fees may be going up, we hope you see your services improving as well.

I know you have choices when it comes to service providers, and I appreciate that you chose us. From our products to our people, we're committed to delivering experiences you'll love.

Thank you for being an Xfinity customer.

Sincerely,

Tracy Pitcher
Regional Senior Vice President

We're committed to improving your experience. Here's some of what we offer:

- The fastest Internet speeds to the most homes in the country
- Increased Internet speeds 17 times in 17 years
- 90% of our customers can now get 1 Gigabit download speeds if they choose—no other major provider can say that
- The Emmy Award-winning X1 platform delivers the most user-friendly experience
- The X1 Voice Remote integrates with some of your favorite apps like Netflix and YouTube
- The new Xfinity xFi platform gives Internet customers unmatched speed, coverage, and control with their home Internet service
- Xfinity WiFi hotspots are available in 19 million locations nationwide
- The Xfinity Stream app provides the most free shows and movies
- Xfinity On Demand offers 163,000+ shows and movies

More details on these price changes are enclosed.

For additional information, go to xfinity.com/pricechanges.

If you are currently receiving services on a promotional basis, under a minimum term agreement associated with a specific rate, or in the guaranteed period of one of our SurePrice plans, the prices for those specific services will not be affected during the applicable period. However, equipment charges, taxes and fees, including Broadcast TV Fee and Regional Sports Network Fee, are subject to change.

Important Information Regarding Your Xfinity Services and Pricing

Natick & Wellesley, MA

Effective December 20, 2018

TRIPLE PLAY PACKAGES

	Current	New
Standard Triple Play - with Blast! Internet upgrade add	\$18.00	\$20.00

DOUBLE PLAY PACKAGES

	Current	New
Choice TV Double Play - with Blast! Internet upgrade add	\$18.00	\$20.00
Standard Double Play - with Blast! Internet upgrade add	\$18.00	\$20.00
Select Double Play - with Blast! Internet upgrade add	\$18.00	\$20.00
Signature Double Play - with Blast! Internet upgrade add	\$18.00	\$20.00

XFINITY® TV

	Current	New
Limited Basic	\$17.00	\$18.00
Broadcast TV Fee	\$8.00	\$9.75
Franchise Related Cost		
Natick	\$44	\$47
Wellesley	\$08	\$10
Expanded Basic	\$50.27	\$49.27
Regional Sports Fee	\$6.75	\$8.25
Service to Additional TV - with CableCARD	\$7.45	\$7.27
Service to Additional TV - with TV Adapter	\$5.99	\$6.99
CableCARD (second card in same device)	\$80	\$00

INSTALLATION (Effective 1/1/2019)

	Current	New
Hourly Service Charge - Initial Installation of Service	\$40.00	\$50.00
Hourly Service Charge - After Initial Installation of Service	\$40.00	\$50.00

XFINITY® Internet

	Current	New
Blast! - Xfinity Internet Service Only	\$92.95	\$94.95
Blast! - with Xfinity TV or Voice Service	\$79.95	\$81.95
Modem Rental	\$11.00	\$13.00

Important Information – Price Changes

November 16, 2018

Additional Information

In addition to the price changes listed in the attached general **Important Information Regarding Xfinity Services and Pricing**, customers subscribing to the services below will receive a bill message regarding the pricing change to their service.

Bill Message Text:

"In addition to the price changes listed on the general Important Information Regarding Xfinity Services and Pricing, on December 20, 2018, the price of [package or service name from below] will increase from \$XX.XX to \$XX.XX per month. Prices exclude taxes and fees."

XFINITY® Internet	Current	New
Blast! Speed Upgrade	\$18.00	\$20.00
Galaxy w/ leased modem	\$59.95	\$61.95
NetOne w/ leased modem	\$59.95	\$61.95

TRIPLE PLAY PACKAGES	Current	New
MDU HD Preferred Plus XF Triple Play	\$142.99	\$149.99
MDU Preferred Plus Triple Play	\$132.99	\$139.99
MDU Preferred Extra Triple Play	\$124.99	\$129.99
MDU HD Preferred XF Triple Play Bundle	\$122.99	\$127.99
MDU Preferred Triple Play	\$112.99	\$117.99

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS	Current	New
Latino Basic TV Package	\$25.27	\$28.27
Brazilian International Selection	\$20.00	\$34.99
Digital Economy	\$37.27	\$39.95
Digital Economy (with Xfinity Internet or Voice)	\$35.27	\$39.95
Basic Latino with Economy Plus Internet Double Play	\$55.22	\$58.22
Performance Extra Double Play	\$73.27	\$77.99
Internet Plus with Showtime Double Play	\$77.27	\$81.99
Basic with Performance Internet Double Play	\$83.94	\$84.94
Internet Plus with HBO Double Play	\$83.27	\$87.99
Internet Plus Latino Double Play	\$83.27	\$87.99
Basic Latino with Performance Internet Double Play	\$87.22	\$90.22
Internet Pro Plus with Showtime Double Play	\$87.27	\$91.99
Blast Extra Double Play	\$88.27	\$92.99
Internet Pro Plus with HBO Double Play	\$90.27	\$94.99
Blast Plus Double Play	\$98.27	\$102.99
Blast Plus with HBO Double Play	\$105.27	\$109.99
HD Broadband Double Play	\$137.31	\$147.99
Starter Double Play	\$147.22	\$149.22
Preferred with Performance Pro Double Play	\$147.17	\$151.99

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS Cont.	Current	New
HD Entertainment Double Play	\$152.31	\$157.99
Preferred Latino Double Play	\$165.12	\$169.99
Preferred Double Play	\$165.17	\$167.17
Premier with Performance Pro Double Play	\$185.31	\$189.99
Nuevo Completo Triple Play	\$72.17	\$80.17
MultiLatino Plus Triple Play	\$80.17	\$83.17
Triple Play Economy Bundle	\$90.17	\$94.85
Basic Latino Triple Play	\$95.17	\$98.17
Basic Pro Triple Play Bundle	\$108.27	\$112.99
Economy Pro Triple Play Bundle	\$116.27	\$120.99
Value Plus Triple Play	\$138.81	\$142.99
Value Plus LD Triple Play Bundle	\$138.81	\$142.99
Economy Plus Latino Triple Play Bundle	\$138.31	\$142.99
Starter Latino Triple Play	\$145.81	\$149.99
Starter XF Triple Play Bundle	\$150.81	\$154.99
Triple Play Economy Video Bundle	\$152.17	\$156.85
HD Starter Triple Play	\$158.81	\$162.99
MultiLatino Ultra Triple Play	\$158.81	\$162.99
Preferred XF Triple Play Bundle	\$163.81	\$167.99
Preferred Latino Triple Play	\$163.81	\$167.99
MultiLatino HD Ultra Triple Play	\$168.81	\$172.99
HD Preferred Triple Play	\$173.71	\$177.99
HD Preferred XF Triple Play Bundle	\$173.81	\$177.99
Preferred Extra Latino Triple Play	\$173.81	\$177.99
HD Preferred Plus Triple Play	\$183.81	\$187.99
MultiLatino HD Ultra Plus Triple Play	\$188.81	\$192.99
HD Preferred Extra XF Triple Play Bundle	\$190.81	\$194.99
HD Preferred Plus XF Triple Play Bundle	\$193.81	\$197.99
MultiLatino HD Total Triple Play	\$213.81	\$217.99
HD Premier Triple Play	\$218.81	\$222.99
HD Premier XF Triple Play Bundle	\$218.81	\$222.99
HD Complete XF Triple Play Bundle	\$251.49	\$255.99