NATICK BOARD OF SELECTMEN
AGENDA
Edward H. Dlott Meeting Room
Monday, October 29, 2018
6:00 PM

Agenda Posted Thursday, October 25, 2018 at 5:15 PM - Revised October 29, 2018 @ 9:30 am

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

1. 6:00 OPEN SESSION

   Call to Order

   Roll Call Vote to Enter Executive Session

2. 6:05 EXECUTIVE SESSION

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

   A. 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)

   B. To conduct strategy sessions in preparation for negotiations with nonunion personnel

   C. 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

3. 7:30 RECONVENE OPEN SESSION

4. ANNOUNCEMENTS

   A. Fiscal Year 2019 Tax Classification Public Hearing: November 13, 2018

   B. Election Day Parking

5. 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. APPOINTMENTS

   A. Susan Peters: Interview for Appointment to the Council on Aging as a Full Member with Term to Expire on 6/30/2021

7. 8:00 REQUESTED ACTION

   A. Recreation & Parks Director: Approve Acceptance of Donations to Recreation & Parks Department from PATH (Parents' Association for the Handicapped, Inc.)
      i. $11,346 for Camp Arrowhead Day & Residential Camper Fees & Tuition
      ii. $5,000 for Camp Arrowhead Residential Camp Volunteer Fees
      iii. $1,750 for Camp Arrowhead Residential Camp Golf Cart Rental (Reimbursement)
      iv. $5,000 for Camp Arrowhead Nurse (Reimbursement)
   B. Police Chief: Approve Safety Committee Recommendations
   C. Approve Request for Extension to Occupy a Public Way - Original Contracting 10/31-11/30/18
   D. Procurement Officer: Approve Contracts
      i. Fitness Training
      ii. Supervisory Control and Data Acquisition (SCADA)
      iii. West Natick Fire Station-Second Amendment to Owner/Architect Agreement
      iv. Streetlight Maintenance Services-Second Renewal
      v. On-Call Electrical Services-Second Renewal
      vi. Sassamon Trace Golf Course-Replacement of Pump Heads
      vii. Navy Yard Park Construction
      viii. DPW Pit Storage Building-Installation of Overhead Doors
   E. Vote to Renew Alcohol Licenses for 2019
   F. Revise Composition of Economic Development Committee

8. 10:00 BOARD OF SELECTMEN UPDATES

   A. Update: Town Meeting Action on Selectmen-Sponsored Articles

9. 10:15 DISCUSSION AND DECISION

   A. Repainting of Lilja and Brown School Modulars
   B. Town Hall Hours-S. Salamoff
   C. Proposed Stormwater Regulations MS4 Roundtable

10. 10:45 SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

11. 11:00 CONSENT AGENDA

   A. Confirm The Town Administrator's Appointment of Eric Gagebin to the Commission on Disability
   B. Approve Weekly Warrant Review, 10/12/18
   C. Approve Town Clerk's Request to Bag Parking Meters on Election Day, 11/6/18
   D. Approve Public Health Director's Request to Accept Donation from Dion's Fine Wines & Spirits
   E. Approve Meeting Minutes
      i. 10/2/18
      ii. 10/11/18

iii. 10/15/18

F. Approve Banner Request for Natick Center Cultural District-PlaceMaking Project 11/2-11/17/18

12. TOWN ADMINISTRATOR NOTES

13. SELECTMEN'S CONCERNS

14. CORRESPONDENCE

A. Correspondence 10/29/18

15. 11:15 ADJOURNMENT

NEXT MEETING DATES: Tuesday 11/13, Monday 11/26, Monday, 12/10, Monday 12/17

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

Meeting recorded by Natick Pegasus

ITEM TITLE: Fiscal Year 2019 Tax Classification Public Hearing: November 13, 2018

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	10/29/2018	Cover Memo

LEGAL NOTICE
TOWN OF NATICK
BOARD OF SELECTMEN

In accordance with the requirements of Massachusetts General Laws Chapter 40, Section 56, the Board of Selectmen will hold a Fiscal 2019 Property Tax Classification Hearing on Tuesday, November 13, 2018 at 7:00 p.m. in the Edward H. Dlott Meeting Room, Natick Town Hall, located at 13 East Central Street, Natick, Massachusetts.

The purpose of the public hearing is to consider the percentage(s) of the FY2019 tax levy to be borne by each class of taxable real and personal property.

All persons interested in this determination may appear and be heard at the time and place mentioned above. Anyone who would like to submit written comments should submit those comments to the Board of Selectmen, 13 East Central Street, Natick, MA 01760 (fax 508 647-6401) or Selectmen@natickma.org no later than noon on Wednesday, November 7, 2018.

Michael J. Hickey, Jr., Clerk

ITEM TITLE: Election Day Parking

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Free Voter Parking on Election Day	10/29/2018	Cover Memo

ELECTION DAY – FREE VOTER PARKING

1. All Meters on East Central Street
2. Meters on Washington Street (both sides) between East Central Street and Court Street
3. Kiosk spaces at Town Hall with a predetermined number of spaces reserved for Election workers assigned exclusively to the Morse Library.

All reserved election spaces would be for a maximum total of 1 hour only.

ITEM TITLE: Susan Peters: Interview for Appointment to the Council on Aging as a Full Member with Term to Expire on 6/30/2021

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Packet	10/23/2018	Cover Memo

Town of Natick

COUNCIL ON AGING

BOARD DETAILS

OVERVIEW

SIZE 11 Seats

TERM LENGTH 36 Months

TERM LIMIT

The Council on Aging Board is an advisory body with responsibility for advising and supporting the Director of the Council on Aging (the Director) and helping to establish and review the departments objectives.

The basic purpose of the Board is to:
A. Identify the total needs of Naticks elder population;
B. Educate town officials and residents regarding the needs and contributions of Naticks elders and encourage community support;
C. Establish both short-term and long-term goals and objectives in collaboration with the Director to meet identified needs;
D. Encourage collaboration with other agencies, and where appropriate appoint representatives to said agencies; and
E. Advocate with federal, state, local agencies and elected officials regarding legislative and budgetary issues affecting elders.

DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION WEBSITE

Town of Natick

COUNCIL ON AGING

BOARD ROSTER

ROBERTA A. CIARFELLA
2nd Term **Jul 01, 2017 - Jun 30, 2020**
Appointing Authority Board of Selectmen
Position Member

ANDREW D ESCHTRUTH
1st Term **Aug 21, 2017 - Jun 30, 2020**
Appointing Authority Board of Selectmen
Position Member

WILLIAM F GROME JR.
1st Term **Jul 12, 2016 - Jun 30, 2019**
Appointing Authority Board of Selectmen
Position Chair

JUDITH M KEEFE
1st Term **Aug 21, 2017 - Jun 30, 2020**
Appointing Authority Board of Selectmen
Position Member

HARRIET MERKOWITZ
2nd Term **Jul 01, 2016 - Jul 01, 2019**
Appointing Authority Board of Selectmen
Position Member

ELAINE B OSTROFF
1st Term **Jul 12, 2016 - Jun 30, 2019**
Appointing Authority Board of Selectmen
Position Member

SALVATORE PANDOLFO
2nd Term **Jul 01, 2017 - Jun 30, 2020**
Appointing Authority Board of Selectmen
Position Member

CONNIE PITT
1st Term **Oct 01, 2018 - Jun 30, 2021**
Appointing Authority Board of Selectmen
Position Member

VACANCY

VACANCY

VACANCY

Profile

Susan
First Name

B
Middle Initial

Peters
Last Name

sbp.volunteer@gmail.com
Email Address

46 Silver Hill Lane
Street Address

#3
Suite or Apt

Natick
City

MA
State

01760
Postal Code

What district do you live in? *

- [x] Precinct 1

Home: (508) 647-4996
Primary Phone

Mobile: (508) 335-7552
Alternate Phone

none
Employer

Job Title

Which Boards would you like to apply for?

Council on Aging: Submitted

Are you a registered voter in the Town of Natick?

(•) Yes ( ) No

Have you ever attended a Natick town meeting?

(•) Yes ( ) No

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

(•) Yes ( ) No

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

Commission on Disabilities 2013-present.

Interests & Experiences

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

I enjoy being an active participant through advocacy and volunteering. I am a firm believer in giving back to my community.

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

○ Yes ◉ No

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

I currently serve on my Board of Trustees at my Condo Association and have served as Chair, Vice-Chair, and Secretary over the past 16 years. I also serve on Braintree Rehab's Patient and Family Advisory Committee and I am a peer mentor there for people who have had a spinal cord injury.

Please list any professional affiliations.

None

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

Reading, painting, swimming, and people interaction as a whole..

Work_History_and_Background.doc

Upload a Resume

Work History and Background

Susan B. Peters

DOB: 10/14/1951

College: University of Maine (Gorham Campus) 1969-1973. Degree in Elementary Education.

Work History: Shawmut Bank (various positions, my last position was as Manager of the Consumer Affairs Division). 1973-1993.

In 1976 I suffered a Spinal Cord injury and as a result I am considered a quadriplegic however, I do have use of my arms and limited use of my hands. I continued to work for Shawmut Bank another 17 years.

In 1996 I purchase my condo in Natick and have enjoyed Natick life. In 1999 I ran for the Board of Trustees at my complex and, except for a 3 year period, I've been on the Board ever since. My various positions held have been Chair, Vice-Chair, and Secretary.

In 2012, I had a brief stay at Braintree Rehab Hospital (then a satellite location at Leonard Morse Hospital) after a broken leg. Once released, I started a new volunteer program and I would go up there once a week to play games, do crafts, and just talk to the patients. In 2013 I became a member of Braintree Rehab's Patient and Family Advisory Committee (PFAC). I am still on this committee and travel down to Braintree once a month.

In 2013 a Town Meeting Member, and neighbor of mine, suggested that I apply for a seat on The Commission on Disability. I have been a Commissioner ever since.

In short, I believe in making a difference when ever and where ever possible.

ITEM TITLE: Recreation & Parks Director: Approve Acceptance of Donations to Recreation & Parks Department from PATH (Parents' Association for the Handicapped, Inc.)

ITEM SUMMARY:
i. $11,346 for Camp Arrowhead Day & Residential Camper Fees & Tuition
ii. $5,000 for Camp Arrowhead Residential Camp Volunteer Fees
iii. $1,750 for Camp Arrowhead Residential Camp Golf Cart Rental (Reimbursement)
iv. $5,000 for Camp Arrowhead Nurse (Reimbursement)

ATTACHMENTS:

Description	Upload Date	Type
Memos-K. Partanen	9/26/2018	Cover Memo

Natick Recreation and Parks Department

"Create Community through People, Parks and Programs"

To: Amy Mistrot, Chair • Natick Board of Selectmen

cc: Melissa Malone, Town Administrator
Jemma Lambert, Director • Community Services

From: Karen Partanen, Director • Recreation and Parks Department

Date: September 18, 2018

Subject: Donation to Recreation and Parks Department

The Recreation and Parks Department received a check from **(PATH) Parents' Association for the Handicapped, Inc.**, in the amount of **$11,346.00** on **September 18, 2018** to offset the fees associated with **Camp Arrowhead Day and Residential Camp (21 campers) to cover fees-tuition.**

We are very grateful to receive this donation in order to enhance our recreational offerings to the Natick Community.

Thank you for considering acceptance of this donation. I am happy to attend a future meeting to discuss this in more detail.

179 Boden Lane • Natick, Massachusetts 01760 • Phone (508) 647-6530 • Fax (508) 647-6535 • Website www.natickma.gov/recreation

Natick Recreation and Parks Department

"Create Community through People, Parks and Programs"

To: Amy Mistrot, Chair • Natick Board of Selectmen

cc: Melissa Malone, Town Administrator
Jemma Lambert, Director • Community Services

From: Karen Partanen, Director • Recreation and Parks Department

Date: September 18, 2018

Subject: Donation to Recreation and Parks Department

The Recreation and Parks Department received a check from **(PATH) Parents' Association for the Handicapped, Inc.**, in the amount of **$5,000.00** on **September 18, 2018** to offset the fees associated with **Camp Arrowhead Residential Camp (CLP) Volunteers to cover camp fees.**

We are very grateful to receive this donation in order to enhance our recreational offerings to the Natick Community.

Thank you for considering acceptance of this donation. I am happy to attend a future meeting to discuss this in more detail.

179 Boden Lane • Natick, Massachusetts 01760 • Phone (508) 647-6530 • Fax (508) 647-6535 • Website www.natickma.gov/recreation

Natick Recreation and Parks Department

"Create Community through People, Parks and Programs"

To: Amy Mistrot, Chair • Natick Board of Selectmen

cc: Melissa Malone, Town Administrator
Jemma Lambert, Director • Community Services

From: Karen Partanen, Director • Recreation and Parks Department

Date: September 18, 2018

Subject: Donation to Recreation and Parks Department

The Recreation and Parks Department received a check from **(PATH) Parents' Association for the Handicapped, Inc.**, in the amount of **$1,750.00** on **September 18, 2018** to offset the fees associated with **Reimbursement for "Golf Cart" rental while at Camp Arrowhead Residential Camp.**

We are very grateful to receive this donation in order to enhance our recreational offerings to the Natick Community.

Thank you for considering acceptance of this donation. I am happy to attend a future meeting to discuss this in more detail.

179 Boden Lane • Natick, Massachusetts 01760 • Phone (508) 647-6530 • Fax (508) 647-6535 • Website www.natickma.gov/recreation

Natick Recreation and Parks Department

"Create Community through People, Parks and Programs"

To: Amy Mistrot, Chair • Natick Board of Selectmen

cc: Melissa Malone, Town Administrator
Jemma Lambert, Director • Community Services

From: Karen Partanen, Director • Recreation and Parks Department

Date: September 18, 2018

Subject: Donation to Recreation and Parks Department

The Recreation and Parks Department received a check from **(PATH) Parents' Association for the Handicapped, Inc.**, in the amount of **$5,000.00** on **September 18, 2018** to offset the fees associated with **Camp Nurse (Arrowhead) Reimbursement.**

We are very grateful to receive this donation in order to enhance our recreational offerings to the Natick Community.

Thank you for considering acceptance of this donation. I am happy to attend a future meeting to discuss this in more detail.

ITEM TITLE: Police Chief: Approve Safety Committee Recommendations

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Safety Committee Recommendations May-October 2018	10/25/2018	Cover Memo

TOWN OF NATICK
SAFETY COMMITTEE RECOMMENDATIONS

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER30A, SECTIONS 23A-23C

NATICK POLICE DEPARTMENT SAFETY COMMITTEE
MAY – OCTOBER 2018

AGENDA ITEM	RECOMMENDATION	DATE
Request to add Street Lights to Existing poles on Fox Hill Drive.	Committee VOTED to recommend to Board of Selectmen to add street lights to existing poles (# Lt Lauzon to get Pole Numbers)	June 12, 2018
Request to change address from 1284R Worcester Street to 33 Strathmore Road.	Committee VOTED to recommend to Board of Selectmen to hold a Public Hearing to change address from 1284R Worcester Street to 33 Strathmore Road).	June 12, 2018
Request to Change Address from 1225 Worcester Road to 1 & 3 Superior Drive.	Committee VOTED to recommend to Board of Selectmen Committee to hold Public Hearing to change address from 1225 Worcester Road to 1 Superior Drive (Marriott Hotel) and 3 Superior Drive (65+ Residence Building).	October 2, 2018
Request to eliminate an address of 15 High Street	Committee VOTED to recommend to Board of Selectmen to eliminate address of 15 High Street. Home was previously a two family with two addresses 76 Pond Street and 15 High Street, residence is now a single family home with distinctive front door on Pond Street.	October 2, 2018

AGENDA ITEM	RECOMMENDATION	DATE
Request to erect "NOT A THRU WAY" sign on Union Ave at Broads Ave.	Committee VOTED to recommend to Board of Selectmen to add NOT A THRU WAY sign on top of street sign to notify motorists that Broads Ave is not a through way.	October 2, 2018
Request to erect MUTCD STOP bar, STOP Sign and stenciled STOP	Committee VOTED to recommend to Board of Selectmen to erect MUTCD approved STOP Bar, STOP Sign and stenciled STOP at the following locations: • Southern End of Mainstone Road at Commonwealth Road • Indian Rock Road at Commonwealth Road • Saddle Brook Road at Commonwealth Road	October 2, 2018
Request to erect a "Deaf Child" sign in vicinity of 28 Bradford Street	Committee VOTED to recommend to Board of Selectmen to erect MUTCD approved sign in the vicinity of 28 Bradford Road in both directions alerting motorists of Deaf Child in area.	October 2, 2018
Request to Restrict Parking on School Street Extension.	Committee VOTED to recommend to Board of Selectmen to Restrict Parking on the west side of School Street Extension from East Street to 15 School Street Extension.	October 2, 2018

ITEM TITLE: Approve Request for Extension to Occupy a Public Way - Original Contracting 10/31-11/30/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request #3 & Police Recommendation	10/23/2018	Cover Memo
Request #2 Approval	10/23/2018	Cover Memo
Request #2 Police Recommendation	9/5/2018	Cover Memo
Request #2	8/30/2018	Cover Memo
Request #1 Approval	9/5/2018	Cover Memo
Request #1 & Police Recommendation	9/5/2018	Cover Memo

Patricia O'Neil <poneil@natickma.org>

10-20 Main Street exterior brickwork extension

4 messages

Thomas Kelly <tom@originalcontracting.com> Thu, Oct 11, 2018 at 11:51 AM
To: Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>
Cc: Adrian Neerayah <adrian@originalcontracting.com>, Scott Kelly <scottkelly@originalcontracting.com>

Hi Donna and Patricia,

Concerning our repair work to the exterior brickwork at 10-20 Main Street in Natick. Because of the continued rain over the past month, we are requesting a one month extension to complete this work. If possible we would like an extension until November 30th to complete the work.

Thanks for your consideration. Please let us know if you have any questions or need any additional information.

Thanks

Tom

Thomas Kelly
Owner
Original Contracting, LLC
508-366-7888
www.originalcontracting.com
ORIGINAL CONTRACTING LLC

Patricia O'Neil <poneil@natickma.org> Thu, Oct 11, 2018 at 12:08 PM
To: Brian Lauzon <lauzon@natickpolice.com>

Brian, can I get a recommendation from you? They are looking to extend for another month.
[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

Brian Lauzon <lauzon@natickpolice.com> Sat, Oct 13, 2018 at 12:44 AM
To: Patricia O'Neil <poneil@natickma.org>

Trish,

We would Recommend approval. I also would recommend that the contractor find private off street parking for his employees and equipment as we start approaching the holiday shopping season. Currently they have been taking on-street public spaces in the downtown area and I am starting to get get concerns from the local business owners through our civilian parking enforcement officers. Lastly, I would recommend that the Board consider looking at this as a final extension as we will be heading into the winter months and this work and equipment could impact the Town's ability when it comes to snow removal and safe pedestrian and vehicle passage through the area.

Respectfully submitted,

Lt. Brian G. Lauzon
[Quoted text hidden]

Patricia O'Neil <poneil@natickma.org> Mon, Oct 15, 2018 at 10:32 AM
To: Thomas Kelly <tom@originalcontracting.com>

Tom, we can put this on the 10/29 agenda for the selectmen's consideration. The police department is going to recommend that you find private off-street parking for yourself and your employees and equipment as we will be approaching the holiday shopping season and since some concerns have been raised about the extended use of on-street parking in public spaces. The police department is also going to recommend that this be the final extension since we will be entering the winter months and and snow removal and safe pedestrian and vehicle passage could become a problem. You might want to plan on attending the 10/29 meeting to answer any questions the selectmen may have.
[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

Town of Natick
Massachusetts 01760
Home of Champions

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

September 10, 2018

Tom Kelly
Original Contracting, LLC
10 Old Flanders Road
Westboro, MA 01581
tom@originalcontracting.com

Dear Mr. Kelly:

Please be advised that at their meeting of September 6, 2018, the Board of Selectmen approved your request for an extension to occupy the public way to perform repairs to the exterior of the Fair and Yeager building at 10-20 Main Street. Your original request was for staging, safety nets, and signage for the staging on Court and Main Streets between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, starting on July 30th and ending on August 31st, 2018. Your most recent request adds the area between 10-20 Adams Street and extends the time period until October 30, 2018. This approval is conditioned upon the following:

1. Submission of a certificate of liability insurance naming the Town of Natick as an additional insured.
2. Submission of a signed and notarized indemnification agreement (attached).
3. Compliance with all conditions imposed by the Police Department, including
    a. that the pedestrian walkway beneath the staging is lighted at night,
    b. that pedestrian access be safely maintained throughout the period the staging is on location,
    c. and that a police detail officer be hired by you when the staging is being removed.

Sincerely,

Trish O'Neil

Trish O'Neil
Executive Assistant

cc: Chief James Hicks, Police
Lt. Brian Lauzon, Police
Chief Michael Lentini, Fire
Artie Fair, Fair and Yeager

Patricia O'Neil <poneil@natickma.org>

Original Contracting Extension Request

2 messages

[redacted]

[redacted]

[redacted]

Brian Lauzon <lauzon@natickpolice.com> Tue, Sep 4, 2018 at 12:00 PM
To: Patricia O'Neil <poneil@natickma.org>

Trish,

Regarding this request, I originally recommended that the BOS approve this with the understanding that the structures and equipment associated with this work be removed from the area in advance of Natick Days (Saturday 9/8, Sunday 9/9-rain date.) I know that a permit has been issued to the Natick Days Committee to use Adams Street between Court Street and South Avenue. By leaving this set up on the street it may interfere with any plans Natick Days may have for the use of the street. My recommendation is that the contractor remove as much of his equipment off site until after Sunday 9/9 and then be allowed to put it back on Monday 9/10. I would also recommend that any new permits have an end date that corresponds with other road opening permits that the DPW issues, which I believe is usually November 15th.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

From: Thomas Kelly
Sent: Tuesday, August 28, 2018 8:21 AM
To: Donna Donovan <ddonovan@natickma.org>
Cc: Adrian Neerayah (adrian@originalcontracting.com) <adrian@originalcontracting.com>
Subject: RE: Original Contracting request to Selectmen

Hi Donna,

Concerning our repair work to the exterior brickwork at 10-20 Main Street in Natick. Because the materials that were needed to complete the job took much longer to come in that was expected, and because of the unusually high number of days with rain in the past month, we are requesting a two month extension to complete this work. We will be taking the staging down for Natick days and we would like to put it up again after Natick days is over. We would also like to extend the streets to include Adams street when we put the staging back up.

Thanks for your consideration.

Patricia O'Neil **<poneil@natickma.org>** Aug 28 (2 days ago)

to Thomas

Tom, we will need start and end dates. And just a portion of Adams or the entire street? Your request will have to go on another agenda for the selectmen to review.

2 Attachments

Thomas Kelly **via** **netorg576167.onmicrosoft.com** Aug 28 (2 days ago)

to me, Adrian

Hi Trish,

The dates would be September 4th through October 30th. We would just need the Area 10-20 portion of Adams Street. Please let me know if you need anything else from us.

Thanks

Town of Natick
Massachusetts 01760
Home of Champions

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

July 24, 2018

Tom Kelly
Original Contracting, LLC
10 Old Flanders Road
Westboro, MA 01581
tom@originalcontracting.com

Dear Mr. Kelly:

Please be advised that at their meeting of July 23, the Board of Selectmen approved your request to occupy the public way with staging, safety nets, and signage for the staging on Court and Main Streets between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, starting on July 30th and ending on August 31st, 2018 to perform repairs to the exterior of the Fair and Yeager building at 10-20 Main Street. This approval is conditioned upon the following:

1. Submission of a certificate of liability insurance naming the Town of Natick as an additional insured.
2. Submission of a signed and notarized indemnification agreement (attached).
3. Compliance with all conditions imposed by the Police Department, including
    a. that the pedestrian walkway beneath the staging is lighted at night,
    b. that pedestrian access be safely maintained throughout the period the staging is on location,
    c. and that a police detail officer be hired by you when the staging is being erected and again when it is being removed.
4. As above, **the staging must be removed from the site no later than August 31st** in order that preparations can be made for the Town's annual Natick Days event.

Sincerely,

Trish O'Neil

Trish O'Neil
Executive Assistant

cc: Chief James Hicks, Police
Lt. Brian Lauzon, Police
Chief Michael Lentini, Fire

Donna Donovan <ddonovan@natickma.org>

Re: Original Contracting request to Selectmen

1 message

Brian Lauzon <lauzon@natickpolice.com> Tue, Jul 17, 2018 at 12:35 PM
To: Donna Donovan <ddonovan@natickma.org>

Donna,

After reviewing we would recommend approval with the understanding that in addition to the safety nets and signage for the staging, that the pedestrian walk-way beneath the staging be lighted at night. Also, pedestrian access needs to be safely maintained 24/7 throughout the time period that the staging is on location, and a police detail officer be hired by the applicant when the staging is being erected and then again when it is removed. Lastly, I am recommending that the staging be removed from the site no later than August 31st as Natick Days is the following Saturday.

Respectfully,

Lt. Brian G. Lauzon

On Tue, Jul 17, 2018 at 11:04 AM, Donna Donovan <ddonovan@natickma.org> wrote:

> Hi Brian,
>
> I am hoping to put this on Monday's agenda.
>
> Donna Donovan
> Senior Executive Assistant
> Town of Natick
> 508-647-6410
>
> ---------- Forwarded message ----------
> From: **Thomas Kelly** <tom@originalcontracting.com>
> Date: Mon, Jul 16, 2018 at 7:05 AM
> Subject: Original Contracting request to Selectmen
> To: "ddonovan@natickma.org" <ddonovan@natickma.org>
>
> Board of Selectmen
> Town of Natick
>
> **To Whom it may concern**
>
> Original Contracting LLC of 10 Old Flanders Rd., Westboro, Ma, 01581 has been contracted by Fair and Yeager insurance of 10-20 Main Street, Natick to do repairs to the exterior of the building, which would entail us to utilize the sidewalk on Court Street and Main Street between the hours of 7am – 6pm Monday to Saturday with a proposed start date of July 30th, 2018 and end date of September 7th, 2018.
>
> We are hereby seeking permission to use the sidewalk on Court Street and Main Street to have staging with safety nets and signs. The sidewalk will still be able to be used. All safety measures will be adhered to.
>
> Please let me know if there is any other information you need me to provide.
>
> Yours Truly,
>
> Tom Kelly

Thomas Kelly
Owner
Original Contracting, LLC
508-366-7888
www.originalcontracting.com
ORIGINAL CONTRACTING LLC

ITEM TITLE: Procurement Officer: Approve Contracts

ITEM SUMMARY:

i. Fitness Training
ii. Supervisory Control and Data Acquisition (SCADA)
iii. West Natick Fire Station-Second Amendment to Owner/Architect Agreement
iv. Streetlight Maintenance Services-Second Renewal
v. On-Call Electrical Services-Second Renewal
vi. Sassamon Trace Golf Course-Replacement of Pump Heads
vii. Navy Yard Park Construction
viii. DPW Pit Storage Building-Installation of Overhead Doors

ATTACHMENTS:

Description	Upload Date	Type
Fitness Training	10/23/2018	Cover Memo
SCADA	10/23/2018	Cover Memo
West Natick Fire Station-Architect	10/23/2018	Cover Memo
Street Light Maintenance	10/23/2018	Cover Memo
On-Call Electrical Services	10/23/2018	Cover Memo
Sassamon Trace Pump Heads	10/23/2018	Cover Memo
Navy Yard	10/23/2018	Cover Memo
Navy Yard-Addendum 1	10/23/2018	Cover Memo
Navy Yard-Appendix C ASTM	10/23/2018	Cover Memo
Navy Yard-Expansion Joint Locations	10/23/2018	Cover Memo
Navy Yard-Bid Cataldo	10/23/2018	Cover Memo
Navy Yard Drawings-Part 1	10/23/2018	Cover Memo
Navy Yard Drawings-Part 2	10/23/2018	Cover Memo
Navy Yard Drawings-Part 3	10/23/2018	Cover Memo
Navy Yard Project Manual	10/23/2018	Cover Memo
DPW Pit Building Doors	10/24/2018	Cover Memo

TOWN OF NATICK
MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone – Natick Town Administrator
William D. Chenard – Deputy Town Administrator, Operations
Jemma Lambert, Director, Natick Community Services
Susan Ramsey, Director, Natick Council on Aging

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: October 1, 2018

SUBJECT: **CONTRACT AWARD**
Fitness Training

Pursuant to Massachusetts General Laws Chapter 30B, Section 4, the Town of Natick solicited written quotes, subject to a written purchase description, for fitness training services for the Council on Aging in Natick. As required by the statute, three (3) firms were solicited. The Town received one (1) quote in response. See attached.

The lowest quote received, in the amount of $15,000.00 for the specified, was submitted by Metrowest YMCA, 280 Old Connecticut Path, Framingham, MA 01701.

The Town has reviewed the quote submitted by Metrowest YMCA, and has determined that said entity is responsive and responsible.

Based upon the foregoing, the Town recommends that the Natick Board of Selectmen award a contract to Metrowest YMCA, in the amount of fifteen thousand dollars and zero cents ($15,000.00).

The funding to cover the additional sums comes from the following sources:

Funding Sources: ($15,000.00) – Community Services/Council on Aging Budget

General Fund: 0154102-529000 - $3,750.00
State Formula Grant: 303719-528800 - $3,750.00
Community Education Revolving Fund: 20095-528800 - $7,500.00

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Procurement Process – Fitness Training

Date: September 19, 2018

In August, 2018, I received a procurement request for fitness training services for the Natick Community Senior Center/Council on Aging.

The requisite statutory reference governing procurements of non-exempt services estimated to cost between $10,000 and $50,000 is found in M.G.L. c. 30B, §4, which provides in relevant part:

(a) Except as permitted pursuant to this section and section 7, for the procurement of a supply or service in the amount of $10,000 or greater, but not more than $50,000, a procurement officer shall seek written quotations from no fewer than 3 persons customarily providing the supply or service. The procurement officer shall record: (1) the names and addresses of all person from whom quotations were sought, (2) the purchase description used for the procurement, (3) the names of the persons submitting quotations and (4) the date and amount of each quotation. Such information shall be retained in the file required pursuant to section 3. A governmental body may require that any procurement in an amount of not more than $50,000 be subject to section 5.

(b) The procurement officer shall award the contract to the responsible person offering the needed quality of supply or service at the lowest quotation.

WRITTEN PURCHASE DESCRIPTION:

Susan Ramsey, the Council on Aging Director, provided me with the scope of services below:

> *The Natick Council on Aging of the Town ("the Town") is seeking a qualified vendor to deliver Muscle Building fitness classes. The Successful Quoting Party will have the ability to offer differing levels of intensity and instruction to ensure that the Town is able to meet the needs of the Town's Council on Aging. This will include offering separate programs (3) that are focused on older adults sixty (60) years of age and older and promote active healthy aging. Additionally, it is expected that the Successful Quoting Party will be able to present programs that will encourage and promote cardio vascular*

and strength training. Programs will be open to all adult members of the community. Class attendance may range from eight (8) to sixty (60) people.

Group Fitness Instruction Requirements

• *The Successful Quoting Party shall teach up to six (6) muscle building fitness programs; at least four (4) of these must be a moderate to high Intensity program and two programs aimed at low to moderate intensity.*

• *Each session shall meet for one (1) hour the following days/times:*

Tuesday & Thursday at 10:00 A.M., 11:15 A.M. & 5:30 P.M.

• *The Successful Quoting Party Provider shall be able to teach a minimum of three hundred (300) classes annually.*

• *The Successful Quoting Party shall maintain current AED/CPR certification and certification from a nationally recognized organization as a Certified Fitness Trainer in addition to evidence of Professional Liability Insurance (1 million limit).*

• *The Successful Quoting Party shall have five (5)+ years' experience in leading group fitness instruction to individuals sixty (60) years of age or older.*

• *The Successful Quoting Party shall have experience teaching in a senior center or comparable setting.*

REQUIRED ELEMENTS

Each Quoting Party shall also include with its quote the following, which explains:

1. *The approach and plan to provide the required group fitness programs including details explaining how the Quoting Party plans to serve seniors with a range of physical and cognitive abilities;*
2. *Years of experience for Fitness Instruction Services in a Senior Center setting;*
3. *Relevant certifications and evidence of insurance;*
4. *List of other Council on Aging clients;*
5. *List of three (3) References*
6. *A completed quote form (attached), including price.*

SOLICITED FIRMS:

On August 27, 2018, I used the Request for Quotes and its purchase description to solicit three (3) entities/individuals for written quotes. Firms solicited for written quotes, per Ms. Ramsey's instructions, at the emails shown below, were:

1. MetroWest YMCA
   Attn: Jeanne Sherlock
   Chief Operating Officer
   280 Old Connecticut Path
   Framingham, MA 01701
   jsherlock@metrowestymca.org
   508-879-4420

2. Lin Hultgren
   60 Esther Street
   Worcester, MA 01607
   linhultgren@gmail.com
   508-754-8547

3. Jane Golder
   5 Oakwood Court
   Framingham, MA 01701
   getfitwithjane@gmail.com
   508-877-9234

Quotes were ultimately due no later than 11:00 A.M. local time on September 19, 2018.

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

1. On September 18, 2018, Metrowest YMCA, at the above address, submitted a quote of fifteen thousand dollars and zero cents ($15,000.00) to perform the required services.

2. On August 27, 2018, Lin Hultgren, at the above address, replied that she would not be submitting a quote, due to scheduling conflicts.

3. Jane Golder, at the above address, did not quote or respond, despite a message left at her telephone number.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF
FITNESS TRAINING SERVICES

This Contract is made as of 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"), and Metrowest YMCA, Inc., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 280 Old Connecticut Path, Framingham, MA 01701 (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 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 fitness training services in the Town of Natick, as described in the Request for Quotes for Fitness Training Services ("RFQ"), which is attached hereto and incorporated herein by reference.

2. Standard of Care

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

3. Term

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

4. Incorporation of the RFQ/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Quote 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 RFQ (if any)
Fourth Priority:	RFQ

Fifth Priority: Contractor's Quote.

5. Payment

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

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

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

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

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

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

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

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

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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

a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of $1,000,000/$1,000,000/$1,000,000.

b. Commercial General Liability Insurance, $1,000,000 each occurrence and $2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of $1,000,000.

d. Professional Liability Insurance, $1,000,000 each occurrence/$1,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.

e. Excess Liability Insurance, Umbrella Form - $1,000,000 each occurrence and $1,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability

insurance, and employer's liability under workers' compensation insurance.

f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

g. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company 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 termination thereof.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law,

the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

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

11. Familiarity with Area of Work

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

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled 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 rendering services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's 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 performance.

19. Termination

a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

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

c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.

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

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

In the event of termination, the Contractor shall be entitled to be paid for services

rendered in accordance with this Contract prior to termination.

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

20. Notices

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

If to the Town:	Melissa A. Malone Town Administrator Natick Town Hall 13 East Central Street Natick, MA 01760
With a copy to:	Karis L.North, Esq. Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410 Quincy, MA 02169
If to the Contractor:	President Metrowest YMCA, Inc. 280 Old Connecticut Path Framingham, MA 01701.

21. Miscellaneous Provisions

a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or

indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.

d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Quote 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 Quote 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 shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

p. This Contract may be amended only by written consent of the parties.

q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.

r. 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 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 THE PROCUREMENT OF
FITNESS TRAINING SERVICES

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: _____

_____
(Printed Name of Contractor

by:

_____
Signature

_____
Printed Name

_____
Printed Title

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.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

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

_____ Dated: _____
Karis L. North, Esq.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF
FITNESS TRAINING SERVICES

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
QUOTE FORM

The undersigned Quoting party hereby submits a quote for the procurement of Fitness Training services in Natick.

The undersigned Quoting party acknowledges addenda numbered _____ (list all addenda, i.e., 1, 2, 3, etc.)

Printed Name of Quoting party:
MetroWest YMCA

Address: 280 Old Connecticut Path
Framingham, MA 01701

Total lump sum fee: Fifteen Thousand dollars and zero cents (Write out in both words and numbers.) $15,000

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

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

The Quoting party has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of

the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Quotes. The Quoting party understands that the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

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

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

The Town intends to award one (1) contract, if at all, to the responsible and responsive party providing the lowest overall quote to provide the services enumerated in this RFQ.

Authorized Signature

Richard MacPherson

Printed Name

President & CEO

Printed Title

9 | 14 | 18

Date

Full Legal Name MetroWest YMCA

Officers of Corporation and Addresses

Anne Madara Board Chair - 17 Delmar Ave. Framingham, MA

Chris Connolly Vice Chair - 500 Worcester Rd, Framingham, MA

Dan Romano Treasure - 150 Royall Street, Suite 102, Canton, MA

Joya Casey Clerk - 280 Old Conn Path, Framingham MA

State of Incorporation Massachusetts

Principal Place of Business Framingham and serving The towns of Natick, Sudbury, Ashland, Hopkinton, Holliston, Wayland & Sherborn

Tel. 508.879.4420

Qualified in Massachusetts **Yes** X **No** ____

Principal Place of Business in MA Framingham

American Council on Exercise

This certificate attests that

KATRINA DRYJA LADD

has met all the requirements of the American Council on Exercise to develop and implement fitness programs for individuals who have no apparent physical limitations or special medical needs.

CERTIFIED PERSONAL TRAINER

SINCE 2011

CHIEF SCIENCE OFFICER

8/31/2019

VALID THROUGH

Menu

Jesse H. Potter

ACSM ID #	655300
Type	X Undergrad Student
Paid through	10/31/2010

My Company

Company Name

Click the button to rejoin ACSM

Rejoin ACSM

MemberCard

About Me | My Participation | My Chapters | My Journals | Preferences | Dues Payment History | Meeting Payment History | My CECs/CMEs History | Meeting Credit Verification | My Certifications | My Communities

My Certifications

Certification	Effective Date	Thru Date	Renew
ACSM Certified Exercise Physiologist	7/28/2009	12/31/2018	RENEW NOW

In order to maintain the EIM Credential, you must maintain your NCCA or ANSI/ISO 17024-accredited certification.

West
3233
Fax:

RSS

American College of Sports Medicine

has conferred upon

Leslie Schofield

ACSM Certified Personal Trainer

Having fulfilled the requirements established by the
Committee on Certification and Registry Boards of the American College of Sports Medicine.

1015900

Certification Number

June 11, 2010

Certification Date

December 31, 2019

Recertification Due Date

644885

ACSM Identification Number

AMERICAN COLLEGE OF SPORTS MEDICINE • FOUNDED 1954 • ®

William F. Simpson, Ph.D., FACSM
Chair, Committee on Certification and
Registry Boards, ACSM

James R. Whitehead
ACSM Executive Vice President

Athletics and Fitness Association of America

This certificate has been awarded to

Leslie Schofield

for completion of the following course

Primary Group Exercise Certification

1180175500	3/6/2018	3/6/2020
Certificate Number	Awarded On	Expires On

AFAA

President and General Manager

Addenda 3

Town of Natick Quote Form

Corporations Division

Business Entity Summary

ID Number: 042281530

Request certificate New search

Summary for: METROWEST YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

The exact name of the Nonprofit Corporation: METROWEST YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

The name was changed from: METROWEST YMCA, INC. **on** 06-23-2016
The name was changed from: REGIONAL YOUNG MEN'S CHRISTIAN **on** 06-29-1999

Entity type: Nonprofit Corporation

Identification Number: 042281530 **Old ID Number:** 000000425

Date of Organization in Massachusetts:
10-20-1960

Last date certain:

Current Fiscal Month/Day: / **Previous Fiscal Month/Day:** 00/00

The location of the Principal Office in Massachusetts:

Address: 280 OLD CONNECTICUT PATH

City or town, State, Zip code, Country: FRAMINGHAM, MA 01701 USA

The name and address of the Resident Agent:

Name:

Address:

City or town, State, Zip code, Country:

The Officers and Directors of the Corporation:

Title	Individual Name	Address	Term expires
PRESIDENT	RICHARD A MACPHERSON	21 WINDSOR CIRCLE JEFFERSON, MA 01522 USA	09-30-2023
TREASURER	DAN ROMANO	10 FOOTHILL ROAD FRAMINGHAM, MA 01702 USA	05-30-2019
CFO	SEAN M MCGOURTY	47 LAMPLIGHTER DRIVE SHREWSBURY, MA 01545 USA	05-30-2019
CLERK	JOYA E CASEY	31 VAILLENCOURT DRIVE FRAMINGHAM, MA 01701 USA	05-30-2019
CHAIR,	ANNE MADARA	17 DELMAR AVENUE FRAMINGHAM,	05-30-

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Town of Natick
Request for Quotes: Quote for Fitness Training Services

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

Submitted by Lauren Hanley, Director of Health Integration
laurenhanley@metrowestymca.org
508.879.4420 ext. 239

Introduction

It is with great pleasure that the MetroWest YMCA submits this quote to provide services to the Town of Natick to deliver Muscle Building fitness classes. The Y is a cause driven charitable organization that is for youth development, healthy living and social responsibility. For more than 57 years we have helped members of the community improve their health and well-being while building a stronger sense of community.

Our programs are focused on developing and promoting activities that address and prevent health conditions. We provide classes and strength training to adults and seniors with a variety of abilities. For example we run the evidence-based LIVESTRONG at the YMCA for cancer survivors and their families to help regain strength following cancer treatments. We also have a Parkinson's Disease and Wellness Program which provides exercise routines for those with Parkinson's disease, MS or other neuromuscular conditions. We also offer evidence-based falls prevention classes, proven to reduce risks of falls in seniors.

We have the ability to offer differing levels of intensity and instruction to help the town meet the needs of the Town's Council on Aging. Over the past year we have successfully partnered with the Town to provide personal training, small group training and fitness orientations 8 hours per week.

Nationally the YMCA is recognized as a leader in the field of health and wellness and the MetroWest YMCA has locally lead the charge to improve the health and well-being of the MetroWest community. This response to the RFQ outlines in more detail our knowledge, skills and approach to support the Town of Natick in its efforts to provide quality services to seniors in the community.

1. **Approach and plan to provide the required group fitness programs including details explaining how the Y will serve seniors with a range of physical and cognitive abilities.**

Healthy living is one of the pillars of strong families and communities. The Y offers quality services delivered by certified and trained professionals that supports seniors to maintain a high quality of life and healthy lifestyle.

We understand the commitment and have the knowledge needed to help seniors meet their wellness goals. We possess a robust staff of personal trainers and group exercise instructors who work with seniors on a regular basis. In addition to over 10 part time staff who work specifically with seniors weekly, we have 40 other part time staff with exercise knowledge for all fitness levels and 5 full-time fitness professionals who have worked with seniors as well. With our extensive staff, we are able to successfully teach a minimum of three hundred classes annually at the Center to fulfill the requirements of the RFQ.

We are trained and certified in a variety of evidence-based classes that have helped shape our understanding how to work with people with different physical and cognitive abilities and needs. The Y's staff is trained on being inclusive, teaching to all fitness and age levels as well as how to respond in emergency situations. All staff are **required** to hold a national certification as well as current CPR, AED and First Aid certifications. And prior to getting hired, our staff go through extensive reference and background checks.

In addition to our Y's extensive history teaching fitness classes to individuals 60 years and older, for the past several years we have operated evidence-based falls prevention classes for seniors, both within our own facilities as well as at different locations in the community including Natick Community and Senior Center, Callahan Senior Center in Framingham and the Edward M. Kennedy Community Health Center, to name a few.

To meet the requirements of the RFQ we will teach up to six muscle building programs, with at least four of these moderate to high intensity programs including muscle building, chair aerobics, bands and advanced bands classes. We can create workout routines for individuals in the fitness center as we have at the Natick Center with the orientations for the past year. The Y staff can also create opportunities in the small group training room. They have knowledge and expertise of how to use the equipment available and experience with the circuit format that the room is best for. Finally our staff has experience teaching large group exercise in both a studio and gym setting. Many instructors have experience teaching chair aerobics. With our large staff, we will teach one hour classes on the following days and times: Tuesdays and Thursdays at 10AM, 11:15AM and 5:30PM. We can also be flexible and adjust the schedule during the contract period to any day and/or time is best for the Center in order to meet the community needs.

2. **Years of experience for Fitness Instruction Services in a Senior Center setting**

The instructors currently teaching the three senior fitness classes all have at least 10 years of experience teaching in a senior setting.

3. **Relevant certifications and evidence of insurance.**

Please see attached addenda 1 with the certificate of proof of insurance. Certifications are attached in addenda 2 for instructors: Catherine DeMello, Katrina Ladd, Jesse Potter, and Leslie Schofield who will be assigned to this programs outlined in this RFQ. Should we use additional instructors, we will provide relevant certificates as needed.

4. **List of other Council on Aging Clients**

Paula Geller- Programs Manager- Council on Aging/Callahan Senior Center

5. **List of three references:**

Paula Kaminow- Vice-President, Framingham Operations
Edward M. Kennedy Center
354 Waverly Street, Framingham, MA, 01702
Paula.Kaminow@kennedychc.org

Paula Geller- Programs Manager
Council on Aging/Callahan Senior Center
535 Union Avenue
Framingham, MA 01702
508-532-5980
pgeller@framinghamma.gov

Suzanne Garcia- Framingham Housing Authority
Resident Service Coordinator
1 John J. Brady Dr.
Framingham, MA. 01702
508-879-7562 ext. 234

6. A completed quote form, including price

Please see attached addenda 3 for the completed quote form.

Addenda 1.

Certificate of Insurance

METRO-9

OP ID: KR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/12/2018

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.

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 508-620-6200
Fitts Insurance Agency, Inc.
2 Willow Street, Suite 102
Southborough, MA 01745-1020
George Hulme

CONTACT NAME: Jodi Colena
PHONE (A/C, No, Ext): 508-620-6200 FAX (A/C, No): 508-481-0227
E-MAIL ADDRESS: JColena@FittsInsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : U S Fire Insurance	21113
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Metrowest YMCA, Inc.
280 Old Connecticut Path
Framingham, MA 01701

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			5038522074	01/01/2018	01/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			1337426946	01/01/2018	01/01/2019	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			5821093053	01/01/2018	01/01/2019	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 100000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		408-733455-6	03/31/2018	03/31/2019	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER TOWNNAT

Town of Natick
Council on Aging
117 East Central Street
Natick, MA 01760

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

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Addenda 2

Relevant Certificates of Trainers:

Catherine DeMello

Katrina Ladd

Jesse Potter

Leslie Schofield

NASM

NATIONAL ACADEMY OF SPORTS MEDICINE

Certificate

1601255712

this certificate has been awarded to:

Catherine DeMello

for completion of the following course:

Certified Personal Trainer

National Academy of Sports Medicine

NASM

Board of Certification

CERTIFIED

NASM-CPT

6/13/2016

Awarded On

6/13/2018

Expires On

Town of Natick
Natick, Massachusetts

Request for Quotes

for

the Procurement of Fitness Training Services

QUOTES DUE:
September 19, 2018, 11:00 A.M. LOCAL TIME
Late Quotes Will Be Rejected

DELIVER COMPLETED QUOTES TO:

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

I. INTRODUCTION

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), solicits quotes for Fitness Training services in Natick. For a full description of the scope of services, please refer to Section II (A) of the Request for Quotes ("RFQ").

Each Quoting party's quote marked, marked "Quote for Fitness Training Services," will be received until **11:00 A.M. local time, September 19, 2018,** will be received at this address:

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

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

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

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

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

II. BACKGROUND

The Town solicits Quotes from qualified firms or individuals for the procurement of Fitness Training services in the Town of Natick (the "Project").

A. Scope of Services

The Natick Council on Aging of the Town ("the Town") is seeking a qualified vendor to deliver Muscle Building fitness classes. The Successful Quoting Party will have the ability to offer differing levels of intensity and instruction to ensure that the Town is able to meet the needs of the Town's Council on Aging. This will include offering separate programs (3) that are focused on older adults sixty (60) years of age and older and promote active healthy aging. Additionally, it is expected that the Successful Quoting Party will be able to present programs that will encourage and promote cardio vascular and strength training. Programs will be open to all adult members of the community. Class attendance may range from eight (8) to sixty (60) people.

Group Fitness Instruction Requirements

- The Successful Quoting Party shall teach up to six (6) muscle building fitness programs; at least four (4) of these must be a moderate to high Intensity program and two programs aimed at low to moderate intensity.
- Each session shall meet for one (1) hour the following days/times:
  Tuesday & Thursday at 10:00 A.M., 11:15 A.M. & 5:30 P.M.
- The Successful Quoting Party Provider shall be able to teach a minimum of three hundred (300) classes annually.
- The Successful Quoting Party shall maintain current AED/CPR certification and certification from a nationally recognized organization as a Certified Fitness Trainer in addition to evidence of Professional Liability Insurance (1 million limit).
- The Successful Quoting Party shall have five (5)+ years' experience in leading group fitness instruction to individuals sixty (60) years of age or older.
- The Successful Quoting Party shall have experience teaching in a senior center or comparable setting.

REQUIRED ELEMENTS

Each Quoting Party shall also include with its quote the following, which explains:

1. The approach and plan to provide the required group fitness programs including details explaining how the Quoting Party plans to serve seniors with a range of physical and cognitive abilities;
2. Years of experience for Fitness Instruction Services in a Senior Center setting;
3. Relevant certifications and evidence of insurance;
4. List of other Council on Aging clients;
5. List of three (3) References
6. A completed quote form (attached), including price.

B. Successful Quoting Party's Personnel

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

The Successful Quoting 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 Quoting party will update this list whenever there is a change in personnel.

III. COMPLIANCE WITH LAWS

The Successful Quoting 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 Quoting 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 Quoting 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 RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the successful Quoting 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 Quoting party shall assume the indemnification responsibilities described in the Contract which is a part of this RFQ and is incorporated herein by reference.

VI. INDEPENDENT CONTRACTOR STATUS

The Successful Quoting party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Quoting 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 Quoting party who is performing services under any Contract awarded by the Town of Natick, the Successful Quoting 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 Quoting party's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Quoting party to provide such information to the Town, the Successful Quoting 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 mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Quoting party is prohibited on Town of Natick property which is the subject matter of this RFQ and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Quoting 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 Quoting party shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Quoting 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 Quoting 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.

TOWN OF NATICK
QUOTE FORM

The undersigned Quoting party hereby submits a quote for the procurement of Fitness Training services in Natick.

The undersigned Quoting party acknowledges addenda numbered _____ (list all addenda, i.e., 1, 2, 3, etc.)

Printed Name of Quoting party:

_____

Address: _____

_____

_____

Total lump sum fee: _____ dollars and _____cents (Write out in both words and numbers.)

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

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

The Quoting party has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of

the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Quotes. The Quoting party understands that the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

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

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

The Town intends to award one (1) contract, if at all, to the responsible and responsive party providing the lowest overall quote to provide the services enumerated in this RFQ.

_____

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
FORM OF CONTRACT

(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF
FITNESS TRAINING SERVICES

This Contract 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"), and _____, a _____ organized under the laws of _____, 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, regarding the 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 fitness training services in the Town of Natick, as described in the Request for Quotes for Fitness Training Services ("RFQ"), which is attached hereto and incorporated herein by reference.

2. Standard of Care

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

3. Term

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

4. Incorporation of the RFQ/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Quote 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 RFQ (if any)
Fourth Priority:	RFQ

Fifth Priority: Contractor's Quote.

5. Payment

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

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

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

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

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

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

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

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

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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

a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of $1,000,000/$1,000,000/$1,000,000.

b. Commercial General Liability Insurance, $1,000,000 each occurrence and $2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of $1,000,000.

d. Professional Liability Insurance, $1,000,000 each occurrence/$1,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.

e. Excess Liability Insurance, Umbrella Form - $1,000,000 each occurrence and $1,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability

insurance, and employer's liability under workers' compensation insurance.

f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

g. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company 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 termination thereof.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law,

the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

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

11. Familiarity with Area of Work

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

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled 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 rendering services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's 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 performance.

19. Termination

a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

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

c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.

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

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

In the event of termination, the Contractor shall be entitled to be paid for services

rendered in accordance with this Contract prior to termination.

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

20. Notices

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

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

With a copy 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 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 Quote 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 Quote 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 shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

p. This Contract may be amended only by written consent of the parties.

q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.

r. 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 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 THE PROCUREMENT OF
FITNESS TRAINING SERVICES

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: _____

Metrowest YMCA, Inc.

by:

_____
Signature

_____
Printed Name

_____
Printed Title

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.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

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

_____ Dated: _____
Karis L. North, Esq.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF
FITNESS TRAINING SERVICES

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: Melissa A. Malone, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
Anthony Comeau, Supervisor, Water & Sewer Division, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: September 28, 2018

SUBJECT: CONTRACT AWARD
SCADA

On September 25, 2018, sealed bids were received, pursuant to M.G.L. c. 30B, §5, in response to the Town of Natick's IFB for As Needed and On Call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services. Bids were received from one (1) bidder. (See attached.)

The lowest bid was received from Wright-Pierce, which is also the incumbent vendor in the current three (3) year contract. It submitted the following prices: $135.00/hr. in the first year of the three-year contract for the main bid work; $137.50/hr. in the second year of the three-year contract for the main bid work; and $140.00/hr. in the third year of the three year contract for the main bid work; with mileage being compensated at $.55/mile, and with 1.5 times the above rates for providing services on weekends and legal holidays.

After reviewing references and background, it has been determined that Wright-Pierce is a responsible and responsive bidder.

We recommend that the Town of Natick award a three-year contract to Wright-Pierce for the prices/rates submitted in its bid form. The invitation for bids was structured according to actual need, and the Town will only be bid for what is needed. Historically, the average number of hours has ranged between eighty (80) hours and one hundred fifty (150) hours.

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

Responses Received:	09/25/18
Newspaper Advertisement:	09/03/18
(MetroWest Daily News)	
Website & Town Hall Postings:	08/29/18
COMMBUYS Posting:	08/29/18
Goods and Services Publication:	09/10/18

Funding information: DPW/Water Sewer Operating Budget ($25,000.00)

Town of Natick

IFB Opening Form

Bids - SCADA

Date & Time: September 25, 11:00 A.M. EDST

Company Name	Envelope Sealed & Marked		Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Prices
Wright-Pierce, Andover, MA	x		x	x	x	x	x	x	x	x	$135.00/hr year 1; $137.50/hr year 2; $140.00/hr. year 3; weekend/holiday 1.5x; $.55 mileage

Signed this 25th day of September 2018

CPO Signature: 9/25/18

Witness Signature: Melissa A. 9-25-18

Town of Natick, Massachusetts
Contract for As Needed and On-Call
Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services

This Contract is made as of 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"), and Wright-Pierce, a organized under the laws of the State of Maine, with a principal office located at 11 Bowdoin Mill Island, Suite 140, Topsham, ME 04086, and with a Massachusetts office located at 600 Federal Street, Andover, MA 01810-2456 (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 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 as needed and on-call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services, as set forth in the Invitation for Bids for As Needed and On-Call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

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

3. Term

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall three (3) years later.

4. Incorporation of the IFB/Order of Priority of Contract Documents

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

5. Payment

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

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

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

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

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

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

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

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

hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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

a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of $1,000,000/$1,000,000/$1,000,000.

b. Commercial General Liability Insurance, $1,000,000 each occurrence and $2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of $1,000,000.

d. Professional Liability Insurance – DELETED/NOT APPLICABLE.

e. Excess Liability Insurance, Umbrella Form - $1,000,000 each occurrence

and $2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

g. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."

h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this 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 termination thereof.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

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

11. Familiarity with Area of Work

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

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled 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 rendering services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's 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 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.

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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.

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

20. Notices

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

If to the Town:	Melissa A. Malone Town Administrator Natick Town Hall 13 East Central Street Natick, MA 01760
With a copy to:	Karis L. North, Esq. Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410 Quincy, MA 02169
If to the Contractor:	President Wright-Pierce 11 Bowdoin Mill Island Suite 140 Topsham, ME 04086.

21. Miscellaneous Provisions

a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall

be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.

d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid 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 Bid 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 shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

p. This Contract may be amended only by written consent of the parties.

q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.

r. 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 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 As Needed and On-Call
Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services

The Town of Natick, Massachusetts	Wright-Pierce
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.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

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

_____ Dated: _____
Karis L. North, Esq.

Town of Natick, Massachusetts
Contract for As Needed and On-Call
Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services

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.)

WRIGHT-PIERCE
Engineering a Better Environment

600 Federal Street, Suite 2151
Andover, MA 01810
Phone: 978.416.8000 | Fax: 978.470.3558
www.wright-pierce.com

September 24, 2018
W-P Project No. 13301A

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

Subject: Submittal of Qualifications
As Needed and On-Call SCADA and PLC Programming and Maintenance Service

Dear Procurement Officer:

Wright-Pierce is pleased to submit our qualifications for the Town of Natick "As Needed and On-Call SCADA and PLC Programming and Maintenance Services".

We are currently in contract with the Town, supporting your Water and Sewer SCADA needs under a similar contract since December 2015. Previously, I had been working with the Town since 2008 in the same capacity, under my own company.

We are intimately familiar with your instrumentation and SCADA system. We have two controls engineers from our group of four, Najm Choueiry and myself, who are regularly called in for support, from our Andover, MA office. In addition, we are backed up by a group of 4 instrumentation and controls engineers from our New England offices.

We meet all the qualification requirements listed in the IFB, and more. We are working closely with the Town's Engineer on several SCADA upgrade projects and look forward to supporting you in the future.

Sincerely,
WRIGHT-PIERCE

Andy Ian
SCADA and Field Services Division Manager
andy.ian@wright-pierce.com

Enclosures

cc:

APPENDIX 1
TOWN OF NATICK
BID FORM
(3 pages)

The undersigned hereby submits a sealed bid for as needed and on-call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services specified in the Town of Natick's Invitation for Bids for As Needed and On-Call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services.

Printed Name of Bidder:
WRIGHT-PIERCE

Address: 600 Federal Street, Suite 2151
Andover, MA 01810

The Bidder hereby pledges to deliver the complete scope of services required, for the price shown below:

HOURLY RATE One hundred thirtyfive dollars and zero cents ($135.00 *)

* Includes Insurance requirements of # 8.e in contract form.
Year 2: $ 137.50 Year 3: $ 140.00
mileage $0.55/mi; Wknd/Hol: x1.5

Bidder acknowledges receipt of addenda nos. _____.

The number of hours needed actually needed may vary. Historically, the number of hours is estimated to be between eighty (80) and one hundred fifty (150) hours per year.

The Bidder certifies as follows:

A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)

B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder,

shall submit to the Town an endorsement or a rider in compliance with Section 9 of the Contract.)

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

D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.

E. Bidder possesses the skill, ability and integrity necessary for the faithful delivery of goods under this Contract.

F. Bidder is an individual or entity with at least ten (10) years of experience in the following items: programming and installing VT-SCADA based SCADA Systems; Modicon Quantum PLC programming, installation and repair; installing and troubleshooting Dataradio radio systems; and at least (10) years of experience performing both on paper and on site Radio Frequency (RF) radio surveys.

G. Bidder has installed at least ten (10) VT-SCADA based SCADA Systems in New England.

H. Bidder has an office within fifty (50) miles of the Town of Natick.

I. Bidder is able to troubleshoot the existing SCADA system on site or online.

J. Bidder has commissioned PLC systems with ISAGRAPH universal language, Modicon Proworx32, and Unity Pro Language.

K. Bidder is able to furnish the Town of Natick with incidental parts, and Bidder shall has access to a UL508 panel shop for purposes of providing such parts. (Bidder understands that the Successful Bidder shall not install any such parts. The Town of Natick will provide an in-house electrician for such purposes.)

L. Bidder shall be on-call twenty-four (24) hours per day, seven (7) days per week for any emergency work.)

M. Bidder has at least two (2) technicians who have worked on the above programming languages and who shall be assigned to support the Town.

The undersigned understands that, pursuant to M.G.L. c. 30B, §5, the Natick Board of Selectmen shall award one (1) contract, if at all, to the lowest responsible and responsive bidder, based upon the lowest hourly rate to provide as needed and on-call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and

Maintenance Services, within forty-five (45) days of the opening of sealed Bids. The award of any contract pursuant to this Invitation for Bids shall be subject to appropriation by Natick Town Meeting.

The undersigned agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

_____
Authorized Signature

John R. Nelson
_____
Printed Name

Vice President
_____
Printed Title

9/21/18
_____
Date

If a Corporation:

Full Legal Name Wright-Pierce

Officers of Corporation and Addresses

State of Incorporation Maine

Principal of Business **Zip Code** 04086

Qualified in Massachusetts **Yes** X **No**_____

Place of Business in MA **Zip Code** 01810 **Tel.** 978-416-8000

Full Legal Name of Surety Company___

Principal Place of Business ____

Admitted in Massachusetts **Yes**_____ **No** _

Place of Business in MA **Zip Code** _____ **Tel.**_

TOWN OF NATICK

APPENDIX 2
CERTIFICATE OF NON-COLLUSION

The undersigned 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 certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Wright-Pierce
Name of Bidder

11 Bowdoin Mill Island, Ste 140
Address of Bidder

Topsham, ME 04086

888-621-8156
Telephone Number

By: _____
(Signature)

John R. Nelson
Printed Name

Vice President
Printed Title

9/20/18
Date

TOWN OF NATICK

APPENDIX 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C,§49A, I certify under the penalties of perjury that the Bidder 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.

Wright-Pierce
Name of Bidder

11 Bowdoin Mill Island, Ste 140
Address of Bidder

Topsham, ME 04086

888-621-8156
Telephone Number

By: _____
(Signature)

John R. Nelson
Printed Name

Vice President
Printed Title

9/20/18
Date

TOWN OF NATICK

APPENDIX 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder 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 pursuant to this IFB.

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 (pursuant to this IFB) 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 Bidder.

4. Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.

5. Bidder understands that the Bidder, 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.

Wright-Pierce

Name of Bidder

11 Bowdoin Mill Island, Ste 140

Address of Bidder

Topsham, ME 04086

888-621-8156

Telephone Number

By: _____

(Signature)

John R. Nelson

Printed Name

Vice President

Printed Title

9/20/18

Date

TOWN OF NATICK

APPENDIX 5
CERTIFICATE OF CORPORATE BIDDER

I, Walter J. Flanagan III, certify that I am the Vice President and Clerk of the Corporation named as Bidder in the attached Bid; that John M. Nelson, who signed said Bid on behalf of the Bidder was then Vice President of said Corporation; that I know his/her signature hereto is genuine and that said Bid was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Bidder

Wright Pierce

Address of Bidder

11 Boardman Mill Island, Ste 140

Topsham, ME 04086

888-621-8156

Telephone Number

By: Walter J. Flanagan III

(Signature)

Walter J. Flanagan III

Printed Name

Vice President/Clerk

Printed Title

9/21/18

Date

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

TOWN OF NATICK

APPENDIX 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

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

Name of Bidder

Insight to Power

Address of Bidder

11 Bowdoin Mill Island, Ste 140

Topsham, ME 04086

Telephone Number 888-621-8556

By: _____

(Signature)

John D. Nelson

Printed Name

Vice President

Printed Title

9/20/18

Date

TOWN OF NATICK

APPENDIX 7
CERTIFICATE OF NON-DEBARMENT

The Bidder 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 Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Bidder
Wright-Pierce

Address of Bidder
11 Bowdoin Mill Island, Ste 140
Topsham, ME 04086

Telephone Number 888-621-8156

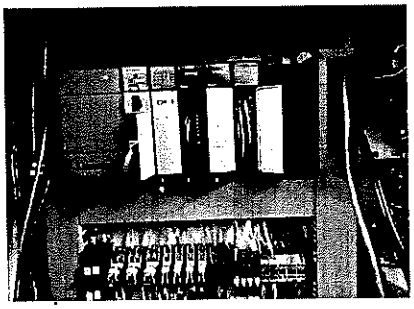
By: _____
(Signature)

John R. Nelson
Printed Name

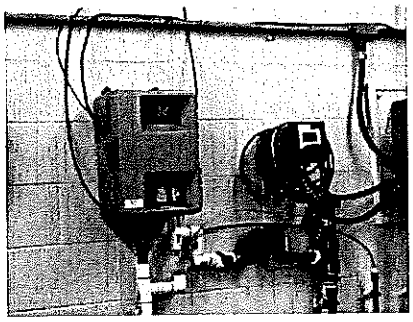
Vice President
Printed Title

9/20/18
Date

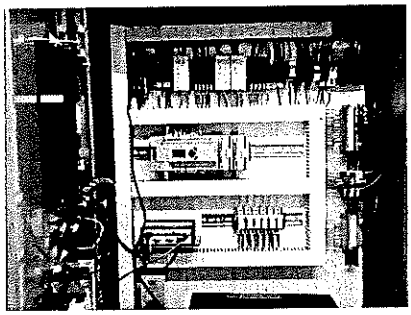
SCADA AND INTEGRATION SERVICES



Wright-Pierce has been providing instrumentation and control system engineering services for decades, helping utilities increase efficiency, meet regulatory compliance, lower operations costs and optimize performance of municipal water and wastewater facilities. As a natural extension of these service, Wright Pierce acquired an existing local integration firm with many years of water/wastewater experience and expanded our capabilities to include **SCADA and Integration Services.**



Our team of application engineers develop PLC programs using ladder logic, function block and structured text and can meet the IEC 61131-3 standard. We have vast experience in programming PLCs from leading manufacturers including Allen Bradley, Schneider Electric (Modicon), Control Microsystems, Siemens and General Electric. We also have a broad range of SCADA HMI development experience in the industry's leading HMI software applications including Trihedral's VTSCADA, GE's Proficy (iFIX) and Rockwell Factory Talk.



Here are a just a few of the things our SCADA and Integration Services Division can do for you...

- Provide prompt, responsive and quality on-site service
- Troubleshoot and maintain existing instrumentation and control systems
- Install new analyzers and field instruments (pressure, level, flow etc.)
- Repair, expand, replace or modify existing control panels
- Design and build customized control panels in our own UL508 Shop
- Implement PLC, touchscreen and SCADA programming modifications
- Upgrade your SCADA software including add on software such as alarm dialers, report generation and maintenance software
- Perform Radio Path Studies (computer model and field survey)
- Install industrial wireless communication systems
- Upgrade your outdated communication systems and industrial networks
- Perform systems integration, commissioning and training
- Provide system documentation including ISA 5.4 Loop Drawings, panel as-builts and network diagrams.
- Provide remote monitoring abilities including secure smartphone and iPAD access

For more information, contact:

Andrew Ian, Division Manager
Lead Programmer/Systems Integrator

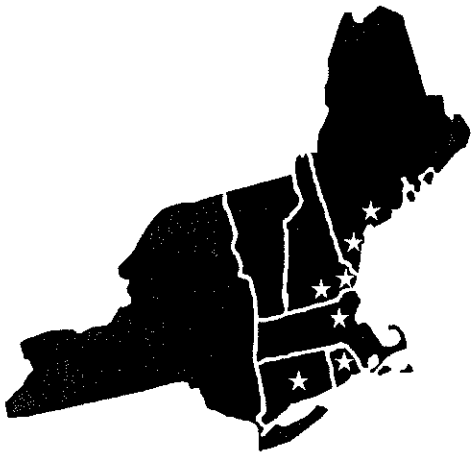
888-621-8156 (x8023)
978-416-8023

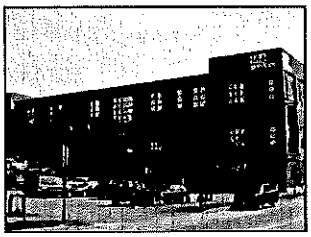
andy.ian@wright-pierce.com

WRIGHT-PIERCE
Engineering a Better Environment

Serving Clients Throughout the Northeast
888.621.8156 | www.wright-pierce.com

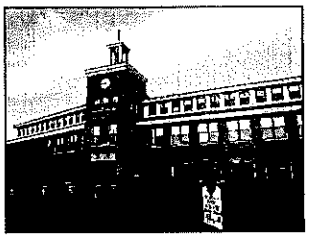
Office Locations





Maine — Portland

75 Washington Avenue, Suite 202
Portland, ME 04101
Phone: 207.761.2991

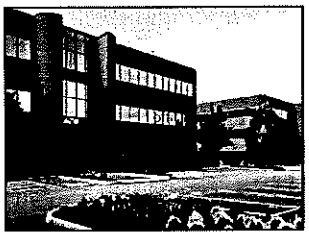


Maine — Topsham

11 Bowdoin Mill Island, Suite 140
Topsham, ME 04086
Phone: 207.725.8721

New Hampshire — Manchester

250 Commercial Street, Suite 4014
Manchester, NH 03101
Phone: 603.606.4420

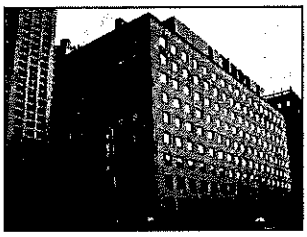


New Hampshire — Portsmouth

230 Commerce Way, Suite 302
Portsmouth, NH 03801
Phone: 603.430.3728

Connecticut — Middletown

169 Main Street, Bldg 700
Middletown, CT 06457
Phone: 860.343.8297

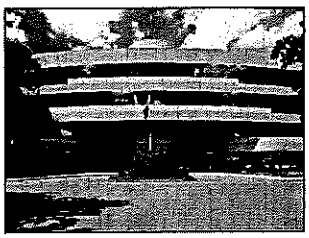


Rhode Island — Providence

10 Dorrance Street, Suite 840
Providence, RI 02903
Phone: 401.383.2276

Massachusetts — Andover

600 Federal Street, Suite 2151
Andover, MA 01810
Phone: 978.416.8000



Florida — Orange County

601 South Lake Destiny Road, Suite 290
Maitland, FL 32751
Phone: 407.906.1776

COMPANY PROFILE

Massachusetts

600 Federal Street, Suite 2151
Andover, MA 01810
Phone 978.416.8000
Fax 978.470.3558

Connecting all offices
888.621.8156

Maine

Topsham
11 Bowdoin Mill Island, Suite 140
Topsham, ME 04086

Portland
75 Washington Avenue, Suite 202
Portland, ME 04101

New Hampshire

Portsmouth
230 Commerce Way, Suite 302
Portsmouth, NH 03801

Manchester
250 Commercial St, Suite 4014
Manchester, NH 03101

Connecticut

169 Main Street
700 Plaza Middlesex
Middletown, CT 06457

Rhode Island

The Westminster Square Building
10 Dorrance Street, Suite 840
Providence, RI 02903

Florida

601 S Lake Destiny Rd, Suite 290
Maitland, FL 32751

Wright-Pierce is an award-winning, multi-discipline engineering firm that has been providing wastewater, water and civil infrastructure services for 70 years.

Employee-owned with a staff of over 200 engineers and support professionals located in 8 offices, we successfully complete many water, wastewater and civil infrastructure projects each year, ranging in size from less than $100,000 to more than $100-million. While our prime area of operation has historically been in the northeast, we selectively provide services elsewhere in the United States and globally. We provide complete engineering services from initial planning, to design, bidding, construction administration and operations.

An Award-Winning Firm

Wright-Pierce has been recognized by several industry organizations for business performance and engineering excellence. We rank in Engineering-News-Record (ENR) "Top" lists including Top 500 Design Firms, Top 200 Environmental Design Firms in the country. Many of our projects receive regional ACEC Engineering Excellence Awards. One of our wastewater treatment projects recently received an ENR Best Regional Project Award and a National ACEC Engineering Excellence Award. In addition, PSMJ, a firm dedicated to business practices of architectural and engineering (A/E) firms worldwide, awarded us their "Circle of Excellence Award" for several years after assessing benchmarks for operations, management and sustainability. For several consecutive years, we have received the Platinum Award – one of only six firms in North America to do so. These awards speak to our focus on client service, successful business practices and technical excellence.

Responsive Service Focused on Your Success

Project Success is our focus and the only measure of our success. We utilize our extensive expertise in practical, innovative, and efficient water, wastewater and civil infrastructure solutions to develop tailored solutions to meet your current and future needs.

- We listen to our clients to understand the project issues and goals
- We stress practical, operator-friendly solutions
- We understand fiscal constraints and emphasize value-based solutions
- We involve and collaborate with our clients throughout the projects

We are about building long-standing relationships and delivering on our promise to help our clients succeed to improve their communities and protect public health and the environment for the future.

Wright-Pierce — innovative, reliable, sustainable solutions for your project success today and tomorrow!

William Francis Galvin
Secretary of the Commonwealth of Massachusetts

- Citizen Information Service
- Commonwealth Museum
- Corporations
- Elections and Voting
- Lobbyist
- Archives
- Massachusetts Historical Commission
- Public Records
- Publications and Regulations / Bookstore
- Registry of Deeds
- Securities
- State House Tours
- Records Center
- Regional Offices
- Address Confidentiality Program (ACP)
- Census

Certificate Number Verification

Any certificate that contains **a validation number** in the bottom left hand corner under the Massachusetts state seal can be validated. Any certificate that contains a gold embossed seal cannot be validated.

Enter certificate number:	11084004710
Certificate number:	**11084004710**
Certificate type:	**Good Standing**
Business Entity name:	**WRIGHT-PIERCE**
Date certificate issued:	**08-03-2011**

Cancel Clear data Verify Certificate

William Francis Galvin, Secretary of the Commonwealth of Massachusetts
Terms and Conditions
Accessibility Statement

WRIGHT--01 DLIBBY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2017

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	CONTACT NAME:	
Norton Insurance Agency 275 US Route 1 Cumberland Foreside, ME 04110	PHONE (A/C, No, Ext): (207) 829-3450	FAX (A/C, No): (207) 829-6350
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Travelers Insurance	25674
INSURED	INSURER B :	
Wright-Pierce, c/o John Nelson 99 Main St Topsham, ME 04086	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		6306G894369	01/01/2018	01/01/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA6G892930	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP7G000536	01/01/2018	01/01/2019	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$
							Aggregate	$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB6G893096	01/01/2018	01/01/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Transportation			6306G894369	01/01/2018	01/01/2019	Leased&Rented Equip	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Includes the following States: ME, FL, MA,NH, NY, CT, RI

CERTIFICATE HOLDER

Town of Natick
75 West Street
Natick, MA 01760

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

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Town of Natick
Natick, Massachusetts

INVITATION FOR BIDS

FOR

AS NEEDED AND ON-CALL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) AND PROGRAMMABLE LOGIC CONTROLLER (PLC) PROGRAMMING AND MAINTENANCE SERVICES

September 10, 2018

BIDS DUE:

September 25, 2018, 11:00 A.M. LOCAL TIME
Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Town of Natick
Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

TOWN OF NATICK
NATICK, MASSACHUSETTS 01760

NOTICE TO BIDDERS

The Town of Natick ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for as needed and on-call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services. The Invitation for Bids ("IFB") may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, Monday through Friday, between 8:00 A.M. and 4:00 P.M. local time, beginning on September 10, 2018. Sealed Bids will be received until 11:00 A.M., September 25, 2018, at Natick Public Works, 75 West Street, Natick, MA 01760, at which time and place all bids will be publicly opened and read. If the Procurement Office is closed due to weather/other emergency, the deadline for receipt of bids shall be extended until A.M. local time the next business day that the Procurement Office is open. All Bids shall comply with the IFB issued by the Town of Natick. The Town reserves the right to waive any informality in or to reject any, any part of, or all bids in the best interest of the Town. Any bid submitted will be binding for forty-five (45) days subsequent to the time of bid opening. Award shall be subject to appropriation/vote of the Natick Board of Selectmen.

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of Chapter 30B, Section 5 of the Massachusetts General Laws, the Town of Natick, Massachusetts, acting through the Natick Board of Selectmen (hereinafter "the Town of Natick" or "the Town"), invites sealed Bids for as needed and on-call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services. For a full description of such as needed and on-call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services, please refer to Section 3(a) of the Invitation for Bids.

The Invitation for Bids ("IFB") may be obtained from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, Monday through Friday, between 8:00 A.M. and 4:00 P.M. local time, beginning on September 10, 2018

Sealed Bids marked "Town of Natick: Sealed Bid for As Needed and On-Call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services" shall be received by 11:00 A.M., local time, September 25, 2018, at this address:

Natick Public Works
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted. If the Procurement Office is closed due to weather/other emergency, the deadline for receipt of bids shall be extended until 11:00 A.M., local time, the next business day the Procurement Office is open.

Each Bid shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for forty-five (45) days subsequent to the time of the opening of Bids.

The Town of Natick **will not** reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.

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

By submitting a Bid, a Bidder indicates acceptance of all terms and conditions of this Invitation for Bids.

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR AS NEEDED AND ON-CALL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) AND PROGRAMMABLE LOGIC CONTROLLER (PLC) SERVICES." No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

Pursuant to M.G.L. c. 30B, §5, the Natick Board of Selectmen shall award one (1) contract, if at all, to the lowest responsible and responsive bidder, based upon the lowest hourly rate to provide as needed and on-call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services, within forty-five (45) days of the opening of sealed Bids. For this procurement, M.G.L. c. 30B, §2 defines a "responsible bidder" as "a person who has the capability to perform fully the contract requirements and the integrity and reliability which assures good faith performance." For this procurement, M.G.L. c. 30B, §2 defines a "responsible bidder" as "a person who has submitted a bid ... which conforms in all respects to the invitation for bids..." Id. The award of any contract pursuant to this Invitation for Bids shall be subject to appropriation by Natick Town Meeting.

Nothing in this Invitation for Bids will compel the Town to award a Contract. The Town may cancel this Invitation for Bids, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this Invitation for Bids, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such 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 any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Massachusetts General Laws Chapter 30B, which is incorporated herein by reference, shall govern all procedures.

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

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed to:

Procurement Officer
c/o Natick Public Works Building
75 West Street
Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by email to bleblanc@natickma.org by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on September 18, 2018. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Section 3. Background & Specifications

A. Scope of Work

The Town of Natick hereby invites sealed Bids for as needed and on-call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services.

The Successful Bidder shall perform programming maintenance and repairs to the Town's automated PLC and SCADA systems. The Successful Bidder shall provide inspection, programming, preventative software maintenance service, software, and labor needed to maintain such software. The Successful Bidder shall furnish his/her/its own tools and devices needed to maintain such SCADA and PLC systems.

The Successful Bidder shall be an individual or entity with at least ten (10) years of experience in the following items: programming and installing VT-SCADA based SCADA Systems; Modicon Quantum PLC programming, installation and repair; installing and troubleshooting Dataradio radio systems; and at least ten (10) years of experience performing both on paper and on site Radio Frequency (RF) radio surveys. The Successful Bidder shall have installed at least ten (10) VT-SCADA based SCADA Systems in New England.

The Successful Bidder shall have an office within fifty (50) miles of the Town of Natick. The Successful Bidder shall be able to troubleshoot the existing SCADA system on site or online. The Successful Bidder shall have commissioned PLC systems with ISAGRAPH universal language, with Modicon Proworx32, and with Unity Pro Language. The Successful bidder shall furnish the Town of Natick with incidental parts, and the Successful Bidder shall have access to a UL508 panel shop for purposes of providing such parts. The Successful Bidder

shall not install any such parts. The Town of Natick will provide an in-house electrician for such purposes.

The Successful Bidder shall have at least two (2) technicians who have worked on the above programming languages and who shall be assigned to support the Town.

The Successful Bidder shall be on-call twenty-four (24) hours per day, seven (7) days per week for any emergency work.

The number of hours needed actually needed may vary. Historically, the number of hours is estimated to be between eighty (80) and one hundred fifty (150) hours per year.

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall meet the requirements of this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass Criminal Offender Record Information screening.

The Successful Bidder shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the president and foreman.

2. Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

The Successful Bidder shall provide services as an independent contractor with the Town and the Successful Bidder and his/her/its employees shall not be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

Section 4. Bid Submission Requirements

Each Bidder shall submit the following with his/her/its Bid:

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:

    A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)

    B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall

eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 9 of the Contract.)

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

D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.

E. Bidder possesses the skill, ability and integrity necessary for the faithful delivery of goods under this Contract.

F. Bidder is an individual or entity with at least ten (10) years of experience in the following items: programming and installing VT-SCADA based SCADA Systems; Modicon Quantum PLC programming, installation and repair; installing and troubleshooting Dataradio radio systems; and at least (10) years of experience performing both on paper and on site Radio Frequency (RF) radio surveys.

G. Bidder has installed at least ten (10) VT-SCADA based SCADA Systems in New England.

H. Bidder has an office within fifty (50) miles of the Town of Natick.

I. Bidder is able to troubleshoot the existing SCADA system on site or online.

J. Bidder has commissioned PLC systems with ISAGRAPH universal language, Modicon Proworx32, and Unity Pro Language.

K. Bidder is able to furnish the Town of Natick with incidental parts, and Bidder shall has access to a UL508 panel shop for purposes of providing such parts. (Bidder understands that the Successful Bidder shall not install any such parts. The Town of Natick will provide an in-house electrician for such purposes.)

L. Bidder shall be on-call twenty-four (24) hours per day, seven (7) days per week for any emergency work.)

M. Bidder has at least two (2) technicians who have worked on the above programming languages and who shall be assigned to support the Town.

2. A fully executed Certificate of Non-Collusion. (Appendix 2).
3. A fully executed Certificate of Tax Compliance. (M.G.L. c. 62C, §49A) (Appendix 3).
4. A fully executed Conflict of Interest Certification. (M.G.L. c. 268A) (Appendix 4).
5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5).

6. A fully executed Certificate of Compliance with M.G.L. c. 151B. (Appendix 6).
7. A fully executed Certificate of Non-Debarment. (Appendix 7).
8. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.

Section 5. Selection Criteria

In order to be considered a responsible and responsive Bidder, a Bidder shall comply with the Bid Submission Requirements set forth in Section 4 above.

Section 6. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for As Needed and On-Call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services" shall be received by 11:00 A.M., local time, September 25, 2018, at this address:

Natick Public Works
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for forty-five (45) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M. Bids received after that date and time will be rejected.

Section 7. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this Invitation for Bids.

Pursuant to M.G.L. c. 30B, §5, the Natick Board of Selectmen shall award one (1) contract, if at all, to the lowest responsible and responsive bidder, based upon the lowest hourly rate to provide as needed and on-call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services, within forty-five (45) days of the opening of sealed Bids. For this procurement, M.G.L. c. 30B, §2 defines a

"responsible bidder" as "a person who has the capability to perform fully the contract requirements and the integrity and reliability which assures good faith performance." For this procurement, M.G.L. c. 30B, §2 defines a "responsible bidder" as "a person who has submitted a bid ... which conforms in all respects to the invitation for bids..." Id. The award of any contract pursuant to this Invitation for Bids shall be subject to appropriation by Natick Town Meeting.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such 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 any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 8. Compliance with Laws

The Successful Bidder 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 Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. 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.

Section 9. Insurance

The Successful Bidder 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 IFB and is incorporated herein by reference. Without limitation of other requirements of this IFB, no Contract shall be entered into by the parties unless the Successful Bidder complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language mandating that the Town of Natick 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.

Section 10. Indemnification

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

Section 11. Performance Bond Requirements

DELETED – NOT APPLICABLE

Section 12. Labor and Materials Payment Bond Requirements

DELETED - NOT APPLICABLE.

Section 13. Criminal Background Screening

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

Section 14. 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 Bidder is prohibited on Town of Natick property which is the subject matter of this IFB and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Bidder 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.

Section 15. Index of Appendices

Appendix 1 - Bid Form
Appendix 2 - Certificate of Non-Collusion
Appendix 3 - Certificate of Tax Compliance (M.G.L., c.62C, §49A)
Appendix 4 - Conflict of Interest Certification (M.G.L. c.268A).
Appendix 5 - Certificate of Corporate Bidder
Appendix 6 - Certificate of Compliance with M.G.L. c. 151B
Appendix 7 - Certificate of Non-Debarment
Appendix 8 - Contract

APPENDIX 1
TOWN OF NATICK
BID FORM
(3 pages)

The undersigned hereby submits a sealed bid for as needed and on-call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services specified in the Town of Natick's Invitation for Bids for As Needed and On-Call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services.

Printed Name of Bidder:

_____

Address: _____

_____

_____

The Bidder hereby pledges to deliver the complete scope of services required, for the price shown below:

HOURLY RATE _____ dollars and _____ cents ($_____.____)

Bidder acknowledges receipt of addenda nos. _____.

The number of hours needed actually needed may vary. Historically, the number of hours is estimated to be between eighty (80) and one hundred fifty (150) hours per year.

The Bidder certifies as follows:

A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)

B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder,

shall submit to the Town an endorsement or a rider in compliance with Section 9 of the Contract.)

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

D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.

E. Bidder possesses the skill, ability and integrity necessary for the faithful delivery of goods under this Contract.

F. Bidder is an individual or entity with at least ten (10) years of experience in the following items: programming and installing VT-SCADA based SCADA Systems; Modicon Quantum PLC programming, installation and repair; installing and troubleshooting Dataradio radio systems; and at least (10) years of experience performing both on paper and on site Radio Frequency (RF) radio surveys.

G. Bidder has installed at least ten (10) VT-SCADA based SCADA Systems in New England.

H. Bidder has an office within fifty (50) miles of the Town of Natick.

I. Bidder is able to troubleshoot the existing SCADA system on site or online.

J. Bidder has commissioned PLC systems with ISAGRAPH universal language, Modicon Proworx32, and Unity Pro Language.

K. Bidder is able to furnish the Town of Natick with incidental parts, and Bidder shall has access to a UL508 panel shop for purposes of providing such parts. (Bidder understands that the Successful Bidder shall not install any such parts. The Town of Natick will provide an in-house electrician for such purposes.)

L. Bidder shall be on-call twenty-four (24) hours per day, seven (7) days per week for any emergency work.)

M. Bidder has at least two (2) technicians who have worked on the above programming languages and who shall be assigned to support the Town.

The undersigned understands that, pursuant to M.G.L. c. 30B, §5, the Natick Board of Selectmen shall award one (1) contract, if at all, to the lowest responsible and responsive bidder, based upon the lowest hourly rate to provide as needed and on-call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and

Maintenance Services, within forty-five (45) days of the opening of sealed Bids. The award of any contract pursuant to this Invitation for Bids shall be subject to appropriation by Natick Town Meeting.

The undersigned agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

_____

Authorized Signature

_____

Printed Name

_____

Printed Title

_____

Date

If a Corporation:

Full Legal Name ____

Officers of Corporation and Addresses

State of Incorporation____

Principal of Business __Zip Code_

Qualified in Massachusetts Yes_____ No_____

Place of Business in MA_Zip Code _____ Tel._

Full Legal Name of Surety Company___

Principal Place of Business ____

Admitted in Massachusetts Yes_____ No _

Place of Business in MA _Zip Code _____ Tel._

TOWN OF NATICK

APPENDIX 2
CERTIFICATE OF NON-COLLUSION

The undersigned 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 certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

_____
Name of Bidder

_____
Address of Bidder

_____

_____
Telephone Number

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

TOWN OF NATICK

APPENDIX 3
CERTIFICATE OF TAX COMPLIANCE

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

_____
Name of Bidder

_____
Address of Bidder

_____

_____
Telephone Number

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

TOWN OF NATICK

APPENDIX 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder 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 pursuant to this IFB.

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 (pursuant to this IFB) 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 Bidder.

4. Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.

5. Bidder understands that the Bidder, its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

_____

Name of Bidder

_____

Address of Bidder

_____

_____

Telephone Number

By: _____

(Signature)

_____

Printed Name

Printed Title

Date

TOWN OF NATICK

APPENDIX 5
CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the _____ of the Corporation named as Bidder in the attached Bid; that _____, who signed said Bid on behalf of the Bidder was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Bid was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Bidder

_____

Address of Bidder

_____

_____

Telephone Number

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

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

TOWN OF NATICK

APPENDIX 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

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

Name of Bidder

_____

Address of Bidder

_____

_____

Telephone Number

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

TOWN OF NATICK

APPENDIX 7
CERTIFICATE OF NON-DEBARMENT

The Bidder 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 Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

_____

Name of Bidder

_____

Address of Bidder

_____

_____

Telephone Number

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

TOWN OF NATICK

APPENDIX 8
CONTRACT

(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for As Needed and On-Call
Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services

This Contract 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"), and _____, a _____ organized under the laws of _____, 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, regarding the 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 as needed and on-call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services, as set forth in the Invitation for Bids for As Needed and On-Call Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

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

3. Term

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall three (3) years later.

4. Incorporation of the IFB/Order of Priority of Contract Documents

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

5. Payment

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

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

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

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

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

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

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

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

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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

a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of $1,000,000/$1,000,000/$1,000,000.

b. Commercial General Liability Insurance, $1,000,000 each occurrence and $2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of $1,000,000.

d. Professional Liability Insurance – DELETED/NOT APPLICABLE.

e. Excess Liability Insurance, Umbrella Form - $1,000,000 each occurrence and $2,000,000 aggregate, which shall be following form, providing

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

f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

g. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."

h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this 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 termination thereof.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any

nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

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

11. Familiarity with Area of Work

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

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled 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 rendering services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's 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 performance.

19. Termination

a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

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

c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.

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

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

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

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

20. Notices

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

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

With a copy 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 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 Bid 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 Bid 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 shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

p. This Contract may be amended only by written consent of the parties.

q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.

r. 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 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 As Needed and On-Call
Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services

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: _____

_____
(Printed Name of Contractor

by:

_____
Signature

_____
Printed Name

_____
Printed Title

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.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

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

_____ Dated: _____
Karis L. North, Esq.

Town of Natick, Massachusetts
Contract for As Needed and On-Call
Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming and Maintenance Services

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.

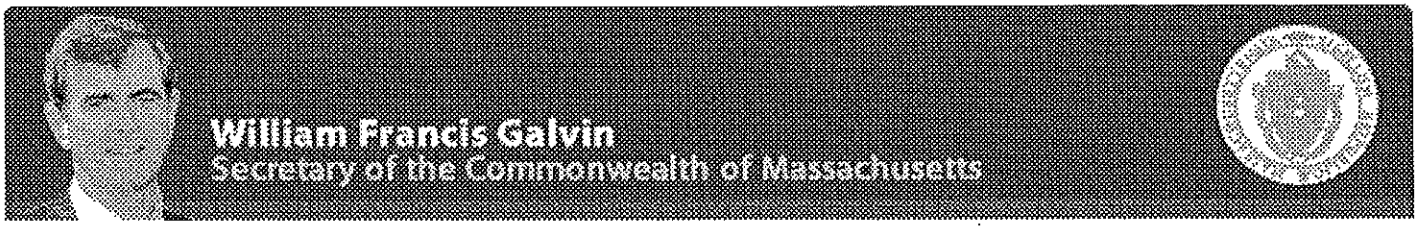
I, further certify that the above vote is still in effect on this the ____ day of _____ , 20___ and has not been changed or modified in any respect.

_____
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.)



Corporations Division

Business Entity Summary

ID Number: 010228316

Request certificate New search

Summary for: WRIGHT-PIERCE

The exact name of the Foreign Corporation: WRIGHT-PIERCE

Entity type: Foreign Corporation

Identification Number: 010228316

Date of Registration in Massachusetts:
12-27-1978

Last date certain:

Organized under the laws of: State: ME **Country:** USA **on:** 09-22-1954

Current Fiscal Month/Day: 12/31 **Previous Fiscal Month/Day:** 09/30

The location of the Principal Office:

Address: 11 BOWDOIN MILL ISLAND SUITE 140

City or town, State, Zip code, Country: TOPSHAM, ME 04086 USA

The location of the Massachusetts office, if any:

Address:

City or town, State, Zip code, Country:

The name and address of the Registered Agent:

Name: KEVIN M. OLSON

Address: 40 SHATTUCK ROAD SUITE 305

City or town, State, Zip code, Country: ANDOVER, MA 01810 USA

The Officers and Directors of the Corporation:

Title	Individual Name	Address
VICE PRESIDENT, SECRETARY AND DIRECTOR	WALTER J. FLANAGAN III	25 TURKEY RUN TOPSHAM, ME 04086 USA
VICE PRESIDENT AND CHIEF FINANCIAL OFFICER	JOHN R. NELSON	44 EVERGREEN DRIVE YARMOUTH, ME 04096 USA

Interactive Corporate Services

MAINE
Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Tue Sep 25 2018 11:40:04. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
WRIGHT-PIERCE	19540076 D	BUSINESS CORPORATION	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
09/28/1954	N/A	MAINE

Other Names	(A=Assumed ; F=Former)
WRIGHT-PIERCE COMPUTER SERVICES	A
WRIGHT & PIERCE	F
WRIGHT, PIERCE, BARNES & WYMAN	F

Clerk/Registered Agent

WALTER J. FLANAGAN, III
11 BOWDOIN MILL ISLAND
SUITE 140
TOPSHAM, ME 04086

Back to previous screen New Search

Click on a link to obtain additional information.

List of Filings	View list of filings	
Obtain additional information:		
Additional Addresses	Plain Copy	Certified copy
Certificate of Existence (more info)	Short Form without amendments ($30.00)	Long Form with amendments ($30.00)

TOWN OF NATICK
MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
West Natick Fire Station Building Committee

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: October 4, 2018

SUBJECT: **CONTRACT AWARD/SECONDAMENDMENT**
New West Natick Fire Station-Architect Contract

On March 28, 2017, the Natick Board of Selectmen awarded a contract to Tecton Architects, PC, of Hartford, Connecticut, to perform design work for the West Natick Fire Station. At that time, funding was limited to what had been provided in the balance of the funds appropriated in Article 33, Spring 2016 Annual Town Meeting - $560,000.00, less the amount of the OPM contract that had been awarded to Vertex ($328,590.00). Thus, there was a budget of $231,410.00.This allowed award of all design services through design development, which featured a contract price of $223,875.34.

Article 22 of the Spring 2017 Natick Town Meeting appropriated sufficient sums to allow the funding of the full owner/architect agreement with Tecton Architect's, PC. Tecton is being billed at an hourly rate, with a fee not to exceed $849,400.00.

The First Amendment, passed later in 2017, following Spring 2017 Town Meeting, removed the funding restrictions in Article 3.3 (of the Addendum) and Article 11 of the Agreement to allow a full services owner/architect contract with Tecton Architects, PC, for the entire West Natick Fire Station (through construction administration and closeout).

Since that time, additional services have been determined by the Fire Station Building Committee to be necessary, including those addressed in the December 5, 2017 Supplemental Fee Proposal, those in the March 14, 2018 Supplemental Fee Proposal, and those in the June 6, 2018 Fee Proposal. Mr. Ciccariello, Chair of the Building Committee, can address any questions concerning their necessity. I summarize them as pertaining, in the December 5, 2017 Supplemental Fee Proposal, as relating to property acquisition/disposition issues relative to the Sherwood Avenue property; as pertaining, in the March 14, 2018 Supplemental Fee Proposal, as relating to environmental testing necessitated by review of the former use of a portion of the property; and as pertaining, in the June 6, 2018 Supplemental Fee Proposal, as relating to the

need for more detailed stormwater engineering, for additional engineering brought about by changes in facility size, and for design/documentation fees for the altered design.

This Second Amendment will add the services set forth in the foregoing Supplemental Fee Proposals to the scope of the Agreement as additional services. Because there have been no monies appropriated for design since the Spring 2017 Town Meeting, the total project budget has not been increased and cannot be increased at this time. Accordingly, the parties have agreed to make contract administration services, as set forth in Section 3.6 of the Agreement, contingent upon the appropriation of additional monies by Natick Town Meeting. Such services, assuming the receipt of additional monies, would require an additional amendment and would require further direct by the Town of Natick.

Please let me know if you have any questions. Thank you.

SECOND AMENDMENT TO STANDARD FORM AGREEMENT BETWEEN THE TOWN OF NATICK ("OWNER" "THE TOWN OF NATICK" OR "THE TOWN") AND TECTON ARCHITCTS, PC ("THE ARCHITECT")

This Second Amendment to Standard Form Agreement between the Town of Natick ("Owner" "The Town of Natick" or "the Town") and Tecton Architects, PC ("The Architect") (collectively "the Parties") is entered into this twenty-ninth day of October, 2018.

WHEREAS, the Parties are parties to an Agreement entitled "Standard Form of Agreement between the Town of Natick ("Owner" "the Town of Natick" or "the Town") and Tecton Architects, PC ("Architect") dated March 27, 2017 (the "Agreement");

WHEREAS, the Parties subsequently amended the Agreement through First Amendment to Standard Form Agreement between the Town of Natick ("Owner" "the Town of Natick" or "the Town") and Tecton Architects, PC ("the Architect"), dated May 30, 2017 (the "First Amendment");

WHEREAS, at various stages in the design development phase of the Project, the Architect has been called upon by the Town to perform additional design services that will be part of the New Fire Station site, and such services were not within the original scope of the Agreement or the First Amendment;

WHEREAS, the Architect has submitted a Supplemental Fee Proposal, dated December 5, 2017, to outline additional services, which largely pertained the acquisition of an adjacent property as part of the Project site, and to compensate the Architect for the performance of these additional services;

WHEREAS, the Architect has submitted an additional Supplemental Fee Proposal, dated March 14, 2018, to outline additional services, which largely pertained to environmental testing necessitated by review of the former use of a portion of the Project site, and to compensate the Architect for the performance of these additional services;

WHEREAS, the Architect has submitted an additional Supplemental Fee Proposal, dated June 6, 2018, to outline additional services, which pertain to more detailed stormwater engineering, to additional engineering brought about by changes in facility size, and to design/documentation fees for the altered design of the Project, and to compensate the Architect for the performance of these additional services;

WHEREAS, the Town has determined these Supplemental Fee Proposals to be fair and equitable and has agreed to modify the Agreement, as modified by the First Amendment, to accept the terms of the Supplemental Fee Proposals; AND

WHEREAS, the Town has determined that these changes to construction design

services are needed at present, and given the pendency of funding, construction administration services are required to be removed from the current scope, pending further appropriation by subsequent Natick Town Meeting.

NOW, THEREFORE, the parties hereby further amend the Agreement, as modified by the First Amendment, through this Second Amendment, as follows:

1. Insert a new Article 3.3 of the Agreement, to provide as follows:

   "The Town's present budget shall allow the performance of services through Bidding and Negotiation Phase Services. Construction Phase Services, as outlined in Section 3.6 of the Agreement, shall be performed pending the appropriation of additional monies from Natick Town Meeting. Subject to additional funding, from Natick Town Meeting, and subject to approval from the Town, the Town shall proceed to direct the Architect to perform the services set forth in Section 3.6 of the Agreement. "

2. In Article 4.1 of the Agreement, strike the text "N/A" after the words "Additional Services'" and replace with the following:

   "See Supplemental Fee Proposal of the Architect, dated December 5, 2017, which is attached hereto and incorporated herein by reference.

   See also Supplemental Fee Proposal of the Architect, dated March 14, 2018, which is attached hereto and incorporated herein by reference.

   See also Supplemental Fee Proposal of the Architect, dated June 6, 2018, which is attached hereto and incorporated herein by reference."

3. In Article 11.1 of the Agreement, strike all text after the words "as follows". (Such text was as inserted by paragraph 1 of the First Amendment, which provided:

   "For services rendered in accordance with this Agreement, the Owner shall pay to the Architect the rates set forth in the Price Proposal of the Architect, which shall be incorporated herein by reference. The Architect's Project Budget, notwithstanding any provision to the contrary, shall not exceed eight hundred forty-nine thousand four hundred dollars and zero cents ($849,400.00)."

   Replace with the following text:

   "For services rendered in accordance with this Agreement, subject to the above, the Owner shall pay to the Architect the rates set forth in the Price Proposal of the Architect, dated March 23, 2017, the Supplemental Price

Proposal of the Architect, dated December 5, 2017, the Supplemental Fee Proposal of the Architect, dated March 14, 2018, and the Supplemental Fee Proposal of the Architect, dated June 6, 2018, all of which shall be incorporated herein by reference. The Architect's Project Budget, notwithstanding any provision to the contrary, shall not exceed eight hundred forty-nine thousand four hundred dollars and zero cents ($849,400.00)."

4. Supplement the Fee Proposal of Tecton Architects, PC, dated March 23, 2017, with the attached Supplemental Fee Proposal of the Architect, dated December 5, 2017, with the attached Supplemental Fee Proposal of the Architect, dated March 14, 2018, and with the attached Supplemental Fee Proposal of the Architect, dated June 6, 2018, all of which are attached hereto and incorporated herein by reference.

All other portions 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.

_____
Date

Tecton Architects, PC

By:

_____
Signature

_____
Printed Name

_____
Printed Title

_____
Date

CERTIFICATE OF APPROPRIATION

This is to certify, pursuant to M.G.L. c. 44, sec. 31C, that an appropriation in the amount of this Second Amendment is available therefor, and that the Natick Board of Selectmen is authorized to execute this Second Amendment, to approve all requisitions, and to execute all change orders.

_____ Dated: _____

Arti P. Mehta
Comptroller, Town of Natick

APPROVAL AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

_____ Dated: _____

Karis L. North, Esq.

TectonArchitects

ARCHITECTURE
INTERIORS
LAND PLANNING

17 RAILROAD AVENUE
WESTERLY, RHODE ISLAND 02891
TELEPHONE 401.596.7566
FAX 401.596.7227

ONE HARTFORD SQUARE WEST
HARTFORD CONNECTICUT 06106
TELEPHONE 860 548 0602
FAX 860 249 2531
TECTONARCHITECTS.COM

December 5, 2017

John Ciccariello, Chairman
Fire Station Building Committee
c/o Town of Natick
Natick Town Hall
13 East Central Steet
Natcik, MA 01760

Re: New Fire Station for the Town of Natick – Additional Services
Tecton Project #NTK-01-AR

Dear John:

I am providing written communication of the additional service for the Property Acquisition and Disposal that we discussed at the Building Committee meeting of November 28, 2017.

Fuss & O'Neill has reported the following efforts expended during the acquisition/disposition process:

- Drafting & Revisions: $1,600
- Project Management, Phone Calls & Coordination: $600
- 9/22 Site Meeting with Sherwood Plaza Owners: $450
- 10/19 Town Meeting: $750
- Final Mylar Submission: $250

Rebecca Hopkins, with Tecton, recorded the following effort:

- Meetings (and associated travel time, coordination time, etc.): 5 hrs. @ $130/hr. = $650
- Phone, email, and correspondence coordination: 15.25 hrs. @ $130/hr. = $1982.50
- Misc. design, mark-ups, review and revisions: 2.75 hrs. @ $130/hr. = $357.50

I only had a modest effort on this initiative, so I am waiving my time.

The total additional service fee is therefore as follows:

Fuss & O'Neill:	$3,650
Tecton:	$2,990
Total Additional Service Fee:	$6,640

Please indicate your acceptance of this additional services proposal in the total amount of $6,640 by signing below and returning a copy of this letter to my attention at Tecton.

Approval: _____

Sincerely,

Jeffery R. McElravy

Jeffery R. McElravy, AIA
Principal

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TectonArchitects

ARCHITECTURE
INTERIORS
LAND PLANNING

17 RAILROAD AVENUE
WESTERLY, RHODE ISLAND 02891
TELEPHONE 401.596.7555
FAX 401.596.7327

ONE HARTFORD SQUARE WEST
HARTFORD CONNECTICUT 06106
TELEPHONE 860 548 0800
FAX 860 549 2833
TECTONARCHITECTS.COM

March 14, 2018

John Ciccariello, Chairman
Fire Station Building Committee
c/o Town of Natick
Natick Town Hall
13 East Central Street
Natick, MA 01760

Re: New Fire Station for the Town of Natick – Additional Services
Tecton Project #NTK-01-AR

Dear John:

I am providing written communication of the additional service to perform environmental testing, as recommended by Fuss & O'Neill in the attached email, dated March 13, 2018. This testing will determine if there are elevated levels of petroleum, cleaning solvents, demolition rubble or other contaminants in the soil from the historic use of the site, as documented in the Preliminary Environmental Screening, dated September 21, 2017.

Fuss & O'Neill has outlined the environmental testing to include the following:

- Performing up to two days of field work with the geotechnical drill rig (cost of the drilling not included)
  - NOTE: If time allows, we may want to add another boring near the existing station to obtain soil data in that area
- Testing 8-9 soil samples for Massachusetts Landfill parameters
- Performing one groundwater monitoring event and testing for VOCs and metals
- Preparing a summary report of our findings.

Please note that depending on the results of this investigation, additional testing may be required. The cost breakdown below also assumes this investigation is to happen in conjunction with the geotechnical borings.

The total additional service fee is therefore as follows:

Fuss & O'Neill:	$14,500
Total Additional Service Fee:	**$14,500**

Please indicate your acceptance of this additional services proposal in the total amount of $14,500 by signing below and returning a copy of this letter to my attention at Tecton.

Approval: _____

Sincerely,

Jeffery R. McElravy

Jeffery R. McElravy, AIA
Principal

f:\projects\natick ma\ntk01ar - fire station\01 project management\01 fees and contracts\18 0314 ciccariello add service - enviro.docx

TectonArchitects

ARCHITECTURE
INTERIORS
LAND PLANNING

17 RAILROAD AVENUE
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TELEPHONE 401.596.7555
FAX 401.596.7227

ONE HARTFORD SQUARE WEST
HARTFORD CONNECTICUT 06106
TELEPHONE 860 548 0807
FAX 860 549 2831
TECTONARCHITECTS.COM

June 6, 2018

John Ciccariello, Chairman
Fire Station Building Committee
c/o Town of Natick
Natick Town Hall
13 East Central Street
Natick, MA 01760

Re: New Fire Station for the Town of Natick – Additional Services
Tecton Project #NTK-01-AR

Dear John:

I am providing written communication of the additional service to design and document the building at its current estimated value. This additional service includes design time required for numerous iterations, scope changes, and redesign after notice to proceed was given. In addition, during schematic design, the several design iterations required more detailed studies of the stormwater design and site grading to determine the approximate sizes of the stormwater system. Most of which, will have to be re-done after Notice to Proceed was given and major design changes were made. The following breakdown illustrates the excess fee expended by each consultant during the schematic design phase, in an effort to support the committee with multiple design options, scope adjustments, and required redesign:

Pacheco Ross:	$32,000
Tecton Architects:	$40,000
Fuss & O'Neill:	$15,000
Additional Service for Excess Schematic Design:	**$87,000**

The current single-story fire station design is estimated at approximately $12.4 million, however was previously contracted for $8.1 million. This difference reflects the increased complexity, architectural quality, and expansive site development design. With the increased project cost, pre-qualifications of all prospective bidders will also be required. The additional fee required to design and engineer the current approved plan is as follows:

Increased Design Complexity:	$103,500
Pre-Qualifications:	$20,000
Additional Service Fee for Increased Design Complexity:	**$123,500**

The included fee accommodates all additional monies expended during schematic design and monies necessary to design and document the current approved design, for all consultants. Therefore, the total additional service fee is as follows:

Excess Schematic Design:	$87,000
Increased Design Complexity:	$123,500
Total Additional Service Fee:	**$210,500**

Please indicate your acceptance of this additional services proposal in the total amount of $210,500 by signing below and returning a copy of this letter to my attention at Tecton.

Approval: _____

Sincerely,

Jeffery R McElravy

Jeffery R. McElravy, AIA
Principal

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TOWN OF NATICK
Massachusetts 01760
www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

June 2, 2017

VIA REGULAR MAIL

Mr. Jeffrey McElravy
Tecton Architects, PC
1 Hartford Square W # 103
Hartford, CT 06106

RE: CONTRACT AWARD/FIRST AMENDMENT

NEW WEST NATICK FIRE STATION

Dear Mr. McElravy:

Pursuant to the attached, the Natick Board of Selectmen has voted to amend the owner/architect agreement with Tecton Architects, PC, given the passage of Article 22 of Natick Spring 2017 Town Meeting, so as to contract with Tecton Architects, PC for design services through construction administration and closeout.

Please find enclosed five (5) original forms of the amendment for your review and signature. Please return all five (5) originals to the attention of Bryan R. Le Blanc, Procurement Officer, Town of Natick, c/o Natick DPW, 75 West Street, Natick, MA 01760, within ten (10) calendar days. After the Town receives the documents, Tecton Architects, PC will receive a fully-executed original of the amendment.

Please let me know if you have any questions.

Very truly yours,

Bryan R. Le Blanc

Town of Natick
Massachusetts 01760
Home of Champions

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

MEMORANDUM

TO: Bryan LeBlanc
Procurement Officer

FROM: Trish O'Neil
Executive Assistant

DATE: June 1, 2017

RE: **Award/Renewal/Amendment of Contracts**

Please be advised that at their meeting of May 30, 2017, the Board of Selectmen voted to:

Exercise a second one (1)-year option for renewal of the existing contract for single stream recycling with E.L. Harvey & Sons, Inc., expiring on July 31, 2018, with the contract requiring E.L. Harvey to pay the Town $2.50 per ton of SSR material delivered to its facility.

Amend the contract with Tecton Architects, P.C., removing the funding restrictions in Article 3.3 of the Addendum and Article 11 of the Agreement, resulting in the Town having a full services owner/architect contract with Tecton Architects, P.C. for the entire West Natick Fire Station (through construction administration and closeout).

Award the contract for roadway improvements at various locations in Natick (2017) to Lorusso Corporation for the complete main bid work in the amount of $1,388,368.40.

Funding:
1. Chapter 90-Mass State Monies-$1,250,000.00
2. Natick Spring 2017 Town Meeting (Article 13, Item 22-Capital)-Tax Levy Borrowing-Residual of Contract-$1,000,000.00 available from this item

cc: Lisa Durken, Interim Comptroller
Jeremy Marsette, DPW Director
Tom Hladick, DPW Deputy Director
Jillian Wilson Martin, Sustainability Coordinator
Rick White, Fire Department Chief

TOWN OF NATICK
MASSACHUSETTS

Approved
4-0-0

TO: Natick Board of Selectmen
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
West Natick Fire Station Building Committee

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: May 22, 2017

SUBJECT: **CONTRACT AWARD/FIRST AMENDMENT**
New West Natick Fire Station-Architect Contract

On March 28, 2017, the Natick Board of Selectmen awarded a contract to Tecton Architects, PC, of Hartford, Connecticut, to perform design work for the West Natick Fire Station. At that time, funding was limited to what had been provided in the balance of the funds appropriated in Article 33, Spring 2016 Annual Town Meeting - $560,000.00, less the amount of the OPM contract \that had been awarded to Vertex ($328,590.00). Thus, there was a budget of $231,410.00.This allowed award of all design services through design development, which featured a contract price of $223,875.34.

Article 22 of the Spring 2017 Natick Town Meeting appropriated sufficient sums to allow the funding of the full owner/architect agreement with Tecton Architect's, PC. Tecton will be billed at an hourly rate, with a fee not to exceed $849,400.00. The Building Committee reviewed this budgetary sum in light of the overall project budget. Designer/Architect services, as proposed by Tecton, constitute approximately ten percent (10%) more or less of the overall budget. The Building Committee noted that this percentage is well in line with projects of similar scope. The Building Committee, which drew upon the expertise of two members who are registered architects, also reviewed the number of rates and hours proposed by Tecton and concluded that they were reasonable.

The attached amendment will remove the funding restrictions in Article 3.3 (of the Addendum) and Article 11 of the Agreement. By executing this First Amendment, which we are requesting today, the Selectmen will ultimately have a full services owner/architect contract with Tecton Architects, PC, for the entire West Natick Fire Station (through construction administration and closeout).

Please let me know if you have any questions. Thank you.

DEPARTMENT OF PUBLIC WORKS • 75 WEST STREET • NATICK, MASSACHUSETTS 01760
TEL. 508-647-6550 • FAX. 508-647-6560 • WWW.NATICKMA.GOV

TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

July 12, 2017

Mr. Jeffrey McElravy
Tecton Architects, PC
1 Hartford Square W # 103
Hartford, CT 06106

RE: OWNER/ARCHITECT AGREEMENT/FIRST AMENDMENT

Dear Mr. McElravy:

Please find enclosed a fully-executed first amendment to contract.

Please let me know if you have any questions. Thank you for your assistance!

Very truly yours,

Bryan R. Le Blanc

FIRST AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN THE TOWN OF NATICK ("OWNER" "THE TOWN OF NATICK" OR "THE TOWN") AND TECTON ARCHITECTS, PC ("ARCHITECT")

This First Amendment to Standard Form of Agreement between the Town of Natick ("Owner" "The Town of Natick" or "the Town") and Tecton Architects, PC ("Architect") (collectively "the Parties") is entered into this thirtieth day of May, 2017.

WHEREAS, the Parties are parties to a contract entitled "Standard Form of Agreement between the Town of Natick ("Owner" "the Town of Natick" or "the Town") and Tecton Architects, PC ("Architect")" dated March 27, 2017 (the "Agreement");

WHEREAS, pursuant to Article 3.3 of the Addendum to the Agreement, the design tasks to be undertaken by the Architect were limited to tasks through design development due to available funds:

WHEREAS, under the Agreement, expenditures were specifically capped at $223,875.34, thereby not allowing remaining designer services outlined in the Architect's Price Proposal to be performed;

WHEREAS, the 2016 Natick Spring Town Meeting has appropriated sufficient sums to allow all of the remaining tasks outlined in the Architect's Price Proposal to be performed in full; and

WHEREAS, the parties desire to amend the agreement to allow all tasks to be performed in full and to remove all limiting restrictions to the contrary.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. In Article 11.1 of the Agreement, strike all text after the words "as follows" and replace with the following text:

   "For services rendered in accordance with this Agreement, the Owner shall pay to the Architect the rates set forth in the Price Proposal of the Architect, which shall be incorporated herein by reference. The Architect's Project Budget, notwithstanding any provision herein to the contrary, shall not exceed eight hundred forty-nine thousand four hundred dollars and zero cents ($849,400.00.)"

2. Delete the additional text, inserted by Section 3.3 of the Addendum, in Article 3.3 of the Agreement.

All other portions of the Agreement shall remain in full force and effect.

Executed under seal.

The Town of Natick, Massachusetts

By:

The Natick Board of Selectmen

Jonathan H. Freedman, Chairman

Susan G. Salamoff, Vice Chairman

Richard P. Jennett, Jr., Clerk

Michael J. Hickey

Amy K. Mistrot

Dated: 5/30/17

Tecton Architects, PC

By:

Signature

Jeffery R. McElravy

Printed Name

Principal

Printed Title

Dated: 6/6/2017

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify, pursuant to M.G.L. c. 44, §31C, 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.

Dated: 6/14/17

ARTI P MEHTA
~~Virginia W. Cahill~~

Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

Dated: ~~JULY~~ JUNE 14, 2017

John P. Flynn, Esq.

TOWN OF NATICK
Massachusetts 01760
www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL AND EMAIL

April 19, 2017

ATTN. Jeffrey McElravy, AIA
Tecton Architects, PC
One Hartford Street West
146 Wyllys Street
Hartford, CT 06106

RE: COPY OF EXECUTED CONTRACT

Dear Mr. McElravy:

I enclose herewith a fully-executed set of contract documents. The Town looks forward to working with you to see this project!

Please let me know if you have any questions.

Very truly yours,

Bryan R. Le Blanc

BRL/

Enclosure

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-seventh day of March in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Tecton Architects, P.C.
One Hartford Square West
Hartford, CT 06105

for the following Project:
(Name, location and detailed description)

Designer Services Related to the Construction of a New West Natick Fire Station

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

N/A

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

To be addressed at the next phase of the Project.

.1 Commencement of construction date:

.2 Substantial Completion date:

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

.2 Automobile Liability

.3 Workers' Compensation

.4 Professional Liability

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

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by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and

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describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

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entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		
§ 4.1.6 Building Information Modeling (E202™–2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™–2007)		
§ 4.1.10 Value Analysis (B204™–2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™–2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™–2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™–2007)		
§ 4.1.22 Commissioning (B211™–2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™–2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™–2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)		

Additional Services – N/A.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or 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 prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Forty-Eight (48) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility,

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expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

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other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and

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filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

§ 8.3 ARBITRATION
§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

For designer services rendered through design development, the Owner shall pay to the Architect the rates set forth in the Price Proposal of the Architect, which shall be incorporated herein by reference. There is funding sufficient to provide designer services through design development only. Notwithstanding any other provision of this Agreement, the Owner's present liability shall be limited to $231,410.00, which represents the sum of available funds. Further design work, which is beyond design development, shall require appropriation of further monies and shall require a future amendment to this Agreement.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

N/A

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

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(859328326)

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

SEE ADDENDUM.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Employee or Category	Rate
N/A	N/A

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

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User Notes:

Init.

(859328326)

Zero Dollars ($0.00)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Zero Percent (0%)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

SEE ADDENDUM.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

N/A

ARTICLE 14 MISCELLANEOUS PROVISIONS

SEE ADDENDUM.

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User Notes:

(859328326)

This Agreement entered into as of the day and year first written above.

OWNER
The Town of Natick, Massachusetts

By: The Natick Board of Selectmen

Richard P. Jennett, Jr., Chairman

Nicholas S. Mabardy, Vice Chairman

Jonathan H. Freedman, Clerk

John J. Connolly

Susan G. Salamoff

Dated: 4/18/17

ARCHITECT

Tecton Architects, P.C.

by:

Signature

Jeffery R. McElravy
Printed Name

Principal
Printed Title

Dated: April 4, 2017

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User Notes:

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify, pursuant to M.G.L. c. 44, §31C, 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.

Virginia W. Cahill
Comptroller, Town of Natick

Dated: 4/5/17

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

John F. Flynn, Esq.

Dated: April 5, 2017

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Additions and Deletions Report for

AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:43:47 on 03/28/2017.

PAGE 1

AGREEMENT made as of the twenty-seventh day of March in the year 2017

...

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

...

Tecton Architects, P.C.
One Hartford Square West
Hartford, CT 06105

...

Designer Services Related to the Construction of a New West Natick Fire Station

PAGE 2

N/A

...

To be addressed at the next phase of the Project.

...

PAGE 9

Additional Services – N/A.

N/A

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PAGE 10

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Forty-Eight (48) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 14

[X] Litigation in a court of competent jurisdiction

PAGE 16

For designer services rendered through design development, the Owner shall pay to the Architect the rates set forth in the Price Proposal of the Architect, which shall be incorporated herein by reference. There is funding sufficient to provide designer services through design development only. Notwithstanding any other provision of this Agreement, the Owner's present liability shall be limited to $231,410.00, which represents the sum of available funds. Further design work, which is beyond design development, shall require appropriation of further monies and shall require a future amendment to this Agreement.

...

N/A

...

N/A

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

PAGE 17

SEE ADDENDUM.

~~Schematic Design Phase~~		~~percent (~~		~~%)~~
~~Design Development Phase~~		~~percent (~~		~~%)~~
~~Construction Documents Phase~~		~~percent (~~		~~%)~~
~~Bidding or Negotiation Phase~~		~~percent (~~		~~%)~~
~~Construction Phase~~		~~percent (~~		~~%)~~
~~Total Basic Compensation~~	~~one hundred~~	~~percent (~~	~~100~~	~~%)~~

...

N/A

...

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N/A N/A

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

PAGE 18

Zero Dollars ($0.00)

...

§ 11.10.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%~~ Zero Percent (0%)

...

~~Special terms and conditions that modify this Agreement are as follows:~~
SEE ADDENDUM.

...

N/A

...

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

N/A

ARTICLE 14 MISCELLANEOUS PROVISIONS

SEE ADDENDUM.

PAGE 19

~~OWNER~~	~~ARCHITECT~~
~~(Signature)~~	~~(Signature)~~
~~(Printed name and title)~~	~~(Printed name and title)~~

OWNER ARCHITECT

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The Town of Natick, Massachusetts

By: The Natick Board of Selectmen

Richard P. Jennett, Jr., Chairman

Nicholas S. Mabardy, Vice Chairman

Jonathan H. Freedman, Clerk

John J. Connolly

Susan G. Salamoff

Dated:

Tecton Architects, P.C.

by:

Signature

Jeffery R McElravy

Printed Name

Principal

Printed Title

Dated: April 4, 2017

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify, pursuant to M.G.L. c. 44, §31C, 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.

Dated:

Virginia W. Cahill
Comptroller, Town of Natick

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APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

Dated: _____

John P. Flynn, Esq.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:43:47 on 03/28/2017 under Order No. 0337119105_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN THE TOWN OF NATICK ("OWNER" "THE TOWN OF NATICK" OR "THE TOWN") AND TECTON ARCHITECTS, PC ("ARCHITECT")

This Addendum is attached to and modifies the Standard Form of Agreement between Owner and Architect, AIA Document B 101-2007. Its provisions supersede and, where applicable, modify and supplement the corresponding numbered provisions of those standard forms.

1.4 Add new provision as follows:

The provisions of the Town of Natick's Request for Qualifications for Designer Services Related to the Construction of a New West Natick Fire Station, the Architect's Response, and the Architect's Fee Proposal are incorporated herein by reference. The Architect's Fee Proposal is attached hereto and incorporated herein by reference. In the event of any conflict among the Agreement Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Future amendments to Agreement (if any)
Second Priority:	This Addendum
Third Priority:	Standard Form Owner/Architect Agreement AIA Document B 101-2007.
Fourth Priority:	Architect's Fee Proposal
Fifth Priority	Addenda to the Request for Qualifications (RFQ) (if any)
Sixth Priority:	RFQ
Seventh Priority:	Architect's Response to the RFQ.

2.5 Delete the current text and replace with the following:

The Architect shall provide and maintain throughout the term of the Agreement 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 Architect shall provide and maintain throughout the term of this Agreement 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.

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.

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.

Automobile Liability Insurance - Combined single limit of $1,000,000.

Professional Liability Insurance, covering errors and omissions, $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 Agreement.

Excess Liability Insurance, Umbrella Form - $2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance and automobile liability insurance.

The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form.

The Architect 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 additional insured on each such policy.

All certificates and policies of insurance shall contain the following provision:

> "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder, to the Town Administrator, Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760, before such cancellation or amendment shall take place."

Certificates evidencing such insurance in five (5) copies shall be furnished to the Town of Natick at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Architect shall make no claims against the Town of Natick or their officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by this Agreement.

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.

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

2.6 Add new provision as follows:

The Architect shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Architect's work. To the fullest extent permitted by law, the Architect 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 Architect of its obligations under this Agreement, or the act or omission of the Architect, 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 Architect under the Agreement, 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 Architect or any of its officers or employees regarding the subject matter of this Agreement. 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.

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 Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Architect or its employees, regarding the subject matter of this Agreement.

2.7 Add new provision as follows:

The Architect 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 Agreement and any extension or renewal thereof. Without limitation, the Architect shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and any applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Agreement shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and 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.

2.8 Add new provision as follows:

By signing this Agreement, the Architect acknowledges that it has examined the area of work which is the subject matter of this Agreement and that it is familiar with all sites which are the subject of this Agreement and with all conditions of the Agreement. The Architect has entered into this Agreement 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.

3.3 Add a new provision, which shall provide as follows:

The Town shall initially contract with the Architect to provide designer services through design development. Subject to additional funding from Natick Town Meeting, and subject to approval from the Town, the Town shall proceed to direct the Architect to complete the services set forth in Sections 3.4 to Sections 3.6 of the AIA, in which case, the following modifications to AIA B101 shall apply:

3.6.1.4 Add a new provision as follows:

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's Instruments of Service.

3.6.2.1 In the first sentence, insert the following text after the words "stage of construction": "as the Town deems necessary."

3.6.3.1 Delete the second sentence and replace with the following:

The Architect's certification for payment shall constitute a representation to the Owner, based upon the Architect's onsite observations and evaluations of the work provided in Section 3.6.2, as an experienced and qualified design professional, and on the review of the data comprising the Contractor's Application for payment, that the Work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents.

3.6.3.2 Insert the word "or" between clauses "(1)" and "(2)". Delete clauses "(3)" and "(4)".

3.7 The provisions of the Architect's Fee Proposal are attached hereto and are incorporated herein by reference.

4.1.11 Delete this text.

4.1.24 Delete this text.

4.3.1.5 Delete this text.

4.3.1.8 Add the following at the end of the current text "or where issues arise as to the Architect's performance under this Agreement."

4.3.4 Delete this text.

5.6 In the third sentence, after the word "demonstrates," insert the words "to the satisfaction of the Owner".

5.11 Delete the first sentence.

7.3 In the first sentence, delete the words "including prompt payment of all sums when due".

7.3.1 Delete this text.

8.1.2 In the first sentence, delete the word "covered" and insert the word "paid" in its place.

8.1.3 In the last sentence, delete the phrase "except as specifically provided in Section 9.7."

8.2.1-8.2.3 Delete these Paragraphs and insert a new Mediation provision as follows:

8.2 Non-Binding Mediation.

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator as the parties agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement. This paragraph 8.2 shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of a legal proceeding to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts. This Paragraph 8.2, in addition, shall be without prejudice to the rights of either party to initiate legal proceedings while such mediation is pending but only if it is necessary to do so to avoid the expiration of any applicable statutes of limitation.

8.2.4 Check litigation.

8.3 Delete this Paragraph.

9.1-9.7 Delete and replace with the following:

9.1 If either party shall breach any provision of this Agreement, which breach is not cured within twenty-one (21) days of written notice thereof from the non-breaching party to the breaching party, the non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party.

9.2 If any assignment shall be made by the Architect or by any guarantor of the Architect for the benefit of creditors, or if a petition is filed by the Architect or by any guarantor of the Architect 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 Architect and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Agreement upon written notice to the Architect.

9.3 The award of this Agreement and the continued operation of this Agreement are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Agreement. 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 Agreement. In that event the Town may terminate this Agreement upon written notice to the Architect.

9.4 The Town may terminate this Agreement upon written notice to the Architect if a source of money to fund the Agreement is lost during the Agreement term. In the alternative, the parties may agree in writing to amend the Agreement to provide for an Agreement price which represents a reduced appropriation for the Agreement term.

9.5 The Town may also terminate this Agreement for convenience upon thirty (30) days' written notice to the Architect.

9.6 In the event of termination the Architect shall be entitled to be paid for services rendered in accordance with this Agreement prior to termination; however, the Architect shall not be paid any termination expenses.

9.7 In the event that this Agreement is terminated pursuant to Section 9.1 or 9.2 above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Architect 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 Agreement price, and shall withhold such damages from sums due or sums which become due.

10. Delete 10.1-10.8. Miscellaneous provisions will now appear as Article 14, below. Insert new Article 10 as follows:

Except as otherwise provided in this Agreement, 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.

If to the Town:	Martha L. White, Town Administrator Natick Town Hall 13 East Central Street Natick, MA 01760
With copies to:	John P. Flynn, Esq. Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410 Quincy, MA 02169
If to the Architect:	Jeff McElravy, Principal Tecton Architects, pc One Hartford Square West Hartford, CT 06106

11.4 Insert five percent (5%) for the amount allowed.

11.5 Add the following percentages as appropriate:

Schematic Design Phase	Fifteen Percent (15%)
Design Development Phase	Fifteen Percent (15%)
Construction Documents Phase	Twenty-Five Percent (25%)
Bidding or Negotiation Phase	Ten Percent (10%)
Construction Phase	Thirty-Five Percent (35%)
Total Basic Compensation	One Hundred Percent (100%)

11.6 In the last sentence, insert the words "in accordance with this Agreement" after the word "performed".

11.7 Insert "N/A."

11.8.1.1 Insert at the end the words "as authorized in advance by the Town".

11.8.1.2 Insert at the end the words "as requested by the Town".

11.8.1.8 Delete this text.

11.8.1.11 Delete this text.

11.8.2 Insert ten percent (10%) for the amount of reimbursable expenses.

11.9 Insert zero dollars ($0.00) for the amount of the licensing fee to be paid.

11.10.1 Insert zero percent (0%) of the contract value for the amount of the initial payment.

11.10.2 Delete this text.

11.10.5 Add the following provisions:

Payment shall be made to the Architect for work completed in accordance with this Agreement. 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 Architect's invoice by the Town for services rendered in accordance with this Agreement. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Architect 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.

Payment of the amounts due under this Agreement 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 Agreement or anything done in pursuance thereof.

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

12. Delete Articles 12 and 13.

Add the following new provisions:

Article 12 PERSONNEL

12.1 The personnel assigned to this Project shall be as follows:

Jeff Wyszynski, Principal in Charge
Jeff McElravy, Project Manager
Matt Salad, Production Leader

Rebecca Hopkins, Production Support
Kathryn Mease, Interior Designer

There shall be no change to these personnel assignments without the prior written consent of the Owner, which consent shall not be unreasonably withheld. In the event substitution of personnel is requested by Architect or the Owner, written notice of such request shall be timely provided in writing to the other party. The Owner shall have authority to reject any proposed replacement personnel if it reasonably and timely deems such proposed replacement to be unsatisfactory.

Architect warrants that it has in its employ, and will continue to have for the term of this Agreement or any extension or renewal thereof, sufficient personnel experienced in performing design services such that Architect's obligations under this Agreement will be carried out in a prompt and professional manner. Architect further warrants that it is experienced in performing design services, and agrees that it will perform the services required by this Agreement in accordance with the prevailing standard of professionalism and care applicable to such professionals and services in Massachusetts.

Architect shall not subcontract any services to be performed under this Agreement without the advance, written consent of the Owner. The Architect's employees, servants and agents shall not be considered to be Owner's employees for any purpose, including matters of workers' compensation and unemployment insurance.

12.2 Add the following provision:

The Architect shall provide services under this Agreement 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 Architect 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.

12.3 Add the following provision:

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

the Architect shall not be permitted to return to work on this Agreement. Under such circumstances, the Architect shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

13. Add the following new provisions:

Article 13 STATUTORY PROVISIONS

13.1 Article 13 STATUTORY PROVISIONS

13.1 The Architect hereby certifies that:

(i) If an individual, the individual is a registered architect;

(ii) If a partnership, a majority of all the partners are persons who are registered architects;

(iii) If a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, landscape architects or engineers, and the person to have the project in his or her charge is a registered architect; or

(iv) If a joint venture, each joint venturer satisfies the requirements of G.L. c.7C, §44. (Statutory reference: M.G.L. c.7C, §44)

13.2 The Architect hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with, the award of this Agreement. (Statutory reference G.L. c.7C, §51 (d)(i))

The Architect hereby certifies that no consultant to or subcontractor for the Architect has given, offered or agreed to give any gift, contribution or offer of employment to the Architect, 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 Architect. (Statutory reference: G.L. c.7C, §51(d)(ii))

The Architect hereby certifies that no person, corporation or other entity, other than a bona fide full time employee of the Architect, has been retained or hired by the Architect to solicit for or in any way assist the Architect in obtaining this Agreement upon an agreement or understanding

that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Architect. (Statutory reference: G.L. c.7C, §51(d)(iii))

The Architect hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the Massachusetts General Laws and that the Architect has filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: G.L. c.7C, §51(d)(iv)).

13.3 The Architect is hereby prohibited from receiving any extra payments for additional work that should have reasonably been anticipated by the Architect. [M.G.L. c. 7C, §51(i)].

13.4. The Architect shall maintain all books, records and accounts related to the Project in compliance with the following:

1. The Architect 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 Architect.

2. Until the expiration of six (6) years after final payment, the Owner, the Office of the 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 Architect and of its subcontractors and consultants that directly pertain to, and involve transactions relating to the Project and to the Architect or its consultants in relation to the Project.

3. The Architect shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Architect's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Architect's independent certified public accountant approving or otherwise commenting on the changes.

4. The Architect has filed a statement of management on internal accounting controls prior to the execution of this Agreement.

5. The Architect has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year.

6. The Architect shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Architect and its subsidiaries reasonably assures that:

   (a) Transactions are executed in accordance with the management's general and specific authorization;

   (b) 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;

   (c) Access to assets is permitted only in accordance with management's general or specific authorization; and

   (d) The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.

7. The Architect shall also file annually with the Owner a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:

   (a) whether the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and

   (b) 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 Architect's financial statements.

8. During the term, the Architect shall annually file with the Commissioner of Capital Asset Management and Maintenance and the Owner of this Agreement 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 Owner upon request.

9. Records and statements required to be made, kept or filed in compliance with the provisions of this Agreement shall not be public records, as defined in section seven of chapter four of the Massachusetts General Laws (Statutory reference: G.L. c. 30, §39R).

14. Add the following new provisions:

Article 14 MISCELLANEOUS PROVISIONS

a. Any action at law or suit in equity instituted by the Architect as a result of the performance, non-performance or alleged breach of this Agreement 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 Agreement, 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 Architect shall constitute a waiver of any subsequent default or breach.

c. If the Architect discovers or is informed of any discrepancy or inconsistency in the Agreement Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Architect shall promptly, before commencing services under this Agreement, report the same to the Town in writing.

d. The Architect acknowledges that it has not been influenced to enter into this Agreement, nor has the Architect relied upon any warranties or representations not set forth in this instrument.

e. The Architect 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 Architect 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 Architect 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 Agreement, the Architect 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 Agreement, the Architect certifies under penalties of perjury that its Bid 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 Agreement, the Architect 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 Architect understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Architect with respect to the services required to be provided under this Agreement. The Architect 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 Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

l. The Architect shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, 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 Architect 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, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the

armed services, the receiving of public assistance, and handicap.

m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.

n. The Architect shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Town.

o. The Architect shall not assign any money due or to become due to the Architect unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Architect of its obligations under this Agreement.

p. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

q. This Agreement may be amended only by written consent of the parties.

r. This Agreement constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Agreement. When executed, this Agreement supersedes any other agreement of any of the parties in connection with the transaction contemplated.

s. If any provision, or portion thereof, of this Agreement 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 Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

u. Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of a person to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, except to the extent that the presence, handling, removal, disposal or exposure is caused by the Architect or its officers, employees, agents and representatives or by the Architect's consultants or their officers employees, agents or representatives. Other than as required for the preparation of a hazardous material (HAZMAT) abatement plan, including without limitation, taking of samples related to testing required

for the abatement plan, neither the Architect and its officers, employees, agents, and representatives, nor the Architect's consultants and their officers, employees, agents, and representatives, shall have authority to handle, transport, remove or dispose of hazardous materials in any form regarding the Project which is the subject of this Agreement, including without limitation, asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

u. Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

v. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

x. This Agreement is executed in five (5) copies as a sealed instrument.

OWNER
The Town of Natick, Massachusetts

by: The Natick Board of Selectmen

Richard P. Jennett, Jr., Chairman

Nicholas S. Mabardy, Vice Chairman

Jonathan H. Freedman, Clerk

John J. Connolly

Susan G. Salamoff

ARCHITECT
Tecton Architects, PC

by:

Signature

Jeffery R McElwaney
Printed Name

Principal
Printed Title

Dated: 4/18/17

Dated: April 4, 2017

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify, pursuant to M.G.L. c. 44, §31C, 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.

Virginia W. Cahill
Comptroller, Town of Natick

Dated: 4/5/17

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

John P. Flynn, Esq.

Dated: April 5, 2017

TectonArchitects

ARCHITECTURE
INTERIORS
LAND PLANNING

17 RAILROAD AVENUE
WESTERLY, RHODE ISLAND 02891
TELEPHONE 401.596.7565
FAX 401.596.7227

ONE HARTFORD SQUARE WEST
HARTFORD CONNECTICUT 06106
TELEPHONE 860 548 0802
FAX 860 249 2531
TECTONARCHITECTS.COM

March 23, 2017

Bryan LeBlanc
Procurement Officer
Natick Department of Public Works
75 West Street
Natick, MA 01760

Re: **Fee Proposal** – New West Natick Fire Station
For the Town of Natick, MA

Dear Mr. LeBlanc:

Thank you for providing Tecton Architects with the opportunity to submit a proposal for the professional design services for your new West Natick Fire Station.

Tecton Architects is prepared to enter into a contract based upon the Town's standard form of contract as provided in the invitation to submit a fee proposal.

This proposal will define the professional services that you will need to support the design documentation in anticipation of Town Meeting approval for construction of this project. Section A describes our understanding of your project goals; Section B lists the consultant team we plan to use; and Sections C outlines the scope services that Tecton will provide to assist you in reaching those goals. In Section D, Clarifications, you will find some of the tasks that you, as owner, will have to provide outside of this agreement in order to achieve your goals. This section will also clarify certain tasks that Tecton will not be providing as part of the base agreement or which are offered as additional services outside of the base agreement. Section E lists any special design services identified in the RFP that we will prepare. Section F, G, and H outlines our proposed fees for the project. Finally, Section I identifies the key personnel Tecton will employ in the delivery of your project.

A. DESCRIPTION OF PROJECT

We understand that the Town of Natick is seeking to construct an approximately 25,000 square foot Fire Station, subject to program validation, on the site of the existing West Natick Fire Station at 268 Speen Street. The existing site will be supplemented with adjacent Town acquired parcels such that the entire site is comprised of Lots 251A, 248A, 248B, and 247 depicted on Assessor's Map 25.

We further understand that the design of the new facility will consider alternative energy and energy conservation solutions, and may (at the owner's discretion) conform to the standard for LEED certification, however services to file applications and track paperwork for actual LEED Certification is not included.

The project is expected to be ready for a spring 2018 construction start.

The total project cost is projected at $9,500,000. With an approximate 15% of that dedicated to soft costs, the expected construction budget is approximately $8,075,000.

B. PROPOSED CONSULTANTS:

The following engineering firms have worked with Tecton on many similar projects and we are confident that they will perform to meet our expectations and needs.

Architectural Design	*Tecton Architects*
Firematics Consultant	*Pacheco Ross Architecs*
Interior Design	*Tecton Architects*
Civil Engineering & Landscape Design	*Fuss & O'Neill*
Structural Engineering	*Odeh Engineers, Inc.*
MEP Engineering	*Consulting Engineering Services (CES)*
Estimating	*Rider Levitt Bucknall*

C. SCOPE OF PROFESSIONAL DESIGN SERVICES

The design services that are proposed for this professional team will be coordinated by Tecton and will be provided in phases – Program Validation and Schematic Design, Design Development, Construction Documents\. These services will be in accordance with AIA Document B141 and will include the following design elements.

Architectural Services will include design of the following:

1. Building Design – design and specification of the building and core infrastructure.
2. Interior Design - design and specification of all interior spaces and finishes. A Finish Board will be generated for presentation purposes.
3. FF&E Layout only.
4. Site Design – design of the site plan layout and site features working with our civil engineer and landscape architect.
5. Site Plan Approvals– coordination of the applications for Site Plan approvals, Planning Board approval, Conservation Commission approval, and MA DOT access permit including attendance at necessary meetings.
6. Cost Estimating – we will work with our Cost Estimator to manage the project design to the budget, and to provide appropriate alternates to adjust for the vagaries of the bidding market. Three estimates will be performed at SD, DD and 90% completion.
7. Project design meetings – as necessary with committee members will be held on a mutually agreed upon schedule.

MEP Engineering Services will include the engineering of the following:

1. Plumbing Systems
   a. We will prepare plans and specifications for the installation of a new plumbing system, which shall include the distribution of hot and cold water, vent and waste piping and hot water generation. The wastewater piping shall extend no more than ten feet out of the building. It is assumed that the wastewater sewage system will be a gravity drainage system (no sewage pumping required).
   b. We will prepare plans and specifications for the installation of a new water service to the building from the local Water Company's point of connection. We will contact the utility to confirm requirements of design.
   c. We will prepare plans and specifications for the installation of gas piping to the mechanical equipment.
   d. We will prepare plans and specifications for the installation of a new gas service to the building from the local gas company's point of connection. We will contact the local gas company to coordinate and to verify the availability of the required service.

2. HVAC Systems
   a. We will prepare plans and specifications for the installation of a new heating, ventilation and air conditioning system. This system will include all necessary heat generation equipment, air handling equipment, cooling equipment, distribution ductwork, and associated controls.
   b. We will prepare plans and specifications for the installation of a new exhaust system for the restrooms and other miscellaneous spaces. The system will be composed of exhaust fans, exhaust ductwork and exhaust grilles.
   c. We will prepare plans and specifications for the installation of a new CO monitoring and exhaust system. The system will be composed of exhaust fans, exhaust ductwork, monitoring devices and associated controls.

3. Fire Protection Systems
   a. We will prepare plans and specifications for the installation of a new fire protection system in accordance with NFPA 13. We will verify the existing available service pressure and base the design on same.
   b. We will prepare plans and specifications for the installation of a new water service to the building from the local water company's point of connection. We will coordinate the service with the local Water Company.

4. Electrical Systems
   a. We will prepare plans and specifications for the installation of a new electrical service to the building from the local utility company's point of connection. We will contact the local electric utility company during design to confirm the utility requirements of design.
   b. We will prepare plans and specifications for the installation of a new telephone and cable TV service to the building from the local utilities companies' point of connection. We will contact the local Telephone, Internet, and Cable Television Companies utilities during design to confirm the requirements of design.
   c. We will prepare plans and specifications for the installation of a new electrical distribution system throughout the building to support general receptacles, mechanical equipment, and other miscellaneous equipment.
   d. We will prepare plans and specifications for the installation of new lighting, exit signage and emergency lighting. We will coordinate with your office the selection of the lighting fixtures for all areas.
   e. We will prepare plans and specifications for the installation of a new fire alarm system to meet the specific code requirements.
   f. We will prepare plans and specifications for the installation of a new telephone/data infrastructure system in accordance with the owner's requirements. This will include the conduits, wiring, jacks, back boxes, IT closet design with racks and punch down blocks. We will meet with Town's IT personnel to confirm the telephone and IT infrastructure requirements will work for the Owner's vendors.
   g. We will prepare plans and specifications for the installation of a new building mounted and site lighting system for the parking lot and pedestrian areas.
   h. We will prepare plans and specifications for the installation of an emergency generator, automatic transfer switches and associated controls. The emergency system shall support the boiler plant, air-handling equipment, data processing equipment, emergency lights and exit signs, elevators, etc.
   i. We will prepare plans for a building security system and card access system. Security system will be limited to exterior and interior cameras and card-access into restricted areas.

j. We will prepare plans and specifications for a lightning protection system.
k. We will design the required electrical service to support an elevator if it is required by the design.

Structural Engineering Services will include the engineering of the following:

1. Building footings, foundations and slab
2. Structural frame system, floor systems, roof system.

Landscape Design Services will include the design of the following:

1. Landscaping – planting layout and specifications.

Civil Engineering Services will include the engineering of the following:

1. Site Layout Plan – will define the building and detailed pavement plan showing parking, access driveways, walkways, site lighting (location and specification of site lighting by Tecton) and signage (location and specification of site sign by Tecton).
2. Grading Plan – detailed site grading and drainage
3. Storm Drainage Plan - from building to connection point of existing utilities (including drainage calculations and sustainable design solutions).
4. Building Utilities – water, firewater, electric, gas, storm, and phone/cable/data connections from 10' beyond the building to the connection point of existing utilities.

Bidding Services – The team will provide bidding support services as follows:

1. Assist in securing reprographics/plan set distribution service, this may include an electronic/web based bidding distribution.
2. Assist with advertising in Central Register and local publications.
3. Review bidder's questions and prepare necessary addenda.
4. Prepare bidders tabulations sheets for filed sub-bid and general bidders.
5. Prepare filed sub-bidder list for distribution to general bidders.
6. Assist in review of all bids for responsiveness and completeness including a visit to DCAMM to review three low bidders' files.
7. Assist with preparing contract for low bidder.

Construction Administration Services - The consultant team will provide the Construction Administration services outlined below for the monthly fee quoted. These services will be crucial to the successful completion of the project, and it will be imperative that all parties (the Owner, Construction Manager, and Design Professionals) participate fully in the CA process. These procedures are defined in more detail in the AIA Document B101 (Owner/Architect Agreement) and AIA Document A201 (General Conditions of the Construction Contract).

1. Provide wet seal sets for permit.
2. Attendance at construction meetings (consultants will attend when appropriate).
3. Preparation of weekly job meeting minutes.
4. Minimum weekly visits, or as required, to the site to observe the progress of construction and generation of reports.
5. Review of Submittals and Shop Drawings, RFI's and PCO's provided by the contractors.
6. Issue required ASI's, CCD, and Change Orders,

7. Issue all correspondence between Owner and General Contractor.
8. Review of Applications for Payment.
9. Development of a Final Punch List and schedule two (2) reviews to determine resolution of all issues identified in the punch list.
10. Preparation of Construction Control Affidavits at Substantial and Final Completion.
11. Issuance of a Certificate of Substantial Completion

D. CLARIFICATION NOTES

Some of the responsibilities of the Owner and some clarifications of the process of our work are listed below.

1. The Voice/Data system design **included** in this proposal is limited to coordination, boxes and pathways. Equipment design shall be by others.
2. Traffic Engineering Study Report is **included** in this proposal.
3. Site surveys, test borings, environmental assessments, and identification and abatement of hazardous materials within the building are **included** in the above proposal. The number of borings will be as required by the design.
4. Shoring, Retaining Walls, Landscaping Irrigation, design beyond the site are **not included** in this proposal.
5. The completion of LEED Certification Application and Documentation is provided **not included**. Tecton does, however, incorporate sustainable design into all possible areas of project design regardless of the decision to pursue certification.
6. Should field surveys uncover unknown conditions or requirements necessitating additional professional services those services will be provided as an additional-fee service. Those findings shall be incorporated into the program and design of the project.
7. FF&E design and specification is **not included** in this proposal. The design team will work with the Owner's representative on coordination of FF&E items as an additional service.
8. We will locate key electronic equipment (printers, faxes, plotters, scanners, etc.) of the Owner on the layout plans if an inventory of this equipment is provided.
9. Inventories of the Client's existing systems-furniture, loose furniture, equipment or other fixtures to be saved and reused are **included** in this proposal.
10. Access to the project site and any existing structures will be necessary to complete the work. We will expect that the Owner will facilitate access when requested.
11. It is recognized that the Architect does not have control over the cost of labor, materials or equipment or the construction methods of determining bid prices, or over competitive bidding, market or negotiating conditions.
12. The cost of generating special presentation materials such as physical models is **not included** in the fee and will be considered reimbursable.
13. If the client requests changes to the project design or scope after approval has been given to proceed to the next step in the design or construction document process an additional fee may be charged for those changes. Client's approval to proceed will be in writing

14. The project documents will be produced as one comprehensive set without construction phasing as long as the design permits continued use of the existing facility during construction. If otherwise, phasing will be considered to offer continuous operation on site.
15. This proposal has been based upon site conditions warranting conventional structural foundations. If site geotechnical conditions require special foundations or piles an additional fee may be requested to cover that analysis and design.
16. This project will be designed and documented using **Revit BIM** modeling software. 2D documents will be extracted from the BIM model for use in construction and contracting. The Owner will be provided with a disk copy of these files at the end of the project at no additional charge.

E. SPECIAL DESIGN SERVICES – included in fee proposal

In addition to the standard design documents that will be required to complete the project, Tecton will provide the following special design services, the cost for these services is identified as a separate line item in the Cost of Services calculation:

1. Site Survey - We will subcontract the services of a professional land surveyor to obtain an existing conditions plan of the subject parcels based on NAVD 1988 and NAD 1983 State Plane Coordinate System. The work will include research, fieldwork, computations and drafting to complete boundary topographic surveys prepared by a licensed land surveyor. The existing conditions plan will depict state highway layout, benchmarks, easements, buildings, pavement edges, parking, fences, landscaping, and visible utility structures situated on and immediately adjacent to the property. Topographic information will include spot elevations, floor elevations, and elevation contours at one-foot intervals. Utility information will be based on plans provided by utility service providers and field observations. No subsurface excavation to verify utility locations is included in this proposal.
2. Geotechnical borings and engineering report.
3. Environmental Assessment – we will prepare a phase I Environmental Report to identify any environmental concerns that may require further attention in the development of the site.
4. Permitting Assistance - The project area falls within both the Commercial-Two (CII) and Residential Single-A (RSA) districts and an APD district. Portions of the area also fall within the Regional Center (RC) Highway Overlay District. Public Facilities are classified under use code 45 in the Town Bylaws, which are allowed in CII zones, and allowed by Special Permit in the RS districts. Based on these conditions, the project is anticipated to be processed under the Site Plan Review (SPR) procedure described in section VI of the By-Laws, which is administered by the Planning Board acting as the Special Permit Granting Authority (SPGA).

   We will assemble civil engineering materials to support an SPR application for the proposed development project, which will include the information required on the Special Permit/SPR Checklist found in the Town's Special Permit and Site Plan Review Rules and Regulations. We have assumed the project is exempt from any application fees.

   As part of this task, we will attend a pre-application meeting with the Planning Department and necessary public hearings with the Natick Planning Board to discuss the civil engineering and traffic aspects of the project. We have assumed the plans and reports prepared for the Design Development task will be sufficient for this effort.

5. Professional Cost Estimating – We will prepare schematic design, design development and 90% construction document estimates with our professional cost estimator and incorporate the construction cost estimates into project budget estimates.
6. Traffic Engineering and MA Dot Access Permit - During the programming phase, we anticipate performing the following tasks related to traffic and site access:
   a. Observe existing site access, adjacent streets geometry, traffic operations at the project site
   b. Obtain existing traffic signal operation plans and as-built roadway plans from Mass DOT for Speen Street southbound ramp /frontage street, Speen Street adjacent to Town property, and at Hartford Street/ Speen Street intersection
   c. Obtain latest available traffic count data from Town and/or Mass DOT for Speen Street in project area
   d. Evaluate up to three conceptual site plans developed by Tecton for site access with two proposed driveway locations (i.e., Speen Street southbound ramp/frontage road near Pet World and at the existing fire station driveway on Speen Street)
   e. Determine sight distance condition and traffic signal needs at the driveway locations (existing traffic signal improvement needs and possible new traffic signalization) for the preferred site plan concept
   f. Coordinate access design requirements with Town and Mass DOT
   g. Attend necessary meetings with Mass DOT District 3 office to review the design
7. We have assumed the following as part of the traffic assessment:
   h. Base plans of existing roadways adjacent to the site for use in review of conceptual access designs are assumed to be available and provided by Mass DOT and the Town
   i. Required off-site traffic signal modifications on Speen Street and the ramp adjacent to the site are subject to the results of inspection and review of operational plan data obtained during this phase. The only off-site improvements included in our scope are those specific noted above.
8. Fuss & O'Neill will also prepare and submit an Access Permit Application to Mass DOT District 3. The application will include the plans and reports developed in the Design Development task. We will coordinate with Tecton to obtain any additional architectural or MEP engineering plans required for submission, arrange for signatures, and act as the liaison between Mass DOT and the Town. We will attend one application review meeting with Mass DOT. Any application fees shall be paid by the Town.

F. COST OF SERVICES

The scope of professional services for this proposal has been defined above. The **Fixed-Fee Cost** for those services will be as follows.

Base Professional A&E Services	*$738,862.50*
Special Design Services	*$110,500.00*
Total A&E Services Fee	***$849,400.00***

G. BASE FEE BREAKDOWN BY PHASE:

The work will be completed in phases as outlined below. We will not proceed with a subsequent phase until you have approved the work of the previous phase:

Schematic Design	*$111,937.67*
Design Development	*$111,937.67*
Construction Documents	*$185,823.92*
Bidding	*$73,147.39*
Construction Administration	*$256,015.86*
Total Basic Service Fee	***$738,862.50***

H. COST OF SPECIAL DESIGN SERVICES

The scope of the Special Design Services is defined above. The **Fixed-Fee Cost** for those services will be as follows.

Site Survey	*$8,000.00*
Geotechnical borings and engineering report	*$9,500.00*
Environmental Assessment	*$1,500.00*
Hazardous Materials Assessment/Remediation	*$15,000.00*
Permitting Assistance	*$10,500.00*
Professional Cost Estimating	*$14,500.00*
Traffic Engineering and MA DOT Access Permit	*$45,000.00*
Underground Storage Tank Removal Specification	*$5,000.00*
Wetland Delineation	*$1,500.00*
Total Special Design Services Fee	***$110,500.00***

The cost for these services is not included in the total for Section H above. Special Design Services fees will be billed as work is completed.

I. PROJECT MANAGEMENT:

Tecton will administer this contract through the following key staff:

Principal in Charge	**Jeff Wyszynski**
Project Manager and Designer	**Jeff McElravy**
Production Leader	**Matt Salad**
Interior Designer	**Kathryn Mease**

As additional information, I have included below a list of Tecton's Hourly Billing Rate Schedule below (for your use if you should request any additional hourly work by the Firm).

Professional Rates **2017**

The following rates will be applied to tasks that the client has agreed to pay on an hourly basis, or to tasks that have specifically been approved by the client as extra hourly services to a fixed fee contract. These rates are subject to periodic adjustment due to changes in labor rates and overhead costs. The hourly rates charged shall be those that prevail at the time services are rendered.

Architecture & Interiors	Hourly Rate
PRINCIPAL	$190
SENIOR PROJECT MANAGER	$180
PROJECT MANAGER	$170
SENIOR ARCHITECTURAL DESIGNER	$160
PROJECT ARCHITECT	$155
ARCHITECTURAL ASSOCIATE	$130
CONSTRUCTION SPECIALIST	$140
REGISTERED INTERIOR DESIGNER	$130
INTERIOR DESIGNER	$115
PRODUCTION LEADER	$125
BIM SPECIALIST	$115
PROFESSIONAL ASSISTANT	$82
CLERICAL SUPPORT STAFF	$67

You should find this proposal competitive and consistent with the high quality work that Tecton imparts to all of our projects. If any of the conditions need further clarification or adjustment please feel free to call. We trust that the information provided will be sufficient for you to make a decision about your core professional team and we look forward to discussing this interesting project further.

Very truly yours

Jeffery R. McElravy

Jeffery R. McElravy, AIA, Principal

file: F:\I Marketing\I Project Proposals\Natick MA New Fire Station 01 12 2017\05 Fee\17 0323 fee proposal.docx

TECTARC-01

KLANKTON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/04/2017

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
Smith Brothers Insurance, LLC
68 National Drive
Glastonbury, CT 06033

CONTACT NAME: Kristen D. Lankton
PHONE (A/C, No, Ext): (860) 430-3258 FAX (A/C, No):
E-MAIL ADDRESS: klankton@smithbrothersusa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company	11000
INSURER B : Hartford Ins Group - DBC	00914
INSURER C : XL Specialty Insurance Co	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tecton Architects, P.C.
One Hartford Square West
1st Floor, Ste 103
Hartford, CT 06106

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		02SBATU3081	05/13/2016	05/13/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X		02SBATU3081	05/13/2016	05/13/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		02SBATU3081	05/13/2016	05/13/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		02WECCF0564	05/13/2016	05/13/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C C	Professional Liab Retro Date: 01/01/79			DPR9804907 DPR9804907	05/13/2016 05/13/2016	05/13/2017 05/13/2017	Each Claim Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

Project: New West Natick Fire Station (Agreement Dated 3/27/2017)
Town of Natick is included as Additional Insured under General Liability, Automobile and Umbrella as per policy forms. 30 day notice of cancellation applies to holder.

CERTIFICATE HOLDER

Town of Natick
Natick Town Hall
Attn: Town Administrator
13 East Central Street
Natick, MA 01760

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
Kimberley S. Connolly

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Town of Natick
Natick, Massachusetts

REQUEST FOR QUALIFICATIONS FOR DESIGNER SERVICES RELATED TO THE CONSTRUCTION OF A NEW WEST NATICK FIRE STATION

RESPONSES DUE:

2:00 P.M. local time, Thursday, January 12, 2017
Late Responses Will Be Rejected.

DELIVER COMPLETED RESPONSES TO:

Town of Natick
Procurement Officer
Natick Department of Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

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 sealed Responses for Designer Services related to the Construction of a New West Natick Fire Station. The Request for Qualifications ("RFQ") may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, Monday through Thursday, between 8:00 A.M. and 4:00 P.M. local time, and on Friday, between 8:00 A.M. and 12:00 P.M. (noon) local time, beginning on Wednesday, December 21, 2016. Sealed Responses will be received until 2:00 P.M. local time, Thursday, January 12, 2017, at the Procurement Office, 75 West Street, Natick, MA 01760. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses will be extended to the time posted above on the next business day upon which the Procurement Office is open. Pursuant to M.G.L. c. 7C, §§44-58, the Town reserves the right to award one or more (1) Contracts, if at all, to the most qualified responsive and responsible Responder who complies with the Response Submission Requirements in Section 4 of the RFQ. The award of any contract pursuant to this RFQ shall be subject to appropriation by Natick Town Meeting. A contract will be awarded, if at all, on a negotiated basis, with a totaled fee not to exceed eight hundred fifty thousand dollars and zero cents ($850,000.00), subject to negotiation and subject to all procedures outlined in the RFQ, pursuant to M.G.L. c. 7C, §§44-58 and all applicable regulations and guidelines.

All Responses shall comply with the RFQ issued by the Town of Natick. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town.

A feasibility study for the project exists and may be reviewed in the Office of the Natick Board of Selectmen, Natick Town Hall, 13 East Central Street, Natick, MA 01760, between 8:00 A.M. and 5:00 P.M., Monday through Thursday, and between 8:00 A.M. and 12:00 P.M., Friday.

The Project shall aim to achieve LEED silver-level standards; however, there are no plans to seek certification at this time.

The Project budget, including construction costs and design fees, has been established at approximately nine million five hundred thousand dollars and zero cents ($9,500,000.00).

Section 1. Instructions to the Request for Qualifications

In accordance with the provisions of Chapter 7C, Sections 44-58 of the Massachusetts General Laws, 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 sealed Responses for designer services related to the construction of a new West Natick Fire Station (the "Project"). For a full description of such designer services, please refer to Section 3 of the Request for Qualifications (RFQ).

Copies of this RFQ may be obtained from the Procurement Office, Natick Town Hall, 75 West Street, Natick, MA 01760, Monday through Thursday, between 8:00 A.M. and 4:00 P.M. local time, and on Friday, between 8:00 A.M. and 12:00 P.M. (noon) local time, beginning on Wednesday, December 21, 2016.

A non-mandatory site visit/conference will be held on Friday, January 6, 2017, at 9:00 A.M. local time at the West Natick Fire Station site, 268 Speen Street, Natick, where both the current fire station sits and adjacent to which the new station is intended to be built.

Questions regarding this RFQ shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time on Friday) on January 4, 2016. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Responders.

Sealed Responses will be received until 2:00 P.M. local time, Thursday, January 12, 2017, at the Procurement Office, 75 West Street, Natick, MA 0176, at this address:

Procurement Office
c/o Natick DPW Building
75 West Street
Natick, MA 01760.

Each Responder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Responses 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 will be extended to the time posted above on the next business day upon which the Procurement Office is open.

Each Response shall be submitted in accordance with the Response Submission Requirements in order to be considered for award. Any Response submitted shall be binding for thirty (30) days subsequent to the time of the opening of Responses.

The Town of Natick **will not** reimburse Responders for any costs incurred in preparing Responses in response to this RFQ.

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

By submission of a Response, the Responder agrees that if its Response is accepted, then it shall enter into a Contract with the Town which incorporates all the requirements of this RFQ. By submission of a response, the Responder further indicates acceptance of all terms of this RFQ.

Changes, modifications or withdrawal of Responses shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED RESPONSE FOR THE PROVISION OF DESIGNER SERVICES RELATED TO THE CONSTRUCTION OF A NEW WEST NATICK FIRE STATION." No corrections, modifications, or withdrawal of Responses shall be permitted after Responses have been opened.

After the Responses have been opened, no Responder may then withdraw its Response prior to the execution of the Contract by both parties unless an award is not made within thirty (30) days from the opening of the sealed Responses, (Saturdays, Sundays, and legal Holidays excluded). All Responses shall be properly signed. Unless a different period is prescribed by law, the Contract will be awarded within thirty (30) days of the opening of Responses as described above.

By submitting a Response, a Responder indicates acceptance of all terms and conditions of this RFQ.

M.G.L. c. 7C, §§44-58, which is incorporated herein by reference, shall govern all procedures.

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

Section 2. Pre-Response Site Visit/Conference/Questions

A non-mandatory site visit/conference will be held on Friday, January 6, 2017, at 9:00 A.M. local time at the West Natick Fire Station site, 268 Speen Street, Natick, where both the current fire station sits and adjacent to which the new station is intended to be built.

Questions concerning this RFQ or its conditions may be addressed to:

Bryan R. Le Blanc
Procurement Officer
75 West Street
Natick, MA 01760.

Questions regarding this RFQ shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time on Friday) on January 4, 2017. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Responders.

Section 3. Project Information

A. Scope of Work

1. Background

The Successful Responder shall provide designer services related to the construction of a new West Natick Fire Station in Natick, Massachusetts. The Town intends to construct a new fire station, consisting of approximately twenty-five thousand (25,000) square feet, on land owned by the Town of Natick. Such land is adjacent to the current West Natick Fire Station located at 268 Speen Street in Natick.

The current fire station, constructed during the 1950s, has become inadequate to meet the Town's needs. The Town intends that a station be built to fulfill planned growth, especially in the area surrounding the site's location off of Route 9.

The Town has entered into a contract with The Vertex Companies, Inc., of Weymouth, Massachusetts, which shall provide necessary owner's project manager services in conjunction with the Project. The Town presently seeks to procure the services of an architect to move the project forward.

The Town envisions a spring 2018 groundbreaking, with an occupancy date of April 2019.

2. Services to be Provided

The Successful Responder shall furnish all labor, equipment, and materials necessary to perform all operations in connection with the provision of such services.

Services shall include complete design services, including, without limitation, the following:

I. Programming Phase

1. Utilizing the existing study, the Successful Responder shall prepare a site plan showing all existing structures, drainage, subsurface structures, all utilities, lot lines, setbacks, rights of way, easements, parking, etc. The site plan shall show the location of the new structure. The site plan shall be sufficient for consideration and approval of all necessary Town boards.
2. The Successful Responder shall obtain boundary and topographical surveys for the property. It shall review, survey and alert Town to any issues found. The Successful Responder shall secure a full property survey by a registered surveyor and shall provide the Town with an existing and as conceived survey plan.
3. The Successful Responder shall develop conceptual plans/drawings for design and present the same to the Town based upon such findings.
4. The Successful Responder shall meet with Town representatives and shall discuss the proposed program.
5. The Successful Responder shall coordinate structural and civil engineer as related to the design.
6. The Successful Responder shall provide a schematic cost estimate and conceptual project schedule.
7. The Successful Responder shall prepare and submit three (3) sets of site plan program of spaces and adjacencies layout for review and approval.
8. The Successful Responder shall secure and/or contract with a soil/geotechnical/environmental testing consultant/engineer. The Successful Responder shall provide the Town with an environmental testing/soil testing report of the site, after ensuring that all necessary boring/pit testings have been performed.

II. Schematic Design Phase

1. The Successful Responder shall facilitate meetings with Town representatives to review required utilities, drainage, and zoning sufficient to develop Schematic Design Documents.
2. The Successful Responder shall obtain and review applicable Town standards and guidelines for design and provide design that meets Town codes.
3. The Successful Responder shall attend a pre-development meeting and address points of clarification regarding the Project.
4. The Successful Responder shall prepare and submit three (3) sets of Schematic Design Documents, Preliminary Specifications, Schematic cost estimate and schedule. (30% plan review). Components shall include: a. Site plans, paving layouts, traffic circulation b. Floor plans, building circulation c. Exterior elevations, rendering and color palette d. Critical building sections and details e. Relevant right of way information such as easements, building setbacks etc. f. Location of utilities and sizes.

5. After receiving schematic design comments, the Successful Responder shall meet with Town officials/boards to review Project requirements.
6. The Successful Responder shall respond in writing to all Town comments on plans.
7. The Successful Responder shall coordinate with private utilities and service providers.

III. Design Development

1. The Successful Responder shall facilitate meetings with Town staff to develop Design Development Documents.
2. The Successful Responder shall prepare and shall submit three (3) sets of Design Development Documents, including Detailed Specifications, Cost Estimate and schedule to the town representatives for review and approval. (60% plan review). Components shall include: a. Site plan b. Floor plans, structural, fire protection and landscaping c. Exterior elevations, rendering and color palette d. Building sections and details e. Interior elevations, casework and millwork elevations f. Drainage study and calculations as needed g. Report addressing all town design criteria and code requirements.
3. The Successful Responder shall respond in writing to all Town comments regarding the plans.

IV. Construction Documents

1. The Successful Responder shall prepare complete Construction Documents and Specifications for all general contractor categories and filed sub-bid categories and shall submit three (3) sets to Town representatives for code and general review and approval (90% plan review).
2. The Successful Responder shall attend follow up meetings with fire and building officials.
3. The Successful Responder shall prepare and shall submit three (3) complete sets of Construction Documents, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to Town representatives for review and approval (100% plan review)
4. The Successful Responder shall correct plans to reflect issues noted.
5. The Successful Responder shall receive approval by town representatives.
6. The Successful Responder shall obtain necessary building permits and construction.
7. The Successful Responder shall coordinate with the Town during the Filed Sub-Bid and General Bidding processes.
8. The Successful Responder shall reproduce and shall disseminate bid sets to the Town.
9. The Successful Responder shall assist the Town to keep record of plan holder's list.
10. The Successful Responder shall attend all filed sub-bid and general bid openings.

11. The Successful Responder shall respond in writing to questions from bidders and prepare addenda as necessary.
12. The Successful Responder shall be present during bid opening and review bids submitted. It shall: a) Check for math errors and reconcile any mathematical discrepancies b) Review for unbalanced bid items c) Provide Certified Bid Tabulation including Engineer's estimate d) Review contractor's financial standing and references provided e) Provide an explanation of discrepancies between the Engineer's estimate and bids f) Prepare a Recommendation of Award and g) Prepare Award Letter and send it to the successful contractor.
13. The Successful Responder shall attend a scheduled meeting of the Natick Board of Selectmen and provide recommendation for award of Contract for Construction.
14. The Successful Responder shall produce and shall transmit to the selected contractor five (5) sets of complete contract documents manuals ready for execution with the Town's Notice of Intent to Award.

V. Construction Administration

1. The Successful Responder shall facilitate Pre-Construction meeting and shall conduct construction progress meetings.
2. The Successful Responder shall provide Construction Administration. It shall: a. Review, log and approve submittals, shop drawings, Request for Information etc. b. Review Construction Materials Testing reports. c. Review and approve applications for payment. d. Coordinate with the OPM on all requests for change proposals, change orders, etc. including maintaining a log of all such documents. e. Provide direction for questions and concerns from the contractor and the OPM in resolution of problems and f. Administer Prevailing Wage requirements.
3. The Successful Responder shall provide Field Services for the entire construction period. a. Architect's Project Manager shall conduct site visits each week, including observation of structural concrete placement, underground piping installation and inspections, mechanical/electrical/plumbing cover-up, masonry installation, ceiling cover-ups, etc. b. It shall provide monthly site visit report to the Town.
4. The Successful Responder shall conduct a Substantial Completion inspection, shall coordinate with the OPM to create necessary punch lists, shall substantiate that items noted are completed, and shall issue a Substantial Completion Certificate.

VI. Project Close Out

1. The Successful Responder shall provide warranty administration services during the entire warranty period. Architect to issue warranty reports and review items after the Contractor has notified the town that these items are complete.

2. The Successful Responder shall provide support services as needed during the Project close out process.
3. The Successful Responder shall obtain and shall review close out submittals from the contractor for completeness before transmitting to the Town, which include, but which are not limited to: a. Contractor's red lines and as-built notes b. Warranty information c. Material Safety Data Sheet (MSDS) d. operating manuals e. Start up and testing reports f. Building report g. As-Built record drawings (in hard copy and digital format).
4. The Successful Responder shall issue a Final Completion and Acceptance letter to the Town recommending acceptance.
5. The Successful Responder shall prepare "as built" drawings and shall provide three (3) hard copies and one (1) electronic version to the Town.

The Project shall be designed in accordance with the Massachusetts Building Code (current edition) and all other codes and regulations having jurisdiction over the Project.

The Project shall aim to achieve LEED silver-level standards; however, there are no plans to seek certification at this time.

The Successful Responder shall work with any other designer services providers hired by the Town, including providers of soil testing, geotechnical testing, and surveying services.

3. Personnel

The Successful Responder shall be responsible for any training of his/her/its personnel. The Successful Responder's personnel shall be adequately trained by the Successful Responder and shall be of good moral character. All of the Successful Responder's employees assigned to the sites shall pass any criminal background screening performed by the Successful Responder.

The Successful Responder shall provide the Town with the following information:

1. Name, business address, telephone cell phone numbers of the president and project manager.

2. Name address, and telephone number of all employees assigned to perform work under any contract awarded by the Town pursuant to this RFQ. The Successful Responder will update this list whenever there is a change in personnel.

The Successful Responder shall provide services in any contract awarded pursuant to this RFQ as an independent contractor with the Town of Natick. The Successful Responder 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.

Section 4. Response Submission Requirements

Each Responder shall submit the following with its Response:

1. A fully executed Response Form (Appendix 1)
   (which shall include certification of the following):

   A. Responder is an established business with a minimum of five (5) years of experience in providing designer services related to public projects in the Commonwealth of Massachusetts.

   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 supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.

   D. Responder holds all applicable documentation and Insurance in accordance with this RFQ. (Responder shall attach to the Response Form copies of all 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 the Contract.)

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

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

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

   H. 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.)

I. 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.)

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

2. A fully executed Certificate of Non-Collusion. (Appendix 2)
3. A fully executed Certificate of Tax Compliance. (M.G.L. c. 62C, §49A) (Appendix 3)
4. A fully executed Conflict of Interest Certification. (M.G.L. c. 268A) (Appendix 4)
5. A fully executed Certificate of Corporate Responder, if applicable. (Appendix 5)
6. A fully executed Certificate of Compliance with M.G.L. c.151B (Appendix 6)
7. A fully executed Certificate of Compliance with applicable EEO/AA/SDO provisions (Appendix 7)
8. A fully executed Certificate of Non-Debarment. (Appendix 8)
9. A fully executed Designer Selection Board (DSB) Application Form (Appendix 9)
10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the Response documents.
11. A description of experience with similar Design contracts within the last five (5) years. This shall include a brief description of the location, costs and date services were provided. Photographs shall also be provided. Contact names and telephone numbers shall be provided. Express permission to contact these previous clients by telephone, in person, or by written correspondence, shall also be provided.
12. A description of past performance in both public and private contracts held by the Responder.
13. The contact name, phone number and contract name for three (3) current references for past public and private contracts.
14. A statement of any legal proceedings pending or concluded within the past five (5) years relating to performance of this type of service.
15. A statement of financial stability of the Responder. Each Responder shall provide the last two (2) year-end Financial Statements with supplemental schedules or last two (2) year's Balance Sheets.
16. A statement evidencing thorough knowledge of the Massachusetts State Building Code, and all other pertinent codes and regulations related to successful completion of the Project.
17. A description of the Responder's approach. Each Responder shall describe its approach to providing the level and nature of services required, as evidenced by proposed project staffing for the Project

18. A summary of key personnel. Each Responder shall also provide an organizational chart that shows the interrelationship of key personnel, including all mechanical, electrical, and plumbing (MEP) consultants, fire protection consultants, civil engineering consultants, and landscaping consultants, to be provided by the Responder for this Project and that identifies the individuals and associated firms/sub-consultants (if any) who shall fill the key roles identified by the Responder, including, but not limited to, roles in design review/value engineering, estimating, records maintenance, sub-contracting, prequalification, bidding, and cost and schedule control. Specifically, each Responder shall describe the time commitment, experience and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.
19. Name of lead consultant, address, name of contact person (including phone and fax numbers and email address).
20. Names and résumés of the Management Team for the provision of services.
21. A statement of the numbers, qualifications and general and special skills of the consultants, subcontractors, and in-house personnel of the Responder who shall be working with the Town.
22. A proposed project timeline. Each Responder shall demonstrate that it has set timelines that are reasonable, that the Project can be completed in the timeframe requested, and that it has provided references that indicate that the Proposer can complete the Project both on time and within Budget.

Section 5. Responsibility/Responsiveness/Eligibility

In order to be considered a responsible, responsive, and eligible Responder, a Responder shall comply with the Response Submission Requirements set forth in Section 4, above.

Section 6. Response Submission

Sealed Responses will be received until 2:00 P.M. local time, Thursday, January 12, 2017, at the Procurement Office, 75 West Street, Natick, MA 01760.

Each Responder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office in shall be considered official. No late Responses 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 will be extended to the time posted above on the next business day upon which the Procurement Office is open.

Each Responder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Responses 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 will be extended to the time posted above on the next business day upon which the Procurement Office is open.

Each Response shall be submitted in accordance with the Response Submission Requirements in order to be considered for award. Any Response submitted shall be binding for thirty (30) days subsequent to the time of the opening of Responses.

The Town of Natick **will not** reimburse Responders for any costs incurred in preparing Responses in response to this RFQ.

As soon as is reasonably possible after the deadline for submission of Responses, Responses will be opened and evaluated in accordance with M.G.L. c. 7C, §§44-58.

Section 7. Comparative Evaluation Criteria

The Town will evaluate Responses (both in the written Responses and in the interview process) based upon the following criteria

a. **Prior similar contract experience;**
The Town will evaluate the Responder's past experience in serving as a Designer Services Provider, especially for designing expansions to a public building. Town will evaluate the Responder's past contract experience in this regard.

b. **Past performance on public and private contracts;**
The Town will evaluate the past performance of the Responder with regard to providing designer services in publicly funded projects across the Commonwealth, as evidenced by:
   a) Documented performance on all previous projects as set forth in the Town's DSB Application Form;
   b) A satisfactory working relationship with designers, contractors, owners and local officials.

   The Town will also evaluate the management approach employed by the Responder.

c. **Demonstrated financial stability;**
The Town will evaluate the Responder's current balance sheet and income statement as evidence of the Responder's financial stability and capacity to support the proposed contract.

d. **Qualifications of consultants and assigned personnel who will work with the Town under any potential contract with the Town;**
The Town will evaluate the Responder's key personnel, examining the interrelationship between them in filling the key roles identified by the Responder, and in terms of design review/value engineering, estimating, records maintenance, bidding, and cost and schedule control. The Town will evaluate the

time commitment, experience and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.

The Town will evaluate the Responder's knowledge (as evidenced, for example, by any and all certifications held by consultants and assigned personnel) of the Massachusetts State Building Code and all other pertinent codes and regulations related to successful completion of the Project.

e. Ability to Complete the Project on Time and Within Budget

The Town will evaluate the Responder's ability to complete the Project on time and within budget. The Town will evaluate whether the Responder has demonstrated that it has set timelines that are reasonable, that the Project can be completed in the timeframe requested, and that it has provided references that indicate that it can complete the Project both on time and within Budget.

Evaluation of Responses

Each responsive and responsible Responder shall be evaluated on the following criteria. Ratings HA (Highly Advantageous), A (Advantageous), NA (Not Advantageous), and U (Unacceptable) are delineated below.

Prior Similar Contract experience:

HA Responder has completed three (3) or more Designer Services Contracts for fire station building construction.

A Responder has completed at least one (1), but less than three (3), Designer Services for fire station building construction.

NA Responder has not completed at least one (1) Designer Services Contract for fire station building construction.

U A response that does not comply with minimum submission requirements will be deemed unacceptable

Past Performance on Public and Private Contracts

HA Responder has not received a judgment against it by a court of competent jurisdiction, regarding any public or private contract in the last five (5) years, and has positive comments by all three (3) references for past public and private contracts

A (Not used.)

NA Responder has received a judgment against it by a court of competent jurisdiction, regarding any public or private contracts in the last five (5) years, or has received at least one (1) negative comment by references for past public and private contracts.

U A response that does not comply with minimum submission requirements will be deemed unacceptable.

Demonstrated Financial Stability

HA Responder has provided financial information requested.

A (Not used.)

NA Responder has provided no financial information.

U A response that does not comply with minimum submission requirements will be deemed unacceptable

Qualifications of consultants and assigned personnel who will work with the Town under any potential contract with the Town.

HA Responder has identified contacts, adequate staffing and consultants, and certified staff and consultants, which indicate that work may be completed expeditiously. Responder has an extensive knowledge of the Massachusetts State Building Code and of all other pertinent codes and regulations related to successful completion of the Project.

A Responder has identified contacts, adequate staffing and consultants, and certified staffing and consultants, which indicate that work may be completed expeditiously. Responder has a working knowledge of the Massachusetts State Building Code and of all other pertinent codes and regulations related to successful completion of the Project.

NA Responder has failed to identify staffing and consultants, and/or has failed to indicate that the work shall be completed expeditiously. Alternatively, Responder does not have a working knowledge of the Massachusetts State Building Code and all other pertinent codes and regulations related to successful completion of the Project.

U A response that does not comply with minimum submission requirements will be deemed unacceptable.

Ability to Complete the Project on Time and Within Budget

HA Responder has submitted extremely detailed timelines and has provided references that indicate that the Project will be completed both on time and within budget.

A (Not used.)

NA Responder has not submitted detailed timelines and/or has not provided references that indicate that Project will be completed on time and within budget.

U A response that does not comply with minimum submission requirements will be deemed unacceptable.

Section 8. Selection Process and Award

Once all Responses have been verified that they are responsive and responsible, the Town's Review Committee will rank all responses that meet the minimum requirements and will record the ranking on a scoring sheet.

In order to establish a short list of Responders to be interviewed, the Town's Review Committee will base its initial ranking of Responders on the above Evaluation Criteria. The Town's Review Committee will establish its final ranking of the short-listed Responders after conducting interviews and reference checks.

Identified reviewers will rank the responses based on the comparative evaluation criteria identified in this RFQ and short-list a minimum of three (3) Responses. The Responses will be reviewed based on the preceding criteria by the Town's Review Committee. After the review of all submitted qualification statements, the Town's Review Committee will select finalists and interviews with the Town will be scheduled. The Town may tour projects cited by the Responders before the interviews and may pose questions to the Responders about such projects. The Town may request that Responders be present for such tours. These interviews will result in a finalist and alternates.

The following process is intended to be followed by the Town:

1. The first-ranked selection will be submitted to the Natick Board of Selectmen or its designee for its approval.
2. The first-ranked selection may be asked to participate in a presentation to the Natick Board of Selectmen or its designee and/or submit additional documentation, as required by the Natick Board of Selectmen, as part of the approval process at no cost to the Town.
3. Subject to the Natick Board of Selectmen's approval, the Natick Board of Selectmen or its designee will commence fee negotiations with the first-ranked selection.
4. The Natick Board of Selectmen or its designee will negotiate a fee for the project.
5. If the Natick Board of Selectmen or its designee is unable to negotiate a contract with the first-ranked selection or if the Natick Board of Selectmen does not approve the first-ranked selection, the Natick Board of Selectmen or its designee will then review the second-ranked selection and upon approval commence

negotiations and so on, until a contract is successfully negotiated and approved by the Natick Board of Selectmen.

The Natick Board of Selectmen reserves the right to consider any other relevant criteria and speak with references other than those provided by Responders as the Board of Selectmen, in its sole discretion, may deem appropriate, provided that such action is consistent with current law. The Natick Board of Selectmen may, within its sole discretion, seek additional information from Responders.

This RFQ, any addenda issued by the Town, and the selected Responder's Response, will become part of the executed contract. The key personnel that the Responder identifies in its response shall be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub-consultants identified in the response shall take place without the prior written approval of the Natick Board of Selectmen.

Pursuant to M.G.L. c. 7C, §§44-58, the Town reserves the right to award one (1) or more Contracts, if at all, to the most qualified responsive and responsible Responder who complies with the Response Submission Requirements in Section 4 below. The award of any contract pursuant to this RFQ shall be subject to appropriation by Natick Town Meeting. A contract will be awarded, if at all, on a negotiated basis, with a totaled fee not to exceed eight hundred fifty thousand dollars and zero cents ($850,000.00).

Nothing in this RFQ will compel the Town to award a Contract. The Town may cancel this RFQ, may waive, to the extent allowed by law, any informalities, and may reject any and all Responses, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Response that fails to satisfy any of the Response Submission Requirements.

The Successful Responder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this RFQ, in the form of the attached Contract.

The Successful Responder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

Prior to execution of the Contract for Designer Services, the fee for services shall be negotiated between the Town and the selected Responder to the satisfaction of the Town.

Contract award, if any, is subject to the availability of funds. Award of Contract under this solicitation shall be made thirty (30) days of completion of the interviewing process. No person or firm debarred under any provision of federal, state, or local law shall be included as a finalist.

The Successful Responder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless according to the indemnification responsibilities noted in AIA B101-2007 and the Addendum thereto.

The Town may terminate any such 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 any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 9. Performance Bond Requirements

DELETED.

Section 10. Labor and Materials Payment Bond Requirements

DELETED

Section 11. Insurance

The Successful Responder 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 RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the Successful Responder complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language mandating that the Town of Natick 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.

Section 12. Indemnification

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

Section 13. Use of Alcohol and Controlled Substances Prohibited

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

Section 14. Appendices

1. Response Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c. 62C, §49A)
4. Conflict of Interest Certification (M.G.L. c. 268A)
5. Certificate of Corporate Responder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with applicable EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Designer Selection Board Application Form
10. Contract (AIA B101-2007, incl. by ref.) and Addendum

APPENDIX 1
TOWN OF NATICK
RESPONSE FORM

The undersigned hereby submits a sealed Response for the provision of Designer Services Related to the Construction of a New West Natick Fire Station in the Town of Natick.

Printed Name of Responder:

_____

Address: _____

_____

_____

Responder certifies as follows:

A. Responder is an established business with a minimum of five (5) years of experience in providing designer services related to public projects in the Commonwealth of Massachusetts.

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 supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.

D. Responder holds all applicable documentation and Insurance in accordance with this RFQ. (Responder shall attach to the Response Form copies of all 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 the Contract.)

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

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

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

H. 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.)

I. 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.)

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

The undersigned agrees that all specifications and Contract documents are hereto made part of any Contract executed with the Town and are binding on the Successful Responder.

_____

Authorized Signature

_____

Printed Name

_____

Printed Title

_____

Date

If a Corporation:
Full Legal Name

_____

Officers of Corporation and Addresses

_____

_____

_____

_____

State of Incorporation _____

Principal Place of Business _____

_____

_____

Telephone Number._____

Qualified in Massachusetts Yes_____ No_____

Principal Place of Business in Massachusetts

_____

_____

_____

Telephone Number _____

Full Legal Name of Surety Company

_____

Principal Place of Business of Surety Company

_____

_____

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

_____

_____

_____

Telephone Number _____

Appendix 2

CERTIFICATE OF NON-COLLUSION

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.

_____

Name of Responder

_____

Address of Responder

_____

_____

Telephone Number

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

Appendix 3

CERTIFICATE OF TAX COMPLIANCE

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

_____

Name of Responder

_____

Address of Responder

_____

_____

Telephone Number

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

Appendix 4

CONFLICT OF INTEREST CERTIFICATION

The Responder hereby certifies that:

1. The Responder 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 Request for Qualifications.

2. No consultant to, or subcontractor for, the Responder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responder, 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 Responder.

3. No person, corporation, or other entity, other than a bona fide full time employee of the Responder has been retained or hired to solicit for or in any way assist the Responder in obtaining the Contract (pursuant to this Request for Qualifications) 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 Responder.

4. The Responder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Responder with respect to the services described in the Request for Qualifications.

5. The Responder understands that the Responder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

_____

Name of Responder

_____

Address of Responder

_____

_____

Telephone Number

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

Appendix 5

CERTIFICATE OF CORPORATE RESPONDER

I, _____, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine. (Corporate Seal)

_____

Name of Responder

_____

Address of Responder

_____

_____

Telephone Number

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

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

Appendix 6

CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Responder 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.

_____
Name of Responder

_____
Address of Responder

_____

_____
Telephone Number

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Responder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA/SDO provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

_____
Name of Responder

_____
Address of Responder

_____

_____
Telephone Number

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Responder 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 Responder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

_____
Name of Responder

_____
Address of Responder

_____

_____
Telephone Number

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

Commonwealth of Massachusetts

Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)

1. Project Name/Location For Which Firm Is Filing:

2. Project #

This space for use by Awarding Authority only.

3a. **Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:**

3. Name Of Proposed Project Manager:
For Study: (if applicable)
For Design: (if applicable)

3b. Date Present and Predecessor Firms Were Established:

3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:

3c. Federal ID #:

3g. Name and Address Of Parent Company, If Any:

3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):

Email Address:

Telephone No: Fax No.:

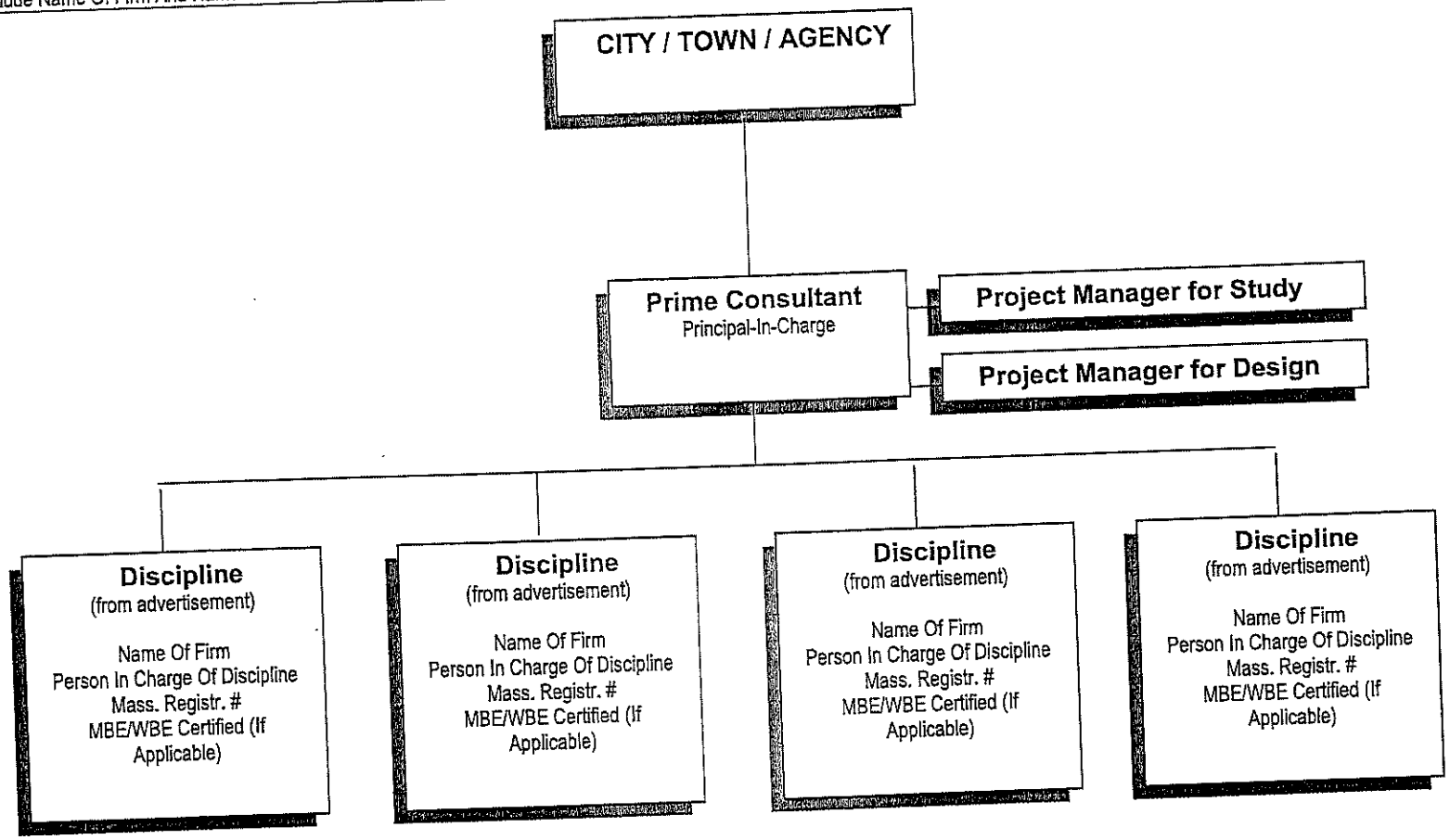
3. Check Below If Your Firm Is Either:
(1) SDO Certified Minority Business Enterprise (MBE) ☐
(2) SDO Certified Woman Business Enterprise (WBE) ☐
(3) SDO Certified Minority Woman Business Enterprise (M/WBE) ☐
(4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) ☐
(5) SDO Certified Veteran Owned Business Enterprise (VBE) ☐

4. **Personnel From Prime Firm Included In Question #3a Above** By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):

Admin. Personnel	____	(____)	Ecologists	____	(____)	Licensed Site Profs.	____	(____)	Other ____	____	(____)
Architects	____	(____)	Electrical Engrs.	____	(____)	Mechanical Engrs.	____	(____)	____	____	(____)
Acoustical Engrs.	____	(____)	Environmental	____	(____)	Planners: Urban./Reg.	____	(____)	____	____	(____)
Civil Engrs.	____	(____)	Fire Protection	____	(____)	Specification Writers	____	(____)	____	____	(____)
Code Specialists	____	(____)	Geotech. Engrs.	____	(____)	Structural Engrs.	____	(____)	____	____	(____)
Construction Inspectors	____	(____)	Industrial	____	(____)	Surveyors	____	(____)	____	____	(____)
Cost Estimators	____	(____)	Interior Designers	____	(____)		____	(____)	____	____	(____)
Drafters	____	(____)	Landscape	____	(____)		____	(____)	Total	____	(____)

5. Has this Joint-Venture previously worked together? ☐ Yes ☐ No

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE ☐ WBE ☐ SDVOBE ☐ VBE ☐	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE ☐ WBE ☐ SDVOBE ☐ VBE ☐
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	C. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:	**# of Active Projects:**	**Total Construction Cost (In Thousands) of Active Projects (excluding studies):**		
Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of $50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by (Signature) _____ Printed Name and Title _____ Date _____

Appendix 9
Designer Selection Board Application Form

(SEE ATTACHED DOCUMENT.)

Appendix 10
Contract (AIA B101-2007, included and incorporated by reference.)
and Addendum

(SEE ATTACHED DOCUMENTS.)

ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN THE TOWN OF NATICK ("OWNER" "THE TOWN OF NATICK" OR "THE TOWN") AND _____ ("ARCHITECT")

This Addendum is attached to and modifies the Standard Form of Agreement between Owner and Architect, AIA Document B 101-2007. Its provisions supersede and, where applicable, modify and supplement the corresponding numbered provisions of those standard forms.

1.4 Add new provision as follows:

The provisions of the Town of Natick's Request for Qualifications for Designer Services Related to the Construction of a New West Natick Fire Station and the Architect's Response are incorporated herein by reference. In the event of any conflict among the Agreement Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Agreement (if any)
Second Priority:	This Addendum
Third Priority:	Standard Form Owner/Architect Agreement AIA Document B 101-2007.
Fourth Priority:	Addenda to the Request for Qualifications (RFQ) (if any)
Fifth Priority:	RFQ
Sixth Priority:	Architect's Response to the RFQ.

2.5 Delete the current text and replace with the following:

The Architect shall provide and maintain throughout the term of the Agreement 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 Architect shall provide and maintain throughout the term of this Agreement 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.

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.

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.

Automobile Liability Insurance - Combined single limit of $1,000,000.

Professional Liability Insurance, covering errors and omissions, $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 Agreement.

Excess Liability Insurance, Umbrella Form - $2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance and automobile liability insurance.

The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form.

The Architect 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 additional insured on each such policy.

All certificates and policies of insurance shall contain the following provision:

> "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder, to the Town Administrator, Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760, before such cancellation or amendment shall take place."

Certificates evidencing such insurance in five (5) copies shall be furnished to the Town of Natick at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and

shall state that such insurance is as required by this Agreement. The Architect shall make no claims against the Town of Natick or their officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by this Agreement.

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.

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

2.6 Add new provision as follows:

The Architect shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Architect's work. To the fullest extent permitted by law, the Architect 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 Architect of its obligations under this Agreement, or the act or omission of the Architect, 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 Architect under the Agreement, 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 Architect or any of its officers or employees regarding the subject matter of this Agreement. 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.

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 Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, or the

violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Architect or its employees, regarding the subject matter of this Agreement.

2.7 Add new provision as follows:

The Architect 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 Agreement and any extension or renewal thereof. Without limitation, the Architect shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and any applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Agreement shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and 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.

2.8 Add new provision as follows:

By signing this Agreement, the Architect acknowledges that it has examined the area of work which is the subject matter of this Agreement and that it is familiar with all sites which are the subject of this Agreement and with all conditions of the Agreement. The Architect has entered into this Agreement 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.

3.6.1.4 Add a new provision as follows:

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's Instruments of Service.

3.6.2.1 In the first sentence, insert the following text after the words "stage of construction": "as the Town deems necessary."

3.6.3.1 Delete the second sentence and replace with the following:

The Architect's certification for payment shall constitute a representation to the Owner, based upon the Architect's onsite observations and evaluations of the work provided in Section 3.6.2, as an experienced and qualified design professional, and on the review of the data comprising the Contractor's Application for payment, that the Work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents.

3.6.3.2 Insert the word "or" between clauses "(1)" and "(2)". Delete clauses "(3)" and "(4)".

4.1.11 Delete this text.

4.1.24 Delete this text.

4.3.1.5 Delete this text.

4.3.1.8 Add the following at the end of the current text "or where issues arise as to the Architect's performance under this Agreement."

4.3.4 Delete this text.

5.6 In the third sentence, after the word "demonstrates," insert the words "to the satisfaction of the Owner".

5.11 Delete the first sentence.

7.3 In the first sentence, delete the words "including prompt payment of all sums when due".

7.3.1 Delete this text.

8.1.2 In the first sentence, delete the word "covered" and insert the word "paid" in its place.

8.1.3 In the last sentence, delete the phrase "except as specifically provided in Section 9.7."

8.2.1-8.2.3 Delete these Paragraphs and insert a new Mediation provision as follows:

8.2 Non-Binding Mediation.

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator as the parties agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement. This paragraph 8.2 shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of a legal proceeding to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts. This Paragraph 8.2, in addition, shall be without prejudice to the rights of either party to initiate legal proceedings while such mediation is pending but only if it is necessary to do so to avoid the expiration of any applicable statutes of limitation.

8.2.4 Check litigation.

8.3 Delete this Paragraph.

9.1-9.7 Delete and replace with the following:

9.1 If either party shall breach any provision of this Agreement, which breach is not cured within twenty-one (21) days of written notice thereof from the non-breaching party to the breaching party, the non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party.

9.2 If any assignment shall be made by the Architect or by any guarantor of the Architect for the benefit of creditors, or if a petition is filed by the Architect or by any guarantor of the Architect 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 Architect and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Agreement upon written notice to the Architect.

9.3 The award of this Agreement and the continued operation of this Agreement are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Agreement. 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 Agreement. In that event the Town may terminate this Agreement upon written notice to the Architect.

9.4 The Town may terminate this Agreement upon written notice to the Architect if a source of money to fund the Agreement is lost during the Agreement term. In the alternative, the parties may agree in writing to amend the Agreement to provide for an Agreement price which represents a reduced appropriation for the Agreement term.

9.5 The Town may also terminate this Agreement for convenience upon thirty (30) days' written notice to the Architect.

9.6 In the event of termination the Architect shall be entitled to be paid for services rendered in accordance with this Agreement prior to termination; however, the Architect shall not be paid any termination expenses.

9.7 In the event that this Agreement is terminated pursuant to Section 9.1 or 9.2 above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Architect 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 Agreement price, and shall withhold such damages from sums due or sums which become due.

10. Delete 10.1-10.8. Miscellaneous provisions will now appear as Article 14, below. Insert new Article 10 as follows:

Except as otherwise provided in this Agreement, 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.

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

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

If to the Architect:

11.4 Insert five percent (5%) for the amount allowed.

11.5 Add the following percentages as appropriate:

Schematic Design Phase	Fifteen Percent (15%)
Design Development Phase	Fifteen Percent (15%)
Construction Documents Phase	Twenty-Five Percent (25%)
Bidding or Negotiation Phase	Ten Percent (10%)
Construction Phase	Thirty-Five Percent (35%)
Total Basic Compensation	One Hundred Percent (100%)

11.6 In the last sentence, insert the words "in accordance with this Agreement" after the word "performed".

11.7 Insert "N/A."

11.8.1.1 Insert at the end the words "as authorized in advance by the Town".

11.8.1.2 Insert at the end the words "as requested by the Town".

11.8.1.8 Delete this text.

11.8.1.11 Delete this text.

11.8.2 Insert ten percent (10%) for the amount of reimbursable expenses.

11.9 Insert zero dollars ($0.00) for the amount of the licensing fee to be paid.

11.10.1 Insert zero percent (0%) of the contract value for the amount of the initial payment.

11.10.2 Delete this text.

11.10.5 Add the following provisions:

Payment shall be made to the Architect for work completed in accordance with this Agreement. 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 Architect's invoice by the Town for services rendered in accordance with this Agreement. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Architect 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.

Payment of the amounts due under this Agreement 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 Agreement or anything done in pursuance thereof.

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

12. Delete Articles 12 and 13.

Add the following new provisions:

Article 12 PERSONNEL

12.1 The personnel assigned to this Project shall be as follows:

TO BE SUPPLIED BY ARCHITECT

There shall be no change to these personnel assignments without the prior written consent of the Owner, which consent shall not be unreasonably withheld. In the event substitution of personnel is requested by Architect or the Owner, written notice of such request shall be timely provided in writing to the other party. The Owner shall have authority to reject any proposed replacement personnel if it reasonably and timely deems such proposed replacement to be unsatisfactory.

Architect warrants that it has in its employ, and will continue to have for the term of this Agreement or any extension or renewal thereof, sufficient personnel experienced in performing design services such that Architect's obligations under this Agreement will be carried out in a prompt and professional manner. Architect further warrants that it is experienced in performing design services, and agrees that it will perform the services required by this Agreement in accordance with the prevailing standard of

professionalism and care applicable to such professionals and services in Massachusetts.

Architect shall not subcontract any services to be performed under this Agreement without the advance, written consent of the Owner. The Architect's employees, servants and agents shall not be considered to be Owner's employees for any purpose, including matters of workers' compensation and unemployment insurance.

12.2 Add the following provision:

The Architect shall provide services under this Agreement 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 Architect 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.

12.3 Add the following provision:

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

13. Add the following new provisions:

Article 13 STATUTORY PROVISIONS

13.1 Article 13 STATUTORY PROVISIONS

13.1 The Architect hereby certifies that:

(i) If an individual, the individual is a registered architect;

(ii) If a partnership, a majority of all the partners are persons who are registered architects;

(iii) If a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, landscape architects or engineers, and the person to have the project in his or her charge is a registered architect; or

(iv) If a joint venture, each joint venturer satisfies the requirements of G.L. c.7C, §44. (Statutory reference: M.G.L. c.7C, §44)

13.2 The Architect hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with, the award of this Agreement. (Statutory reference G.L. c.7C, §51 (d)(i))

The Architect hereby certifies that no consultant to or subcontractor for the Architect has given, offered or agreed to give any gift, contribution or offer of employment to the Architect, 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 Architect. (Statutory reference: G.L. c.7C, §51(d)(ii))

The Architect hereby certifies that no person, corporation or other entity, other than a bona fide full time employee of the Architect, has been retained or hired by the Architect to solicit for or in any way assist the Architect in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Architect. (Statutory reference: G.L. c.7C, §51(d)(iii))

The Architect hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the Massachusetts General Laws and that the Architect has filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: G.L. c.7C, §51(d)(iv)).

13.3 The Architect is hereby prohibited from receiving any extra payments for additional work that should have reasonably been anticipated by the Architect. [M.G.L. c. 7C, §51(i)].

13.4. The Architect shall maintain all books, records and accounts related to the

Project in compliance with the following:

1. The Architect 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 Architect.

2. Until the expiration of six (6) years after final payment, the Owner, the Office of the 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 Architect and of its subcontractors and consultants that directly pertain to, and involve transactions relating to the Project and to the Architect or its consultants in relation to the Project.

3. The Architect shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Architect's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Architect's independent certified public accountant approving or otherwise commenting on the changes.

4. The Architect has filed a statement of management on internal accounting controls prior to the execution of this Agreement.

5. The Architect has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year.

6. The Architect shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Architect and its subsidiaries reasonably assures that:

   (a) Transactions are executed in accordance with the management's general and specific authorization;

   (b) 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;

(c) Access to assets is permitted only in accordance with management's general or specific authorization; and

(d) The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.

7. The Architect shall also file annually with the Owner a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:

(a) whether the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and

(b) 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 Architect's financial statements.

8. During the term, the Architect shall annually file with the Commissioner of Capital Asset Management and Maintenance and the Owner of this Agreement 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 Owner upon request.

9. Records and statements required to be made, kept or filed in compliance with the provisions of this Agreement shall not be public records, as defined in section seven of chapter four of the Massachusetts General Laws (Statutory reference: G.L. c. 30, §39R).

14. Add the following new provisions:

Article 14 MISCELLANEOUS PROVISIONS

a. Any action at law or suit in equity instituted by the Architect as a result of the performance, non-performance or alleged breach of this Agreement 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 Agreement, 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 Architect shall constitute a waiver of any subsequent default or breach.

c. If the Architect discovers or is informed of any discrepancy or inconsistency in the Agreement Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Architect shall promptly, before commencing services under this Agreement, report the same to the Town in writing.

d. The Architect acknowledges that it has not been influenced to enter into this Agreement, nor has the Architect relied upon any warranties or representations not set forth in this instrument.

e. The Architect 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 Architect 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 Architect 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 Agreement, the Architect 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 Agreement, the Architect certifies under penalties of perjury that its Bid 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 Agreement, the Architect 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 Architect understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Architect with respect to the services required to be provided under this Agreement. The Architect 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 Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

l. The Architect shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, 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 Architect 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, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.

n. The Architect shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Town.

o. The Architect shall not assign any money due or to become due to the Architect unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Architect of its obligations under this Agreement.

p. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

q. This Agreement may be amended only by written consent of the parties.

r. This Agreement constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Agreement. When executed, this Agreement supersedes any other agreement of any of the parties in connection with the transaction contemplated.

s. If any provision, or portion thereof, of this Agreement 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 Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

u. Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of a person to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, except to the extent that the presence, handling, removal, disposal or exposure is caused by the Architect or its officers, employees, agents and representatives or by the Architect's consultants or their officers employees, agents or representatives. Other than as required for the preparation of a hazardous material (HAZMAT) abatement plan, including without limitation, taking of samples related to testing required for the abatement plan, neither the Architect and its officers, employees, agents, and representatives, nor the Architect's consultants and their officers, employees, agents, and representatives, shall have authority to handle, transport, remove or dispose of hazardous materials in any form regarding the Project which is the subject of this Agreement, including without limitation, asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

u. Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

v. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of

law issues or principles.

x. This Agreement is executed in five (5) copies as a sealed instrument.

OWNER
The Town of Natick, Massachusetts

by: The Natick Board of Selectmen

_____
Richard P. Jennett, Jr., Chairman

_____
Nicholas S. Mabardy, Vice Chairman

_____
Jonathan H. Freedman, Clerk

_____
John J. Connolly

_____
Susan G. Salamoff

Dated: _____

ARCHITECT

_____

(Printed Name of Architect)

by:

_____
Signature

_____
Printed Name

_____
Printed Title

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify, pursuant to M.G.L. c. 44, §31C, 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.

_____ Dated: _____

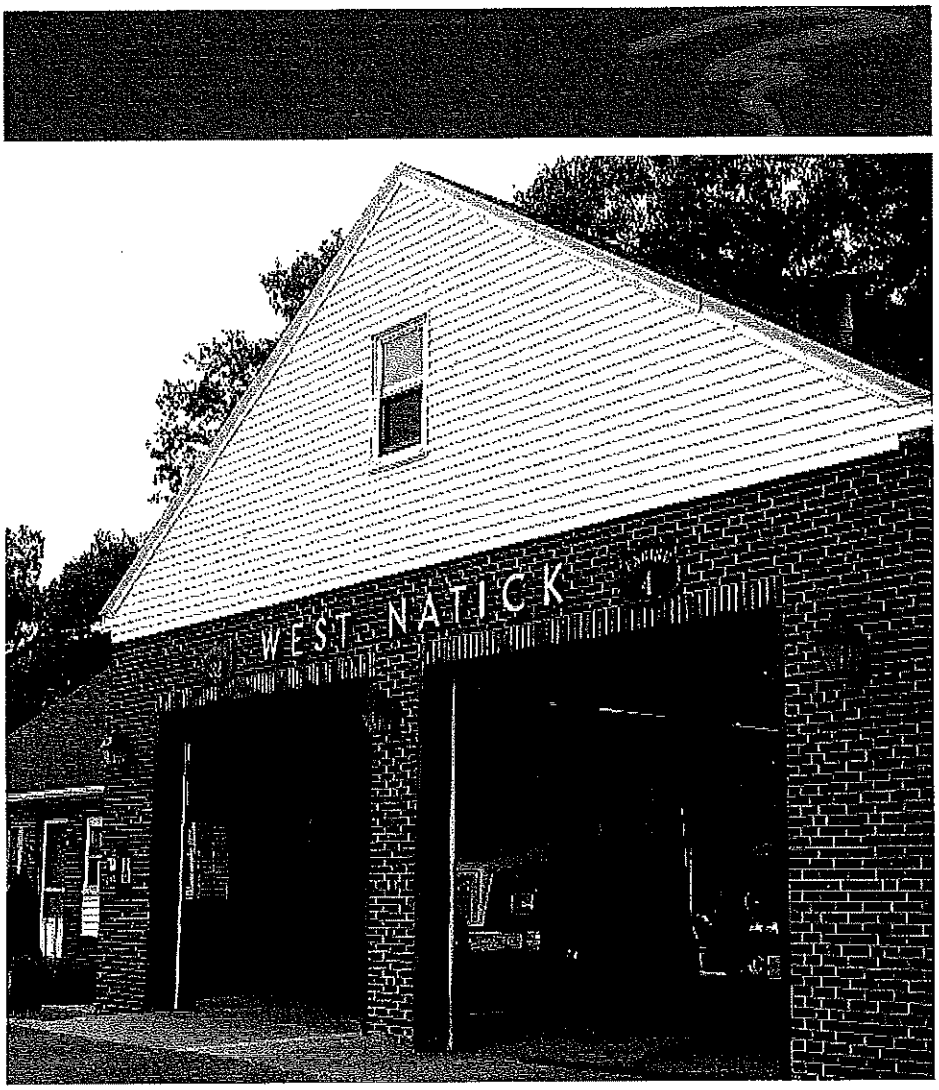
Virginia W. Cahill
Comptroller, Town of Natick

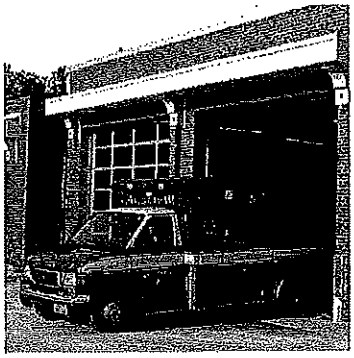
APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

_____ Dated: _____

John P. Flynn, Esq.

Tecton
ARCHITECTS





Qualifications for the:

CONSTRUCTION OF A NEW WEST NATICK FIRE STATION

Town of Natick, Massachusetts

01.12.2017

Tecton
ARCHITECTS

ONE HARTFORD SQUARE WEST STE 103, HARTFORD CT 06106
17 RAILROAD AVENUE, WESTERLY RI 02891

860 548 0802
401 596 7655

TECTONARCHITECTS.COM

January 12, 2017

Town of Natick
Procurement Office
Natick Department of Public Works
75 West Street
Natick, MA 01760

RE: Request for Qualifications; Designer Services for the Construction of a New West Natick Fire Station

Dear Members of the Board of Selectmen,

Tecton Architects and Pacheco Ross Architects are pleased to submit our qualifications for Architectural Services for the New West Natick Fire Station. Our combined team brings the right blend of design expertise and staffing to deliver the best possible solution for the Town, its firefighters and constituents:

- **Experience in Public Safety Design:** I have served as Tecton's Director of Public Safety Design for 10 years and have over 30 years' total experience in my field, with more than 100 public safety facilities on my resume. Pacheco Ross is a firm dedicated exclusively to emergency response facilities. Their qualifications are second to none in fire station design, with over 200 public safety projects since 1992.
- **A Shared History of Success:** Tecton and Pacheco Ross's partnership is based on mutual respect and a proven ability to work side by side, focusing on our client's best interest. In addition to past completed projects, we are in constant dialogue on ongoing projects like the Wilbraham, MA Police Station and the Lexington, MA Police and Fire Station Studies.
- **A Collaborative Process:** We are committed to integrating the right people, an explorative process, optimal communication, and detailed procedures to ensure the best possible design for your facility. This collaboration depends on the input and buy-in of all project stakeholders, including the design team, Town representatives, and the community.

I look forward to an opportunity to meet in person in order to demonstrate how our expertise will benefit the Town of Natick. I am confident that our reputation for delivering quality design solutions will result in a successful project outcome.

Sincerely,

Jeffery R. McElravy

Jeffery R. McElravy, AIA,
Principal, Director of Public Safety
Tecton Architects

860.990.6940 direct
860.548.0802 x250
jeffm@tectonarchitects.com

CONTENTS

Required Forms 1

Response Form

Certificate of Non-Collusion

Certificate of Tax Compliance

Conflict of Interest Certification

Certificate of Corporate Responder

Certificate of Compliance

Certificate of Non-Debarment

Designer Selection Board Form

Certificate of Insurance

Experience 2

Compliance 3

Litigation Statement

Financial Statement

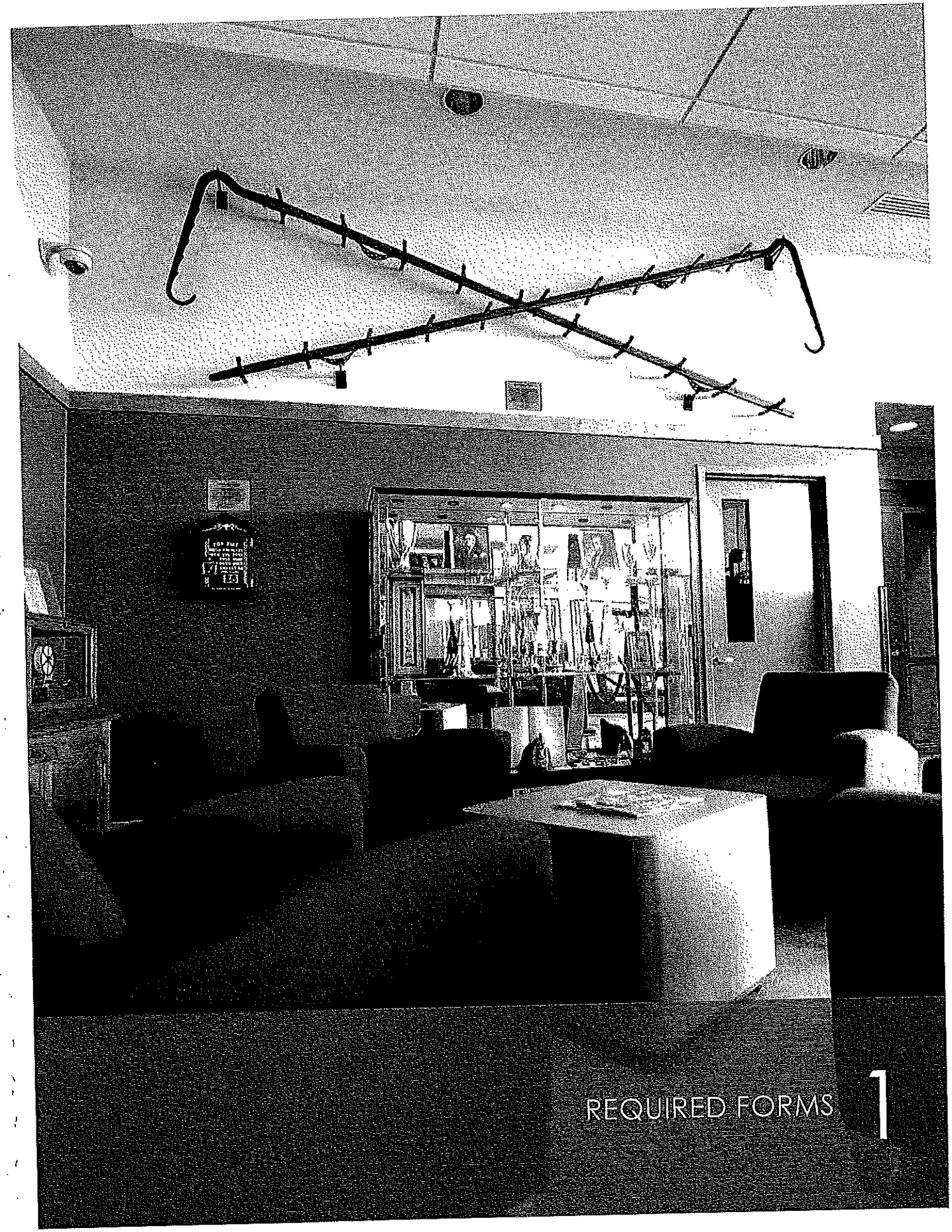
Building Code

Approach 4

Team 5

Timeline 6

Tecton ARCHITECTS



REQUIRED FORMS 1

APPENDIX 1
TOWN OF NATICK
RESPONSE FORM

The undersigned hereby submits a sealed Response for the provision of Designer Services Related to the Construction of a New West Natick Fire Station in the Town of Natick.

Printed Name of Responder:
Tecton Architects, PC

Address: 1 Hartford Square West, Hartford, CT 06106

Responder certifies as follows:

A. Responder is an established business with a minimum of five (5) years of experience in providing designer services related to public projects in the Commonwealth of Massachusetts.

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 supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.

D. Responder holds all applicable documentation and Insurance in accordance with this RFQ. (Responder shall attach to the Response Form copies of all 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 the Contract.)

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

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

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

H. 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.)

I. 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.)

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

The undersigned agrees that all specifications and Contract documents are hereto made part of any Contract executed with the Town and are binding on the Successful Responder.

Authorized Signature

Jeffrey J. Wyszynski
Printed Name

Chief Operating Officer
Printed Title

01/10/17
Date

If a Corporation:
Full Legal Name

Tecton Architects, PC

Officers of Corporation and Addresses

Edward Cutler, President & Clerk: 1 Hartford Square West, Hartford, CT 06106

Jeffrey J. Wyszynski, Vice President, Secretary & Treasurer: 1 Hartford Square West, Hartford, CT 06106

REQUIRED FORMS

State of Incorporation Connecticut

Principal Place of Business

1 Hartford Square West, Hartford, CT 06106

Telephone Number. 860-548-0802

Qualified in Massachusetts Yes ✓ No

Principal Place of Business in Massachusetts

N/A

Telephone Number

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

N/A

Telephone Number

Admitted in Massachusetts Yes No

Appendix 2
CERTIFICATE OF NON-COLLUSION

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.

Tecton Architects
Name of Responder

1 Hartford Square West, Hartford, CT 06106
Address of Responder

860-548-0802
Telephone Number

By: _____
(Signature)

Jeffrey J. Wyszynski
Printed Name

Chief Operating Officer
Printed Title

01/10/17
Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C,§49A, I certify under the penalties of perjury that the Responder 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.

Tecton Architects
Name of Responder

1 Hartford Square West, Hartford, CT 06106
Address of Responder

860-548-0802
Telephone Number

By: _____
(Signature)

Jeffrey J. Wyszynski
Printed Name

Chief Operating Officer
Printed Title

01/10/17
Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Responder hereby certifies that:

1. The Responder 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 Request for Qualifications.

2. No consultant to, or subcontractor for, the Responder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responder, 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 Responder.

3. No person, corporation, or other entity, other than a bona fide full time employee of the Responder has been retained or hired to solicit for or in any way assist the Responder in obtaining the Contract (pursuant to this Request for Qualifications) 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 Responder.

4. The Responder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Responder with respect to the services described in the Request for Qualifications.

5. The Responder understands that the Responder, his/her/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.

Tecton Architects
Name of Responder

1 Hartford Square West, Hartford, CT 06106
Address of Responder

860-548-0802
Telephone Number

By: _____
(Signature)

Jeffrey J. Wyszynski
Printed Name

Chief Operating Officer
Printed Title

01/10/17
Date

Appendix 5
CERTIFICATE OF CORPORATE RESPONDER

I, Edward Cutler, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that Jeffrey J. Wyszynski, who signed said Response on behalf of the Responder was then Chief Operating Officer of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine. (Corporate Seal)

Tecton Architects
Name of Responder

1 Hartford Square West, Hartford, CT 06106
Address of Responder

860-548-0802
Telephone Number

By: _____
(Signature)

Jeffrey J. Wyszynski
Printed Name

Chief Operating Officer
Printed Title

01/10/17
Date

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

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Responder 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.

Tecton Architects, PC
Name of Responder

1 Hartford Square West, Hartford, CT 06106
Address of Responder

860-548-0802
Telephone Number

By: _____
(Signature)

Jeffrey J. Wyszynski
Printed Name

Chief Operating Officer
Printed Title

01/10/17
Date

Appendix 7
CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Responder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA/SDO provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Tecton Architects
Name of Responder

1 Hartford Square West, Hartford, CT 06106
Address of Responder

860-548-0802
Telephone Number

By: _____
(Signature)

Jeffrey J. Wyszynski
Printed Name

Chief Operating Officer
Printed Title

01/10/17
Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Responder 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 Responder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Tecton Architects
Name of Responder

1 Hartford Square West, Hartford, CT 06106
Address of Responder

860-548-0802
Telephone Number

By: _____
(Signature)

Jeffrey J. Wyszynski
Printed Name

Chief Operating Officer
Printed Title

01/10/17
Date

REQUIRED FORMS

TECTARC-01 KLANKTON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2017

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

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

PRODUCER
Camillieri & Clarke Associates
an Affiliate of Smith Brothers
68 National Drive, Suite 2
Glastonbury, CT 06033

CONTACT NAME: Kristen D. Lankton
PHONE (A/C, No, Ext): (860) 430-3258 FAX (A/C, No):
E-MAIL ADDRESS: klankton@smithbrothersusa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company	11000
INSURER B: Twin City Fire Insurance	29459
INSURER C: XL Specialty Insurance Co	37885
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tecton Architects, P.C.
One Hartford Square West
Hartford, CT 06106

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			02SBATU3081	05/13/2016	05/13/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			02SBATU3081	05/13/2016	05/13/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			02SBATU3081	05/13/2016	05/13/2017	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			02WECCF0564	05/13/2016	05/13/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Professional Liab			DPR9804907	05/13/2016	05/13/2017	Each Claim	5,000,000
C	Retro Date: 01/01/79			DPR9804907	05/13/2016	05/13/2017	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

CERTIFICATE HOLDER

For Proposal Only

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
Kimberley S. Connolly

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

Tecton ARCHITECTS

MASSACHUSETTS DEPT. OF REVENUE
P.O. BOX 7066
BOSTON, MA 02204

MARK E. NUNNELLY, COMMISSIONER
MICHAEL J. LIVIDOTI, DEPUTY COMMISSIONER

TECTON ARCHITECTS, INC.
1 HARTFORD SQ. WEST
HARTFORD, CT 06106

T/P ID 061011156
Date 4/13/2015
Bureau CERTIFICATE

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C, SECTION 52.

Very truly yours

Michael J. Lividoti, Deputy Commissioner

Tecton ARCHITECTS

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

William Francis Galvin
Secretary of the
Commonwealth

October 15, 2010

TO WHOM IT MAY CONCERN:

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

TECTON ARCHITECTS, INC.

a corporation organized under the laws of **Connecticut** on **November 26, 1979** was qualified to do business in the Commonwealth of Massachusetts on **June 10, 2010,** pursuant to the General Laws.

I also certify that said corporation is still qualified to do business in this Commonwealth.

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

Processed by jbm

REQUIRED FORMS

Please refer to the Licensing Entity's website for additional information regarding the status and discipline information shown below.

For DPL information, please visit the DPL website.
For ABCC information, please visit the ABCC website.

Information Pertaining To:
Architect 10681

Licensee Detail

License Number: 10681
Licensing Entity: Board of Registration of Architects
License Type: Architect
Type Class: AR
License Issue Date: 02/26/2001
License Expiration Date: 08/31/2017 **Status:** Current
Current Discipline:
Other Discipline:

Name: JEFFREY J WYSZYNSKI
Business Name: **DBA Name:**

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
ARCHITECT
JEFFERY R MCELRAVY
175 MAIN ST
EAST BERLIN, CT 06023

LIC. / REG NO.	EFFECTIVE	EXPIRES
ARI.0004726	08/01/2016	07/31/2017

SIGNED

Fold, Then Detach Along All Perforations

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
ARCHITECTS
ISSUES THE FOLLOWING LICENSE
AS A REGISTERED ARCHITECT
DENNIS A ROSS

323 HIGHGATE

SLINGERLANDS NY 12159-9531
9680 08/31/17 596890

LICENSE NUMBER EXPIRATION DATE SERIAL NUMBER

LICENSE SIGNATURE

Tecton ARCHITECTS

Commonwealth of Massachusetts

Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)

1. Project Name/Location For Which Firm Is Filing:

Architectural Design Services for:
Construction of a New West Natick Fire Station

2a. DSB# Item #

2b. Mass State Project #

3a. **Firm (Joint-Venture) - Name and Address Of Primary Office To Perform The Work:**

Tecton ARCHITECTS

Tecton Architects, pc
One Hartford Square West
Hartford, CT 06106

3e. Name Of Proposed Project Manager:

For Study: Jeffery McElravy, AIA
For Design: Jeffery McElravy, AIA

3b. Date Present and Predecessor Firms Were Established:

Tecton Architects,pc 2013, Tecton Architects,Inc 2006, Tecton Architects,pc 1996, The Tecton Partnership, PC – est 1979
Name was changed to Tecton Architects, pc in 1996 to more clearly reflect the nature of the firm. Firm was incorporated in 2006 to provide ownership opportunity to persons who were not architects. Firm name was changed back to Tecton Architects, pc in 2013.

3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:

N/A

3c. Federal ID #: 06-1011156

3g. Name and Address Of Parent Company, If Any:

N/A

3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):

Jeffrey Wyszynski, AIA, MCPPO
MA Registration No. 10861

Email Address: jeffw@tectonarchitects.com
Telephone No: 860.548.0802 Fax No.: 860.990.6985

3h. Check Below If Your Firm Is Either:

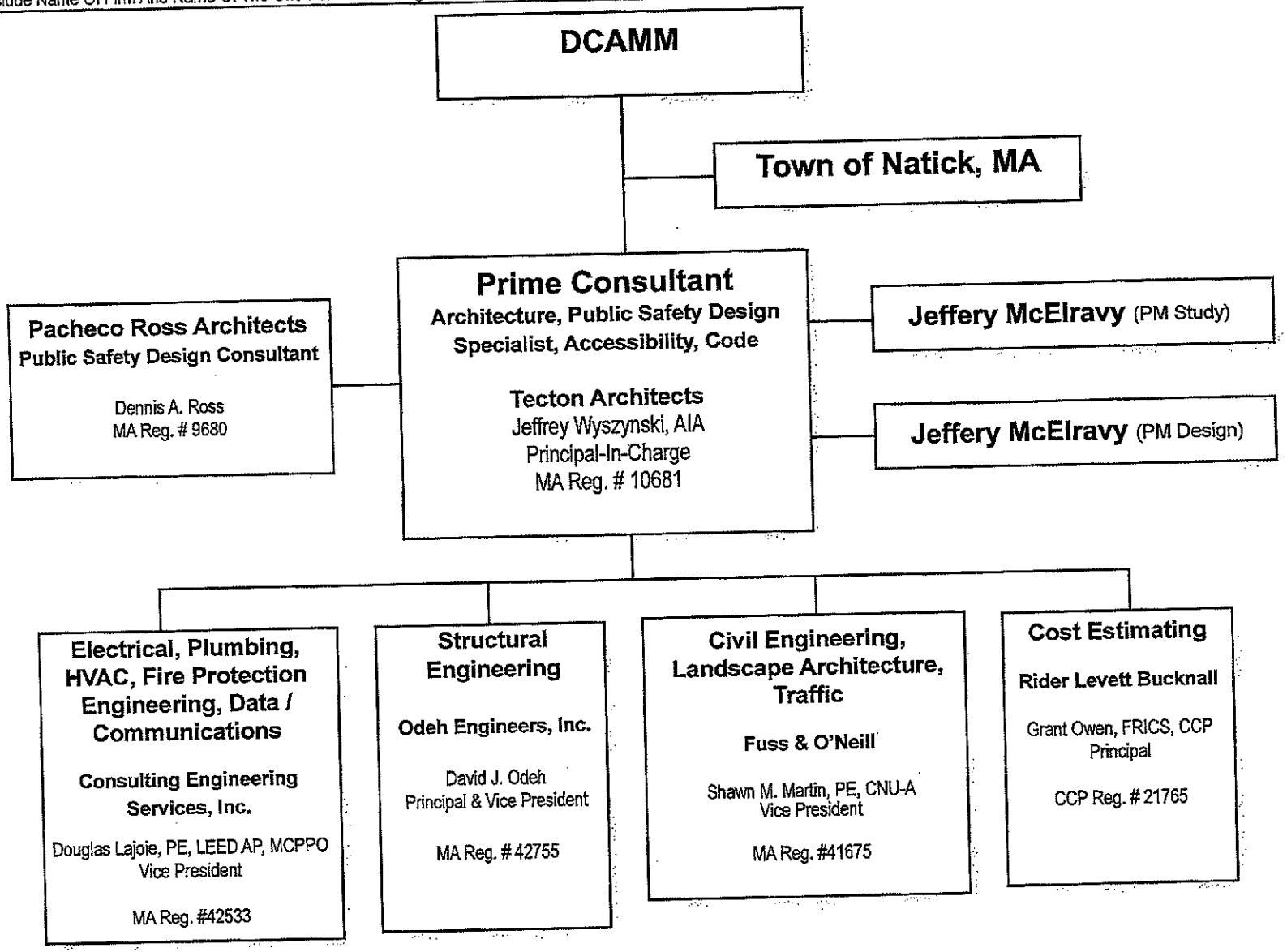
(1) SDO Certified Minority Business Enterprise (MBE) ☐
(2) SDO Certified Woman Business Enterprise (WBE) ☐
(3) SDO Certified Minority Woman Business Enterprise (M/WBE) ☐
(4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) ☐
(5) SDO Certified Veteran Owned Business Enterprise (VBE ☐

4. **Personnel From Prime Firm Included In Question #3a Above** By Discipline (List Each Person Only Once, By Primary Function – Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):

Admin. Personnel	8	( )	Ecologists		( )	Licensed Site Profs.		( )	*Other*
Architects	14	(5)	Electrical Engrs.		( )	Mechanical Engrs.		( )	Intern Arch 15 ( )
Acoustical Engrs.		( )	Environmental Engrs.		( )	Planners: Urban/Reg.		( )	Proj Mgr 3 ( )
Civil Engrs.		( )	Fire Protection Engrs.		( )	Specification Writers		( )	( )
Code Specialists		( )	Geotech Engrs.		( )	Structural Engrs.		( )	( )
Construction		( )	Industrial Hygenists		( )	Surveyors		( )	( )
Cost Estimators		( )	Interior Designers	6	( )			( )	( )
Drafters	11	( )	Landscape Architects		( )			( )	Total 57 (5)

5. Has this Joint-Venture previously worked together? ☐ Yes ☐ No

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

a. Name and Title Within Firm:
Jeff Wyszynski, AIA - Principal

b. Project Assignment:
Principal-in-Charge

c. Name and Address Of Office In Which Individual Identified In 7a Resides:

Tecton ARCHITECTS
Tecton Architects, pc
One Hartford Square West
Hartford, CT 06106

MBE ☐
WBE ☐
SDOVBE ☐
VBE ☐

d. Years Experience: With This Firm: 12 With Other Firms: 8

e. Education: Degree(s) /Year/Specialization
BA- Roger Williams University (Valedictorian) / 1997 / Architecture; Boston Architectural Center, Continuing Education

f. Active Registration: Year First Registered/Discipline/Mass Registration Number
2001 – Architect – MA
MA Registration No. 10681

g. Current Work Assignments and Availability For This Project:
Jeff is available to begin work immediately as Principal In Charge and for the duration of the project.

h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

Jeff leads our team with an open mind and an open office door. He guides our seasoned professionals and our most talented youth alike. Jeff encourages collaboration to achieve the best result for each and every project we embark on. He's always there to review the status of any project and offer advice and guidance.

Prior to joining Tecton, Jeff worked at the West Springfield, Massachusetts firm of Alderman and Macneish. He is certified through the School Project Designers & Owner's Project Managers offered through the Massachusetts Certified Public Purchasing Officials (MCPPO). Jeff has managed several projects for towns throughout Massachusetts and the Northeast and is familiar with the sub-bid process and laws in regard to municipal building projects.

a. Name and Title Within Firm:
Kathryn E. Mease, NCIDQ, LEED AP BD+C
Interior Designer

b. Project Assignment:
Interior Designer, Space Planner

c. Name and Address Of Office In Which Individual Identified In 7a Resides:

Tecton ARCHITECTS
Tecton Architects, pc
One Hartford Square West
Hartford, CT 06106

MBE ☐
WBE ☐
SDOVBE ☐
VBE ☐

d. Years Experience: With This Firm: 6 With Other Firms: 7

e. Education: Degree(s) /Year/Specialization
BFA - University of Massachusetts, Amherst/2003/Design

f. Active Registration: Year First Registered/Discipline/Mass Registration Number
2008 - NCIDQ Certification

g. Current Work Assignments and Availability For This Project:
Kathryn is able to commit fully throughout this project.

h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

Kathryn is a highly organized, team-oriented Interior Designer with Fortune 500 experience. She has been responsible for all phases of the design and construction process for high profile projects in municipal, retail and corporate markets. In particular, Kathryn has managed several design projects with national accounts where she has created prototype designs.

As a LEED-accredited professional, Kathryn ensures the highest level of sustainability on each project. She is a member of the US Green Building Council Emerging Professionals Committee, a network of emerging green professionals dedicated to developing opportunities for involvement, fostering knowledge and generating momentum for the green building industry.

Relevant Experience: Wellesley Library, MassMutual Space Improvements, Wilbraham Police Station, Dighton Police Station

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

a. Name and Title Within Firm:
Jeffery McElravy, AIA - Principal
Director of Public Safety Design

b. Project Assignment:
Senior Project Manager

c. Name and Address Of Office In Which Individual Identified In 7a Resides:

Tecton ARCHITECTS

Tecton Architects, pc
One Hartford Square West
Hartford, CT 06106

MBE ☐
WBE ☐
SDOVBE ☐
VBE ☐

d. Years Experience: With This Firm: 10 With Other Firms: 20

e. Education: Degree(s) /Year/Specialization
BS- Pennsylvania State University / 1985 / Architecture

f. Active Registration: Year First Registered/Discipline/Mass Registration Number
1989 – Architect – CT Registration No. 4726

g. Current Work Assignments and Availability For This Project:
Jeff McElravy is able to commit fully throughout the duration of this project.

h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

With over 30 projects completed in the state of Massachusetts, Jeff is highly experienced with Projects requiring the state sub-bid process as well assisting clients with federally sourced grants, funding and financing. Jeff is a nationally recognized expert in public safety design and serves various departments across the country as a planning and design consultant. As an active member of the International Association of the Chiefs of Police and participant in the Community Policing Committee, Jeff is engaged in current policing trends. Jeff's designs have been published in the American Institute of Architects Annual Justice Facilities Review.

Jeff exclusively acts as Senior Project Manager for all Public Safety Projects at Tecton Architects: Sutton MA Police and Highway Dept, Dighton MA Police and Communications Center, Wilbraham MA Police Station, Wilbraham MA Main Fire Station, Suffolk Fire & Rescue HQ, CT Fire Academies & Training Schools, Avon MA Public Safety, Greenfield MA Public Safety, Mankato MN Fire Station #3, North Brookfield MA Police, Barnstable MA Police, Security Office at Bienecke Rare Book Library -Yale University, Lincoln RI Police, New Haven CT Correctional Center, Norfolk VA 3rd patrol Police, Chesapeake VA Joint Public Safety Training, Chesapeake VA Public Safety Headquarters, Chesapeake VA 6th Precinct Police, 40th precinct New York City Design Review and Auburn MA Public Safety.

h. Police, Fire and Public Safety experience specific to Jeffery McElravy while at Kaestle Boos Associates, Inc. Kaestle Boos remains the Architect of Record for the projects listed below:

Police Department
Hampton, NH

Police Headquarters
Hudson, NH

Police Headquarters
Lebanon, NH

Police Facility
Londonderry, NH

Public Safety Facility
Keene, NH (study)

Public Safety Facility
Presque Isle, ME (study)

Public Safety Facility
Williston, VT (study)

Police Facility
Brewster, MA

Public Safety Facility
Brewster, MA (study)

Public Safety Facility
Foxborough, MA

Police Facility
Cambridge, MA
(adaptive reuse)

Police Department
Chelmsford, MA

Police & Ambulance
Harvard, MA

Police Facility
North Attleborough, MA

Police Headquarters
Southbridge, MA

Police Headquarters
Westford, MA

Public Safety Facilities
Grafton, MA (study)

Public Safety Facility
Holden, MA (study)

Public Safety Facility
Rowley, MA (study)

Police Facility
North Reading, MA (study)

Police Facility
Holliston, MA (study)

Police Facility
Ridgefield, CT (additions & renovations study)

Police Headquarters
Southington, CT

Police Facility
West Hartford, CT

(additions & renovations)
Police Facility
Hamden, CT

(study/needs assessment)
Police Headquarters
Manchester, CT

Police Facility
Yale University, New Haven, CT (programming)

Fire Headquarters
Bloomfield, CT

Firehouse/EMS
Ledyard, CT

Fire Headquarters
Watertown, CT (additions & renovations)

Fire Company #3
Wethersfield,CT (additions & renovations)

Public Safety Ops Cntr,
Chesapeake, VA

Police Headquarters
Newport News, VA (programming)

Public Safety Facility
Portsmouth, VA (study)

Public Safety Training Center
Greensboro, NC

Defense Distribution Cntr
(Public Safety Facility)
New Cumberland, PA

Police Facility
Fort Lee, NJ

Police Facility
Hamilton, OH
(study/renovations)

Police Facility and EOC
New Smyrna Beach, FL

Police, Fire and EOC
Port Orange, FL (study)

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

a. Name and Title Within Firm:
Rebecca Hopkins, Assoc. AIA, EDAC
Architectural Designer, Manager of Emerging Tech

b. Project Assignment:
Architectural Designer

c. Name and Address Of Office In Which Individual Identified In 7a Resides:

Tecton ARCHITECTS
Tecton Architects, pc
One Hartford Square West
Hartford, CT 06106

MBE ☐
WBE ☐
SDOVBE ☐
VBE ☐

d. Years Experience: With This Firm: 3 With Other Firms: 0

e. Education: Degree(s) /Year/Specialization
Pennsylvania State University Bachelor in Architecture
Minor in Psychology and Environmental inquiry

f. Active Registration: Year First Registered/Discipline/Mass Registration Number
N/A

g. Current Work Assignments and Availability For This Project:
Rebecca is available to begin work immediately as the Designer and for the duration of the project.

h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

Rebecca joined Tecton as an architectural intern while still attending Pennsylvania State University. During this time, she was able to work on a variety of projects, ranging in scale and program. When she graduated, she returned as a full-time architectural designer and has quickly become a valuable asset to our design team. With a collaborative process and design skills, she strives to understand the many design challenges of each project, responding with the best solution for each client.

Rebecca's background includes experience with multiple computer design tools such as Revit, Adobe Creative Suite, AutoCAD, Lumion Rendering Software, Sketchup, and 3ds Max. By constantly challenging the process, she has played a critical role in helping to research and implement new innovative technologies at Tecton.

Rebecca works side by side with Tecton's Director of Public Safety, Jeff McElravy, on every public safety project at Tecton, including the Wilbraham Police Station, Sutton Police and Highway Dept, Dighton Police, Greenfield Public Safety and Avon Police and Fire Facilities in Massachusetts.

a. Name and Title Within Firm: Matt Salad,
Architectural Designer

b. Project Assignment:
Architectural Designer

c. Name and Address Of Office In Which Individual Identified In 7a Resides:

Tecton ARCHITECTS
Tecton Architects, pc
One Hartford Square West
Hartford, CT 06106

MBE ☐
WBE ☐
SDOVBE ☐
VBE ☐

d. Years Experience: With This Firm: 4 With Other Firms: 2

e. Education: Degree(s) /Year/Specialization
University of Hartford / 2008 / Bachelor of Architecture
University of Kansas / 2012 / Masters of Architecture

f. Active Registration: Year First Registered/Discipline/Mass Registration Number
N/A

g. Current Work Assignments and Availability For This Project:
Matt is able to commit fully throughout the duration of this project.

h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

While at the University of Hartford, Matt conducted a vernacular evolution analysis of the Parkville neighborhood in Hartford that studied the way in which cultural shifts in the community have left their mark on the City's architecture over time. He translates that exercise into an understanding of the evolution of cultural shifts within municipal facilities and how their environment is affected. Matt uses his proficiency in BIM, Revit and AutoCAD to provide clients with advanced architectural renderings. His work brings projects to life while still in the earliest design phases and helps clients visualize the completed building before construction even begins.

Matt is a staple of the public safety design team at Tecton and has worked along side Jeff McElravy on all our current Public Safety designs including Wilbraham Police Station, Sutton Police and Highway Dept, Dighton Police and Avon Police and Fire in Massachusetts.

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

a. Name and Title Within Firm:
Dennis A. Ross, President

b. Project Assignment:
Senior Project Manager

c. Name and Address Of Office In Which Individual Identified In 7a Resides:
Pacheco Ross Architects, P.C.
72 Voorheesville Avenue, PO Box 558
Voorheesville, NY 12186

MBE ☐
WBE ☐
SDOVBE ☐
VBE ☐

d. Years Experience: With This Firm: 23 With Other Firms: 17

e. Education: Degree(s) /Year/Specialization
Bachelor of Architecture, 1975 Rensselaer Polytechnic Institute
Bachelor of Science in Building Science, 1975 Rensselaer Polytechnic Institute

f. Active Registration: Year First Registered/Discipline/Mass Registration Number
Architect, NY 014358-1, 1979
Architect, MA 9680 8/15/1996

g. Current Work Assignments and Availability For This Project:
Feasibility, Public Awareness Campaigns, Firematic Design and Site Design
Dennis Ross is able to commit his full resources to this project through its duration.

h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):
Dennis is an architect and co-owner of Pacheco Ross Architects, P.C., an award-winning, nationally recognized architectural firm dedicated exclusively to the design of Emergency Response Facilities. Ross is a graduate of Rensselaer Polytechnic Institute, where his education included a year as an exchange student with the Polytechnic of Central London. He has over 40-years of experience including a long tenure in real estate development and construction, which allows him to assess projects from multiple points of view. Dennis is NCARB certified; a member of the American Institute of Architects, NFPA, the International Code Council, is licensed in 14 states and an honorary member of the Kingston Fire Department. His expertise in project management, land use, budgeting, construction and focus on solutions to difficult problems has enabled him to knowledgeably write and speak on a variety of fire station design issues. Mr. Ross has authored articles for Fire Chief Magazine and co-authored *Chief Fire Officer's Desk Reference* and *Fire Station: Architectural Insight to Planning, Design & Construction.* In 2001 he was the recipient of the Business Council of New York State and NFIB annual award for "NYS Small Business Advocate of the Year".

a. Name and Title Within Firm:
David J. Pacheco, Vice President

b. Project Assignment:
Design Partner

c. Name and Address Of Office In Which Individual Identified In 7a Resides:
Pacheco Ross Architects, P.C.
72 Voorheesville Avenue, PO Box 558
Voorheesville, NY 12186

MBE ☐
WBE ☐
SDOVBE ☐
VBE ☐

d. Years Experience: With This Firm: 19 With Other Firms: 4

e. Education: Degree(s) /Year/Specialization
Bachelor of Architecture, Cum Laude, 1993 Rensselaer Polytechnic Institute
Bachelor of Science in Building Science, Cum Laude, 1993 Rensselaer Polytechnic Institute

f. Active Registration: Year First Registered/Discipline/Mass Registration Number:
Architect, NY 028074 - 2000

g. Current Work Assignments and Availability For This Project
Lead Designer, Feasibility and QA/QC on projects.
David Pacheco is able to commit his full resources to this project through its duration.

h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current Firm):
David J. Pacheco, AIA, NCARB is an architect and co-owner of Pacheco Ross Architects, P.C. a nationally recognized, award winning architectural firm specializing **exclusively** in the design of Emergency Response Facilities. He is a Cum Laude graduate of Rensselaer Polytechnic Institute where his education included study in Rome, Italy. An accomplished designer with 19 years of fire station specialization, he has received accolades for his practical and aesthetically pleasing creations that respond sensitively to client needs, budget, codes, the environment, and the community. Mr. Pacheco is NCARB Certified, licensed in ten states, an active honorary member of The Grand Boulevard Fire Company and honorary member of the Kingston Fire Department, a member of the International Code Council, a former AIA President and State Director, an ASTM member sitting on the Homeland Security Technical Committee on EOC design standards and a Trustee of the Rensselaer Newman Foundation. His broad leadership experience and fire design expertise has enabled him to knowledgeably write, teach and counsel on all aspects of station design. Mr. Pacheco has authored articles for Fire Chief Magazine and co-authored *Chief Fire Officer's Desk Reference, ASTM E2668-10* and *Fire Station: Architectural Insight to Planning, Design & Construction.* The Capital District Business Review selected him for distinction as a "40 under Forty" honoree in recognition of his contributions as an outstanding young architect and leader in the community. He has been a juror for national fire station design awards and firematic advisor to architects across North America

Fire, Police, Public Safety, EMS, EOC and PSAP experience specific to Dennis Ross		
City of Norwalk Fire Dept. HQ Norwalk, CT	Millstone Twp Fire District #1, Millstone, NJ	Town of Bristol Police & Fire Bristol, VT
Town of Spencer Fire Dept. Spencer, MA	Town of Great Barrington Fire Department Great Barrington, MA	Village of Colonie Fire Department Colonie, NY
Mill Creek Fire Company Marshallton, DE	Town of Brattleboro Police Brattleboro, VT	Walden Fire District Walden, NY
Keene Fire District Keene, NY	Bethel Park Volunteer Fire Company Bethel Park, PA	Wilbraham Fire Department Wilbraham, MA
City of Lethbridge Fire HQ Lethbridge, AB Canada	City of Dunkirk Fire Dept. Dunkirk, NY	Union Fire District Station 8 Peace Dale, RI
Niskayuna Fire District Niskayuna, NY	Silver Lake Fire District Middletown, NY	Greenfield Public Safety Facility Greenfield, MA
Village of Fayetteville Fire Dept Fayetteville, NY	Wm. P. Faist Volunteer Ambulance Corp Chestnut Ridge, NY	Cicero Fire District Cicero, NY
Poughkeepsie Public Safety Facility, Poughkeepsie, NY	Princeton First Aid & Rescue Princeton, NJ	Stillwater Fire District Stillwater, NY
Barre Public Safety Facility, Barre, VT	Guilderland Fire District Guilderland, NY	East Syracuse Multipurpose Facility DeWitt, NY
Dumfries Triangle Rescue Squad, Dumfries, VA	Thompsonville Fire District, Enfield, CT	
Town of Avon Avon, MA		

Selected References		
Past Fire Chief Harry Jennings Great Barrington, MA 413-717-1441	Fire Chief Robert Strahan Greenfield, MA 413-774-4323	Past Fire Chief Denis McCarthy Norwalk, CT 203-667-4388

Fire, Police, Public Safety, EMS, EOC and PSAP experience specific to David Pacheco		
Niskayuna Fire District Niskayuna, NY	Saratoga County Public Safety Ballston Spa, NY	Millstone Twp Fire District #1, Millstone, NJ
Village of Fayetteville Fire Dept Fayetteville, NY	Village of Colonie Fire Department Colonie, NY	Town of Great Barrington Fire Department Great Barrington, MA
Poughkeepsie Public Safety Facility, Poughkeepsie, NY	Wolfforth Public Safety Facility Wolfforth, TX	Rensselaer Police Department Rensselaer, NY
Dumfries Triangle Rescue Squad, Dumfries, VA	Wilbraham Fire Department Wilbraham, MA	Bethel Park Volunteer Fire Company Bethel Park, PA
East Syracuse Multipurpose Facility DeWitt, NY	Union Fire District Station 8 Peace Dale, RI	Town of Becket. Becket, MA
City of Norwalk Fire Dept. HQ Norwalk, CT	Greenfield Public Safety Facility Greenfield, MA	Silver Lake Fire District Middletown, NY
Town of Spencer Fire Dept. Spencer, MA	Cicero Fire District Cicero, NY	Wm. P. Faist Volunteer Ambulance Corp Chestnut Ridge, NY
Mill Creek Fire Company Marshallton, DE	Stillwater Fire District Stillwater, NY	Princeton First Aid & Rescue Princeton, NJ
Keene Fire District Keene, NY	City of Albert Lea Albert Lea, MN	Guilderland Fire District Guilderland, NY
City of Lethbridge Fire HQ Lethbridge, AB Canada	City of Beacon Fire Dept. Beacon, NY	Thompsonville Fire District Enfield,

Selected References		
Fire Chief Richard Hildebrand Lethbridge, AB 403-393-8006	Fire Commissioner Edward Rigney, Jr. Wilbraham, MA 508-885-3555	Fire Chief Dale Lingenfelter Niskayuna, NY 518-376-8367

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

a. Name and Title Within Firm:
Douglas S. Lajoie, PE, LEED AP – *Vice President*

b. Project Assignment:
Principal In Charge

c. Name and Address Of Office In Which Individual Identified In 7a Resides:
Consulting Engineering Services, LLC
128 Carnegie Row – Suite 204
Norwood MA 02062

MBE ☐
WBE ☐
SDVOBE ☐
VBE ☐

d. Years Experience: With This Firm: 22 With Other Firms: 9

e. Education: Degree(s) /Year/Specialization
BS | 1997 | Electrical Engineering

f. Active Registration: Year First Registered/Discipline/Mass Registration Number

Massachusetts Professional Engineer | License # 42533 | 1999 (Electrical)
2007 | MCPPO Certified

g. Current Work Assignments and Availability For This Project:
Doug is available immediately for this project.

h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

Doug is a founding principal of CES and has served as Principal in Charge for projects involving both renovations and new construction throughout the region. His 29+ years' experience has included phased construction projects that entail sustainable design and value engineering for public safety and municipal projects throughout the Northeast.

Experience
Berlin Police Department – Berlin CT *with Tecton Architects*
Blue Hills Fire Station – Bloomfield CT
Cromwell Fire Station – Cromwell CT
East Side Fire Station – Milford CT
Hayden Fire Station – Windsor CT
Monson Police Department – Monson MA
New Britain Police Station – New Britain CT
Northampton Police Department – Northampton MA
Norwalk Fire Headquarters – Norwalk CT
UMASS Amherst Police Department – Amherst MA
Webster Police Department – Webster MA
Westport Police Department – Westport MA *with Tecton Architects*
Wilbraham Police Department – Wilbraham MA *with Tecton Architects*

a. Name and Title Within Firm:
Derek T. Bride– *Team Leader*

b. Project Assignment:
Project Manager / Senior Mechanical Engineer

c. Name and Address Of Office In Which Individual Identified In 7a Resides:
Consulting Engineering Services, LLC
128 Carnegie Row – Suite 204
Norwood MA 02062

MBE ☐
WBE ☐
SDVOBE ☐
VBE ☐

d. Years Experience: With This Firm: 4 With Other Firms: 6

e. Education: Degree(s) /Year/Specialization
BS | 2006 | Mechanical Engineering

f. Active Registration: Year First Registered/Discipline/Mass Registration Number:

g. Current Work Assignments and Availability For This Project
Derek is available immediately for this project.

h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current Firm):

Derek has nearly a decade of experience providing mechanical engineering services for a range of projects. His passion and dedication to energy efficiency and renewable energy sources shine through his designs of long-lasting, dependable building systems that offer optimum climate control specific to the owners' needs and preferences. He has provided design services for several municipal and public safety facilities.

Experience
Acton Town Wide Study – Acton MA
Berlin Police Department – Berlin CT *with Tecton Architects*
Nantucket Facilities Assessment – Nantucket MA
North Haven Public Works Office – North Haven CT
Westfield State Davis Hall – Westfield MA
Westport Police Department – Westport MA *with Tecton Architects*
Wilbraham Police Station – Wilbraham MA *with Tecton Architects*

7. Brief Resume Of **ONLY** Those Prime Applicant And Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form And Limit Resumes To **ONE** Person Per Discipline Requested In The Advertisement. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 6. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel Requested In The Advertisement And They Must Be In The Format Provided. By Including A Firm As A Sub-Consultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.

a. Name And Title Within Firm: Daniel F. DeLany, PE, Senior Project Manager	a. Name And Title Within Firm: Shawn M. Martin, PE, CNU-A, Vice President
b. Project Assignment: Civil Engineering – Professional Engineer	b. Project Assignment: Civil Engineering – Professional Engineer
c. Name And Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill 78 Interstate Drive West Springfield, MA 01089 MBE ☐ WBE ☐	c. Name And Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill, Inc. 317 Iron Horse Way Suite 204 Providence, RI 02908 MBE ☐ WBE ☐
d. Years' Experience: With This Firm: 16 With Other Firms: 0	d. Years Experience: With This Firm: 15 With Other Firms: 6
e. Education: Degree(s) /Year/Specialization BS/2000/Civil Engineering	e. Education: Degree(s) /Year/Specialization BS/1994/Civil Engineering
f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2009/Professional Engineer (Civil)/48477	f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2001/Civil Engineering/41675
g. Current Work Assignments and Availability For This Project: Mr. DeLany is available to allocate appropriate time to this project.	g. Current Work Assignments And Availability For This Project: Mr. Martin is available to allocate appropriate time to this project.
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. DeLany has a diverse background in various facets of civil engineering and land use planning, including Site Engineering, Roadway Design, Wastewater Engineering, Hydrologic Engineering, Utility Engineering, site assessments, construction administration, and local, state and federal permitting. He has performed hydrologic and hydraulic engineering analyses and design for projects that range from simple storm drainage systems to complex systems that include multiple watersheds, connecting streams, wetlands and drainage systems, and stormwater management systems. He prepares calculations and designs stormwater quality treatment systems, prepares summary reports and presents his findings at public meetings and hearings. Mr. DeLany has performed independent, 3rd party reviews of stormwater management system designs for municipalities, as part of their regulatory review process for development projects.	h. Other Experience And Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Possesses a broad range of experience and expertise in permitting, surveying, planning, environmental site assessments, stormwater management, on-site wastewater treatment systems, and low-impact development. Permitted, designed and managed a variety of residential, commercial and industrial developments exceeding $200M and has state and local permitting experience with sewer and water systems, subdivisions, site plan approval, low- and moderate-income housing, DEP, MEPA, and DOT. Project experience with Hawlemont Jr.-Sr. High School, Cushing Academy, and many other schools; hospitals; and higher education facilities. Mr. Martin has also provided on-call services to the City of Brockton and Towns of Carver, Rehoboth, Swansea, Somerset, and Southborough, MA with technical reviews of land development projects and verification of stormwater compliance and permitting. He has provided consulting services to the Taunton Conservation Commission. Provided environmental/Title 5 consulting services to the Massachusetts Turnpike Authority. DEP Title V Septic System Inspector and Soil Evaluator.

7.	Brief Resume Of **ONLY** Those Prime Applicant and Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form and Limit Resumes To **ONE** Person Per Discipline Requested In The Advertisement. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 6. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel Requested In The Advertisement And They Must Be In The Format Provided. By Including A Firm As A Sub-Consultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.	
a.	Name and Title Within Firm: Steve Savaria, P.E. – Project Manager	a. Name and Title Within Firm:
b.	Project Assignment: Traffic Engineering	b. Project Assignment:
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill 78 Interstate Drive West Springfield, MA 01089 MBE ☐ WBE ☐	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE ☐ WBE ☐
d.	Years Experience: With This Firm: 21 With Other Firms: 15	d. Years Experience: With This Firm: _____ With Other Firms: _____
e.	Education: Degree(s) /Year/Specialization BS/1979/Civil Engineering	e. Education: Degree(s) /Year/Specialization
f.	Active Registration: Year First Registered/Discipline/Mass Registration Number 1992/MA Professional Engineer (Civil)/# 36500	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g.	Current Work Assignments and Availability For This Project: Mr. Savaria is available to allocate appropriate time to this project.	g. Current Work Assignments and Availability For This Project:
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Stephen J. Savaria, P.E. is a Senior Transportation Engineer and Project Manager in the West Springfield office. Mr. Savaria has served in responsible charge for all aspects of the conduct of studies and preparation of reports for preliminary and final design of facilities, environmental impacts of projects, field survey, horizontal and vertical design, driveway entrance design, drainage design, and quantity estimation on the preparation of plans and specifications and resident inspection and approval of street and highway construction projects throughout New England. He has extensive experience in the analysis, design and specification of intersection geometrics, traffic signal system operation and equipment, signage and pavement markings, and methods, measures, and techniques for the alleviation of congestion and the promotion of traffic safety. Steve's duties have included traffic and parking data collection and summary, trip generation and distribution, capacity and safety analysis, parking supply and demand evaluation, and design of parking and loading facilities in the assessment of the traffic characteristics, requirements and impacts of private commercial and residential development.	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

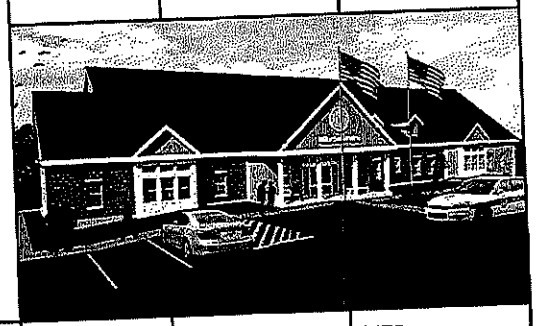
a. Name and Title Within Firm: David J. Odeh, SE (CA/IL), PE, SECB, F.SEI, Principal & Vice President	a. Name and Title Within Firm:
b. Project Assignment: Principal-in-Charge/Project Manager	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: Odeh Engineers, Inc. 1223 Mineral Spring Avenue North Providence, RI 02904 MBE ☐ WBE ☐	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE ☐ WBE ☐
d. Years Experience: With This Firm: 17 With Other Firms: 6	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization BS Civil Engineering, 1992, Brown University MS Structural Engineering, 1993, University of California at Berkeley	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number MA – 42755 (1st registered, 2000), RI – 6740, VT - 018-0008586, CT – 22478, CA - C 54460 (1st registration, 1995, civil), CA – S 6113 (structural), DC – PE 907842, NJ – 42785, PA – 058913, NH – 10421, VA – 043384, ME – 9780, MI – 6201051938, MO – 2006004463, CO – 39945, NC – 033986, MD – 32795, SC – 26771, FL – 65915, MN – 52415, IL – 081007686 (structural), OH - 80985	f. Active Registration: Year First Registered/Discipline/Mass Registration Number:
g. Current Work Assignments and Availability For This Project: Our office is organized such that the firm's top engineers will participate in the project on a day-to-day basis. M. David Odeh, PE and David J. Odeh, PE, SECB will jointly manage the project through completion, and will be on-call for immediate resolution of structural issues.	g. Current Work Assignments and Availability For This Project
h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current Firm):

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Confine responses to the space provided on the Form and limit Resumes to ONE person per discipline requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

a. Name and Title Within Firm: Grant B. Owen, Principal	a. Name and Title Within Firm:
b. Project Assignment: Cost Estimating	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: RLB | Rider Levett Bucknall Two Financial Center 60 South Street, Suite 810 Boston, MA 02111 MBE ☐ WBE ☐	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE ☐ WBE ☐
d. Years Experience: With This Firm: 21 With Other Firms: 7	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization B.Sc. Degree, 1994, Quantity Surveying and Building Economics	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number 1995, Certified Cost Professional (CCP) / American Association of Cost Engineers / Registration Number 21765 1997 / Member, Royal Institution of Chartered Surveyors (FRICS) / Registration Number 0100808 2009 / Fellow (FRICS) / Royal Institution of Chartered Surveyors / Registration Number 0100808	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project: **Mr. Owen is currently available to actively contribute to this project**	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Owen has been responsible for the provision of cost planning, cost management, and project management services on a wide variety of renovation and new-build projects, including office blocks, hotels, convention centers, universities and college facilities, airports, hospitals, retail centers, manufacturing facilities, health centers/clinics, warehouses, prison/detention facilities, apartment and condominium complexes, ranging from $100,000 to $1.1 Billion	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).

a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Areas of Expertise Listed in DSB Advertisement)	c. Client's Name, Address and Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was Responsible
(1) Police Station Wilbraham, MA Jeffrey Wyszynski, AIA – P-I-C	Tecton was contracted to provide design services beginning with a feasibility study to determine the best available options for relocating, expanding and updating the police station. The existing police station is currently located in a 5,000 sf building which was originally constructed as a school in 1904. In addition to outgrowing the space and deterioration of the building, it suffers many deficiencies and does not function adequately as a modern day police facility. Tecton will address site and programming issues as well as inadequate workspace, interview areas, decontamination facilities, security and prisoner conditions and efficient floorplan circulation.	Lance Trevallion Project Manager / Building Commissioner Town of Wilbraham 240 Springfield Street Wilbraham, MA 01095 413.596.2800 LTrevallion@wilbraham-ma.gov	2015 study 2017 est.	$8,000 est.	$68.5
(2) Main Fire Station Wilbraham, MA Ted Cutler, AIA – P-I-C	Tecton Architects and Pacheco Ross Architects prepared a study for the proposed renovation of Wilbraham's main fire station. The study was overwhelmingly approved at the town meeting and immediately we were contracted to renovate the station. The original 1950's station was in desperate need of more garage space for their trucks, ambulance and boat. There were barely inches to fit between the trucks and the garage door. The small, dated modular trailers (added to the original structure to house administrative functions and create living quarters) were demolished. The remaining existing space was updated and renovated. New additions were added to provide additional apparatus, living quarters and administrative offices.	Lance Trevallion Project Manager / Building Commissioner Town of Wilbraham 240 Springfield Street Wilbraham, MA 01095 413.596.2800 LTrevallion@wilbraham-ma.gov	2013	$2400	$175



8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).

a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Areas of Expertise Listed in DSB Advertisement)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was Responsible
(3) North Brookfield Police Station North Brookfield MA David G. Foster, AIA – P-I-C	This 8,000 SF project was especially challenging, the desired location was a brownfield site, listed with the Massachusetts DEP as an "asbestos in soil" site. Because it was very important to the town to clean up the land, Tecton worked diligently to overcome the additional complications of the asbestos remediation while staying within the original budget. Incorporated in the facility are many energy efficient items including: Automated Lighting System, Occupancy sensors in offices , LED site fixtures & exit signs, Daylight harvesting controls in perimeter spaces, Dual level lighting controls, High efficiency chiller, Hybrid HVAC system, Automatic temperature control and building energy management system.	Officer Paul Dacey Town of North Brookfield 13 Summer Street North Brookfield, MA 01535 508.867.0206	2010	$2800	$260
(4) Avon Police & Fire Stations Avon MA Jeffrey Wyszynski, AIA – P-I-C	Tecton conducted a feasibility study for new public safety facilities for the Town of Avon. After evaluating more than 40 sites to find the optimal location, it was determined that the new fire facility would be best situated on the existing site in the town center and the new police station on a site just down the street. In order to best serve the needs of the community, maintaining the public safety presence in the heart of the community serves to revitalize the historic area that was once a thriving business district. Tecton also developed a long-term view of the historic center, beginning with the new Public Safety Complex and a community center, library, schools, and retail shops. The results of the study and the initial design concepts are currently being honed for funding approval.	Tracy Self Building Committee Chair 781.844.3793 tracyself@comcast.net	2009 Study 2014 Study Police Station Fall 2017 est. Fire Station Fall 2017 est.	$15,000 $11,200	$41 $10 TBD TBD
(5) Dighton Police Station Dighton MA Jeffrey Wyszynski, AIA – P-I-C	The town of Dighton is looking to fast track their project to move the police department as quickly as possible into a new 7,100 sf facility ½ mile away from the current location. The $3.5 million dollar new facility is being designed to fit the traditional New England style community. The new floor plan makes efficient use of the space with a highly functional layout and circulation patterns. Separate prisoner, public and officer entrances maintain both maximum safety of the staff and a welcoming entrance for the public. The new facility will be energy efficient, flexible and adaptable to meet the facilities needs for today and the future.	Richard W. Pomroy, OPM Principal Pomroy Associates LLC 49 Bedford Street, PO Box 445 East Bridgewater MA 02333 508-456-4232 www.pomroy-pa.org	2017 est.	$3,500	$183

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The DSB Advertisement (List Up To But Not More Than 5 Projects). Pacheco Ross Architects

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs(Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was Responsible.
(1) Great Barrington Fire Department Great Barrington, MA Dennis A Ross, AIA, P-I-C David J. Pacheco, AIA, Lead Designer	Design-All phases, firematic consultant to Clark & Green, Inc. for new fire station with state-of-the-art, active training tower and classroom facilities including Chapter 149 review and bid specifications. Public museum and educational displays.	Great Barrington Fire Department 20 Castle St Great Barrington, Massachusetts 01230 ***Harry Jennings, Past Fire Chief*** (c) 413-717-1441	2010	$9.35 million	122,000
(2) Mill Creek Fire Company Inc. Marshallton, DE Dennis A Ross, AIA, P-I-C David J. Pacheco, AIA, Lead Designer	Existing facilities assessments, feasibility study (two buildings), site evaluation, membership campaign, SD through CA, bidder interview and selection, project management	Mill Creek Fire Company, Inc. 3808 Kirkwood Hwy Marshallton, DE 19808 ***Jon Stewart, President*** (c) 302-415-0744	2013	$5.2 million	429,000
(3) Fort Washington Fire Company No. 1 Upper Dublin, PA Dennis A Ross, AIA, P-I-C David J. Pacheco, AIA, Lead Designer	Feasibility study, site evaluation, schematic design and programming, design coordination with neighbors, DD through CA, coordination with volunteer fire company and township	Fort Washington Fire Company No.1 1245 Fort Washington Ave. Fort Washington, PA 19034 ***Jeff Fogel, Past President*** (w) 215-651-2861	2012	$6.3 million	483,000

(4)	City of Norwalk Fire Department Norwalk, CT Dennis A Ross, AIA, P-I-C David J. Pacheco, AIA, Lead Designer	Norwalk combines six distinct functions: Main Fire Station, Fire Administration, Fire Marshall, Federally Funded EOC, Mission-critical-City IT, and Integrated Training Center. Initial Feasibility Study, SD through CA Abatement/Demolition, New Construction Services, 2nd LEED Gold Fire Station in CT, Assistance on $1.0 million Federal EOC Grant, Over 60 Integrated Training Regimens	City of Norwalk Fire Headquarters 121 Connecticut Avenue Norwalk. CT 06854 ***Dennis McCarthy, Past Fire Chief*** ***Currently: Fire Chief – Fairfield County*** (c) 203-667-4388	2013	$13,500,000	900,000
(5)	Town of Wilbraham Fire Department Wilbraham, MA PRA (Firematic Architect) Tecton, Inc. (Architect of Record)	Addition/Renovation Firematic Design & Equipment Value Engineering Codes & Standards CA Review of Submittals. RFI's & On-Site Observation.	Town of Wilbraham Fire Department 240 Springfield St. Wilbraham, MA 01095 ***Edward Rigney, Fire Commissioner*** (w) 860-218-2428 x160	2013	$2,400,000	17,000

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name: CES Consulting Engineering Services, LLC

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was/Is Responsible
(1) *Wilbraham Police Department* Wilbraham MA PIC: Douglas S. Lajoie, PE, MCPPO	Initially, CES was selected to provide MEP/ FP engineering design services for the feasibility study to determine the best available options for relocating, expanding and updating the police station. Ultimately, it was decided that a new police station would be constructed for the Town, and CES is again providing MEP/ FP services for this stage of the project. The existing police station was originally constructed in 1904 and has had various uses including a school, town hall and police station. In time, the building has deteriorated significantly and the police department has outgrown both the space and functionality of the building. The new station will add 10,000 sq. ft. in overall size encompassing workspace, interview areas, decontamination facilities, security and prisoner areas as well as providing an efficient floor plan circulation and mechanical systems. Construction completion is estimated in 2017.	Mr. Matt Salad *Tecton Architects* Project Architect Hartford, CT 860-548-0802	2017	8,000	153
(2) *Northampton Police Department* Northampton MA PIC: Douglas S. Lajoie, PE, MCPPO	With a strong desire to maintain a downtown location, the new Northampton Police Department was built on the original site. In order to complete the design concept and to incorporate much needed parking facilities for the department in the bustling downtown area, a two phase process was developed. Phase One was construction of the new facility, just west of the present location. Phase Two consisted of demolishing the existing police facility and completion of the parking garage structure. The new 31,000 sq. ft. facility is a certified LEED Gold. CES provided the MEP building systems for this project, which are an integral part of the LEED design process. This facility includes daylight controlled lighting systems, a high efficiency boiler plant with air conditioning systems, and low consumption plumbing and water related equipment.	Curtis Edgin 521 East Street Chicopee MA 01020 413-594-2800	2013	11,600	400

(3) ***Monson Police Department & Town Hall*** Monson MA PIC: Douglas S. Lajoie, PE, MCPPO	The Town of Monson built a new 26,000 sq.ft police department and town hall to replace their facilities that were destroyed by tornado in 2011. The Town of Monson is a certified Green Community through the Department of Energy Resoures. With this in mind, the new building incorporates numerous renewable energy and energy conservation measures. The design includes a large community meeting space, records storage vault to meet MA requirements for permanent record storage, an E911 dispatch center, an Emergency Operations Center and two holding cells.	Brian Solywoda 325 Foxboro Blvd Suite 100 Foxboro MA 02035 508-549-9906	2015	10,000	151
(4) ***Webster Police Department*** Webster MA PIC: Douglas S. Lajoie, PE, MCPPO	In 2010, CES provided a study for the both the Webster police station. The town proceeded with plans to construct a new Police Headquarters and CES provided full MEP engineering design services for its' construction. The building's central plant consists of a gas fired boiler which provides heat for the entire facility. A new internet accessible Building Management System was installed to control mechanical and electrical systems. Electrical systems include an emergency generator and an addressable fire alarm control panel with voice evacuation and automatic dialer. Lighting fixtures include high performance recessed fixtures throughout with LED emergency signage.	Rick Lawrence 1075 Tolland Turnpike Manchester CT 06042 860-643-2161	2014	12,000	215
(5) ***Hayden Fire Station*** Windsor CT PIC: Douglas S. Lajoie, PE, MCPPO	The existing fire station facility underwent a renovation and addition. The new brick exterior blends in with the original building, constructed in the 1960's. Mechanical and electrical systems include energy efficient gas fired condensing boilers, gas fired condensing water heater, gas fired infra-red heaters in the apparatus bay, multiple zoned air conditioning systems, electronic direct digital controls (DDC) connected to the Town's building management system and energy efficient T8 lighting and lighting controls. Specialized support equipment including an air compressor, emergency generator, hose and commercial dryers, breathing apparatus charging equipment, vehicle exhaust system were incorporated. The entire structure utilizes daylighting and energy efficient systems.	Anwar Hossain 1075 Tolland Turnpike Manchester CT 06042 860-643-2161	2011	2,000	35

8b. List Current And Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name: Fuss & O'Neill EnviroScience, LLC

a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated) **Note Current Phase**	E. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1) Carver Fire Station and John Carver Elementary School Carver, MA Shawn M. Martin, PE, CNU-A	Peer review of engineering design for conformance with local by-laws, MADEP Stormwater Handbook, and good engineering practices. Collaborated with Fire Department and other departments to provide guidance on site design and environmental protection.	Carver Planning Board Bruce Makl, Chair 108 Main Street Carver, MA 02330 (508) 866-3450	2018 (school, est., bid documents) 2016 (fire station, in construction)	$50,000 (school) $9,000 (fire station)	$5,000 (school) pro bono (fire)
(2) Town Hall, Police Station, and Senior Center Complex Brownfield Redevelopment Planning and Remediation Walpole, MA John A. Chambers, PG, LSP	Site redevelopment planning, LSP Services, and permitting of demolition of six buildings at a Superfund Site to allow the responsible party to remediate the underlying soils. Prepared a redevelopment plan with sustainable practices to restore the Neponset River wetlands and improve the quality of runoff from the site and create important public assets.	Town of Walpole Robin Chapell Health Agent 135 School Street Walpole, MA 02081 (508) 660-7320	2015 (demolition)	$1,600 (demolition only)	$100
(3) YMCA Parking Lot Design Holyoke, MA Eric M. Bernardin, PE, LEED AP – Vice President	Developed parking lot site plans, including traffic analysis, civil design and landscape plan. Filed for site plan, stormwater permit and assisted with a zone change	Katy Viens, Executive Director Holyoke YMCA 171 Pine Street Holyoke, MA 01040	On-going	Unknown	$30
(4) ADAL Fire Crash Rescue Station Barnes Air Force Base Westfield, Massachusetts Eric M. Bernardin, PE, LEED AP – Vice President	Provided conceptual layout and 35% design of an addition to the existing fire station at Barnes Air Base in order to provide added fire training capability for the Army Nation Guard helicopter unit.	United States Property and Fiscal Office for Massachusetts Captain Brian Murphy, PE MAANG (413) 568-9159 x1347	2011	$5,500	$50
(5) City of Holyoke On-Call Engineering Services Holyoke, MA Eric M. Bernardin, PE, LEED AP – Vice President	Providing On-Call Engineering Services to the City of Holyoke, MA	Holyoke DPW 63 Canal Street Holyoke, MA 01040 Mr. William Fuqua General Superintendent (413) 322-5645 x5127	On-going	$100	$15

8b.	List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement and They Must Be In The Format Provided.					
Sub-Consultant Name:	**Odeh Engineers, Inc.**					
a.	Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands) Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)	Nantucket Police Station New Building Nantucket, MA M. David Odeh David J. Odeh	Design of new 35,000 sf police station.	Kaestle Boos Associates, Inc. Michael McKeon 325 Foxborough Boulevard Suite 100 Foxborough, MA 02035 (508) 549-9906	2011	$15,500.	$110.
(2)	Abington Police Facility New Building Abington, MA M. David Odeh David J. Odeh	Design of new, one-story police station.	Kaestle Boos Associates, Inc. Kevin Witzell 325 Foxborough Boulevard Suite 100 Foxborough, MA 02035 (508) 549-9906	2008	$5,000.	$32.
(3)	Watertown Police Department New Building Watertown, MA M. David Odeh David J. Odeh	Design of a new, 3-story, 37,500 gsf police station for the city of Watertown, MA; including sallyport, holding cells, new firing range, emergency operations center, and administrative offices.	Kaestle Boos Associates, Inc. Kevin Witzell 325 Foxborough Boulevard Suite 100 Foxborough, MA 02035 (508) 549-9906	2010	$14,000.	$100.
(4)	Harwich Police Station New Building Harwich, MA M. David Odeh David J. Odeh	New 19,000 sf police station located adjacent to an existing 23,000 sf fire station; the two buildings are connected with a small link structure.	Kaestle Boos Associates, Inc. Todd Costa 325 Foxborough Boulevard Suite 100 Foxborough, MA 02035 (508) 549-9906	2009	$11,000.	$85.
(5)	East Providence Fire Station New Building East Providence, RI M. David Odeh David J. Odeh	New fire station facility.	City of East Providence 145 Taunton Avenue East Providence, RI 02914 (401) 435-7500	2001	$2,000.	$15.

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name: Rider Levett Bucknall

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1) Bellingham Police Station Bellingham, MA Principal-In-Charge: Grant Owen	Construction cost estimating for the new 13,414 SF police department, including - prisoner cells, one car garage, and full faculty area, including all telecoms and police security surveillance.	Kaestle Boos Associates 325 Foxboro Boulevard, Suite 100 Foxborough, MA 02035 Todd Costa, (508) 549-9907	2015 (E)	$6,370 (E)	N/A
(2) 450 Columbus Blvd Hartford, CT Principal-In-Charge: Grant Owen	Construction cost estimating for the renovation to 450 Columbus Blvd.	Tecton Architects One Hartford Square West Hartford, CT 06106 Kevin Kerchaert, Principal (860) 548 0802	2015 (E)	$4,830 (E)	N/A
(3) Massachusetts State Police Training Facility – Boiler Plant Upgrade New Braintree, MA Principal-In-Charge: Grant Owen	Construction cost estimating for the Massachusetts State Police training facility boiler plant upgrades.	VAV International 400 W. Cummings Park, Suite 4700 Woburn, MA 01801 Jared Humphreys, Sr. Design Engineer (781) 935-7228	2015 (E)	$513 (E)	N/A
(4) Monson Town Offices and Police Facility Monson, MA Principal-In-Charge: Grant Owen	Construction cost estimating for the demolition of existing building and construction of a new combined Town Hall / Offices and Police Facility, including all associated site development.	Kaestle Boos Associates 325 Foxboro Boulevard, Suite 100 Foxborough, MA 02035 Paul Dominov, Project Architect (508) 549-9907	2014 (E)	$7,970 (E)	N/A
(5) Witman Town Hall and Police Facility Whitman, MA Principal-In-Charge: Grant Owen	Construction cost estimating for the new Oak Bluffs Fire Station.	HKT Architects 35 Medford St, Suite 105 Somerville, MA 02143 Bill Hammer, Principal (617) 776-6545	2009 (A)	$1,960 (E)	N/A

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:	# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):

Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, or Estimated If Not Completed)	Completion Date (Actual or Estimated) (R)Renovation or (N)New
P	ST	1. Town of Avon MA Public Safety Feasibility Study Principal in Charge – Dave Foster, AIA, Senior Principal	Town of Avon Mr. Warren Phillips, Chief of Police 508.584.4005	$15,000 $11,200	2009 – Study 2014 - Study
P	ST	2. Town of Greenfield MA Public Safety Facility Study Principal in Charge – Jeff Wyszynski, Principal	Town of Greenfield Robert Strahan, Fire Chief 413.774.4323 x1105	$10,000	2013 - Study
P	Complete	3. Town of Barnstable MA Cell Block Renovations Principal in Charge – Dave Foster, AIA, Senior Principal	Town of Barnstable John Juros, OPM 508.790.6324	$500	2011 - R
P	ST	4. Town of Upton MA Town Library & Senior Center Principal in Charge – Jeff Wyszynski, Principal	Town of Upton Blythe Robinson, Town Manager 508.529.6901	$7,000	2015 - Study
P	ST	5. Town of Templeton MA New Town Hall Principal in Charge – Dale Bertoldi, Principal	Town of Templeton Jerry Sketon 978.939.8028	$1,400	2011 -Study
P	Complete	6. Town of Wilbraham MA Main Fire Station Principal in Charge – Ted Cutler, Principal	Town of Wilbraham Lance Trevallion, Bldg. Commissioner, 413.596.2800	$1,800	2013 - R
P	SD	7. Town of Dighton MA Police & Communications Center Principal in Charge – Jeff Wyszynski, Principal	Town of Dighton Richard Pomroy, OPM 508.456.4232	$2,500	Est. 2017 - N
P	CD	8. Town of Wilbraham MA Police Station Principal in Charge – Jeff Wyszynski, Principal	Town of Wilbraham Lance Trevallion, Bldg. Commissioner, 413.596.2800	$8,000	Est. 2017 - N
P	ST	9. Town of Sutton MA Police Station & Highway Department Principal in Charge – Jeff Wyszynski, Principal	Town of Sutton James Smith, Town Administrator 508.865.8727	$16,300	Est. 2017
P	ST	10. Town of Westport MA Police Station Principal in Charge – Jeff Wyszynski, Principal	Town of Westport Timothy King, Town Administrator 508-636-1003	$7,000	Est. 2018
P	ST	11. Town of Lexington, MA Police Station Principal in Charge – Jeff Wyszynski, Principal	Town of Lexington Patrick Goddard, Director of Public Facilities 781.274.8900	TBD	Study - 2017
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO APPLICATION EVALUATION - PROJECT EXPERIENCE REQUESTED IN ADVERTISEMENT.**

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
XL Specialty Insurance	$5 million	DPR9708400	5/13/2017

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of $50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

NO

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers: N/A

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a. David G. Foster	Founding Principal	5389		d. Jeff Wyszynski	Chief Op. Officer	10861	
b. Peter Hentschel	Founding Principal	30399		e. Jeffery McElravy	Dir. Public Safety Design		
c. Ted Cutler	Chief Executive Officer	31422		f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA Reg #	Status/Discipline	Name And Title	% Ownership	MA Reg #	Status/Discipline
a. Ted Cutler	38.6%	31422		d. Jeffery McElravy	9.8%		
b. Jeff Wyszynski	33.5%	10861		e.			
c. Robert Amatuli	18.0%	31435		f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by (Signature) _____ Printed Name and Title Jeffrey Wyszynski, Principal Date January 12, 2017

DSB S-CA	Commonwealth of Massachusetts **Designer Selection Board SUB-CONSULTANT ACKNOWLEDGMENT**

Project: Architectural Design Services for:
Construction of a New West Natick Fire Station

Applicant Designer: Tecton Architects

Sub-consultant: Pacheco Ross Architects, P.C.

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

Signature of Sub-Consultant Duly Authorized Representative

Dennis A. Ross, AIA - President
Print Name and Title

January 12, 2017
Date

It is a requirement that all applicants supply this document signed, attached to the Original application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. Electronic signatures are accepted.

DSB S-CA	Commonwealth of Massachusetts **Designer Selection Board SUB-CONSULTANT ACKNOWLEDGMENT**

Project: Architectural Design Services for:
Construction of a New West Natick Fire Station

Applicant Designer: Tecton Architects

Sub-consultant: Consulting Engineering Services, LLC

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

Signature of Sub-Consultant Duly Authorized Representative

Douglas S. Lajoie, PE, MCPPO, Vice President
Print Name and Title

January 12, 2017
Date

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DSB S-CA	Commonwealth of Massachusetts **Designer Selection Board SUB-CONSULTANT ACKNOWLEDGMENT**

Project: Architectural Design Services for:
Construction of a New West Natick Fire Station

Applicant Designer: Tecton Architects

Sub-consultant: Fuss and O'Neill, Inc. / Fuss & O'Neill EnviroScience, LLC

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

Signature of Sub-Consultant Duly Authorized Representative

Eric Bernardin, PE, LEED AP
Print Name and Title

January 12, 2017
Date

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DSB S-CA	Commonwealth of Massachusetts **Designer Selection Board SUB-CONSULTANT ACKNOWLEDGMENT**

Project: Architectural Design Services for: Construction of a New West Natick Fire Station

Applicant Designer: Tecton Architects

Sub-consultant: Odeh Engineers, Inc.

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

Signature of Sub-Consultant Duly Authorized Representative

David J. Odeh, Principal
Print Name and Title

January 12, 2017
Date

It is a requirement that all applicants supply this document signed, attached to the application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. One copy must have an original signature. Electronic signatures are accepted.

DSB S-CA	Commonwealth of Massachusetts **Designer Selection Board SUB-CONSULTANT ACKNOWLEDGMENT**

Project: **Architectural Design Services for:**
Construction of a New West Natick Fire Station

Applicant Designer: **Tecton Architects**

Sub-consultant: **Rider Levett Bucknall**

SUB-CONSULTANT ACKNOWLEDGMENT

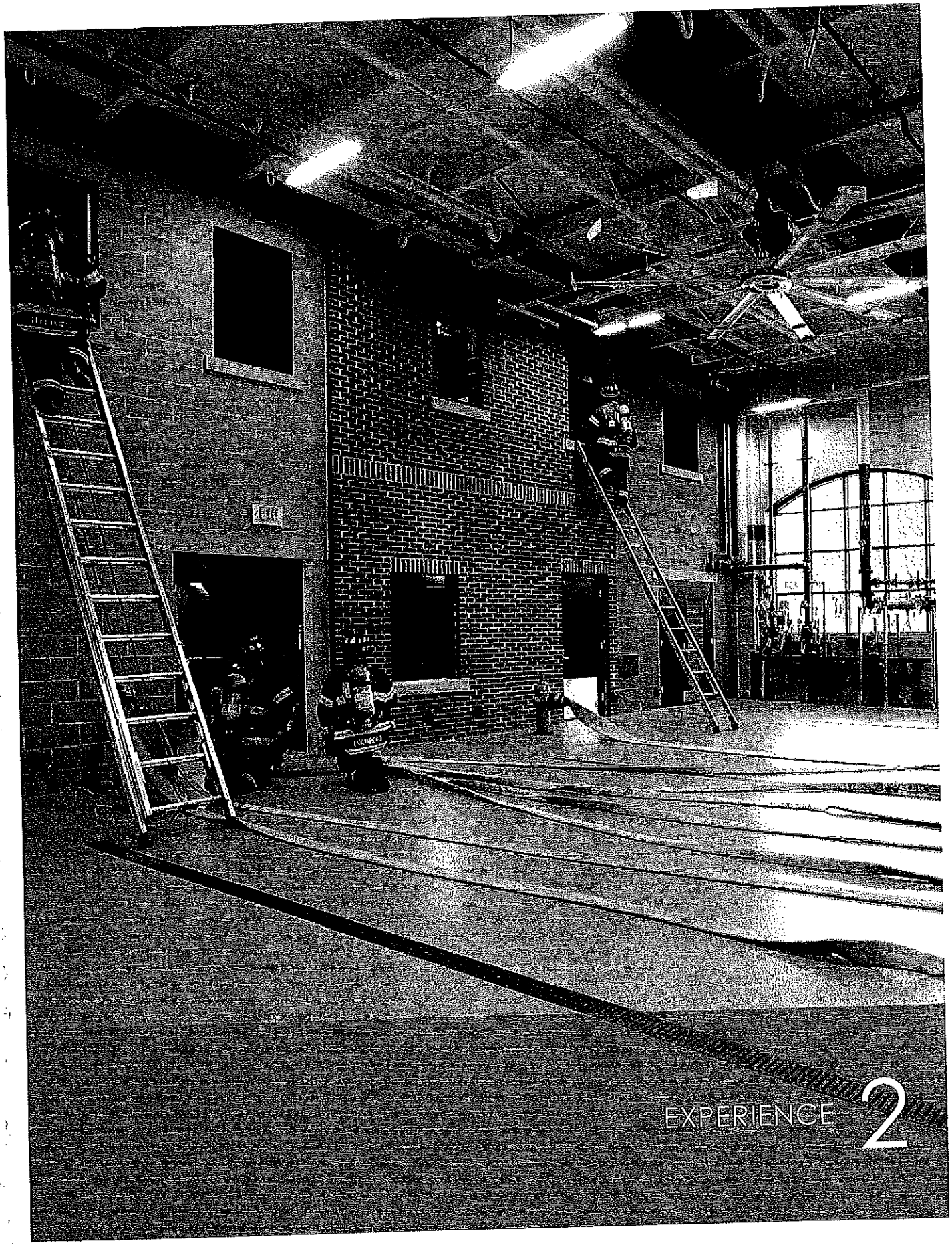
The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

Signature of Sub-Consultant Duly Authorized Representative

Grant Owen, FRICS, CCP Senior Vice President
Print Name and Title

January 12, 2017
Date

It is a requirement that all applicants supply this document signed, attached to the application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. One copy must have an original signature. Electronic signatures are accepted.


EXPERIENCE 2

TECTON AND PRA FIRM PROFILES

A collaborative team focused on clients' success.

Tecton Architects is a multi-specialist architectural, interior design, and master planning firm that has served notable clients for more than 35 years. Our people, process and passion inspire us to deliver the right solutions for our clients through a balance of thoughtful design and an integrated team approach.

Our staff supports projects through offices in Connecticut and Rhode Island, and is licensed to practice in 15 states throughout the Northeast. We are privileged to be a part of the project journey, and always look forward to delivering a solution that is **better by design.**

LOCATIONS

CONNECTICUT

1 Hartford Square West
Hartford, CT 06106
860.548.0802

RHODE ISLAND

17 Railroad Avenue
Westerly, RI 02891
401.596.7555

www.tectonarchitects.com

SERVICES

- Full Architectural Services
- Interior Design
- Master Planning
- High-Performance Buildings
- Sustainable Design
- BIM Documentation
- Construction Administration

MARKETS

- Academic
- Healthcare
- Advanced Technology
- Corporate
- Mixed Use
- Civic and Public Safety

Founded in 1979, Tecton Architects, PC is a professional corporation employing 55+ employees.

LEADERSHIP

PRINCIPALS

Ted Cutler, AIA, LEED AP
Jeffrey Wyszynski, AIA
Robert Amatuli, AIA
Jeffery McElravy, AIA

ASSOCIATE PRINCIPALS

Craig Saunders, AIA, LEED AP
Marco Tommasini, RA, LEED AP
Kevin Kerchaert, AIA, LEED AP
Paul Tirrell
Nina Lapinski, NCIDQ, LEED AP

ASSOCIATES

Ernest Nepomuceno, LEED AP
Diane Pritt, NCIDQ
Jim Becker, AIA, LEED AP
Justin Hopkins, RA

Tecton ARCHITECTS

TECTON AND PRA FIRM PROFILES

A History of Superior Service.

How does an architecture firm dedicated exclusively to emergency response facilities throughout North America endure and thrive for two decades?

Quite simply by placing service first, consistently delivering on our commitments to clients, and focusing on operationally correct designs that respond to actual needs and fit aesthetically into each individual locale.

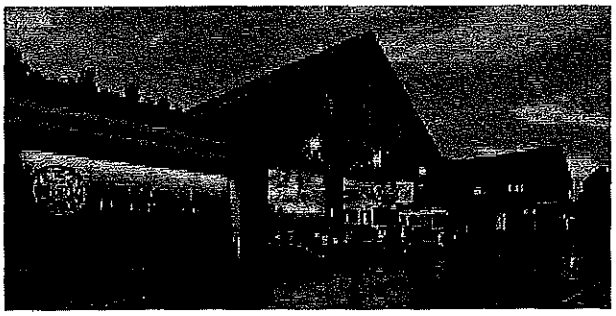
Architect of Record: Dennis A. Ross 1994

Pacheco Ross Architects, P.C. (PRA) is an award winning, nationally recognized, design and project management architectural firm. Our 100% dedication to Fire, Police, EMS, EOC, PSAP and Public Safety projects is a conscious choice and unique in North America. It is built upon a deeply held belief that quality response deserves quality design.

With over 200 Emergency Response Facilities built, evaluated and/or designed, PRA has demonstrated that it excels in state-of-the-art buildings, feasibility studies, renovations, additions, adaptive reuse, master planning, land acquisition, bond referendums, public awareness, budgeting, scheduling, LEED, sustainable design and successfully completed projects. The firm has received over 20 top national and regional awards for emergency response facility design, construction and quality.

Our firm pioneered the concept of architects focused entirely on emergency response. The company was founded in 1992 for the design of two new fire station projects. Dennis A. Ross was the contracted Architect of Record. Additional stations followed and in 1996 the Professional Corporation: Mitchell-Ross Associates Architects, P.C. was formed to focus on emergency response facility architecture. 1996 was a crucial year as it also saw the addition of partner David J. Pacheco to the firm. In 2005, the firm was renamed Pacheco Ross Architects, P.C.

PRA projects are always partner led. You will see a partner at the interview and throughout the entire project process. Both Dennis and David are graduates of the prestigious Rensselaer Polytechnic Institute School of Architecture. They continually educate themselves and others through collaborative speaking engagements, published articles, the authoring of books for the IAFC and instruction directly to responders and department leaders at national seminars. They harness this cutting edge knowledge to benefit your specific project.



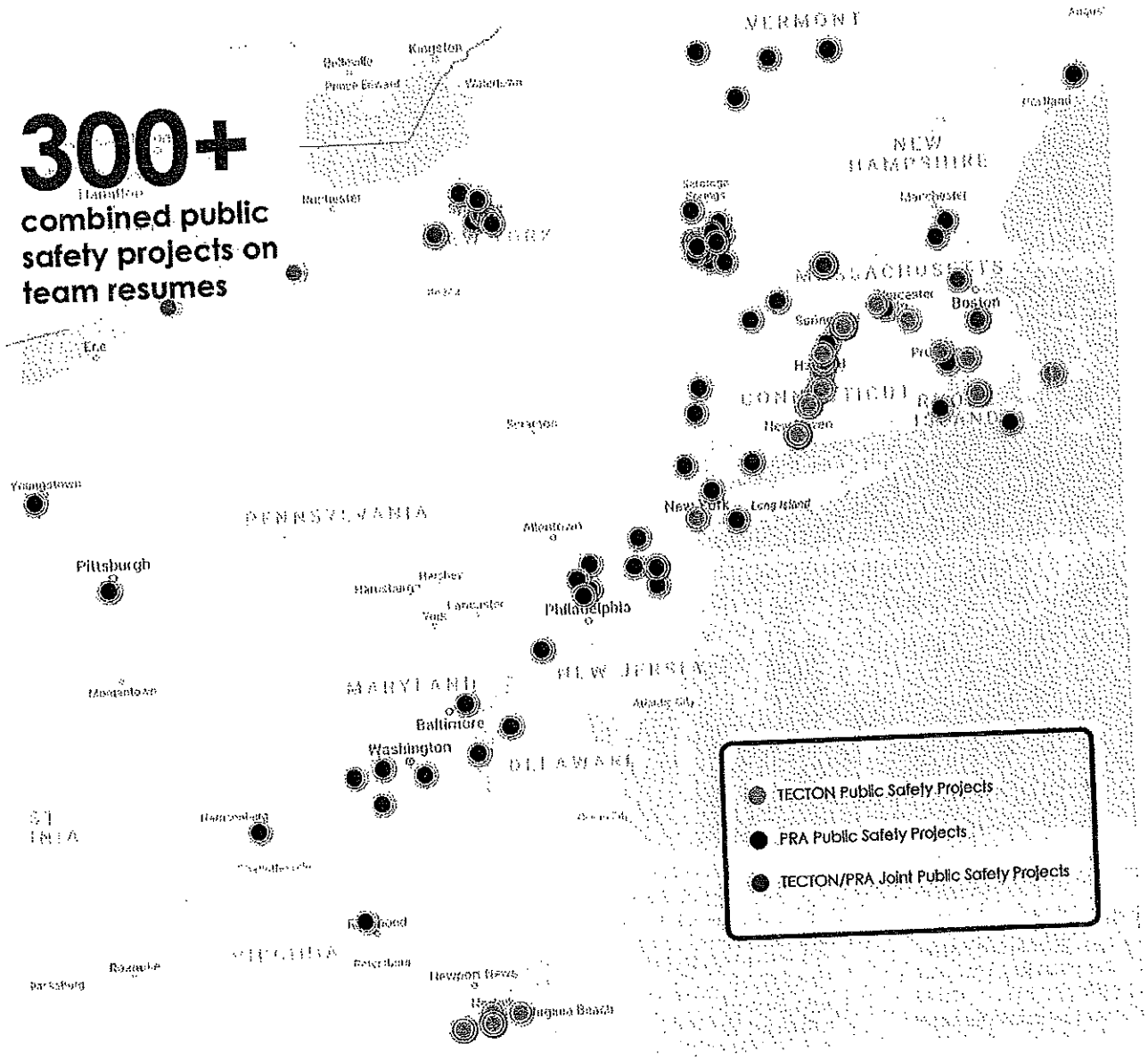
The heart of PRA's mission is to provide superior service to our clients on every project large or small.

- Client-centric architecture
- Recognized firematic leadership and achievement
- Involved in over 200 emergency response facilities
- 29 built projects since 2005
- Depth of experience
- Firm and personnel stability
- Proven track record of success
- Dedicated exclusively to emergency response
- Extensive teaming experience structured to benefit the individual needs of each and every project
- We are passionate about what we do!

© PACHECO ROSS ARCHITECTS, P.C. 72 Voorheesville Avenue, P.O. Box 558, Voorheesville, NY 12186
PHONE: 518.765.5105 FAX: 518.765.5107 EMAIL: mail@pra-pc.com WEB: www.pra-pc.com

Tecton ARCHITECTS

EXPERIENCE



▶ A COLLABORATIVE APPROACH

Tecton and PRA understand the balance of expertise and teamwork. As individual firms, we each have the resources and experience to succeed independently. As a team, we're able to leverage our individual strengths and long history of successful collaborative work, in order to provide a cohesive design and timely project completion.

Tecton and PRA have teamed on the following projects:

- *Lexington, MA Police and Fire Departments*
- *Avon, MA Public Safety*
- *Auburn, NY Public Safety*
- *Greenfield, MA Public Safety*
- *Wilbraham, MA Police and Fire Stations*

Tecton ARCHITECTS

BUDGET /SCHEDULING

Budgeting for Public Safety Facilities

Our approach to working within the established budget will include:

- Refinement of conceptual estimates into a viable opinion of probable construction costs.
- Review of marketplace factors, including probable start date, labor rates, geographic location, public bidding laws, commercial contractors, bonding, insurance and other project information.
- Assistance with the development of a soft cost budget for the Town, including professional fees, fixtures, furnishings and equipment (FF&E), specialty equipment, security, communications, etc.
- Design and budgeting for key infrastructure to accommodate dispatch equipment, fume exhaust, extractor, bunker gear lockers, etc. as needed.
- Inclusion of sustainability and energy efficiency costs in both hard and soft cost budgets.
- A final budget that includes the total of hard and soft costs.

Cost Monitoring

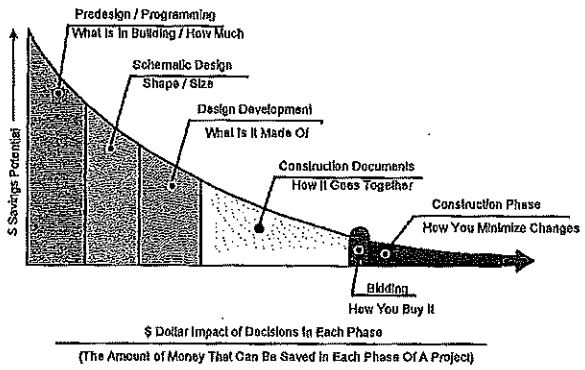
We truly believe cost control is an integrated and continual responsibility. To avoid as much late-phase "value engineering" of the project as possible, our team takes a proactive approach from the early development of the project. The ability to make cost-saving decisions is greatest at project inception and diminishes quickly over time.

Diligent building condition and code analysis sets the stage for most informed decisions at key project thresholds, while an integrated BIM process makes it happen in a highly coordinated virtual project model.

With three basic steps, we are able to continually monitor cost performance:

- **Discovery** – instantly document and share new findings in code, cost condition, etc.
- **Assessment** – openly discuss impact and opportunities, challenge the current design decisions.
- **Adjustment** – as a team, come to the most agreeable and cost effective resolution.

FIRE STATION BUDGET ANALYSIS



▶ *New fire station design including programming, conceptual design, schematic design, cost estimates, construction documentation, bidding and full construction administration services total 9% of construction cost. This total includes structural engineering, MEP engineering, basic interiors and site design.**

*We have a strong record of successful budget management, with construction budgets completed after schematic design matching final construction costs within 1% - 3%.** This includes the following recently completed projects:*

- *Bethel Park, PA - $7.5 million*
- *Mill Creek, DE - $5.3 million*
- *Fort Washington, PA - $6.3 million*

** On our last three completed project, civil engineering was managed by the Owner.*
*** Excludes soft costs, special services such as public support campaigns, facility assessments, feasibility studies, and land search.*

BUDGET /SCHEDULING

Approach to Scheduling

We are committed to your timetable and schedules. We are dedicated to working within your project parameters and ensure that you will receive excellent service and the design expertise you expect within the guidelines that you provide. With a staff of over 55 professionals, we have repeatedly demonstrated the ability to work together to complete your project both on time and within budget.

Design Schedule Control

We use a variety of tools and techniques to control the established schedule, including:

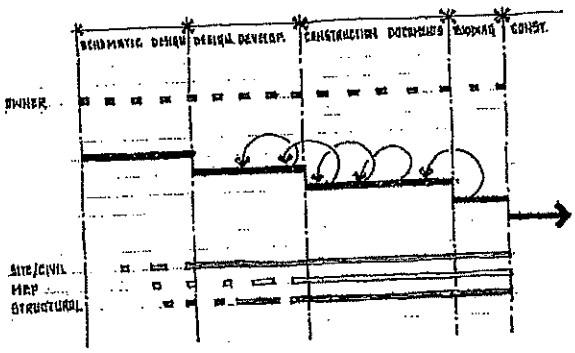
- Updating the detailed schedule within the fixed overall schedule at the commencement of each phase to reflect any change in building design/ construction needs. This is particularly important when scheduling state and local agencies approval processes.
- Scheduling weekly or biweekly project team meetings as required, based upon the stage of the project, to review progress and performance, to reallocate resources as necessary, and to communicate your objectives.
- Scheduling biweekly updates of the project's staffing needs.
- Scheduled quality control reviews in each phase to assure that documentation is complete and that delays will not occur due to change orders during construction.

History of Success

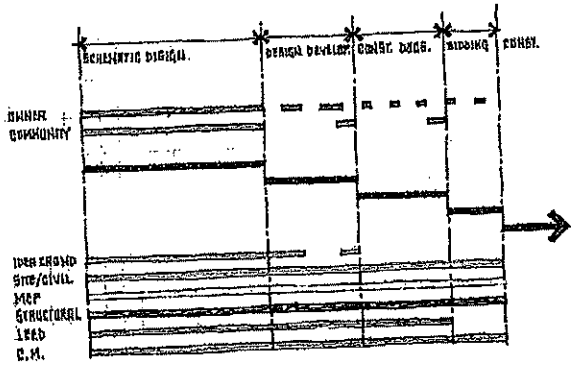
We take pride in our record of completing projects on time and under budget. The list below reflects recent projects with a compressed timeline:

PROJECT EXAMPLES	PROJECTED SCHEDULE	ACTUAL COMPLETION
Wilbraham Fire Station, Wilbraham, MA	11 months	9 months, Jan. 2013
CREC Aerospace Academy, Hartford, CT	3 months	3 months, Aug. 2013
Barnstable Police Station, Barnstable, MA	4 months	6 months, Jan. 2011
3rd Patrol Police Facility, Norfolk, VA	12 months	12 months, June 2011
Connecticut On-Line Computer Center (COCC), Southington, CT	10 months	10 months, Feb. 2014
Sport and Medical Sciences Academy, Hartford, CT	32 months	26 months, Sept. 2008

Traditional Approach



Front-Loaded Approach



We take a front-loaded approach to scheduling, to ensure that the design team, Owner, community and consultants are on the same page early in the process, and to help avoid late-stage changes.

ENERGY EFFICIENCY

LEED certification is great...

Improved building performance is *better.*

Sustainable design is at the core of our business and all of our designs.

Green initiatives are identified for every project and then our design team develops those ideas using the latest technologies, resources, and products on the market. Tecton hosts weekly, in house presentations by equipment and product manufacturers as part of our work place culture to keep staff abreast of the newest, best and most innovative materials, equipment, and construction techniques. We have our finger on today's green solutions. During and after the construction phase, we keep a close eye on how the building is "living" and measure it against the goals and guidelines we established at the start. We want your building to achieve a LEED rating but even more importantly, we want it to perform at that level.

Tecton is committed to supporting our clients in their decision to pursue and achieve the highest attainable environmentally conscious design solutions. Our firm has several LEED-accredited professionals:

Ted Cutler, AIA, LEED AP

Craig Saunders, AIA, LEED AP

Harvey Leibin, AIA, LEED AP

Nina Lapinski, LEED AP BD+C

Jim Becker, AIA, LEED AP

Kevin Kerchaert, AIA, LEED AP

Marco Tommasini, RA, LEED AP

Ernest Nepomuceno, LEED AP

Tim Mailloux, LEED AP

Kathryn Mease, LEED AP BD+C

Chris Banker, LEED AP

Antonia Ciaverella, LEED AP BD+C

Nesrin Rashad, Assoc. AIA, LEED AP

SUSTAINABLE DESIGN PROJECTS INCLUDE:

- **3rd Patrol Police Facility**
  Norfolk, Virginia
  38,000 SF New Facility
  LEED NC Gold Certified
- **Aetna Technology Tower**
  Hartford, Connecticut
  380,000 SF total renovation
  LEED CI Silver Certified
- **Southern CT State University**
  New Haven, Connecticut
  23,000 SF total renovation
  LEED NC Gold Certified
- **Stop & Shop**
  Hyde Park, New York
  60,000 SF total renovation
  LEED NC Silver (pending)
- **Tunxis Community College**
  Farmington, Connecticut
  50,000 SF renovation & addition
  LEED NC Silver Certified
- **UCONN Torrey Laboratory**
  Storrs, Connecticut
  8,600 SF total renovation
  LEED NC Silver Certified
- **Naugatuck Saving Bank Corporate Headquarters**
  Naugatuck, Connecticut
  27,000 SF new office building
  designed to LEED NC standards
  (owner did not opt for certification)
- **Loomis Chaffee - Clark Center for Science & Mathematics**
  Windsor, Connecticut
  43,000 SF total renovation
  designed to LEED EB standards
  (owner did not opt for certification)

Tecton ARCHITECTS

ENERGY EFFICIENCY

Connecticut College North Residence Hall Complex and Student Center

A $40 million renovation and addition project for six dorms and a new kitchen, dining hall, and student center completed in 1998 and which included photo voltaic panels. Based upon a more recent study completed by Connecticut College students, the project would have achieved a LEED Silver certification level, but was completed prior to the LEED point system.

Anderson Recreation Center

A $15 million project for the City of Hartford which included investigation of a micro-turbine; provision of full generator capacity with a UPS system; an ice storage system to create chilled water during off-peak hours; and upgraded central mechanical systems with air handlers that comply with the latest City of Hartford Guidelines for mechanical systems. The designed system will allow participation in the ISO New England program to reduce peak loads and provide operational cost savings to the City.

Two Rivers Middle Magnet School

A $23 million project completed in 2002 which incorporated energy efficient, sophisticated lighting systems including higher floor-to-floor heights for increased day lighting, sunscreens on the south side, occupancy sensors, day lighting dimmers, etc.

Glenmont Job Corps Center

A $23 million project for the U.S. Department of Labor (DOL) in the Albany New York area. The project is required to meet DOL standards for High Performance Green Buildings which include meeting a standard of 30 percent below ASHRAE 90.1 – 2004 for new buildings and 20 percent below ASHRAE 90.1 – 2004 for renovations. The buildings (3 new dorms and a renovation/addition to the Rec Center) must also use 20 percent less indoor potable water than the Energy Policy Act of 1992, reduce outdoor potable water consumption by 50 percent over that consumed by conventional means, use 10 percent recycled materials, and use low VOC emission materials.

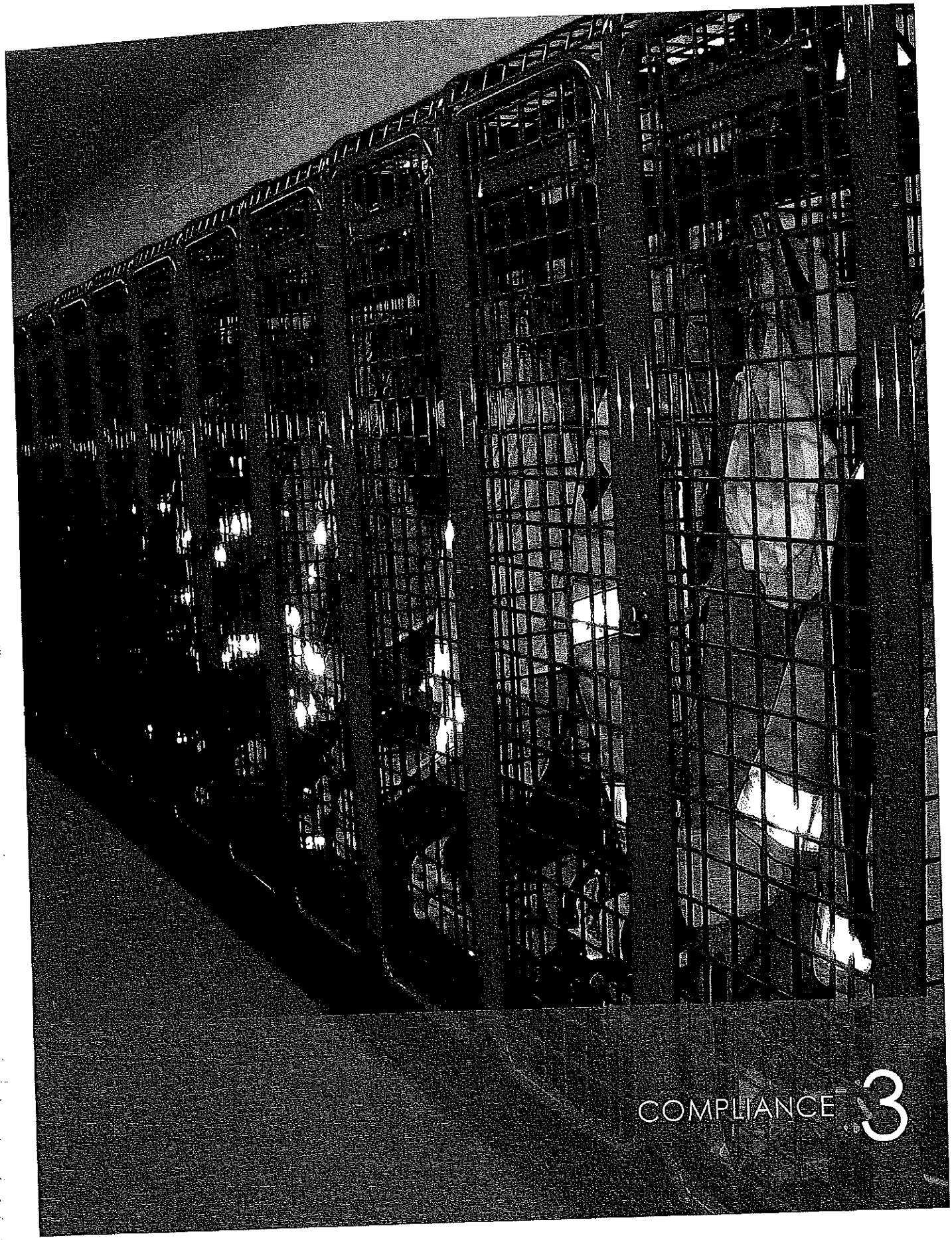
North Brookfield Police Station

Incorporated in the facility are many energy efficient items including:

- Automated Lighting System
- Occupancy sensors in offices
- LED site fixtures & exit signs
- Daylight harvesting controls in perimeter spaces
- Dual level lighting controls
- High efficiency chiller
- Hybrid HVAC system
- Automatic temperature control and building energy management system

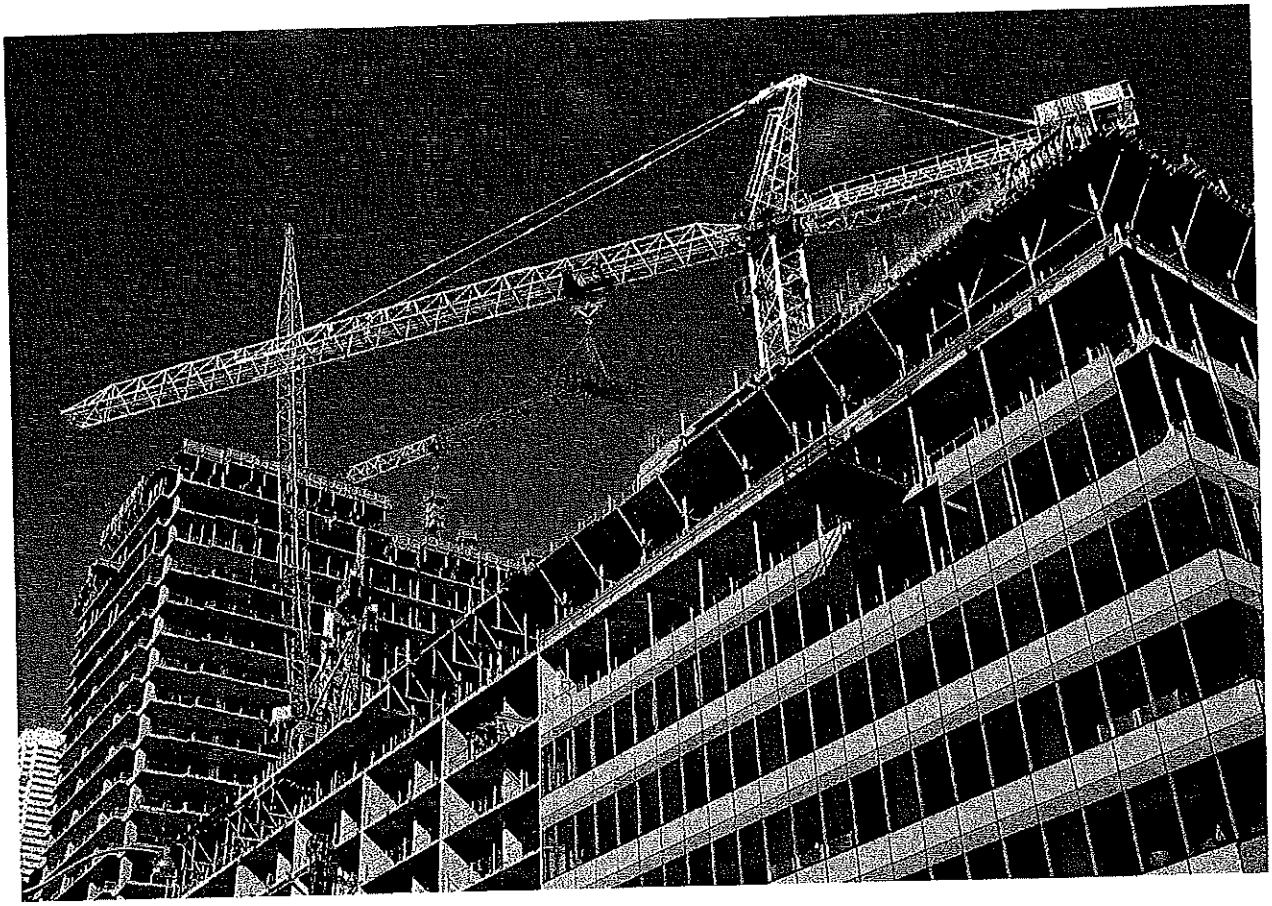
Northeast Utilities Hartford Regional Service Center

Northeast Utilities' Hartford facility was to be the flagship project, demonstrating the company's commitment to responsible design. This $13 million project sought to bring an ailing, 42,000 SF energy hog into today's high-performing standards. New glazing and super-insulated walls and roof, combined with chilled beam convection and sophisticated environmental controls, ensured over 60% savings on utility costs.



COMPLIANCE 3

LITIGATION INFORMATION



A commitment to honesty, transparency and design excellence.

Tecton is dedicated to delivering an experience and a design product that exceed client expectations. We are proud to say that throughout our 37-year history, Tecton:

- Has ***never*** had a contract defaulted for cause.
- Has ***never*** failed to complete work awarded.
- Has ***never*** filed for protection under Federal bankruptcy laws.

During that time, Tecton had a single claim that reached a settlement of any significance:

- Nuisance claim regarding a feasibility report provided via third party to a consulting engineering firm. The allegations of the law suit were not related to Architectural Services but for cost estimating services that our firm did not provide. As these estimates were used as a basis of the costing, Tecton was involved in the litigation. ***This claim was resolved in 2014 with no impact to our firm.***

FINANCIAL INFORMATION

FIRM STABILITY

History

Tecton Architects, pc was established in 1979 by David Foster and Peter Hentschel. The two founding Principals established a strong foundation for the firm deeply rooted in repeat client work, a broad portfolio, and a creative and skilled employee base. In 2006, the founding Principals transitioned the firm to a second generation of six principals. In 2011, the founding Principals retired and new executive leadership was elected - Ted Cutler, CEO and Jeffrey Wyszynski, COO. Today, under their strong leadership, there are four Principals of the firm, five Associate Principals, and four Associates of the firm. This solid, well-respected, team has built a diverse client base and a consistent workflow, ultimately making Tecton Architects a financially stable firm of 50+ employees.

Since the thirty-seven years since Tecton Architects' inception, the firm has steadily grown its client base, revenues, and number of employees.

A summary of revenues over the last six years is included below:

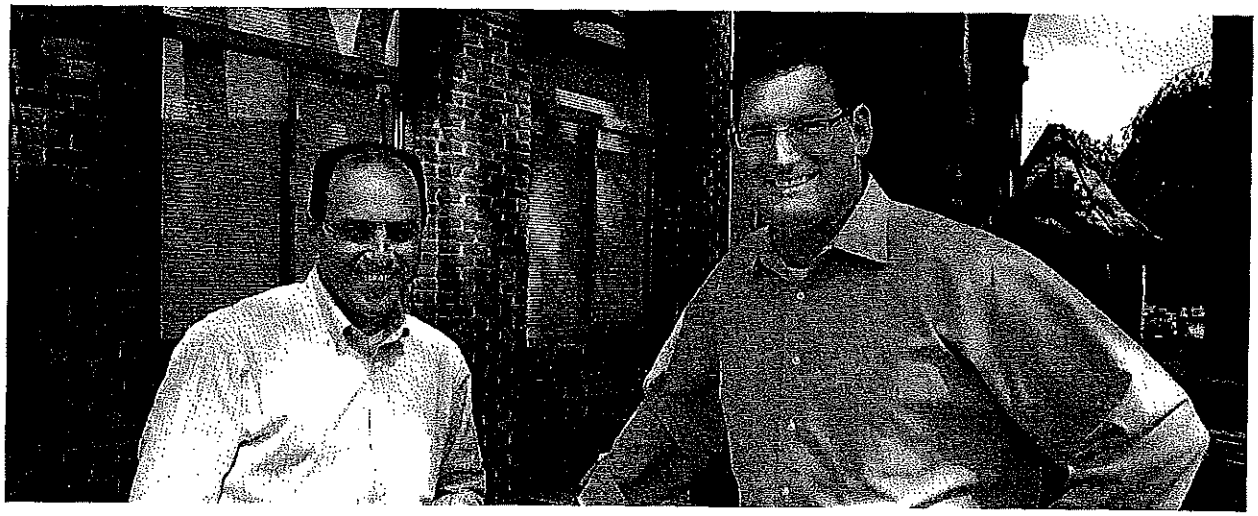
Year	Total Revenues
2015	$13,403,393
2014	$13,686,770
2013	$12,521,514
2012	$8,152,766
2011	$8,024,298
2010	$7,307,267

Note:

- Annual Financial Statements have been prepared by Harper Whitfield, OC Certified Public Accountants located in Farmington, CT
- Substantially all of the Company's services are performed for clients in the northeastern United States. Architectural services constituted approximately 64% of the Company's revenues both in 2015 and 2014.
- Tecton Architects adheres to all the rules and regulations regarding the financial statements and they include balance sheet, statement of income and retained earnings, statement of cash flows and notes to accounts.
- The financial statements are prepared and presented in accordance with the generally accepted accounting principles.
- The shareholder's equity or net worth account of our company has a positive balance which is greater than the goodwill of the company.
- Line of Credit* - At December 31, 2015, the Parent (Tecton Architects PC) had a $300,000 line of credit with Farmington Bank at 0.5% above the Wall Street Journal Prime Rate with a floor of 3.75% per annum. There was no outstanding balance on the line of credit at December 31, 2015 or 2014.

*Information obtained from 2015 Financial Statement provide by Harper & Whitfield, PC

We believe the above information provides you with the information and enough evidence necessary to ensure the financial stability of our company.



MASSACHUSETTS BUILDING CODES

We are currently working with, and have previously completed municipal projects in, several Massachusetts towns including Wilbraham, North Brookfield, Dighton, and Barnstable.

Tecton is also experienced and very comfortable with site selection for public safety facilities having recently completed the study for the Avon, Massachusetts Public Safety Facility, which involved evaluating over 50 town owned sites in selecting the appropriate location for the proposed new facilities. This familiarity with bidding under the procurement laws is essential for developing accurate estimates and timelines.

Team Experience

- Jeff McElravy is well versed in the state of Massachusetts state building codes and regulations as they pertain to municipal facilities. He is experienced with all laws, regulations and building codes associated including the applicable provisions of Massachusetts General Laws Chapters 7, 30, and 149. Jeff has successfully shepherded several projects for Tecton Architects through the Massachusetts bidding process. His past resume includes over 30 municipal projects in the Commonwealth.
- Jeff Wyszynski is certified through the School Project Designers and Owner's Project Managers offered through the Massachusetts Certified Public Purchasing Officials (MCPPO) which provides training in public bidding and construction laws. Jeff has managed over 30 successful projects in Massachusetts and is familiar with all laws in regard to municipal building projects.

ADA

Tecton Architects routinely conducts code review and compliance studies for several clients. As an example of our familiarity with ADA codes, Tecton addressed ADA issues at over 80 buildings in the State of CT Park System. Many of those structures were historic and required sensitive additions of ramps, elevators and ADA facilities.

For example, the Norwich Free Academy addition is a spectacular example of an ADA compliance project. This project was originally conceived to provide ADA accessibility to Norwich Free Academy's signature museum, housed in the original 1885 Slater Hall building. Not only does the atrium create an accessible connector between the four main buildings, it contains an elevator, gently sloping ADA accessible ramps, and additional classrooms, toilets, and museum storage space. The modern architecture provides both a striking new entrance and connection between the original historic structures.

SDO

Tecton Architects understands and respects the guidelines and regulations of the State Supplier Diversity Office. Tecton acknowledges its obligation to assure that all of our operations are performed within SDO guidelines.

Building Codes

Our firm has thorough knowledge of local and national building codes, fire safety and life safety electrical codes. We are adept in applying the relevant codes, regulatory requirements and operation guidelines for all the components of an emergency response facility and realizing their impact on the budget.

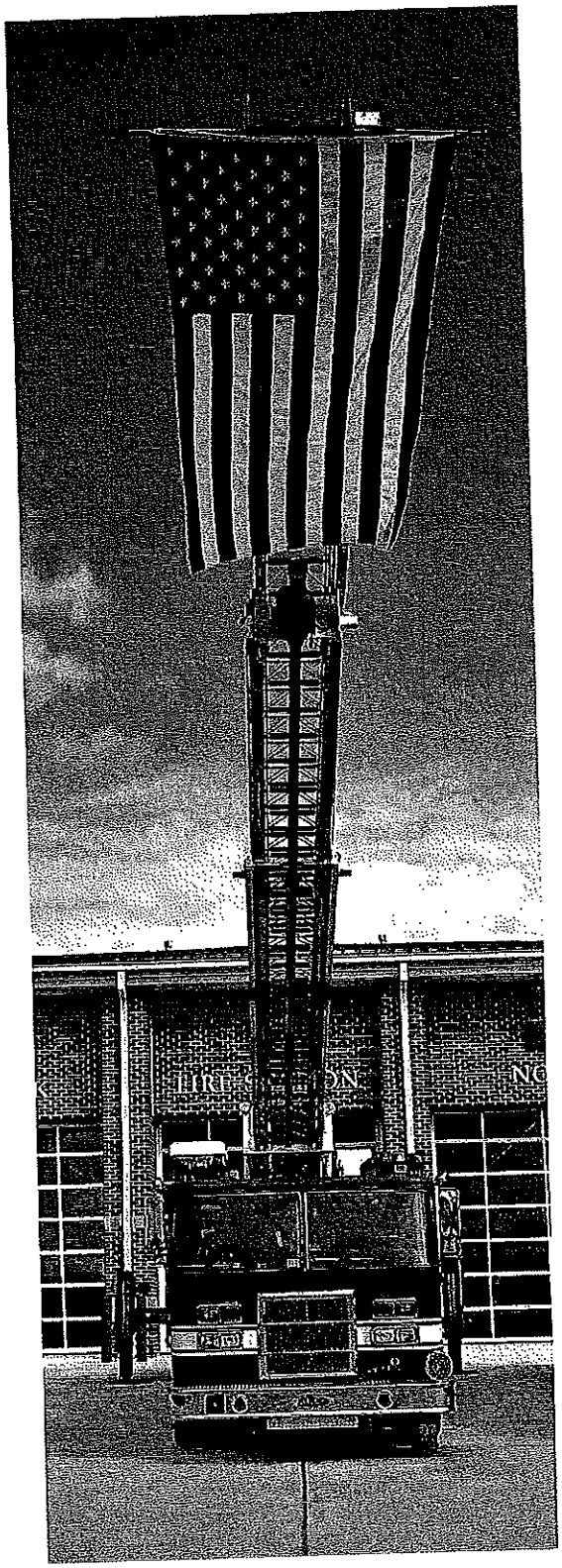
- Relevant codes and regulations like the Connecticut Building Code, International Building Code 2009 (IBC), National Fire Protection Association (NFPA) and Americans with Disabilities Act (ADA) will be reviewed for the facility.
- Our fire station designs incorporate elements of NFPA recommendations such as 1710 and 1720 "Standards for the Organization and Deployment by..... Paid and Volunteer Fire Departments."
- Our police station designs incorporate elements of NFPA 1221 and CALEA accreditation standards as well as ACA small jail guidelines.
- We will explain the implications and effects for the fire department to adhere to NFPA recommendations: For example, we recommend adherence to NFPA 1500, Article 9.1.6..."shall prevent exposure to fire fighters and contamination of living and sleeping areas to exhaust emissions." NIOSH/OSHA requirements call for reduction of vehicle emissions to the lowest feasible level; the quality of breathing air in fire/EMS stations is a major concern for the health of the responders.
- We reference fire industry guidelines such as FEMA FA-168, "Safety and Health Considerations for the Design of Fire and Emergency Medical Services Stations."

The International Building Code (IBC) has defined public safety facilities as "Essential Services Facilities." These buildings are designed, built and observed during construction to a high standard. We are very familiar with the cost and design implications of these codes and will lead the town through the adaptation process.

Tecton Architects has a solid understanding of Massachusetts Public Sector Construction Bidding Laws.

APPROACH 4

APPROACH



Us Understanding You

No one fire department operates exactly the same as another. During early design stages, we will be looking to gain a better understanding of your current operations, equipment, storage, and site needs. We want to come away with a comprehensive and current understanding of your operation to provide a custom fit to your criteria and needs.

During this stage of the project, we will not only be assessing your current operations, but also how present fire operations can be maintained throughout construction. We will also review the existing study that was completed for the Town.

Key Deliverables:

- Programming assessment of current department functions, equipment, and storage needs.
- Conceptual plans, elevations, and perspectives.
- Development of Site Plan.
- Evaluation of zoning regulations.
- General civil engineering analysis.

You Understanding Us

Schematic design is the key to a successful project. This is the time to explore possibilities and to build consensus on the design direction. It is imperative that at this stage you understand the design and functionality. Confirming the feasibility of the established budget and ensuring your buy-in at this point will set the foundation for successful budget and timeline management in future project stages.

Key Deliverables:

- Cost estimates.
- Site plan, floor plans & building elevations.
- Floor plans with furniture and equipment layout.
- Tabulations of square footage.
- Technology usage, layout and equipment.
- Site plan with parking, grading and new building location.
- Color renderings for display and presentation purposes as needed.

APPROACH

Bringing Together the Team

At Tecton and Pacheco Ross, we pride ourselves on our ability to work in harmony with everyone on our project teams, including:

- *Owner's Representatives* - working together in a partnership toward the common goal of completing projects on time and within budget, we always strive to foster excellent working relationships with open communication in order to keep a daily pulse on the job to address issues as they arise.
- *End Users* - we are well versed in engaging all end users in the design process. Our programming process includes detailed conversations with department staff to understand operational needs and functions. During these sessions, we can begin to understand your day-to-day activities, beyond just spaces and square footages, in order to provide the most efficient and useful solution.
- *Community* - your design must be a solution from your community; we need to involve stakeholders and build a strong sense of shared ownership. Simply stated, we need to ask, listen, and hear, especially in the formative idea phase of the project.

▶ WORKING WITH TECTON/PRA

Tecton and Pacheco Ross Architects will guide you in a systematic approach that encourages and responds to feedback, that facilitates timely and informed decisions, and that maintains a high level of project quality and coordination.

Executing the Selected Design

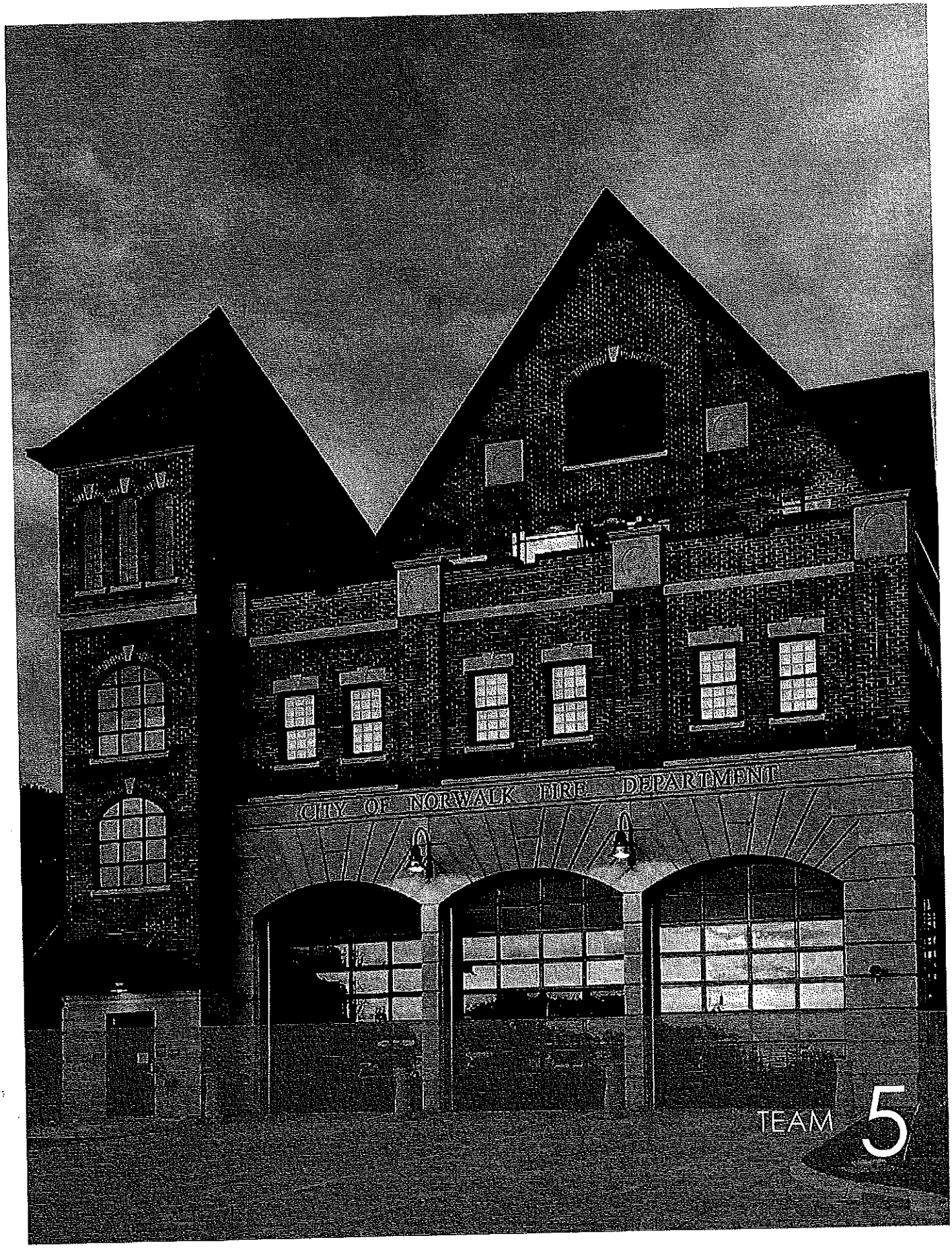
Our management approach focuses on helping clients make early informed decisions to avoid late-phase design changes. Our team is proactive in delivering research, design options and clear intent to maximize quality and avoid conflicts. With these decisions in hand, our team will focus on producing quality documentation with reduced change order potential. Our next step is to promptly and fairly administer the contract with thorough documentation and an emphasis on three factors that were so important in previous phases: cost, time and quality.

Key Deliverables:

- Final integrated BIM models.
- Detail generation.
- Construction documents.
- Selection of finishes, fixtures and equipment selection.
- Management of change requests.
- Punch list.

Working Together to Achieve Success

We understand that the phases above describe a small portion of the overall process. We are in this with you. From programming, site analysis, design development, wetlands and environmental analysis, building information modeling, bidding to close out...the list goes on. Tecton and PRA are committed to walking with our clients every step of the way, throughout the entire process.


CITY OF NORWALK FIRE DEPARTMENT
TEAM 5

ORGANIZATIONAL CHART

Architectural Design Services for:
Construction of a New West Natick Fire Station
Town of Natick, Massachusetts

Tecton ARCHITECTS

- Jeff Wyszynski, AIA
  Principal In Charge
- Jeff McElravy, AIA
  Project Manager
- Matt Salad
  Architectural Designer
- Rebecca Hopkins
  Assoc. AIA, EDAC
  Architectural Designer
- Kathryn Mease
  NCIDQ, LEED AP
  BD+C, EDAC
  Interior Designer

PACHECO ROSS ARCHITECTS

Dennis Ross, AIA
Principal

Dave Pacheco, AIA
Principal

Architectural Consultants

RLB
Cost Estimating

FUSS & O'NEILL
Site/Civil Engineering,
Landscape Architecture

ODEH ENGINEERS
Structural Engineering

CES
Mechanical/Electrical/
Plumbing Engineering,
Datacom/IT

▶ *PRIMARY CONTACT*

Jeffery R. McElravy, AIA
Principal, Director of Public Safety
Tecton Architects

860.990.6940 direct
860.548.0802 x250
jeffm@tectonarchitects.com

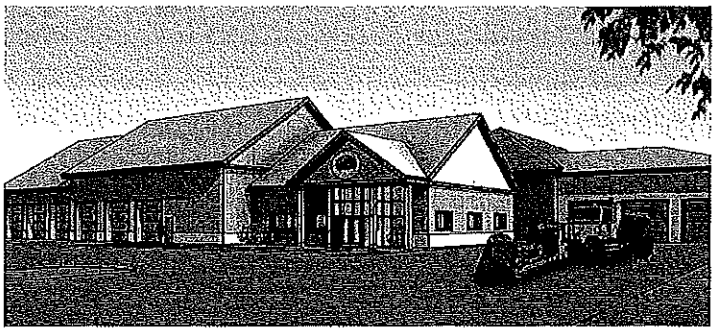
Tecton ARCHITECTS

JEFFREY J. WYSZYNSKI, AIA

PRINCIPAL-IN-CHARGE

Jeff leads our team with an open mind and an open office door. He guides our seasoned professionals and our most talented youth alike. Jeff encourages collaboration to achieve the best result for each and every project we embark on. He's always there to review the status of any project and offer advice and guidance.

Jeff offers 20+ years of experience in design and management of successful projects throughout Connecticut, Massachusetts and Rhode Island.



EDUCATION

Roger Williams University
Bachelor of Architecture
(Valedictorian)

Boston Architectural Center
Continuing Education

REGISTRATIONS

Registered Architect in Connecticut, Vermont, Maine, Rhode Island New York and Massachusetts

National Council of Architectural Registration Boards

AFFILIATIONS

American Institute of Architects (AIA)

Construction Institute Board of Directors

The Alternative Board (TAB)

Society of College and University Planners (SCUP)

International Council of Shopping Centers (ICSC)

Connecticut Health Council

MetroHartford Alliance

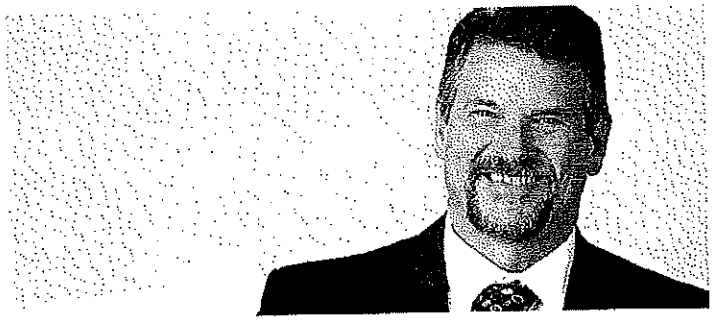
WALKS Foundation

Hartford Youth Scholars

ACE Mentor Program

RELEVANT PUBLIC SAFETY PROJECT EXPERIENCE

- Westport Police Station
  Westport, MA
- Lexington Police & Fire
  Lexington, MA
- Wilbraham Police Station
  Wilbraham, MA
- Sutton Police & Highway
  Sutton, MA
- Dighton Police Station
  Dighton, MA
- North Brookfield Police
  North Brookfield, MA
- Greenfield Public Safety
  Greenfield, MA
- Avon Police & Fire Stations
  Avon, MA
- Berlin Police Station
  Berlin, CT
- Barnstable Police Station
  Barnstable, MA
- Lincoln Police Station
  Lincoln, RI
- Mankato Fire Station #3
  Mankato, MN
- Connecticut Forensics Lab
  Meriden, CT
- Westover Air Reserve Base
  Chicopee, MA
- State of Connecticut
  Juvenile Training Facilities
  Middletown, CT



EDUCATION

Pennsylvania State University
Bachelor of Science in Architecture

REGISTRATIONS

Registered Architect in CT #4726

AFFILIATIONS

Associate Member CPCA
(CT Police Chiefs Association)

Associate Member MCOPA
(MA Chiefs of Police Association)

ACE Mentor Program Team Leader

Associate Member IACP (International Association of Chiefs of Police)

IACP Community Policing Committee

Final Round Judge IACP Community Policing Award

JEFFERY MCELRAVY, AIA

PRINCIPAL, DIRECTOR OF PUBLIC SAFETY DESIGN

Jeff has dedicated his career to public safety design. At Tecton, he serves as the director of public safety design and is personally involved in every public safety design project at the firm. As an active member of the IACP, he is integrally involved in contemporary police issues and translates that information into facilities that work for today's police force.

Jeff is a nationally recognized expert in public safety design and serves various departments across the country as a planning and design consultant. He is experienced assisting clients with federally sourced grants, funding and financing.

RELEVANT PUBLIC SAFETY PROJECT EXPERIENCE

- Westport Police Station
  Westport, MA
- Lexington Police & Fire
  Lexington, MA
- Wilbraham, MA Police
- Wilbraham, MA Fire Station
- Dighton, MA Police
- Sutton, MA Police & Highway
- North Brookfield, MA Police
- Barnstable, MA Police
- 40th precinct Design Review
  New York, NY
- Auburn, NY Public Safety
- 3rd Patrol Police Facility
  Norfolk, VA
- Berlin, CT Police
- Lincoln, RI Police
- Avon, MA Public Safety
- Greenfield, MA Public Safety
- Suffolk, VA Fire & Rescue HQ
- Nansemond Public Safety
  Suffolk, VA
- CT Fire Academy & Hartford Regional Fire Training School
  Windsor Locks, CT
- State of CT Criteria Architect
  Regional Fire Training Schools
- Fire Station #3
  Mankato, MN
- 4th Precinct
  Virginia Beach, VA
- Joint Public Safety Training Center, Public Safety HQ, 6th Precinct Police Station
  Chesapeake, VA
- Correctional Center
  New Haven, CT

Continued on next page -

RELEVANT PUBLIC SAFETY PROJECT EXPERIENCE [CONTINUED]

Police, Fire and Public Safety experience in various capacities, ranging from draftsman to project manager, specific to Jeff McElravy while at Kaestle Boos Associates, Inc. Kaestle Boos Associates remains the Architect of Record for the projects listed below.

- Police Department
  Hampton, NH
- Police Headquarters
  Hudson, NH
- Police Headquarters
  Lebanon, NH
- Police Facility
  Londonderry, NH
- Public Safety Facility (Study)
  Keene, NH
- Public Safety Facility (Study)
  Presque Isle, ME
- Public Safety Facility (Study)
  Williston, VT
- Police Facility
  Brewster, MA
- Public Safety Facility (Study)
  Brewster, MA
- Public Safety Facility
  Foxborough, MA
- Police Facility (Adaptive Reuse)
  Cambridge, MA
- Police Department
  Chelmsford, MA
- Police & Ambulance
  Harvard, MA
- Police Facility
  North Attleborough, MA
- Police Headquarters
  Southbridge, MA
- Police Headquarters
  Westford, MA
- Public Safety Facilities
  Grafton, MA
- Public Safety Facility (Study)
  Holden, MA
- Public Safety Facility (Study)
  Rowley, MA
- Police Facility (Study)
  North Reading, MA
- Police Facility (Study)
  Holliston, MA
- Police Facility
  (Additions/Renovations Study)
  Ridgefield, CT
- Police Headquarters
  Southington, CT
- Police Facility
  (Additions & Renovations)
  West Hartford, CT
- Police Facility
  (Study/Needs Assessment)
  Hamden, CT
- Police Headquarters
  Manchester, CT
- Yale University Police Facility
  (Programming)
  New Haven, CT
- Fire Headquarters
  Bloomfield, CT
- Firehouse/EMS
  Ledyard, CT
- Fire Headquarters
  (Additions & Renovations)
  Waterlown, CT
- Fire Company #3
  Wethersfield, CT
- Public Safety Ops Cntr
  Chesapeake, VA
- Police Headquarters
  (Programming)
  Newport News, VA
- Public Safety Facility (Study)
  Portsmouth, VA
- Public Safety Training Center
  Greensboro, NC
- Defense Distribution Cntr
  (Public Safety Facility)
  New Cumberland, PA
- Police Facility
  Fort Lee, NJ
- Police Facility
  (Study & Renovations)
  Hamilton, OH
- Police Facility and EOC
  New Smyrna Beach, FL
- Police Fire and EOC (Study)
  Port Orange, FL

MATT SALAD
ARCHITECTURAL DESIGNER

Matt is an Architectural Designer with a passion for municipal and public safety projects. He uses technical expertise to create architecture that reflects the community it serves and also maximizes the functionality of the spaces within.

Matt is a technical expert in BIM, Revit and AutoCAD technology. His renderings help clients visualize the completed building before construction even begins and make changes easier, faster and more cost effective.

EDUCATION

Bachelor of Science
in Architecture
University of Hartford

Master of Architecture
University of Kansas

AFFILIATIONS

ACE Mentor Program

International Association of
Chiefs of Police (IACP)
Associate Member

AWARDS

IIDA New England
Best Office Design (10k-30k SF)

Connecticut Building Congress
Project Team Award

American School & University
Educational Interiors Showcase
Outstanding Design Award

RELEVANT PUBLIC SAFETY PROJECT EXPERIENCE

- State of Connecticut Fire Training Academies Criteria Architect: Fairfield, Burrville, Willimantic, Beacon Falls, Cheshire, CT
- State of Connecticut Fire Training Academies Construction Administrator: Fairfield
- Wilbraham Police Station
  Wilbraham, MA
- Sutton Police and Highway
  Sutton, MA
- Avon Police and Fire Stations
  Avon, MA
- Dighton Police Station
  Dighton, MA
- Greenfield Public Safety
  Greenfield, MA
- Virginia Beach 4th Precinct
  Virginia Beach, VA
- Auburn Public Safety
  Auburn, NY
- Berlin Police Station
  Berlin, CT
- Coventry Fire Department
  Coventry, CT
- Westport Police Station
  Westport, MA
- Lexington Police & Fire Stations
  Lexington, MA

EDUCATION

Pennsylvania State University
Bachelor in Architecture
Psychology Minor
Environmental Inquiry Minor

REGISTRATIONS

American Institute of Architecture

Evidence-Based Design Accreditation and Certification (EDAC)

AFFILIATIONS

International Association of Chiefs of Police (IACP)
Associate Member

Construction Institute

ACE Mentor Program

Special Hope Network

AWARDS

IIDA New England
Best Office Design (10k-30k SF)

Premio Piranesi: Prix de Rome Competition (Accademia Adrianea di Architectura e Archeologia) - First Place Prize

REBECCA HOPKINS, ASSOC. AIA, EDAC

ARCHITECTURAL DESIGNER, MANAGER OF EMERGING TECHNOLOGY

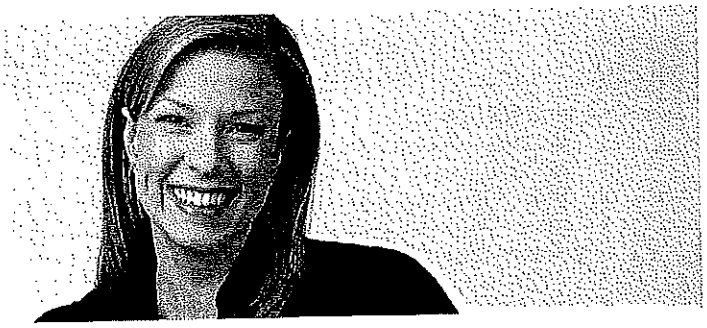
Rebecca brings a collaborative approach and expert design skills to our architectural team. As an admitted perfectionist, she strives to understand the many design challenges for each project and respond with the best solution for the client. Her interest in the built environment is enhanced by her Evidence Based Design certification and involvement with different community service institutions and mentor programs. This, in combination with her background in Psychology and Environmental Studies, provides Tecton with a unique point-of-view to aid the client in critical aesthetic and functionality design decisions.

Rebecca also serves as Tecton's Manager of Emerging Technology. This position goes beyond the day-to-day use of software, exploring non-traditional, cutting-edge ways of exploring design ideas and constructability. Her current initiatives include tiered Virtual Reality/ Augmented Reality design, 3D printing and mixed media modeling, and job site observation efficiency.

RELEVANT PUBLIC SAFETY PROJECT EXPERIENCE

- State of Connecticut Fire Training Academies: Fairfield, Burrville, Willimantic, Beacon Falls, Cheshire, CT
- Wilbraham Police Station Wilbraham, MA
- Sutton Police & Highway Sutton, MA
- Berlin Police Station Berlin, CT
- Avon Police & Fire Stations Avon, MA
- Dighton Police Station Dighton, MA
- Greenfield Public Safety Greenfield, MA
- Virginia Beach Police Station Virginia Beach, VA
- Westport Police Station Westport, MA
- Lexington Police & Fire Stations Lexington, MA

Tecton ARCHITECTS



KATHRYN E. MEASE, NCIDQ, LEED AP BD+C, EDAC

REGISTERED INTERIOR DESIGNER

Kathryn is an award-winning interior designer, who is especially skilled in programming, space planning and ceiling and millwork design. Her diverse portfolio spans corporate, academic, municipal and healthcare interiors, and demonstrates her ability to design, and to utilize materials and finishes that appropriately meet a broad range of client goals and user needs.

Kathryn is NCIDQ and EDAC certified, and is a LEED Accredited Professional with Specialty. This expertise allows her to create dynamic spaces with strong visual appeal, which maximize functionality and achieve the highest level of sustainability.

Her work and perspective continue to be recognized in the industry, with features in Westchester Magazine and American School & University Magazine, as well as a contributing column for Floor Focus' Design Ovations.

EDUCATION

University of Massachusetts, Amherst
Bachelor of Fine Arts
Emphasis in Design

REGISTRATIONS

NCIDQ Certification

LEED Accredited Professional
BD+C, NC Version 2.2

Evidence-Based Design
Accreditation and Certification

AWARDS

CREW Best Interior Design
Award - COCC

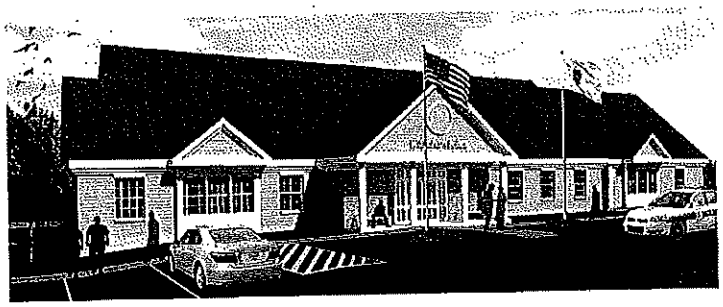
Floor Focus Vision Award
Trinity College
Vernon Social Center

Build Boston Kiosk Design
Competition Winner

University of Massachusetts
Senior Art Exhibition Award Winner

AFFILIATIONS

American Cancer Society
Relay for Life



RELEVANT PUBLIC SAFETY PROJECT EXPERIENCE

- Wilbraham Police Station
  Wilbraham MA
- Dighton Police Station
  Dighton MA
- Auburn Public Safety
  Auburn NY
- Lexington Police & Fire Stations
  Lexington, MA
- Westport Police Station
  Westport, MA

DENNIS A. ROSS, AIA - PRINCIPAL

Licenses and Affiliations

- Registered Architect States of: CO, CT, ME, MD, MA, MI, MO, NJ, NY, OH, PA, TN, VA, WV
- American Institute of Architects (AIA)
- National Council of Architectural Registration Boards (NCARB)
- Former Chairman, Business Council for Small and Independent Business of New York State
- National Fire Protection Association (NFPA)
- International Code Council (ICC)
- Former Member, Business Council/Construction Industry Council of New York State
- Member, Albany-Colonie Chamber of Commerce
- Phi Kappa Tau Rho Chapter Fraternity, Board of Governors
- Honorary Member, Kingston (PA) Fire Department

Professional Experience

- ARCHITECTURAL DESIGN – Over 40 years of experience Fire Stations/Public Safety/Police/EMS/Training/Emergency Operations Centers/911 Call Centers Municipal/Institutional/Educational; Recreational/Aquatic Facilities; Medical/Health; Commercial/Hotel
- CONSTRUCTION/CONSTRUCTION MANAGEMENT and REAL ESTATE DEVELOPMENT - Emergency Response Facilities; Recreational/Aquatic; Retail/Office/Hotel; Site Development; Land Acquisition
- FEASIBILITY STUDIES
- FIREMATIC PROGRAMMING
- SITE EVALUATION AND SELECTION
- CODE EVALUATION
- MULTIPLE-BUILDING EVALUATIONS AND ASSESSMENTS
- COST CONTROL AND VALUE ENGINEERING
- PROJECT SCHEDULING
- PROJECT BUDGETING AND CAPITAL PLANNING
- BOND REFERENDUM MARKETING & PUBLIC AWARENESS CAMPAIGNS
- FIREFIGHTER EDUCATION – Writer and Presenter

Education

- Bachelor of Architecture, Rensselaer Polytechnic Institute, 1975
- Bachelor of Science in Building Science, Rensselaer Polytechnic Institute, 1975
- Exchange Student, Polytechnic of Central London, 1973-1974
- Continuing Education Credits in Architecture and Construction

Publications, Awards and Recognition

- **NYS Small Business Advocate of the Year** – 2001, Business Council of New York State and NFIB,
- **"Fire Station: Architectural Insight to Planning, Design and Construction"** 1st Chapter IAFC FDN, 2010
- **"Chief Fire Officer's Desk Reference"** – Chapter on Fire Station Design. Jones & Bartlett Publishers in conjunction with International Association of Fire Chiefs (IAFC) 2005
- **Fire Chief Magazine Articles: "Design of the Times", "The Firehouse that Bonds Built", "Fire Station Site Selection", "Bay of Rigs", "Gear at the Ready"** – Article – STATION*STYLE* online by Fire Chief Magazine
- **Opening Instructor** for 2014 inaugural Station Design Conference at Firehouse Expo and featured instructor for 2015 and 2016.
- **Instructor** (multiple subjects) "National Symposium on Fire Station Design" Fire Industry Equipment Research Organization (F.I.E.R.O.) Conference, Charlotte, NC, 2002 – 2011 and Raleigh, NC 2014, 2015 and 2016
- **Instructor** (multiple subjects) – Fire Chief Magazine Station *Style* Design Symposium 2006 – 2013
- **Instructor** – Fire Chief Magazine *Station Style* Pre-Conference Fire Station Design Symposium 2006 – 2013
- **Instructor** – Fire & EMS Law Management Conference (multiple subjects) 2015
- **Panel Member** – Build Boston, Boston Society of Architects/AIA, November 2006
- Firehouse Magazine Station Design Awards: **Gold 2015** City of Norwalk Fire HQ,
- **2015 CT Green Building Award of Honor and LEED Gold** City of Norwalk Fire HQ,
- **Build CT 2014 Honor Award** New Construction, City of Norwalk Fire HQ
  Fire Chief Magazine Station Style Awards: **Gold 2013** Fort Washington Fire House, PA, **Gold 2012** Niskayuna Fire District #1, **Gold 2012** City of Lethbridge Fire HQ, **Silver 2011** Village of Fayetteville Fire Station

DAVID J. PACHECO, AIA - PRINCIPAL

Licenses and Affiliations

- Registered Architect: CA, CT, DE, NJ, NY, NC, RI, TN, TX #18551, VT
- ASTM Homeland Security Committee-Emergency Operations Center (EOC) Standards
- Certified: National Council of Architectural Registration Boards (NCARB)
- American Institute of Architects (AIA)
- International Code Council (ICC)
- International Association of Fire Chiefs (IAFC)
- Albany-Colonie Chamber of Commerce
- Trustee: Rensselaer Newman Foundation
- Past President, AIA Eastern New York – 2007-2009
- Director AIA Eastern New York – 2012-2013
- Director, AIA New York State – 2009-2010
- Honorary Member: Grand Boulevard Fire Co. (NY) & Kingston Fire Department (PA)

Professional Experience

- CO-OWNER OF PACHECO ROSS ARCHITECTS, P.C. – A Nationally Recognized Architectural Firm Dedicated Exclusively to the Design and Study of Emergency Response Facilities
- ARCHITECTURAL DESIGN – Over 19 Years of Dedicated Fire Station, Police Station, 911, EOC, and Public Safety Facility Design Experience
- CONSTRUCTION/CONSTRUCTION MANAGEMENT – Emergency Response Facilities
- FIREMATIC PROGRAMMING
- E.O.C. THEORY & DESIGN
- FEASIBILITY STUDIES
- SITE EVALUATION AND SELECTION
- CODE EVALUATION AND STUDIES
- PRODUCTION MANAGEMENT
- IT MANAGEMENT
- CONSULTANT MANAGEMENT
- FIREFIGHTER EDUCATION
- COST CONTROL AND VALUE ENGINEERING

Education

- Bachelor of Architecture, Cum Laude, Rensselaer Polytechnic Institute
- Bachelor of Science, Building Science, Cum Laude, Rensselaer Polytechnic Institute
- Architectural Study - Rome, Italy, 1992

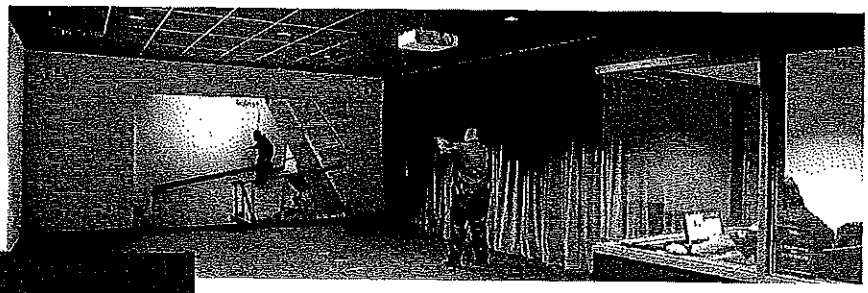
Publications, Awards and Recognition

- **Fire Chief Magazine Articles: "Design of the Times", "The Anatomy of a Built-In Training Tower"**
- **"ASTM E2668-10 Standard Guide for Emergency Operations Center (EOC) Development"** ASTM EOC Published Standard, 2010: E54.02 Development Committee Member
- **"EOC Requirements"** Pacheco Ross Architects, P.C. publication, 2007 & 2010
- **"Fire Station: Architectural Insight to Planning, Design and Construction"** 1st Chapter IAFC FDN, 2010
- **"Chief Fire Officer's Desk Reference"** – Chapter on Fire Station Design. Jones & Bartlett Publishers in conjunction with International Association of Fire Chiefs (IAFC) 2005
- City of Norwalk Fire HQ - Firehouse Magazine Station Design Awards: **Gold 2015, 2015 CT Green Building Award of Honor and LEED Gold, Build CT 2014 Honor Award** New Construction
- Fire Chief Magazine Station Style Awards: **Gold 2013** Fort Washington Fire Company, **Gold 2012** Niskayuna Fire District #1, **Gold 2012** City of Lethbridge Fire HQ & EOC, **Silver 2011** Village of Fayetteville Fire Station
- **Opening instructor** for 2014 inaugural Station Design Conference at Firehouse Expo and featured instructor for 2015 and 2016.
- **Instructor** - Fire Chief Magazine *Station Style* Pre-Conference Fire Station Design Symposium 2006 – 2013
- **Instructor** - Fire Chief Magazine *Station Style* Design Symposium (General Session) 2009 – 2013
- **Instructor** – Fire & EMS Law Management Conference (multiple subjects) 2015
- **Juror** – Fire Chief Magazine Station Style Design Awards 2007, 2008 & 2013
- **Recipient** of The Business Review's Forty Under 40 Award
  Lifetime member of the Rensselaer Benjamin Franklin Greene Society of Patroons

CES

Firm Profile

During the past twenty years, CES & Tecton Architects have completed over 200 successful projects together.



Our Background:

A Reputation for Design Excellence

Founded in 1994, Consulting Engineering Services has grown in size and reputation for some very simple reasons. We believe in offering our clients the most advanced energy efficient building solutions that fit their project budgets, schedules and complexity. We believe that successful projects are the result of proactive service – in planning, on the job, and after.

Most important, CES understands that no two projects are exactly alike, and that each should reflect the unique needs and goals of each of our clients.

Office Locations

Connecticut
811 Middle St.
Middletown, CT
(860) 632-1682

Massachusetts
128 Carnegie Row
Suite 204
Norwood, MA
(617) 261-7161

Florida
1500 W. Cypress Creek Rd.
Suite 412
Fort Lauderdale, FL
(954) 990-0556

New York
216 East 45th St.
16th Floor
New York, NY
(212) 297-6295

Consulting Engineering Services
cesct.com

Our Approach:

MEP, Commissioning and Construction Administration

The Principals of Consulting Engineering Services (CES) have developed a reputation for design excellence in Education, Municipal, Commercial, Health Care, Research & Development, Corporate Office, Sports & Recreation, Community and Private Estate projects. Our staff of 90+ experienced professionals is divided into manageable, integrated teams that specialize in mechanical, electrical, plumbing and fire protection engineering services for analysis and design as well as commissioning and construction administration.

As the popularity of BIM software gained momentum with the architectural community, CES welcomed this new technology to coordinate and aid in clash detection in our 3D drawings. Today, we use the most current Revit MEP software and utilize BIM to its full project coordination potential on all of our projects.

Our Leadership:

Professionals

Our Principals and Team Leaders serve the AEC industry as guest lecturers, panelists and contributors to trade publications and radio talk shows on energy efficiency for the built environment. CES also serves as a registered provider for AIA health safety & welfare seminars, offering continuing education credits for architectural re-licensure.

Our Experience:

Public Safety Portfolio

CES is well versed in designing MEP/FP systems for public safety facilities, with a resume of over 75 projects. In addition to providing engineering design services for new construction and renovations, we have also participated in existing condition assessments, feasibility studies and provided commissioning services for numerous police and fire stations on the east coast.

Our Future:

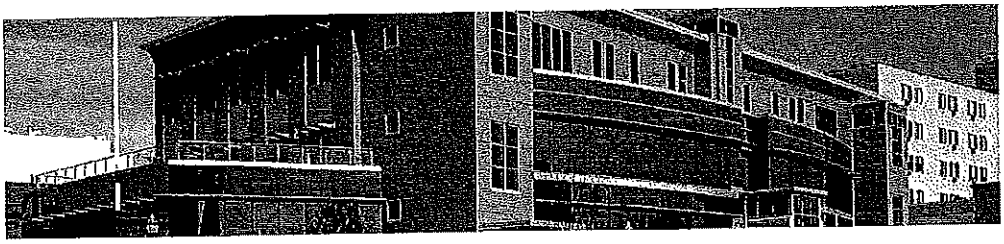
Creating Energy Solutions

As part of our commitment to sustainable design and energy savings practices, CES is a certified LEED™ consultant with LEED Accredited Professionals, Certified Energy Managers, Geothermal Designers, PV Designers, Commissioning Professionals and High Performance Building Design Professionals all on staff. CES is also an adopter of the AIA2030 challenge.

Tecton ARCHITECTS

CES

Public Safety Experience



Berlin Police | Berlin CT
New Construction

Blue Hills Fire | Bloomfield CT
New Construction

Bristol Fire Stations | Bristol CT
Facilities Studies
Engine Co. #5 Renovation

Bristol Fire Company #4
Bristol CT | Renovation

Clinton Police | Clinton CT
Change of Use

East Side Fire | Milford CT
Addition

Fairfield Police HQ | Fairfield CT
Study and Chiller Replacement

Glastonbury Police
Glastonbury CT | Facility Study

Groton Police | Groton CT
Space Needs Assessment

Haddam Fire | Haddam CT
HVAC System Renovation

Hartford Fire Station #10
Hartford CT | Renovation

Hartford Fire Station #15
Hartford CT | Renovation

Hartford Fire Station #14
Hartford CT | Renovation

Hayden Fire | Windsor CT
Renovations

Police & Fire | Lexington MA
Study & construction

Meriden Fire Station #4
Meriden CT | Renovation

Millbury State Police Barracks
Millbury MA | Renovation

Monson Police & Town Office
Monson MA | New Construction

New Braintree Shooting Range
New Braintree MA
Boiler Replacement

New Britain Police | New Britain CT
New Construction

North Haven Fire | North Haven CT
|Renovations to 4 Stations

North Thompsonville Fire
North Thompsonville CT
High Security Emergency Lighting

Northampton Police
Firing Range | Northampton MA
HVAC System Renovation

Northampton Police | Northampton MA
New Construction

New Britain Police | New Britain CT
New Construction

Norwalk Fire | Norwalk CT
Commissioning

Old Saybrook Fire
Old Saybrook CT | Renovation

Pittsfield Police | Pittsfield MA
Study

Plainville Police | Plainville CT
New Construction & Commissioning

Smithfield Police | Smithfield RI
Space Needs Assessment & Schematic Design Study

Sudbury Police | Sudbury MA
New Construction & Commissioning

Suffield Police | Suffield CT
Generator Replacement

Townsend Fire Sub-station
Townsend MA | New Construction

UMASS Police Headquarters
Amherst MA | New Construction

Watertown Fire House
Watertown CT | Facility Study

Webster Police & Fire
Webster MA | Facilities Studies

Webster Fire | Webster MA
Renovations

Webster Police | Webster MA
New Construction

West Street Fire | Cromwell CT
New Construction

West Hartford Police
West Hartford CT
New Emergency Response Center

Westbrook Police
Westbrook MA | New Construction

Westfield Fire and Police
Westfield MA | Study

Westport Police
Westport MA | Study

Westover Air Force Base
Chicopee MA | Fire Station Addition

Wilbraham Police | Wilbraham MA
New Construction

Westfield Fire & Police | Westfield MA
Study & New Construction

Yale Police | New Haven CT
HVAC Replacement

We work where promise meets solid ground, taking the intricacies of what has been imagined and bringing it to life for our communities. The success of any complex project requires a vantage point that sees all the connections and interdependencies. Our model of delivering integrated services across multiple Areas of Practice provides more unified, inspired solutions, shortens project cycles and reduces costs.

HIGHLY CAPABLE

Fuss & O'Neill has been serving both the public and private sectors for over 90 years. We are widely recognized as one of the most respected engineering and environmental consulting firms in the Northeast and are consistently named among *Engineering News Record's* top 500 design firms in the country.

A TRUE PARTNER

Protecting our clients' interests is our number one priority. We place great emphasis on collaboration and focus on providing clear communication, responsive service, and innovative solutions that maximize value and best address our clients' long-term needs.

FIRM FACTS

Founded in 1924, Fuss & O'Neill, Inc. is headquartered in Manchester, CT, with additional offices in Trumbull, CT; Boston & West Springfield, MA; Providence, RI; and Columbia, SC.

PRACTICE AREAS

Community
planning, landscape architecture, and urban design

Environment
assessment and remediation, including hazardous materials

Energy
energy consulting and design services

Facility
management incorporating environmental and health and safety solutions

Infrastructure
transportation, drinking water, wastewater, and solid waste facilities

Manufacturing
systems development for increased productivity, maintenance, reliability, and safety

Construction
construction management, structural engineering, and environmental services

FUSS & O'NEILL

Creating Works of Life

Shawn Martin, PE, CNU-A

Vice President

"Building long-lasting relationships with clients and working as a team to solve challenging problems are my primary motivators as an engineer. I want to contribute to the success of projects that add value to the community and reflect a sense of pride and integrity for my company and profession."

SMartin@fando.com 800.286.2469 x4564

EDUCATION
BS, Civil Engineering - 1994
University of Massachusetts

LICENSES & REGISTRATIONS
Professional Engineer - RI
Class III OWTS Designer - RI

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers
Congress for the New Urbanism
Accredited Member
US Green Building Council

EXPERIENCE
15 years with Fuss & O'Neill
21 years Professional Experience

Shawn leads Fuss & O'Neill's civil engineering and urban redevelopment projects in eastern Massachusetts and Rhode Island. His diverse project experience in land development includes surveying, land planning, environmental site assessments, stormwater management, water distribution, and wastewater collection and treatment systems. He is expert at the application of low-impact development strategies for a broad range of project types, including Brownfields sites with complex environmental conditions.

Shawn has designed and managed residential, institutional, commercial and mixed-use developments with RIDEM, CRMC, and RIDOT permitting requirements. He has a long history of consensus building with stakeholders and regulators for large, complex projects in the urban core.

REPRESENTATIVE PROJECTS:

Site Planning Services, Carver Fire Station and John Carver Elementary School
Carver, MA

Town Hall, Police Station, and Senior Center Complex
Brownfield Redevelopment Planning and Remediation
Walpole, MA

Master Planning and Park Design, Festival Pier,
Pawtucket, RI

Site Design and Permitting, Riverfront Lofts Mill -
Pawtucket, RI

Thread Factory Redevelopment Master Plan,
Pawtucket and Central Falls, RI

I-195 District Surplus Land Planning and Consulting,
Providence, RI

American Locomotive Redevelopment, Providence, RI

Providence College Campus Transformation
Stormwater Planning & Design, Providence, RI

odeh engineers

PROFESSIONAL ENGINEER REGISTRATIONS

Massachusetts	Rhode Island
Connecticut	New Hampshire
New York	New Jersey
Maine	Pennsylvania
Michigan	Vermont
Colorado	Missouri
Maryland	Florida
Virginia	North Carolina
South Carolina	Georgia
Delaware	Kentucky
California	Minnesota
Illinois	Ohio
District of Columbia	

PROFESSIONAL MEMBERSHIPS

American Concrete Institute (ACI)
American Council of Engineering Companies (ACEC)
American Institute of Steel Construction (AISC)
Boston Association of Structural Engineers (BASE)
American Society of Civil Engineers, Structural Engineering Institute (SEI)
Council of American Structural Engineers (CASE)
Concrete Reinforcing Steel Institute (CRSI)
Rhode Island Builders Association (RIBA)
Structural Engineers Association of Rhode Island (SEARI)

PROFESSIONAL LIABILITY INSURANCE

$5,000,000 per occurrence
$5,000,000 aggregate

FIRM OVERVIEW

Odeh Engineers, Inc. is a full-service structural engineering consulting firm specializing in the design, analysis and evaluation of building structures. Since its founding in 1978, the company has completed a wide range of major institutional, commercial and industrial projects. These projects include the design of new buildings as well as renovations, additions and historical restoration of existing structures.

Odeh Engineers is a service-oriented firm and our principals are directly involved in all projects. Our team is large enough to handle the most challenging assignments, but is organized so that the expertise and resources of the company's top engineers are always directly accessible to clients. Based in North Providence, RI, the company currently has a staff of 27 structural engineers, of which 15 are registered Professional Engineers.

The company's capabilities include structural design, testing and construction supervision, structural investigations and evaluation of existing structures, peer review, and forensic engineering. The company also provides structural consultations for facilities management and insurance-related purposes.

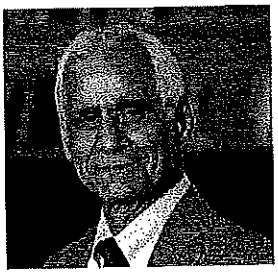
Odeh Engineers can provide consulting services on projects from start to completion or for individual phases. Phases include:

- Studying the structural problem
- Documenting existing conditions using computer drawings and digital photography
- Testing and evaluation of structural integrity for existing buildings
- Analyzing and providing recommendations for new design or building improvement
- Implementing recommendations through development of construction documents
- Advanced computer modeling of structural systems to ensure safety and serviceability
- Supervising construction of the project

Odeh Engineers is a recognized leader in the application of computer technology and three dimensional building information modeling (BIM) in structural engineering. We use this technology to improve the efficiency, accuracy, and accessibility of our work.

Since late 2006, most major projects executed by the firm have been delivered using BIM (Revit Structure). To date, we have completed over five hundred (500) projects of varying sizes in BIM, often with architectural and MEP models for full integrated coordination. All of our staff members are fully trained in BIM technology and have direct project experience using this approach. The firm has also worked directly with Autodesk on several projects to help improve and enhance Autodesk Revit, our BIM tool of choice

Odeh Engineers' combination of expertise, technology and service has built its reputation as a leading structural engineering firm.



M. DAVID ODEH, PE

SENIOR PRINCIPAL IN CHARGE

M. David Odeh is President, Principal and the founder of Odeh Engineers, Inc. Mr. Odeh has more than 45 years of experience in structural engineering, design, analysis and construction of all types of buildings. His experience comprises a large spectrum of major projects, including universities, public schools, theaters, hotels, libraries, hospitals, courthouses, office buildings and historic restoration. His innovative designs have been used to construct many buildings in the New England region.

Mr. Odeh specializes in creating cost-effective structural designs that integrate well within architectural, mechanical and site constraints. He is an expert in the diagnosis of structural problems and development of practical solutions through close interaction with clients. He has also developed proprietary computer aided design software used by Odeh Engineers, Inc. to enable rapid visualization of structural systems and accurate development of design documents. As President of Odeh Engineers, Inc., Mr. Odeh is directly involved in all work performed by the company.

Before founding Odeh Engineers, Mr. Odeh was the structural engineer for the Rhode Island State Building Commissioner's Office. Since 1981, he has served as structural consultant to the Rhode Island State Building Commissioner for code-related issues, and in July 2015 he was appointed as the Structural Engineer for the State's Building Codes Standards Committee.

Mr. Odeh is a member of the American Concrete Institute, American Institute of Steel Construction, and the Structural Engineers Association of Rhode Island, and has published articles in the AISC Journal of Structural Engineering. M. David Odeh was the 2004 recipient of the Brown University Engineering Alumni Medal for his achievements in structural engineering over the past 35 years. In February 2010, M. David Odeh was awarded the prestigious Freeman Award, presented by the Providence Engineering Society, for "His outstanding achievements and contributions to the structural engineering profession and construction industry in the state of Rhode Island".

EDUCATION

Master of Science, Structural Engineering, Northeastern University, 1967
Master of Science, Engineering/ Structural Mechanics, Brown University, 1965
Bachelor of Science, Civil Engineering, American Jesuit University, 1963

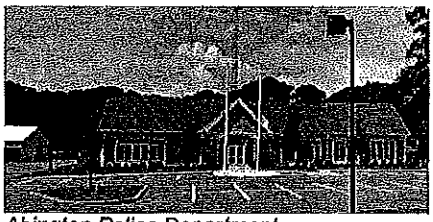
PROFESSIONAL ENGINEER LICENSES

Massachusetts	Rhode Island
Connecticut	New Hampshire
New York	New Jersey
Maine	

RELEVANT EXPERIENCE

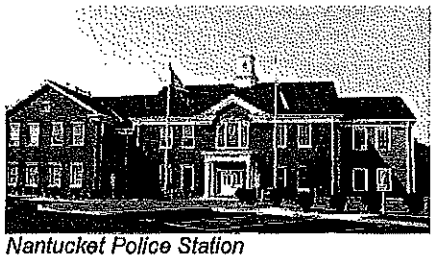
- Abington Police Department (Abington, MA)
- Bridgewater Police Headquarters (Bridgewater, MA)
- Harwich Police and Fire Station (Harwich, MA)
- Nantucket Police Station (Nantucket, MA)
- North Kingstown Police and Fire Station (North Kingstown, RI)
- Tiverton Police Station (Tiverton, RI)
- Watertown Police Department (Watertown, MA)
- Warwick Police Department (Warwick, RI)
- Warren Police and Fire Station and Town Offices (Warren, RI)
- Ashaway Volunteer Fire Station (Ashaway, RI)
- Attleboro Fire Station (Attleboro, MA)
- Bristol Fire and Rescue Station (Bristol, RI)
- East Providence Fire Station (East Providence, RI)
- Johnston Fire Stations #1 and #4 (Johnston, RI)
- Dartmouth Fire Station #3 (Dartmouth, MA)
- Rockdale Fire Station (Northbridge, MA)
- Narragansett Fire Training Academy (Narragansett, RI)
- Pine Hills Fire Station (Plymouth, MA)
- Snug Harbor Fire Station (South Kingstown, RI)
- Western Coventry Fire Station (Coventry, RI)
- Fall River Fire Department Complex (Fall River, MA)
- Kingston Fire Station (Kingston, RI)

odeh engineers

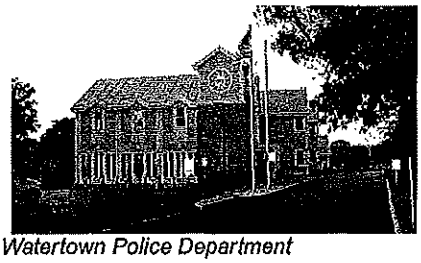

Abington Police Department

Bridgewater Police Headquarters

Harwich Police and Fire Station


Nantucket Police Station

North Kingstown Police & Fire Station


Watertown Police Department

RELATED EXPERIENCE

ABINGTON POLICE DEPARTMENT (ABINGTON, MA)

New police facility.

BRIDGEWATER POLICE HEADQUARTERS (BRIDGEWATER, MA)

Design of new police headquarters building.

HARWICH POLICE AND FIRE STATION (HARWICH, MA)

Design of new public safety facility, including dispatch, communications, and conference room. The fire station includes a two-bay drive-through sally port, maintenance garage, large dining room, fitness and locker rooms.

NANTUCKET POLICE STATION (NANTUCKET, MA)

Design of new 35,000 building to house police department.

NORTH KINGSTOWN POLICE AND FIRE STATION (NORTH KINGSTOWN, RI)

Addition and renovations to existing building.

TIVERTON POLICE STATION (TIVERTON, RI)

Design of new police facility.

WATERTOWN POLICE DEPARTMENT (WATERTOWN, MA)

Design of a new, 3-story, 37,500 gsf police station including sallyport, holding cells, new firing range, emergency operations center, and administrative offices.

WARWICK POLICE DEPARTMENT (WARWICK, RI)

Addition and renovations to existing police station.

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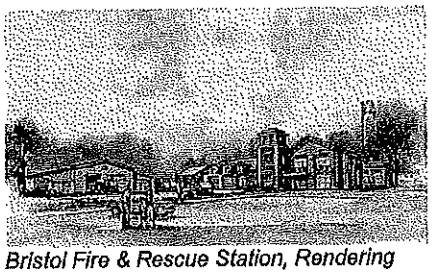
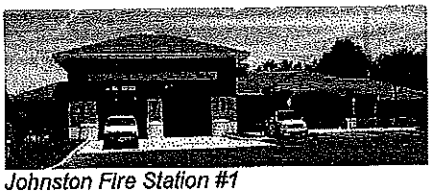
Tecton ARCHITECTS

Ashaway Volunteer Fire Station during construction


Bristol Fire & Rescue Station, Rendering

East Providence Fire Station


Johnston Fire Station #1

Johnston Fire Station #4

Dartmouth Fire Station #3 during construction

RELATED EXPERIENCE

WARREN POLICE AND FIRE STATION AND TOWN OFFICES (WARREN, RI)

Renovation and additions to old Joyce Street School building.

ASHAWAY VOLUNTEER FIRE STATION (ASHAWAY, RI)

Addition of new apparatus room and stair/elevator tower.

ATTLEBORO FIRE STATION (ATTLEBORO, MA)

Renovations to existing fire station.

BRISTOL FIRE & RESCUE STATION (BRISTOL, RI)

Two-story addition to the existing fire station.

EAST PROVIDENCE FIRE STATION (EAST PROVIDENCE, RI)

Design of new fire station facility.

JOHNSTON FIRE STATION #1 (JOHNSTON, RI)

Design of new fire station, including apparatus bay, maintenance workshops, workout room, command center, officer's quarters, and kitchen and eating area.

JOHNSTON FIRE STATION #4 (JOHNSTON, RI)

Design of new, one-story fire station, including apparatus bay, maintenance workshop, workout room, storage, officer's quarters, command center, and kitchen with eating area.

DARTMOUTH FIRE STATION #3 (DARTMOUTH, MA)

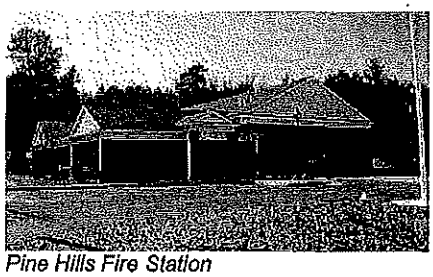
New administrative and living areas for an existing fire station.

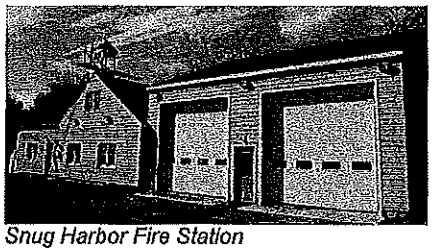
ROCKDALE FIRE STATION (NORTHBRIDGE, MA)

Reinforcement of existing deteriorated concrete floor slab supported on steel beams and columns.

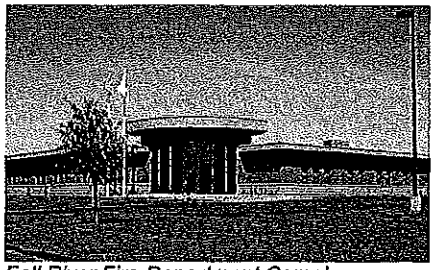
odeh engineers

Tecton ARCHITECTS


Pine Hills Fire Station


Snug Harbor Fire Station

Western Coventry Fire Station


Fall River Fire Department Complex

Saylesville Fire Station

RELATED EXPERIENCE

NARRAGANSETT FIRE TRAINING ACADEMY (NARRAGANSETT, RI)

Design of new Fire Training Facility.

PINE HILLS FIRE STATION (PLYMOUTH, MA)

Design of a new fire station facility.

SNUG HARBOR FIRE STATION (SOUTH KINGSTOWN, RI)

Addition and modifications to existing facility.

WESTERN COVENTRY FIRE STATION (COVENTRY, RI)

Design of new 8,000 sf station with gable roof.

FALL RIVER FIRE DEPARTMENT COMPLEX (FALL RIVER, MA)

New fire station facility.

KINGSTON FIRE STATION (KINGSTON, RI)

Design of renovations for existing fire station.

LITTLE COMPTON FIRE STATION (LITTLE COMPTON, RI)

Design of renovations for existing fire station.

PAWTUCKET FIRE STATION (PAWTUCKET, RI)

Design of renovations to existing fire station.

SAYLESVILLE FIRE STATION (LINCOLN, RI)

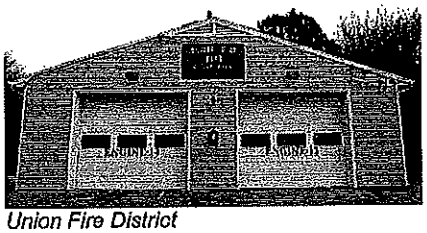
Design of addition to existing fire station.

SMITHFIELD/GREENVILLE FIRE STATION #1 (SMITHFIELD, RI)

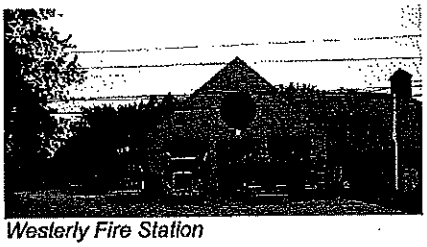
Structural renovations and floor replacement design.

odeh engineers

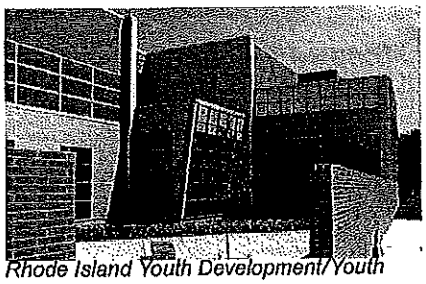
Tecton ARCHITECTS



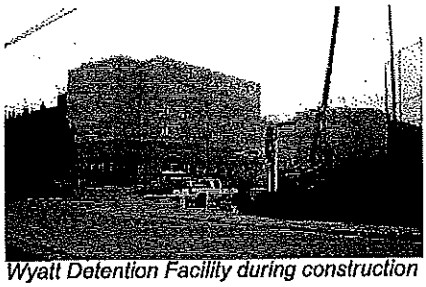
Union Fire District



Westerly Fire Station



Rhode Island Youth Development/Youth Assessment Facility



Wyatt Detention Facility during construction

RELATED EXPERIENCE

SOUTH ATTLEBORO FIRE STATION (SOUTH ATTLEBORO, MA)

Design of renovations to existing fire station.

UNION FIRE DISTRICT (SOUTH KINGSTOWN, RI)

New office spaces.

WESTERLY FIRE STATION (WESTERLY, RI)

Renovations to existing fire station.

RHODE ISLAND DEPARTMENT OF CORRECTIONS (CRANSTON, RI)

- New 24-cell segregation unit at Moran medium security facility.
- Additions and renovations to reintegration facility—Building 47.
- Structural evaluation of maximum security facility.
- Structural consulting services for Guard Tower at maximum security facility.
- Visual field observations of both the interior and exterior of Welcome Arnold Building.
- Investigation to determine floor capacity of selected rooms in the Bernadette Building to be used for the storage of files and documents.
- Investigation and repair of failing light towers.
- Foundation detail for new lighting system at maximum security facility.
- Design of temporary shoring and permanent repair for damaged open-web steel roof joist at minimum security facility.
- Design of new roof equipment support system.
- Design modifications to existing railings.

RHODE ISLAND YOUTH DEVELOPMENT/YOUTH ASSESSMENT FACILITY (CRANSTON, RI)

- New youth detention facility including new housing and central programming (CPA) building.
- New youth assessment facility.

WYATT DETENTION FACILITY (CENTRAL FALLS, RI)

New five-story expansion of an existing federal maximum security prison.

odeh engineers

Tecton ARCHITECTS

General Firm Overview

Rider Levett Bucknall (RLB) is a leading professional property and construction consultancy firm providing clients with independent, unbiased and expert advice. Our services range from project conception and site acquisition to final completion and commissioning for all aspects of management, feasibility, as well as cost and time of major construction projects. Our primary goal is to help our clients and their projects succeed.

RLB's expertise and wide array of project management, cost management and advisory services has enabled us to be one of the most recognized firms in the property and construction industry. RLB is the benchmark for technical excellence in project management and cost management services. Our reputation as an industry leader is based on our proven ability to add value to our clients' projects by continuously improving and enhancing our services and by providing the best talent and expertise available.

Long standing relationships are our reward for a history of consistently exceeding our clients' service and quality expectations. Our clients are local, regional and multinational and they include governments, developers, investors, end-users, architects and contractors in all sectors ranging from hospitality, sports, and public assembly to transportation, healthcare and higher education.

Tracing our roots back to 1785, RLB has become a global practice with over 3,500 staff in more than 120 offices throughout Africa, Asia, Europe, the Middle East, North America and Oceania. The success of these offices has made RLB one of the largest and most widely experienced cost management, project management and advisory firms in the world. For 230 years, our professionals have been adding value by managing total project cost, schedule and risk while transforming projects into tangible results.

In 1985 we opened our Boston office which has now served the greater Boston and New England area for over 30 years.

At A Glance

- Owner managed
- Providing Project Management, Cost Management and Advisory Services
- Independent construction and property consultants
- Focused on developing long-term client relationships
- Market knowledge, global expertise

WA 100 2016 | **VOTED #1 COST CONSULTANT** IN WORLD ARCHITECTURE MAGAZINE

RLB | Rider Levett Bucknall

Tecton ARCHITECTS

Grant Owen FRICS, CCP

Rider Levett Bucknall | Executive Vice President

Role: Principal in Charge

Experience: 25 Years

Qualifications:

- Fellow (FRICS), Royal Institution of Chartered Surveyors
- Certified Cost Professional (CCP) and Member, Association for the Advancement of Cost Engineering International
- Certified Construction Auditor (CCA) National Association of Construction Auditors
- Professional Affiliate, American Institute of Architects (AIA)
- Member, Construction Specifications Institute
- Member, Society of College & University Planners (SCUP)

Education:

- Bachelor of Science, Degree in Quantity Surveying, Glasgow Caledonian University, Glasgow, Scotland

As a recognized expert in the field of construction cost management, Grant assists owners, design professionals and lenders in the control of the cost and time aspects of their construction projects. His experience includes 25 years of providing professional services to clients located throughout the United States, Asia and Europe with various project types including airports, corporate offices, health care, educational facilities, industrial, retail, hospitality and recreational projects.

Grant Owen joined Rider Levett Bucknall in 1995 and is an Executive Vice President of the North American practice and Director of the firm's East coast locations. Grant Owen will serve as the lead for the cost estimating services on this project.

Relevant Experience:

- Acushnet Police Department, Acushnet, MA
- Area D4 Police Station Redevelopment, Boston, MA
- Bellingham Police Station, Bellingham, MA
- Bourne Fire Station, Bourne, MA
- Charlestown Police Station, Charlestown, MA
- Chatham Fire Department, Chatham, MA
- Chelmsford DPW, Chelmsford, MA
- Chelmsford Fire Department, Chelmsford, MA
- COMM Fire & Rescue Station, Osterville, MA
- Dartmouth Fire District 2, Russell Mills Station Addition, Dartmouth, MA
- Dartmouth Police Station, South Dartmouth, MA
- Devens Public Safety Building, Devens, MA
- Hyannis Fire Headquarters, Hyannis, MA
- Lexington DPW Building, Lexington, MA
- Monson Town Offices and Police Facility, Monson, MA
- New Salem Town Hall & Public Safety Building, New Salem, MA
- Sharon Public Safety Building, Sharon, MA
- Wenham Town Hall & Police Station, Wenham, MA
- Weston DPW Building, Weston, MA

RLB | Rider Levett Bucknall

Public Safety Experience

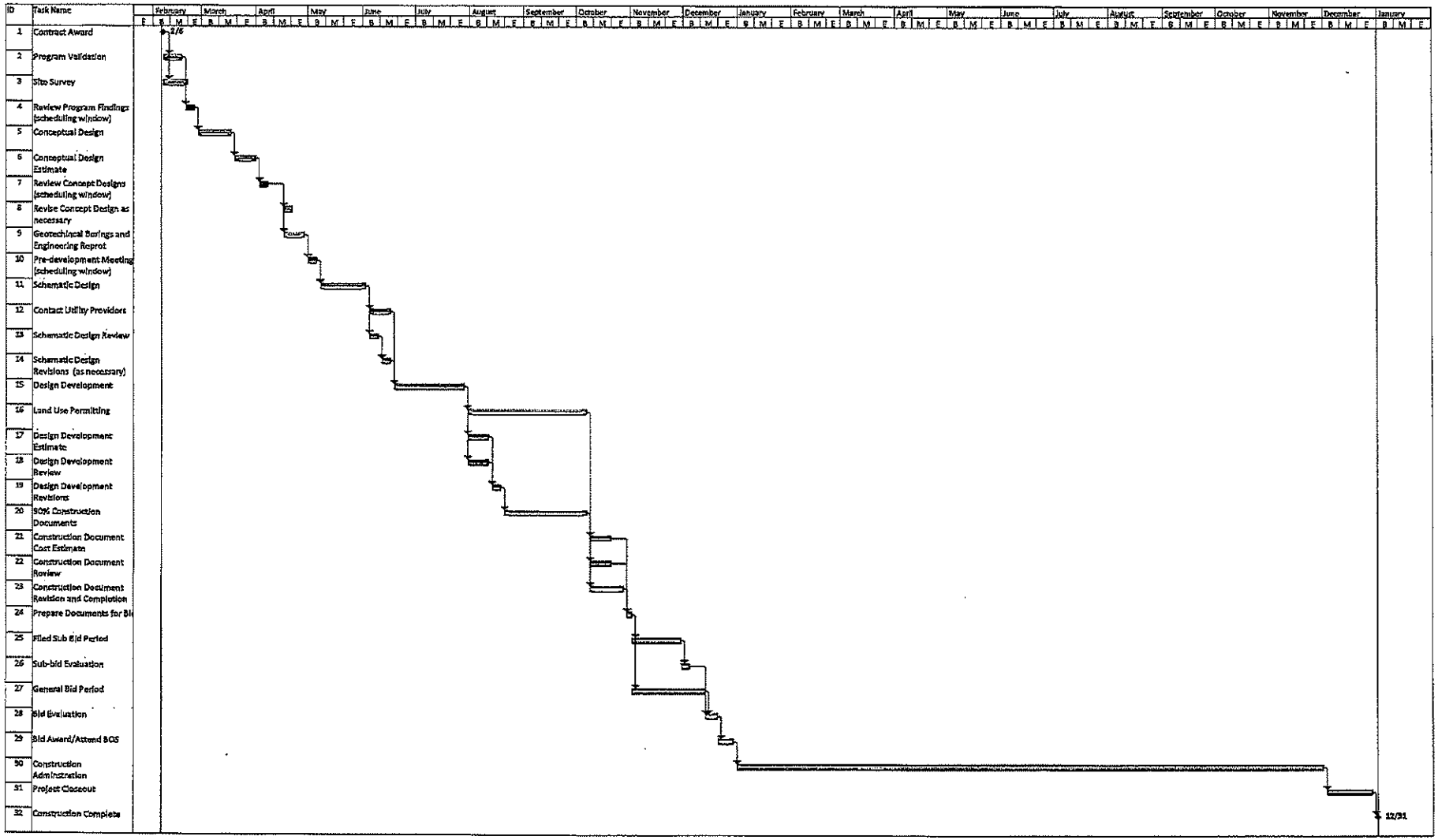
Rider Levett Bucknall has provided construction cost management services on developing the projects listed below, including developing conceptual cost plans, schematic design, design development and construction document cost estimates.

- Acushnet Police Department, Acushnet, MA
- Area D4 Police Station Redevelopment, Boston, MA
- Bellingham Police Station, Bellingham, MA
- Bourne Fire Station, Bourne, MA
- Chatham Fire Department, Chatham, MA
- Chappaquiddick Fire Station, Edgartown, MA
- Charlestown Police Station, Charlestown, MA
- Chelmsford Fire Department, Chelmsford, MA
- COMM Fire & Rescue Station, Osterville, MA
- Cumberland Police Station, Cumberland, RI
- Dartmouth Fire District 2 - Russell Mills Station Addition, Dartmouth, MA
- Dartmouth Police Station, South Dartmouth, MA
- Deerfield DPW Headquarters, Deerfield, MA
- Devens Public Safety Building, Devens, MA
- Holbrook Fire Station, Holbrook, MA
- Hyannis Fire Headquarters, Hyannis, MA
- Marshfield Department of Public Works, Marshfield, MA
- Massachusetts State Police Training - Locker Rooms, Braintree, MA
- Monson Town Offices and Police Facility, Monson, MA
- Nantucket ARFF, Nantucket, MA
- New Salem Town Hall & Public Safety Building, New Salem, MA
- Oak Bluffs Police Station, Oak Bluffs, MA
- Plaistow Safety Complex, Plaistow, NH
- Provincetown Police Facility, Provincetown, MA
- Townsend Fire Station, Townsend, MA
- Waterbury Department of Public Works Headquarters, Waterbury, CT
- Wellfleet Public Safety Building, Wellfleet, MA
- Wenham Town Hall & Police Station, Wenham, MA
- West Tisbury Fire Station, West Tisbury, MA

RLB | Rider Levett Bucknall

RESCUE
RESCUE
911

Project Schedule



Tecton
ARCHITECTS
BETTER BY DESIGN

1 HARTFORD SQUARE WEST, HARTFORD, CT 06106 | 860.548.0802
17 RAILROAD AVENUE, WESTERLY, RI 02891 | 401.596.7555
TECTONARCHITECTS.COM

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

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: October 11, 2018

SUBJECT: **CONTRACT EXTENSION**
STREETLIGHT MAINTENANCE SERVICES

In early 2017, the Town of Natick entered into a contract with Coviello Electric & General Contracting, Inc. ("Coviello Electric") for streetlight maintenance services. The term of this contract was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. The rate was $125.00/hour.

The current contract was procured through M.G.L. c. 30, §39M, and was vetted through a very carefully drafted Invitation for Bids, seeking the lowest responsible and eligible bidder. The contract was renewed once in December 2017. We have reviewed market conditions and have determined that no firm would again likely meet the rate received in the 2017 bid.

Coviello Electric has continued to perform extremely well in its current contract with the Town. Given this set of circumstances, as well as Coviello Electric's beneficial performance, we recommend it to be in the Town's best interest to exercise its first extension of the current contract – for the year beginning on January 17, 2019, and ending on January 16, 2020. Assuming the Selectmen are so inclined to do so, renewal may be accomplished by executing the attached draft correspondence to Coviello Electric. Please advise if you have any questions or require additional information.

Funding: DPW Operating Budget - $10,000 (80 hours of est. time), plus other items as in bid.

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

October 29, 2018

Mr. Sergio Coviello, President
Coviello Electric and General Contracting, Inc.
25 Garfield Avenue
Woburn, MA 01801

RE: Streetlight Maintenance Services
NOTICE OF EXERCISE OF SECOND RENEWAL TERM

Dear Mr. Coviello:

As you are aware, the Town of Natick, Massachusetts and Coviello Electric & General Contracting Co., Inc. ("Coviello Electric") are parties to a contract for streetlight maintenance services in the Town of Natick ("Contract.")

Article 3 of the Contract, dated January 17, 2017, entitled "Term," provides as follows: "The term of this Contract shall commence as of the date set forth in the opening paragraph 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."

On December 11, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for one (1) additional one (1)-year renewal term. This option year was set to expire on January 16, 2019. On October 29, 2018, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its second option to extend the Contract for an additional one (1)-year renewal term. This letter shall serve as notice to Coviello Electric of the Town's exercise of its second option. The Contract shall now expire January 16, 2020.

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

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

_____

Amy K. Mistrot, Chair

_____

Susan G. Salamoff, Vice Chair

_____

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
Jeremy Marsette, Director, Natick Public Works
Arti P. Mehta, Comptroller
John P. Flynn, Esq.

Town of Natick
Massachusetts 01760
Home of Champions

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

December 11, 2017

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
Mr. Sergio Coviello, President
Coviello Electric and General Contracting, Inc.
25 Garfield Avenue
Woburn, MA 01801

RE: Streetlight Maintenance Services
NOTICE OF EXERCISE OF FIRST RENEWAL TERM

Dear Mr. Coviello:

As you are aware, the Town of Natick, Massachusetts and Coviello Electric & General Contracting Co., Inc. ("Coviello Electric") are parties to a contract for streetlight maintenance services in the Town of Natick ("Contract").

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On December 11, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on January 16, 2019. This letter shall serve as notice to Coviello Electric of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so. All provisions of the Contract shall remain in full force and effect during these option periods.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

Jonathan H. Freedman, Chair

Susan G. Salamoff, Vice Chair

Richard P. Jennett, Jr., Clerk

Michael J. Hickey, Jr.

Amy K. Mistrot

cc. William D. Chenard, Acting Town Administrator
James Hicks, Chief, Natick Police Department
Arti P. Mehta, Comptroller
John P. Flynn, Esq.

TOWN OF NATICK
MASSACHUSETTS

TO: Natick Board of Selectmen
William Chenard, Acting Town Administrator
Jeremy Marsette, Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: December 4, 2017

SUBJECT: **CONTRACT EXTENSION**
STREETLIGHT MAINTENANCE SERVICES

In early 2017, the Town of Natick entered into a contract with Coviello Electric & General Contracting, Inc. ("Coviello Electric") for streetlight maintenance services. The term of this contract was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. The rate was $125.00/hour.

The current contract was procured through M.G.L. c. 30, §39M, and was vetted through a very carefully drafted Invitation for Bids, seeking the lowest responsible and eligible bidder. We have reviewed market conditions and have determined that no firm would likely meet the rate received in the 2017 bid.

Coviello Electric has continued to perform extremely well in its current contract with the Town. Given this set of circumstances, as well as Coviello Electric's beneficial performance, we recommend it to be in the Town's best interest to exercise its first extension of the current contract – for the year beginning on January 17, 2018, and ending on January 16, 2019. Assuming the Selectmen are so inclined to do so, renewal may be accomplished by executing the attached draft correspondence to Coviello Electric. Please advise if you have any questions or require additional information.

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

December 11, 2017

Mr. Sergio Coviello, President
Coviello Electric and General Contracting, Inc.
25 Garfield Avenue
Woburn, MA 01801

RE: Streetlight Maintenance Services
NOTICE OF EXERCISE OF FIRST RENEWAL TERM

Dear Mr. Coviello:

As you are aware, the Town of Natick, Massachusetts and Coviello Electric & General Contracting Co., Inc. ("Coviello Electric") are parties to a contract for streetlight maintenance services in the Town of Natick ("Contract.")

Article 3 of the Contract, dated January 17, 2017, entitled "Term," provides as follows: "The term of this Contract shall commence as of the date set forth in the opening paragraph 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."

On December 11, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on January 16, 2019. This letter shall serve as notice to Coviello Electric of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so.

All provisions of the Contract shall remain in full force and effect during these option periods.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

_____

Jonathan H. Freedman, Chair

_____

Susan G. Salamoff, Vice Chair

_____

Richard P. Jennett, Jr., Clerk

_____

Michael J. Hickey, Jr.

_____

Amy K. Mistrot

cc. William D. Chenard, Acting Town Administrator
Jeremy Marsette, Director, Natick Public Works
Arti P. Mehta, Comptroller
John P. Flynn, Esq.

TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

February 8, 2017

Mr. Sergio Coviello, President
Coviello Electric & General Contracting Co., Inc.
55 Concord Street
North Reading, MA 01864

RE: STREETLIGHT MAINTENANCE SERVICES/TOWN OF NATICK

Dear Mr. Coviello:

Please find enclosed a fully-executed form of contract.

Please let me know if you have any questions.

Very truly yours,

Bryan R. Le Blanc

Town of Natick, Massachusetts
CONTRACT FOR STREETLIGHT MAINTENANCE SERVICES

This Contract is made this seventeenth day of January, 2017, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Coviello Electric & General Contracting Co., Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 55 Concord Street, North Reading, MA 01864 (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 streetlight maintenance services, as set forth in the Invitation for Bids for Streetlight Maintenance Services ("IFB"), 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 term of this Contract shall commence as of the date set forth in the opening paragraph of this Contract, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

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

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, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, 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 Bids, 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, 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 three (3) years 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.

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 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 Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town 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 Agreement.

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.

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 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 IFB 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 (as determined by the Contractor's yearly hourly rate times the historical yearly number of hours), 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 (as determined by the Contractor's yearly hourly rate times the historical yearly number of hours), 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 Substances Prohibited

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

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town 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 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 such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town:	Martha L. White, Town Administrator Natick Town Hall 13 East Central Street Natick, MA 01760
With copies to:	John P. Flynn, Esq. Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410 Quincy, MA 02169
If to the Contractor:	President Coviello Electric & General Contracting Co., Inc. 55 Concord Street North Reading, MA 01864.

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 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 Agreement, the Contractor certifies under penalties of perjury that its Bid 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 Agreement, 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 Bid 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 agreement, any statutorily-mandated provisions contained herein shall control.**

n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.

o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town 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. 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.

Town of Natick, Massachusetts
CONTRACT FOR STREETLIGHT MAINTENANCE SERVICES

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

Richard P. Jennett, Jr., Chairman

Nicholas S. Mabardy, Vice Chairman

Jonathan H. Freedman, Clerk

John J. Connolly

Susan G. Salamoff

Dated: 2/6/17

Coviello Electric & General Contracting Co., Inc.
by:

Pres.
Signature

Sergio Coviello
Printed Name

President
Printed Title

Dated: 1/25/2017

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.

Virginia W. Cahill
Comptroller, Town of Natick

Dated: 2/1/17

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

John P. Flynn, Esq.

Dated: February 2, 2017

Town of Natick, Massachusetts
CONTRACT FOR STREETLIGHT MAINTENANCE SERVICES

CERTIFICATE OF VOTE

I, Sharon Coviello, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting Clerk/Secretary of Coviello
~~Electric & General~~ Contracting Co., Inc. (Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on 12/6 2016, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either ~~Sergio Coviello, President~~,
_____;
(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 25th day of January, 2017 and has not been changed or modified in any respect.

Sharon Coviello ~~, Clk~~
Signature

Sharon Coviello
Printed Name

Clerk/Secretary
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

Invitation for Bids

Streetlight Maintenance

SEALED BIDS will be received at the Procurement Office by:

Date: Tuesday, December 20, 2016

Time: 11:00 A. M. local time

Place: Procurement Office
Natick Public Works
75 West Street
Natick, MA 01760

NOTICE TO BIDDERS

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 sealed bids for streetlight maintenance services for an initial one (1)-year term. At the sole discretion of the Town, any contract awarded will be subject to renewal for one (1) or two (2) additional one (1)-year terms. The Invitation for Bids ("IFB") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on Wednesday, November 23, 2016. Sealed Bids will be received until **11:00 A.M. local time, Tuesday, December 20, 2016**, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening.

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), 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 sealed bids for services related to the invites the submission of sealed bids for streetlight maintenance services. For a full description of such services, please refer to Section 3(A) of this IFB, below.

Copies of this IFB may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on Wednesday, November 23, 2016.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on December 6, 2016. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Streetlight Maintenance Services" shall be received by 11:00 A.M. local time, Tuesday, December 20, 2016, at this address:

Procurement Office
c/o Natick Public Works Building
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids. Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Natick, MA. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid.

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid price 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 a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

The Town of Natick <u>will not</u> reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.

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

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

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR STREETLIGHT MAINTENANCE SERVICES". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional information on Minimum Wage Rates for those tradespeople who may be employed for the proposed work under any such Contract awarded.

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

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed to:

Procurement Officer
c/o Natick Public Works Building
75 West Street
Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on December 6, 2016. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Section 3. Background & Specifications

A. Scope of Work

The selected contractor shall provide all material, labor, and equipment necessary to maintain, repair, and/or replace the streetlights covered by any contract awarded pursuant to this IFB, as may be required to keep them in fully operational condition. Services to be performed shall include, but shall not be limited to, repair or replacement of failed lighting components (including luminaires, photocells, ballasts, starters, igniters, fuses, lenses, reflectors, connective wiring, and brackets); monthly reports of all work performed; proper disposal of all generated waste materials; scheduled preventative maintenance inspections; emergency repairs; and related work. Lighting covered by the 'Basic Routine Maintenance' includes the two thousand four hundred (2,400) streetlights owned by the Town of Natick.

All services under this Scope of Services shall be performed under the direction and subject to the approval of the Town of Natick Director of Public Works ('Director') and/or his designee.

Basic Routine Maintenance

1. The Successful Bidder shall provide all labor, materials, equipment, tools, and supervision necessary for maintenance and emergency electrical repairs/improvements to streetlights in the Town of Natick, Massachusetts to keep them in fully operational condition.

2. The Successful Bidder shall be responsible for patrolling the streetlights in the community once per quarter to determine street lights in need of repair. The Successful Bidder shall

review the status of all streetlights for potential work that shall include, but that shall not be limited to, required maintenance, relocation of lights, troubleshooting malfunctioning/non-functioning lights, and photocell maintenance. The Town will require a formal report with the results of the patrolling each quarter.

In addition, the Town may identify streetlights in need of repair. However, this community identification of streetlight repairs shall in no way reduce the Successful Bidder's responsibility for timely patrols to identify streetlights in need of repair. Routine batch maintenance ("Batch Repair List") shall be performed on a regularly scheduled day each week, weather permitting. The Successful Bidder shall identify, in writing to the Director. the scheduled day of the week that regular maintenance will be performed.

3. The Successful Bidder shall provide the Town of Natick with a written estimate based upon site visits by qualified personnel and at no cost to the Town. Such estimates shall include the following information:

   - Location of streetlight;
   - Complete statement of work to be done;
   - Cost breakdown;
   - Labor, number and type of workmen needed, the number of hours, and the rates per hour;
   - The material, type, and cost;
   - The total cost;
   - Special equipment needed;
   - Special conditions;
   - Number of days needed to start a job post-authorization; and
   - Number of days needed to complete a job.

   The Successful Bidder shall forward such estimates to the Town. The Town shall approve any and all such required maintenance work before it is performed. Work is to be performed only by service orders issued by the Town. The Successful Bidder shall make only repairs specified at the time of the Service Order. If there is any question concerning repairs to be made, the Successful Bidder shall obtain clarification from the Town.

   The Successful Bidder shall diagnose any problem, shall correct any conditions which may result in repetitive problems, and shall effectuate any necessary repairs. If replacement parts are needed, they shall be of the same OEM make, model, and size as those removed. All defective parts that have been replaced shall be shown to the Town as proof of competed work.

   All repairs/installations, etc. shall be completed and tested in full operating order. Certification that repairs have been completed is required to be approved in writing by the Town.

All service slips shall be completed for all work done. They shall be signed by both the Successful Bidder and the Town. All service slips shall contain the following information:

- Company name, address, and telephone number;
- The complete name of the individual performing the work;
- A detailed statement of the work performed and its location;
- The quality, quantity, manufacturer, type, and model number of any equipment worked on;
- The diagnosis/cause of the problem;
- The dates and times of the work performed;
- The total number of hours of work performed;
- A statement of any additional work needed; and
- Certified payrolls of workers performing under any contract with the Successful Bidder.

4. The Successful Bidder shall be required in appropriate circumstances to coordinate street light repair and maintenance activities with the utility. However, the Town is interested in minimizing these costs to the extent practicable. The procedure for securing assistance from the utility involves notifying and securing the approval of the Town, followed by the direct scheduling of such assistance by the Successful Bidder. In event of a scheduling change for any reason, the Successful Bidder shall be responsible for cancellation of any utility assistance. The Successful Bidder shall pay for any utility assistance which it fails to cancel in a timely fashion.

5. The Town will be responsible for the cost of protection crews to the extent they are needed. If the Successful Bidder determines that a police detail is required, the Successful Bidder shall notify the Town of the need for the police detail. However, the Town is interested in minimizing these costs to the extent practicable. The procedure for securing police detail assistance involves notifying and securing the approval of the Town, followed by the direct scheduling of such assistance by the Successful Bidder. In event of a scheduling change for any reason, the Successful Bidder shall be responsible for cancellation of any police detail. **The Successful Bidder shall pay for any details which it fails to cancel in a timely fashion.**

6. The Successful Bidder shall maintain a list of all maintenance activity preformed. The database shall be provided electronically to the Town on a regular basis at least monthly. The database shall include:

    - Dates and descriptions of all work performed,

- Location (by address or pole number) of each light upon which work was performed,
- Type and quantity of all materials used,
- List of all reported outages returned to service,
- Status of all outages not returned to service including steps taken and time required to complete,
- All open service requests dependent upon National Grid, including date and time of related communication

7. The Successful Bidder shall maintain all areas free from debris, parts, tools, etc., and shall leave all work areas broom clean and orderly. It shall maintain safe working conditions at all times and shall comply with all applicable federal, state, and local laws, rules, and regulations.

8. The Successful Bidder shall dispose of all waste materials generated through the routine maintenance program, knockdowns and/or other emergency service in accordance with all applicable laws and regulations. All disposal costs shall be borne by the Successful Bidder. The Contractor will provide the Town with a copy of disposal reports on a semi-annual basis.

9. All property damage, public or private, shall be the responsibility of the Successful Bidder. The Successful Bidder shall be provided no additional compensation for any property damage. The Successful Bidder shall assume the indemnification/insurance obligations set forth in the form of contract that is attached to this IFB and that is incorporated herein by reference.

10. For historical purposes, the average yearly performance under similar past contracts included the following:

    - Two (2) underground pole knockdowns per year, including the delivery of two poles and eight (8) hours of emergency "electrical" make safe;

    - Two (2) overhead pole knockdowns per year, including the delivery of two poles and 8 hours of emergency "electrical" make safe;

    - Eighty (80) hours of labor per year (50 street light outages, 15 photocell replacements, miscellaneous repairs);

    - Thirty (10) installations of new street lights (electrical connections by the Utility);

    - One hundred (100) feet of underground conduit and underground wire replacement. Excavation will be completed by the Town;

- One hundred (100) feet of overhead wire replacement; and
- Twenty-five (20) fixture and arm relocations from old poles to new per year caused by pole change outs by the local utility company.

11. When the repair of an outage requires replacement of the entire luminaire, it shall be replaced with an identical or equivalent fixture or a Town-approved upgrade at the Director's discretion. Any newly installed fixture shall meet all applicable codes.

12. Any time a light is serviced it will also be cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition.

13. The Town recently replaced all streetlights, floodlights, spotlights, and decorative lights with energy efficient LED fixtures and luminaires. Such fixtures and luminaires are subject, to the extent applicable, to existing manufacturers' warranties from Leotek Corporation and existing installation warranties from Siemens Industries, Inc. The Town agrees to furnish the Successful Bidder with a copy of all such warranties. The Successful Bidder shall perform all work such that these warrantees remain in full force and effect. The Successful Bidder shall contact all such warrantors to ensure that work performed shall comply with such warranties. To the extent that the Successful Bidder is required to subcontract such warranty work to firms approved by such warrantors, it may do so with the express written approval and consent of the Town, which shall not be unreasonably withheld. Nothing therein, however, shall absolve the Successful Bidder from its responsibility to ensure that all work performed under any contract awarded by the Town pursuant to this IFB shall be in accordance with such warranties and shall ensure that warranties shall remain in full force and effect. No markup shall be allowed for any such subcontracting outlined in this paragraph.

14. The Town may request the Successful Bidder service other streetlights, pedestrian lights, or parking lot lights that are the property of the Town of or shall become the property of the Town during the term of this contract. These services will be provided based on the quoted hourly labor rate.

Emergency Response

1) The Successful Bidder shall be capable of responding to emergency service requirements twenty-four (24) hours/day, seven (7) days/week. Emergency service will in most cases relate to knockdowns of poles. However, the Town of Natick shall retain sole discretion to determine when the need for emergency repair service exists. When such determination is made, a representative of the Department of Public Works or the Natick Police Department will notify the Successful Bidder via a Contractor-supplied twenty-four (24) hour emergency telephone number. The Successful Bidder shall have workforce and equipment deployed to the emergency location three (3) hours following notification. A more rapid response shall be

provided if so directed by the Natick Police Department in extreme cases. In such instances, the response time shall be within one (1) hour. Concurrent with notification to the Successful Bidder, the Town will use best efforts to notify Eversouce Electric of the emergency. However, it shall be the Successful Bidder responsibility to conduct such follow up and/or additional communication with Eversource Electric to affect a complete response to the emergency service requirement.

2) In the event of a knockdown of a pole, the Successful Bidder shall coordinate with Eversouce Electric regarding disconnection of power, remove and dispose of the pole and lighting fixture, retaining any salvageable components, and ensure the site is secured in a safe manner. The Successful Bidder shall coordinate with Eversouce Electric and/or Verizon, as applicable, regarding the emergency cleanup and in particular the retrieval of Town-owned lighting components.

3) In the event of emergency service not involving a knockdown, the Successful Bidder shall perform such work necessary to secure the location in a safe manner.

4) Without waiving any of Natick's rights, the Successful Bidder shall, on Natick's behalf, pursue third parties for damages to Natick's streetlight poles or other streetlight equipment. The Successful Bidder will work with insurers to provide sufficient information to ensure reimbursement for all costs of repair work. The Town of Natick will make its best efforts to provide the Successful Bidder with police accident reports or other information required for the Successful Bidder to pursue a claim. In the event the Successful Bidder does not receive reimbursement through insurance company coverage within twelve (12) months of the accident, Natick will be liable for the Successful Bidder's costs of accident repair.

5) The Successful Bidder shall notify a designated Town representative, at a twenty-four (24)-hour emergency number, as soon as response to the emergency service request has been completed. If for any reason a site cannot be secured in a safe manner, the Successful Bidder shall notify the Natick Police Department. The Successful Bidder's personnel shall not depart the location until an officer has arrived at the scene to undertake necessary public safety measures.

6) No markup shall be allowed for such emergency work. All emergency work shall be billed at the hourly rate quoted by the Successful Bidder in its Bid Form.

7) Within five (5) working days following the date of emergency response, the Successful Bidder shall supply to the Town a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. The Successful Bidder shall commence such repairs following notification to proceed from the Town.

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the removal of public shade trees, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass criminal background screening.

The Successful Bidder shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the president and foreman.

2. Name, address, social security number and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

The Successful Bidder shall provide services as an independent contractor with the Town of Natick and the Successful Bidder 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.

C. Public Safety, Travel, and Convenience

The Successful Bidder shall be required, without additional compensation, to give attention to the flow of traffic. Work on major arteries shall be avoided during periods of heavy traffic. The Successful Bidder shall coordinate his/her/its work with the Natick Police Department. The work shall be accomplished in a manner that safely maintains traffic on all work site roadways.

The Successful Bidder shall conduct its operations so as to cause the least possible obstruction and inconvenience to public traffic. To the extent possible, all traffic shall be permitted to pass through the work area. The Successful Bidder shall furnish, erect, and maintain sufficient warning and directional signs, barricades and lights and furnish adequate warning to the public at all times of any dangerous condition to be encountered. The Successful Bidder's vehicles and equipment shall be clearly marked with the Successful Bidder's name or logo and be easily identifiable and be equipped with suitable warning lights and reflective markings for working in daylight and dark. All safety signs and equipment shall comply with the millennium edition of the Manual on Uniform Traffic Control Devices (MUCTD).

D. Traffic Police

The Successful Bidder shall make the necessary arrangements with the Natick Police Department

to furnish uniformed police officers for the purposes of controlling and regulating traffic in the vicinity of the work sites. Payment for Traffic Police is to be made by the Town of Natick Department of Public Works directly to the Natick Police Department.

Cancellation of a police detail for any reason shall be the responsibility of the Successful Bidder. The Successful Bidder's failure to do so will result in the cost of that police detail being deducted from the Bid Price.

E. Hazardous Materials Pollution Control

At all times, all hydraulically operated machinery shall have, on the vehicles or at a close proximity to them, while in operation, hazardous materials spill containment equipment that is capable of containing any hydraulic accidents.

In the event of a hydraulic accident, the Successful Bidder shall be responsible for the cleanup in compliance with the United States Environmental Protection Agency and the Massachusetts Department of Environmental Protection regulations and guidelines, and for the remediation of any property or environmental damage.

Section 4. Bid Submission Requirements:

Each Bidder shall submit the following with his/her/its Bid:

1. A fully executed Bid Form (which shall include certification of the following:

   A. Bidder is an established business with a minimum of five (5) years experience in the street light maintenance business. Bidder's verifiable experience record shall be acceptable to the Town of Natick. (Bidder shall attach to the Bid 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 it.)

   B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals, including, without limitation Division of Capital Asset Management (DCAMM) Electrical Contractor Certification.)

   C. Bidder provides a qualified (Town–approved) Foreman, who shall be present at the work site at all times. The Forman has completed and has passed an **Electrical Hazards Awareness Program (EHAP)**. The Foreman has a minimum of three (3) years full time experience in working around wires and taking down dead trees. Bidder shall attach the name and title of all EHAP-certified employee(s), including

their proof of certification, with his/her/its Bid.

D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.

E. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)

F. Bidder shall attach to the Bid Form contact information for <u>all</u> clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number).

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

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

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

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

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

L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature. (Bidder has not failed to perform satisfactorily on contracts of a similar nature.)

M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work. Bidder is also available to commence work as designated in mowing calendar schedule and as ground conditions allows.

N. Bidder 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. Bidder 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.

2. A fully executed Certificate of Non-Collusion.
3. A fully executed Certificate of Tax Compliance.
4. A fully executed Conflict of Interest Certification.
5. A fully executed Conflict of Interest Statement.
6. A fully executed Certificate of Corporate Bidder, if applicable.
7. A fully executed Certificate of Compliance with M.G.L. c.151B
8. A fully executed Certificate of Non-Debarment.
9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the cost of the first year of any Contract executed with the Town.
12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the cost of the first year of any Contract executed with the Town.

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid Streetlight Maintenance Services" shall be received by 11:00 A.M. local time, Tuesday, December 20, 2016, at this address:

Procurement Office
c/o Natick Public Works Building

75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M. **Bids received after that date and time will be rejected.**

Section 6. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this IFB.

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, for an initial one (1)-year term, to the lowest responsible and eligible Bidder, based upon the lowest total hourly rate, based upon historical quantity estimates, to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

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

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

The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such Contract upon written notice to the Successful Bidder 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 any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder 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 Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. 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.

Section 8. Insurance

The Successful Bidder 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 IFB and is incorporated herein by reference. Without limitation of other requirements of this IFB, no Contract shall be entered into by the parties unless the Successful Bidder complies with all applicable insurance requirements, including, without limitation, the required language mandating that the Town of Natick 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.

Section 9. Indemnification

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

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price (as determined by the Successful Bidder's yearly hourly rate times the historical yearly number of hours) with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price (as determined by the Successful Bidder's yearly hourly rate times the historical yearly number of hours) with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

Section 12. Use of Alcohol and Controlled Substances Prohibited

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

Section 13. No Smoking

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

Section 14. Criminal Background Screening

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

Section 15. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance
4. Confliot of Interest Certification
5. Conflict of Interest Statement
6. Certificate of Corporate Bidder
7. Certificate of Compliance with M.G.L. c.151B
8. Certificate of Non-Debarment
9. Prevailing Wage Rates
10. Form of Contract

Appendix 1

BID FORM

To the Town of Natick:

The undersigned Bidder ("Bidder") submits the following Bid in accordance with the Town of Natick Invitation for Bids for Street Light Maintenance Services for the prices specified below:

A. Total Hourly Rate for Streetlight Maintenance Bid Price for all services outlined in the Town of Natick's Invitation for Bids, including materials as noted above, for Street Light Maintenance Services for an initial one (1)-year term:

Total Hourly Rate in Words One Hundred Twenty Five dollars

Total Hourly Rate in Numbers ($ 125.00).

B. This Bid includes Addenda Nos. None.

The Bidder understands that any contract awarded by the Town in accordance with this IFB shall be subject to renewal, at the sole discretion of the Town for one (1) or two (2) additional one (1)-year terms.

The undersigned agrees that, if he/she/it is awarded this Contract, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and in accordance with the terms of the Invitation for Bids.

The undersigned certifies that it satisfies the following requirements and has provided appropriate documentation (attached hereto) in response to the following:

A. Bidder is an established business with a minimum of five (5) years experience in the street light maintenance business. Bidder's verifiable experience record shall be acceptable to the Town of Natick. (Bidder shall attach to the Bid 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 it.)

B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals, including, without limitation Division of Capital Asset Management (DCAMM) Electrical Contractor Certification.)

C. Bidder provides a qualified (Town–approved) Foreman, who shall be present at the work site at all times. The Forman has completed and has passed an Electrical Hazards Awareness Program (EHAP). The Foreman has a minimum of three (3) years full time experience in working around wires and taking down dead trees. Bidder shall attach the name and title of all EHAP-certified employee(s), including their proof of certification, with his/her/its Bid.

D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.

E. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)

F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number).

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

L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature. (Bidder has not failed to perform satisfactorily on Contracts of a similar nature.)

M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work. Bidder is also available to commence work as designated in mowing calendar schedule and as ground conditions allows.

N. Bidder 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. Bidder 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.

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, for an initial one (1)-year term, to the lowest responsible and eligible Bidder, based upon the lowest total hourly rate, based upon historical quantity estimates, to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The undersigned agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the sum of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

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 of Massachusetts 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 undersigned agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Coviello Electric & General Contracting Co., Inc.

Name of Bidder

55 Corcord Street

Address of Bidder

North Reading, MA 01864

Telephone Number 781-391-4050

By: _____, Pres. 12/20/2016

(Signature) Date

Sergio Coviello
Printed Name

President
Printed Title

ceic@comcast.net
E-mail Address

Appendix 2

CERTIFICATE OF NON-COLLUSION

The undersigned 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 certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Name of Bidder

Coviello Electric & General Contracting Co., Inc.

Address of Bidder

55 Concord Street
North Reading, MA 01864

781-391-4050 X 223

Telephone Number

By: _____, Pres.
(Signature)

12/20/2016
Date

Sergio Coviello

Printed Name

President

Printed Title

ceic@comcast.net

E-mail Address

Appendix 3

CERTIFICATE OF TAX COMPLIANCE

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

Name of Bidder

Coviello Electric & General Contracting Co., Inc.

Address of Bidder

55 Concord Street
North Reading, MA 01864

781-391-4050 X 223

Telephone Number

By: _____, Pres. 12/20/2016

(Signature) Date

Sergio Coviello

Printed Name

President

Printed Title

ceic@comcast.net

E-mail Address

Appendix 4

CONFLICT OF INTEREST CERTIFICATION

The Bidder 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 pursuant to this Invitation for Bids.

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 (pursuant to this Invitation for Bids) 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 Bidder.

Coviello Electric & General Contracting Co., Inc.
Name of Bidder

55 Concord Street
Address of Bidder

North Reading, MA 01864

781-391-4050 X 223
Telephone Number

By: _____, Pres. (Signature)

12/20/2016
Date

Sergio Coviello
Printed Name

President
Printed Title

ceic@comcast.net
E-mail Address

Appendix 5

CONFLICT OF INTEREST STATEMENT

The Bidder hereby certifies:

I hereby certify that the Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the Invitation for Bids. I also certify that the Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder
Coviello Electric & General Contracting Co., Inc.

Address of Bidder
55 Concord Street

North Reading, MA 01864

Telephone Number 781-391-4050 X.223

By: _____, Pres. 12/20/2016
(Signature) Date

Sergio Coviello
Printed Name

President
Printed Title

ceic@comcast.net
E-mail Address

Appendix 6

CERTIFICATE OF CORPORATE BIDDER

I, Sharon Coviello, certify that I am the Secretary of the Corporation named as Bidder in the attached Bid Form; that Sergio Coviello, who signed said Bid Form on behalf of the Bidder was then President of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Coviello Electric & General Contracting Co., Inc.
Name of Bidder

55 Concord Street
North Reading, MA 01864
Address of Bidder

781-391-4050 X 223
Telephone Number

By: Sharon Coviello, Sec.
(Signature)

12/20/2016
Date

Sharon Coviello
Printed Name

Secretary
Printed Title

ceic@comcast.net
E-mail Address

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

Appendix 7

CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

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

Coviello Electric & General Contracting CO., Inc.
Name of Bidder

55 Concord Street
North Reading, MA 01864
Address of Bidder

781-391-4050 X 223
Telephone Number

By: _____, Pres.
(Signature)

12/20/2016
Date

Sergio Coviello
Printed Name

President
Printed Title

celc@comcast.net
E-mail Address

Appendix 8

CERTIFICATE OF NON-DEBARMENT

The Bidder 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 Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Bidder
Coviello Electric & General Contracting Co., Inc.

Address of Bidder
55 Concord Street
North Reading, MA 01864

781-391-4050 X 223

Telephone Number

By: _____, Pres. 12/20/2016
(Signature) Date

Sergio Coviello
Printed Name

President
Printed Title

ceic@comcast.net
E-mail Address

Appendix 9

PREVAILING WAGE RATES

See attached document.

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Coviello Electric and General Contracting Co., Inc.
25 Garfield Ave, Woburn, MA 01801

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company

a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto Town Of Natick

as Obligee, hereinafter called the Obligee, in the sum of 5% of the attached bid. Dollars ($ 20,000), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Street Light Maintenance

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

Signed and sealed this 19th day of December, 2016.

(Witness)

(Witness)

COVIELLO ELECTRIC AND GENERAL CONTRACTING CO., INC.
(Principal)

Sergio Coviello, President (Title)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

Steven E. Poore , Attorney-in-fact (Title)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, February 1970 Edition

From: SALEM FIVE BOYLE INSURANCE SERVICES LLC
Telephone 781-933-3100 Fax 781-933-9048

To:
Travelers Insurance Co.
Eric Pratt
epratt@travelers.com
Phone 781-817-8444
Fax 866-216-5952

BID BOND REQUEST

DATE 12/19/16

INSURED: Coviello Electric & General Contracting Co., Inc.
55 Concord St, North Reading, MA 01864

BID DATE: 12/20/16

OWNER: Town of Natick

BID AMOUNT: 5% of the attached Bid

Contract Price: $20,000.00

NAME OF THE JOB: Streetlight Maintenance

SCOPE OF WORK: Street Light Maintenance

PENALTY: NA

COMPLETION DATE: 2 years

BID RESULTS:

100% Payment & 100% Performance Bond

Coviello Electric & General Contracting Co., Inc.

55 CONCORD STREET NORTH READING, MASSACHUSETTS 01864
(781) 391-4050

Town of Natick
Street Light Maintenance
12/20/2016

A Experience and Qualifications - Coviello Electric has been incorporated in the State of Massachusetts since 1979. We have provided streetlight and traffic signal installation, maintenance and repair to the Massachusetts Highway Department, the Department of Conservation and Recreation and various Cities and Towns. We have enclosed a copy of our current MHD Prequalification Certificate, indicating our bonding capacity, both single limit and program. This project will not exceed either limit and is easily incorporated into our current workload. There have been no name changes & there are no pending lawsuits.

B Qualifications - Coviello Electric is Pre-Qualified by MassDOT in all phases of lighting & traffic. A copy is attached.

C Jared Coviello would be the foreman for this project. He would be responsible for scheduling the appropriate personnel to repair and maintain the City's streetlights. Mr. Coviello is a Master Electrician in the State of Massachusetts. He has worked for Coviello Electric since 2000 and has been responsible for a variety of street light maintenance and conversion projects. In addition, Mr. Coviello has IMSA Level II Certifications in both Roadway Lighting and Traffic Signal Maintenance and is HAZMAT Certified.

D The bidder provides now and will continue to provide supervision of the work performed on all contracts.

E Certificate of Insurance attached.

F See Projects & References Attached.

G Coviello Electric has not defaulted on any contract.

H Permanent Place of Business:
55 Concord Street
North Reading, MA 01864

I We maintain a full time staff, own several bucket trucks, a crane and associated vehicles and equipment for the maintenance of the street lighting and traffic signal systems we service for the Department of Conservation, the Massachusetts Highway Department and various cities & towns. In addition, Coviello Electric is a member of IBEW Local 103 and has its members available should it ever become necessary.

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& General Contracting Co., Inc.
55 CONCORD STREET NORTH READING, MASSACHUSETTS 01864
(781) 391-4060

Coviello Electric is prepared to take over maintenance of the street lighting system upon receipt of Notice to Proceed. The employees who will be assigned to the Gloucester Street Light Maintenance Project are as follows:

Jared Coviello, IMSA Roadway Level II
Adam Coviello, IMSA Roadway Level I

J Please see MHD Prequalification Certificate indication Project and Bonding limits in excess of those required to service the Town of Natick's Streetlights.

K Coviello is a Massachusetts Corporation in good standing. A certificate can be supplied at the contract stage.

L Coviello has performed satisfactorily on all similar contracts. See Projects and References attached.

M Coviello Electric is prepared to take over maintenance of the street lighting system upon receipt of Notice to Proceed. The employees who will be assigned to the Gloucester Street Light Maintenance Project are as follows:

N Coviello Electric certifies that we are able to furnish labor that can work in harmony with all of the labor employed or to be employed on this project.

O All of Coviello's employees have completed the 10 hour OSHA course.

2 - # 9 All certificates are signed and attached.

10 A Certificate of Insurance is attached.

11 - # 12 A bid bond is issued for a project only if the bonding company is willing to provide 100% Payment and Performance Bonds for the project.

Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas J. Tinlin, Administrator

massDOT
Massachusetts Department of Transportation
Highway Division

COVIELLO ELECTRIC & GENERAL
25 GARFIELD AVE
WOBURN, MA 01801-4337

February 24, 2016
Prequalification Certificate No C128-32

Dear Contractor:

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

Qualified Class of Work	Limit Amount	Qualified Class of Work	Limit Amount
Electrical–All Type–Including Electrical Maintenance	$3,000,000.00	Highway - Lighting	$5,700,000.00
Intelligent Transportation Systems	$500,000.00	Traffic Signals	$4,400,000.00

Bonding Capacity $25,000,000.00 Bond Single Limit $15,000,000.00 Expiration Date 2/28/2017

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until February 28, 2017 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at (857) 368-8660 or email to prequal.r109@state.ma.us.

Contractors may only obtain an Official Compact Disc (CD) for work in the categories for which they are listed on this certificate. Upon approval, the official bidder shall be entitled to receive an officially numbered compact disc (CD) containing the plans and specifications.

Very truly yours,
THE PREQUALIFICATION COMMITTEE

By:
Jerrell Riggins
Director of Construction Prequalification

COVIELE-02 LCARUSO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2016

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

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

PRODUCER
Salem Five Insurance Services, LLC
445 Main Street
Woburn, MA 01801

CONTACT NAME:
PHONE (A/C, No, Ext): (781) 933-3100 FAX (A/C, No): (781) 933-9048
E-MAIL ADDRESS: insurance.services@salemfive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Security Insurance Co	24198
INSURER B: Peerless Insurance	
INSURER C: CRUM FOSTER	0023
INSURER D: Liberty Mutual Insurance	
INSURER E: Evanston Ins Co	
INSURER F:	

INSURED
Coviello Electric & General Contracting Co Inc
25 Garfield Ave
Woburn, MA 01801

CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS56339724	10/28/2015	10/28/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA8530209	10/28/2016	10/28/2016	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB / X OCCUR			5811081275	10/28/2015	10/28/2016	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED / X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC6319382875015	10/28/2015	10/28/2016	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Umbrella(C)			MKLV10LE102844	07/18/2015	10/28/2016	Excess Umbrella	5,000,000

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

CERTIFICATE HOLDER

For Insurance Purpose Only.

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

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#	YEAR	DESCRIPTION	ID#	REG.#
18	2016	Ford F550	1FDUF5GT0GEA85413	S43386
5	2015	Ford F550	1FDUF5GT9FEC84913	S49459
30	2015	Ford F550	1FDUF5GT8FEC72820	R86712
2	2015	Ford Drwsup	1FDUF5GT1FEC72822	S19769
6	2014	Ford F550	1FDUF5GT3EEB56293	R62542
15	2011	Ford Bucket	1FDUF5GT1BEA47925	N42875
11	2011	Hino Loop Truck	5PVNE8JV1B4S52013	R72371
24	2010	Kenworth T270 White	2NKHHM6X7AM262446	N60585
14	2008	Ford Bucket	1FDAF56R88ED46393	R12-791
16	2008	Ford - Econoline Van	1FTSE34L18DA68201	R81610
3	2006	INTL-TMA /Yellow	1HTMMAAM06H186794	R42051
4	2005	GMC C5500 PU w/Bucket	1GDE5C1295F528967	N52602
10	2004	GMC - C7500 (Rack)	1GDJ7C1C64F901043	R49202
7	2004	Chevy Van CC5C042 (Loop)	1GBE5C11X4F501825	K71412
8	2001	Ford F550 Cab Chassis	1FDAF56F41EB07399	J18383
		Altec L37-M (0900-CW0273)		
21	2000	Medcon Freightliner/Digger	1FV2HJBA0YHF20071	R33632
60	2000	Ford - F750 (60' Bucket)	3FDXF75H6YMA12632	R75880
98	1998	Ford LT 8500	1FDZW86E1WVA06193	R69857
	2015	Wanco Arrow Brd-Black	5F11S1016F1003569	D16178
	2011	Wanco Arrow Brd-Orange	5F11S1010B1001948	B61120
	2011	Wanco Arrow Brd-Orange	5F11S1013B1001667	772362
	2001	Ingersoll Compressor	326545UKL295	641634
		Generator 3500		
		Generator 5500	512236089	
		763 Bobcat - No Regis.		
	2015	Trailer	16VCX2026F2005878	C92655
	2010	Trailer	4FVLSACA1DU448587	C33570
	2010	Trailer	4FVLSACA1DU448588	C33569

Coviello Electric & General Contracting Co, Inc.
55 Concord St.
North Reading MA 01864
781-391-4050
781-395-4416 fax

List of Current Electricians

	Journeyman		Masters	
Richard Gallagher	27779E	7/31/2016	12274A	7/31/2016
David Carreiro	50205E	7/31/2016		
Jared Coviello	12447B	7/31/2016	21344-A	7/31/2013
Adam Coviello	52911B	7/31/2016		
Sergio Coviello	21612E	7/31/2016	9947A	7/31/2016
Jean Menezes	14656B	7/31/2016		
Robert Dawe	834JR	7/31/2013	862MR	7/31/2013
Bruno Torres	52869B	7/31/2016		
Robert Baranow	34652E	7/13/2016		
Gerry Fernandez	735JR	7/13/2016		

Current Projects & References	Estimated Cost	Completion Date	Project Engineer	Telephone
Town of Waltham - Street Light Maintenance	$141,000.00	12/31/2016	Tim Kelly	781-389-6044
City of Lynn - Street Light Maintenance	$373,045.60	1/30/2017	Joe Smart	781-586-6712
Town of Canton - Street Light Maintenance	$77,345.48	6/21/2016	William Friel	508-821-5000
Town of Bedford - Street Light Maintenance	40,770.00	10/31/2017	Rich Warrington	781-275-7605
Town of Framingham - Street Light Maintenance	67,319.28	7/31/2017	Peter Tessicini	508-532-5985 X 4985
Town of Melrose - St. Light & Traffic Maintenance	37,763.20	7/14/2017	Rick Cantone	781-389-7883
City of Quincy - Street Light Maintenance	95,000.00	7/31/2017	Al Gracioso	617-376-1990
City of Lowell - Street Light Maintenance	$199,177.00	12/31/2016	Ralph Snow	978-674-4111
Town of Stoughton - Traffic Signal Maintenance	$25,000.00	6/30/2016	John Batchelder	781-344-2112
Town of Stoughton - Street Light Maintenance	$92,468.00	1/31/2017	John Batchelder	781-344-2112
City of Malden - Street Light Maintenance	$36,782.28	12/31/2016	James Norton	781-397-7126
Department of Conservation & Recreation	$1,500,000.00	6/30/2016	Yvonne Jones	617-626-1489
Street Light Maintenance Since 2000				
DCR LED Retrofit - Phase One	2,175,892.00	2/30/2016	Yvone Jones	617-626-1489
Massachusetts Highway Department				
District # 4 - Traffic Signal Improvements	$673,023.50	7/1/2016	Michael Karas	781-641-8484
District # 2 - Highway Lighting - Springfield	$875,000.00	12/31/2016	Daniel Boucher	413-325-4586
District # 6 - Traffic Maintenance	$1,787,113.00	12/31.2016	Emil Vezaroz	617-951-6030
District # 5 - Fall River - Bridge Lights	$387,000.00	12/31/2016	Ken Charlton	617-951-6030
District # 3 - Highway Lighting	$416,000.00	6/31/2016	Robert Babb	508-754-7204 X 233
District # 3 - Traffic Upgrades	$884,000.00	6/31/2016	Robert Babb	508-754-7204 X 233
District # 4 - Highway Lighting	$518,420.20	3/27/2015	Michael Karas	781-640-8484
District # 6 - Traffic Maintenance	$946,795.00	2/18/2016	Emil Vezarov	617-951-6030
District # 5 - RTTM - Barnstable	$1,144,444.44	12/31/2016	Ken Charlton	617-951-6030
District # 6 - ITS Maintenance	$874,000.00	2/27/2016	James DeLashmit	857-368-5420

Current Projects & References	Completion Date	Project	Telephone
Town of Waltham - Street Light Maintenance	12/31/2016	Tim Kelly	781-389-6044
City of Lynn - Street Light Maintenance	1/30/2017	Joe Smart	781-286-6712
Town of Bedford - Street Light Maintenance	10/31/2017	Rich Warrington	781-275-7605
Town of Framingham - Street Light Maintenance	7/31/2017	Peter Tessini	508-532-5985 X 4985
Town of Melrose - StrLight & Traffic Manintenance	7/14/2017	Rick Cantone	781-389-7883
City of Quincy - Street Light Maintenance	7/31/2017	Al Gracioso	617-376-1990
Town of Stoneham - Traffic Signal Maintenance	12/31/2016	Larry Brofey	781-438-0760
Town of Stoughton - Traffic Signal Maintenance	12/31/2015	John Batchelder	781-344-2112
Town of Stoughton - Street Light Maintenance	1/31/2016	John Batchelder	781-344-2112
City of Malden - Street Light Maintenance	12/31/2016	James Norton	781-397-7126
Department of Conservation & Recreation			
Street Light Maintenance	6/30/2016	Yvonne Jones	617-626-1489
DCR LED Retrofit - Phase One	12/20/2015	Yvonne Jones	617626-1489
Mass. Highway Department			
District # 4 - Traffic Signal Improvements	7/1/2015	Michael Karas	781-641-8484
District # 2 - Highway Lighting - Springfield	12/31/2015	Daniel Boucher	413-325-4586
District # 6 - Traffic Maintenance	12/31.2016	Emil Vezaroz	617-951-6030
District # 5 - Fall River - Bridge Lights	12/31/2016	Ken Charlton	774-286-6337
District # 3 - Highway Lighting	6/31/2015	Robert Babb	508-754-7204 X 233
District # 3 - Traffic Upgrades	6/31/2015	Robert Babb	508-754-7204 X 233
District # 4 - Highway Lighting	3/27/2015	Michael Karas	781-640-8484
District # 6 - Traffic Maintenance	2/18/2016	Emil Vezarov	617-951-6030
District # 5 - RTTM - Barnstable	12/31/2016	Ken Charlton	617-951-6030
District # 6 -ITS Maintenance	2/27/2015	James DeLashmit	857-368-5420

References

District # 4 - Traffic Signal Improvements	Michael Karas	781-641-8484
District # 6 - Traffic Signal Improvements	Emil Vezarov	617-951-6030
DCR - Traffic & Street Lighting	Yvonne Jones	617-626-1489

Previous Projects - OWNER	DESCRIPTION	AMOUNT	COMPLETION
MassDOT - District # 2 Springfield	Highway Lighting	$875,000.00	6/30/2015
MassDOT - District # 6	Traffic Maintenance	$946,795.00	6/30/2015
MassDOT - District # 5	Fall River - Bridge Lights	$ 387,000.00	1/15/2016
MassDOT - District # 4	Highway Lighting	$ 518,420.00	9/1/2015
Town of Stoneham	Street Light Maintenance	$74,625.00	12/31/2014
Town of Stoneham	Traffic Maintenance	$50,000.00	12/31/2014
Mass Highway Department - District # 4	Highway Lighting	$1,384,100.00	5/31/2015
Norfolk County	Diesel Generator Installation	$28,710.00	2/7/2014
Town of Woburn	Street Light Maintenance	$116,424.00	12/31/2014
City of Boston	Traffic Signals - Six Locations	$1,001,657.00	12/31/2013
Town of Fairhaven	Street Lighting	$65,000.00	6/30/3013
Mass. Highway Department - District # 3	Highway Lighting	$450,377.59	6/30/2012
City of Lynn - Decorative Lighting	Install Decorative Lights	$605,461.00	3/21/2012
Town of Swampscott - Street Light Maintenance	Street Light Maintenance	$61,165.00	12/31/2011
City of Lynn - Street Light Maintenance	Street Light Maintenance	$691,466.00	1/30/2012
District # 3 - Traffic Betterments	Traffic Upgrades	1,057,359.00	10/28/2011
City of Framingham	Street Light Maintenance	$255,000.00	8/15/2011
Tewksbury Housing Authority	Site Lighting Project	$40,475.60	4/27/2011
Mass. Highway Department - District # 3	Highway Lighting	$1,141,920.00	12/31/2010
City of Woburn	Street Light Maintenance	$239,797.00	11/30/3010
Mass. Highway Department - District # 5	Traffic Betterments	$761,523.14	12/31/2008
Mass. Highway Department - District # 3	Highway Lighting	$1,262,222.00	12/31/2008
Mass Highway Department - District # 3	Traffic Improvements	$703,120.00	12/31/2008
Mass. Highway Department - District # 4	Traffic Signal Betterments	$2,232,907.00	9/30/2008
Mass. Highway Department - District # 4	Traffic Signal Betterments	$1,200,000.00	11/30/2005
Mass. Highway Department - District # 4	Highway Lighting	$1,300,000.00	11/5/2005
Dept. Conservation & Recreation - Traffic Approx 22 Years			
Charles River Districts	Traffic Maintenance	$555,812.00	1/3/2006
Middlesex Fells & Revere Beach Dist.	Traffic Maintenance	$589,975.00	1/3/2006
Blue Hills & Old Colony Districts	Traffic Maintenance	$542,945.00	1/31/2006
North Regions	Traffic Maintenance	$895,000.00	1/31/2008
South & Harbor Regions	Traffic Maintenance	$1,431,520.00	1/31/2008
DCR - Street Lighting All District Since 2000	Street Lighting	$4,213,028.54	6/30/2012
Traffic Maintenance North Region	Trafic Maintenance	$3,188,570.11	11/14/2012
Traffic Maintenance South & Harbor Regions	Traffic Maintenance	$1,916,461.43	11/14/2012
Mass. Highway Department - District # 3	Highway Lighting	$360,900.00	12/31/2005

Previous Projects - OWNER	DESCRIPTION	AMOUNT	COMPLETION
Mass. Highway Department - District #4	Traffic Betterments	$970,240.00	5/30/2006
Mass. Highway Department - District # 3	Traffic Betterments	$684,000.00	12/15/2005
Mass. Highway Department - District # 5	Traffic Betterments	$380,059.00	5/30/2007
City of Beverly - Bayside Engineering	Pedestrian Crossing	$69,700.00	9/15/2005
Mass. Highway - District # 3	Traffic Betterments	$772,000.00	9/30/2004
Mass. Highway - District # 5	Traffic Betterments	$489,000.00	9/30/2004
Dist # 4 - Park & Salem Streets	Intersection Installation	$337,000.00	6/30/2004
Dist # 4 - Highway Lighting Chelsea-Revere	Lighting Installations	$441,000.00	7/30/2007
Mass, Highway Department - District # 4	Traffic Improvements	$2,234,240.00	6/30/2008
City of Medford	Decorative Street Lights	$355,112.00	1/30/2003
District # 5 Highway Lights	Lighting Installations	$394,105.00	9/30/2014
City of Boston -Chestnut Hill Lighting	Chestnut Hill Lightomh	$296,104.00	10/31/2014

Previous Projects - OWNER	DESCRIPTION	COMPLETION	Reference	Telephone
MassDOT - District # 2 Springfield	Highway Lighting	6/30/2015	Daniel Boucher	413-325-4586
MassDOT - District # 6	Traffic Maintenance	6/30/2015	Emil Vezaroz	617-951-6030
MassDOT - District # 5	Fall River - Bridge Lights	1/15/2016	Ken Charlton	6179516030
MassDOT - District # 4	Highway Lighting	9/1/2015	Michael Karas	781-641-8484
Town of Stoneham	Street Light Maintenance	12/31/1024	Larry Brofey	781-438-0760
Town of Stoneham	Traffic Maintenance	12/31/2014	Larry Brofey	781-438-0760
Mass Highway Department - District # 4	Highway Lighting	5/31/2015	Michael Karas	781-641-8484
Town of Woburn	Street Light Maintenance	12/31/2014	Tom Quinn	781-932-4492
City of Boston	Traffic Signals - Six Locations	12/31/2014	Wilson Aleman	617-635-2748
MassDOT - District # 3	Traffic Signal Improvements	12/31/2014	Robert Babb	508-754-7204 X 233
Town of Fairhaven	Street Lighting	6/30/2013	Jeffrey Osuch	508-979-4023
Mass. Highway Department - District # 3	Highway Lighting	6/30/2012	Robert Babb	508-754-7204 X 233
City of Lynn - Decorative Lighting	Install Decorative Lights	3/21/2012	Mike Murray	781-586-6773
Town of Swampscott - Street Light Maintenance	Street Light Maintenance	12/31/2011	Gino Cresta	781-596-8860
City of Lynn - Street Light Maintenance	Street Light Maintenance	1/30/2012	Dorothy Thibodeau	781-586-6712
MassDOT District # 3 - Traffic Betterments	Traffic Upgrades	10/28/2011	Robert Babb	508-754-7204 X 233
City of Framingham	Street Light Maintenance	8/15/2011	Ed Burman	508-612-9115
Tewksbury Housing Authority	Site Lighting Project	4/27/2011	Corinne Delaney	978-851-7392 X 12
Mass. Highway Department - District # 3	Highway Lighting	12/31/2010	Robert Babb	508-754-7204 X 233
City of Woburn	Street Light Maintenance	11/30/2010	Tom Quinn	781-932-4492
Mass. Highway Department - District # 5	Traffic Betterments	12/31/2008	Pat McKenna	508-884-4208
Mass. Highway Department - District # 3	Highway Lighting	12/21/2008	Robert Babb	508-754-7204 X 233
Mass. Highway Department - District # 4	Traffic Signal Betterments	9/30/2008	Mike Karas	781-641-8484
Mass. Highway Department - District # 4	Traffic Signal Betterments	11/30/2005	Mike Karas	781-641-8484
Mass. Highway Department - District # 4	Highway Lighting	11/5/2005	Mike Karas	781-641-8484
DCR Traffic Maintenance/ Approx 22 Yrs.				
Charles River Districts	Traffic Maintenance	1/31/2006	Yvonne Jones	617-626-1489
Middlesex Fells & Revere Beach Dist.	Traffic Maintenance	1/31/2006	Yvonne Jones	617-626-1489
Blue Hills & Old Colony Districts	Traffic Maintenance	1/31/2006	Yvonne Jones	617-626-1489
North Regions	Traffic Maintenance	1/31/2008	Yvonne Jones	617-626-1489
South & Harbor Regions	Traffic Maintenance	1/31/2008	Yvonne Jones	617-626-1489
DCR - Street Lighting All District Since 2000	Street Lighting	2/28/2009	Yvonne Jones	617-626-1489
Traffic Maintenance North Region	Traffic Maintenance	11/14/2012	Yvonne Jones	617-626-1489
Traffic Maintenance South & Harbor Regions	Traffic Maintenance	11/14/2012	Yvonne Jones	617-626-1489
Mass. Highway Department - Dist # 4	Traffic Improvements	6/30/2008	Mike Karas	781-641-8484

Previous Projects - OWNER	DESCRIPTION	COMPLETION	Reference	Telephone
MHD District #4 Highway Lighting Chelsea/Revere	Highway Lighting	7/30/2007	Mike Karas	781-641-8484
Mass. Highway Department - District # 3	Highway Lighting	12/31/2005	Robert Babb	508-754-7204 X 233
Mass. Highway Department - District #4	Traffic Betterments	5/30/2006	Mike Karas	781-641-8484
Mass. Highway Department - District # 3	Traffic Betterments	12/15/2005	Robert Babb	508-754-7204 X 233
Mass. Highway Department - District # 5	Traffic Betterments	5/30/2007	Pat McKenna	508-884-4208
City of Beverly - Bayside Engineering	Pedestrian Crossing	9/15/2005	Mike Rizzo	617-625-4696
Mass. Highway - District # 3	Traffic Betterments	9/30/2004	Robert Babb	508-754-7204 X 233
Mass. Highway - District # 5	Traffic Betterments	9/30/2004	Pat McKenna	508-884-4208
Dist # 4 - Park & Salem Streets	Intersection Installation	6/30/2004	Mike Karas	781-641-8484
City of Medford	Decorative Street Lights	1/30/2003	Joe Hurley	781-393-2485
District # 5 - Highway Lights	Highway Lighting	9/30/2014	Pat McKenna	508-884-4208
City of Boston -Chestnut Hill Lighting	Chestnut Hill Lighting	10/31/2014	Bob Astrella	617-593-0064

References

OWNER	DESCRIPTION	Reference	Telephone
DCR - All Districts / Approx 22	Street Lighting - All DCR Locations	Yvonne Jones	617-626-1489
Mass. Highway Department - District # 6	Traffic Maintenance	Emil Vezaroz	617-591-6030 781-844-3221
Mass. Highway Department - District # 4	Traffic Upgrades & Repairs	Tony Neve	978-490-9168

11-600807091

OSHA Occupational Safety and Health Administration

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in

Construction Safety and Health

JARED COVIELLO

SUSAN CHAPMAN
(Trainer name – print or type)

6/6/2013
(Course and date)

OSHA

This card acknowledges that the recipient has successfully completed a 30 hour Occupational Safety and Health Training Course in Construction Safety and Health

Robert Dawe Jr.

Keith M. Prendergast 5/4/2013

(Trainer name – print or type) (Course and date)

COVIELE-02 LCARUSO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2016

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

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

PRODUCER
Salem Five Insurance Services, LLC
445 Main Street
Woburn, MA 01801

CONTACT NAME:
PHONE (A/C, No, Ext): (781) 933-3100 FAX (A/C, No): (781) 933-9048
E-MAIL ADDRESS: insurance.services@salemfive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance	24198
INSURER B: CRUM FOSTER	0023
INSURER C: Liberty Mutual Insurance	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Coviello Electric & General Contracting Co Inc
55 Concord St
North Reading, MA 01864

CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS56339724	10/28/2016	10/28/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BA8530209	10/28/2016	10/28/2017	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			5811075432	10/28/2016	10/28/2017	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED / X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC531S382876016	10/28/2016	10/28/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

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

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PERFORMANCE BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106515794

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Coviello Electric & General Contracting Co Inc
55 Concord St
North Reading, MA 01864

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America
350 Granite Street
Braintree, MA 02184-3905

OWNER (Name and Address):

Town of Natick
Natick Town Hall
13 East Central St
Natick, MA 01760

CONSTRUCTION CONTRACT
Date: January 17th, 2017
Amount: Ten Thousand Dollars 00/100 ($10,000.00)
Description (Name and Location): Maintenance of street lights throughout the town of Natick MA 01760

BOND January 24th 2017
Date (Not earlier than Construction Contract Date): January 17th 2017
Amount: Ten Thousand Dollars 00/100 ($10,000.00)
Modifications to this Bond: ☒ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Coviello Electric & General Contracting Co. Inc.

Signature: _____, Pres.
Name and Title: Sergio Coviello, President

SURETY
Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: _____
Name and Title: Joseph B Duffy, Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:
Salem Five Insurance Services, LLC,
445 Main St.,
Woburn, MA 01801 781-933-3100

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this

Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement betwen the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Certificate No. 006727623

Attorney-In Fact No. 230365

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gerard F. Boyle Jr., Brian D. Boyle, Linda J. Seaver, Steven E. Poore, Joseph B. Duffy, Anna Strazzulla, Linda Holland, Maryann Moccia, Joanne Flaherty, Jean D'Addario, Mabelyn Lopez, and Helene Palmer

of the City of Woburn, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: Robert L. Raney, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 4th day of April, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-8-12 Printed In U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

PAYMENT BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106515794

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Coviello Electric & General Contracting Co Inc
55 Concord Street
North Reading, MA 01864

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America
350 Granite Street
Braintree, MA 02184-3905

OWNER (Name and Address):

Town of Natick
Natick Town Hall
13 East Central St
Natick, MA 01760

CONSTRUCTION CONTRACT
Date: January 17th, 2017
Amount: Ten Thousand Dollars 00/100 ($10,000.00)
Description (Name and Location): Maintenance of street lights throughout the town of Natick MA 01760

BOND
Date (Not earlier than Construction Contract Date): January 24th, 2017
Amount: Ten Thousand Dollars 00/100 ($10,000.00
Modifications to this Bond: ☒ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Coviello Electric & General Contracting Co., Inc.

Signature: Pres.
Name and Title: Sergio Coviello, President

SURETY
Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature:
Name and Title: Joseph B Duffy, Attorney-in-fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone
AGENT or BROKER:
Salem Five Insurance Services, LLC.
445 Main St.,
Woburn, MA 01801 (781) 933-3100

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 1984 edition

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of

the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 1984 edition

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Certificate No. 006727622

Attorney-In Fact No. 230365

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gerard F. Boyle Jr., Brian D. Boyle, Linda J. Seaver, Steven E. Poore, Joseph B. Duffy, Anna Strazzulla, Linda Holland, Maryann Moccia, Joanne Flaherty, Jean D'Addario, Mabelyn Lopez, and Helene Palmer

of the City of Woburn, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: Robert L. Raney, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 4th day of April, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-8-12 Printed In U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

PAYMENT BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106515794

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Coviello Electric & General Contracting Co Inc
55 Concord Street
North Reading, MA 01864

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America
350 Granite Street
Braintree, MA 02184-3905

OWNER (Name and Address):

Town of Natick
Natick Town Hall
13 East Central St
Natick, MA 01760

CONSTRUCTION CONTRACT
Date: January 17th, 2017
Amount: Ten Thousand Dollars 00/100 ($10,000.00)
Description (Name and Location): Maintenance of street lights throughout the town of Natick MA 01760

BOND
Date (Not earlier than Construction Contract Date): January 24th, 2017
Amount: Ten Thousand Dollars 00/100 ($10,000.00
Modifications to this Bond: ☒ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Coviello Electric & General Contracting Co., Inc.

Signature: _____, Pres.
Name and Title: Sergio Coviello, President

SURETY
Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature: _____
Name and Title: Joseph B Duffy, Attorney-in-fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone
AGENT or BROKER:
Salem Five Insurance Services, LLC.
445 Main St.,
Woburn, MA 01801 (781) 933-3100

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 1984 edition

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of

the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company: (Corporate Seal)
Signature: _____ Name and Title: Address:	Signature: _____ Name and Title: Address:

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Certificate No. 006727625

Attorney-In Fact No. 230365

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gerard F. Boyle Jr., Brian D. Boyle, Linda J. Seaver, Steven E. Poore, Joseph B. Duffy, Anna Strazzulla, Linda Holland, Maryann Moccia, Joanne Flaherty, Jean D'Addario, Mabelyn Lopez, and Helene Palmer

of the City of Woburn, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: Robert L. Raney, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 4th day of April, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of January, 20 17

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

PERFORMANCE BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106515794

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Coviello Electric & General Contracting Co Inc
55 Concord St
North Reading, MA 01864

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America
350 Granite Street
Braintree, MA 02184-3905

OWNER (Name and Address):

Town of Natick
Natick Town Hall
13 East Central St
Natick, MA 01760

CONSTRUCTION CONTRACT
Date: January 17th, 2017
Amount: Ten Thousand Dollars 00/100 ($10,000.00)
Description (Name and Location): Maintenance of street lights throughout the town of Natick MA 01760

BOND January 24th 2017
Date (Not earlier than Construction Contract Date): January 17th 2017
Amount: Ten Thousand Dollars 00/100 ($10,000.00)
Modifications to this Bond: ☒ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Coviello Electric & General Contracting Co. Inc.

Signature: _____, Pres.
Name and Title: Sergio Coviello , President

SURETY
Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature: _____
Name and Title: Joseph B Duffy, Attorney-in-fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:
Salem Five Insurance Services, LLC,
445 Main St.,
Woburn, MA 01801 781-933-3100

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this

Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement betwen the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230365

Certificate No. 006727631

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gerard F. Boyle Jr., Brian D. Boyle, Linda J. Seaver, Steven E. Poore, Joseph B. Duffy, Anna Strazzulla, Linda Holland, Maryann Moccia, Joanne Flaherty, Jean D'Addario, Mabelyn Lopez, and Helene Palmer

of the City of Woburn, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: Robert L. Raney, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 4th day of April, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

COVIELE-02 LCARUSO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/20/2017

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

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

PRODUCER:
Salem Five Insurance Services, LLC
445 Main Street
Woburn, MA 01801

CONTACT NAME:
PHONE (A/C, No, Ext): (781) 933-3100 FAX (A/C, No): (781) 933-9048
E-MAIL ADDRESS: insurance.services@salemfive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance	24198
INSURER B: CRUM FOSTER	0023
INSURER C: Liberty Mutual Insurance	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Coviello Electric & General Contracting Co Inc
55 Concord St
North Reading, MA 01864

CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			BKS56339724	10/28/2016	10/28/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			BA8530209	10/28/2016	10/28/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			5811075432	10/28/2016	10/28/2017	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC531S382875016	10/28/2016	10/28/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Streetlight Maintenance
Town of Natick is listed as Additional Insured regarding General Liability as per written contract or agreement.

CERTIFICATE HOLDER

Town of Natick
Procurement Office
75 West Street
Milton, MA 02186

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

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COVIELE-02 LCARUSO

DATE (MM/DD/YYYY) 1/30/2017

CERTIFICATE OF LIABILITY INSURANCE

ACORD

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

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

PRODUCER
Salem Five Insurance Services, LLC
445 Main Street
Woburn, MA 01801

CONTACT NAME:
PHONE (A/C, No, Ext): (781) 933-3100 FAX (A/C, No): (781) 933-9048
E-MAIL ADDRESS: Insurance.services@salemfive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance	24198
INSURER B: CRUM FOSTER	0023
INSURER C: Liberty Mutual Insurance	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Coviello Electric & General Contracting Co Inc
55 Concord St
North Reading, MA 01864

CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS56339724	10/28/2016	10/28/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
	OTHER:						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	AUTOMOBILE LIABILITY			BA8530209	10/28/2016	10/28/2017	BODILY INJURY (Per person)	$
	ANY AUTO						BODILY INJURY (Per accident)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS							$
B	X UMBRELLA LIAB / X OCCUR			5811075432	10/28/2016	10/28/2017	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		WC531S382875016	10/28/2016	10/28/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A				E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Re: Streetlight Maintenance
Town of Natick is listed as Additional Insured regarding General, Automobile and Umbrella/Excess Liability as per written contract or agreement. Insurer will endeavor to provide thirty (30) days notice to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 if the Insurance policy is cancelled or materially amended.

CERTIFICATE HOLDER

Town of Natick
Procurement Office
75 West Street
Milton, MA 02186

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

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The ACORD name and logo are registered marks of ACORD

Town of Natick
Massachusetts 01760
Home of Champions

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

MEMORANDUM

TO: Bryan LeBlanc
Procurement Officer

FROM: Trish O'Neil
Executive Assistant

DATE: December 12, 2017

RE: **Award of Contract(s) / Contract Extension(s)**

Please be advised that at their meeting of December 11, 2017, the Board of Selectmen voted to award the following contract(s) and/or contract extension(s):

Street Light Maintenance Services

First extension of current contract for the year beginning on January 17, 2018 and ending on January 16, 2019 to Coviello Electric & General Contracting, Inc. at a rate of $125 per hour.

Generator Maintenance

Contract award to F.M. Generator, Inc. for the complete main bid work for a three-year term in the amount of $68,925. Not part of the award but also solicited was an hourly rate of $120 per hour for emergency service during regular business hours and $18 per hour for emergency services during off hours. Parts will be billed at cost plus 5 percent.

Funding: DPW Operating Budget - $68,925

Parking Ticket Collection

First extension of current contract for one year at a rate of $14,000/year.

cc: Arti Mehta, Comptroller
Jeremy Marsette, DPW Director
Steve Price, Collector/Treasurer

TOWN OF NATICK
MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Kevin Coxall, Maintenance Manager

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: October 11, 2018

SUBJECT: **CONTRACT EXTENSION**
ON-CALL ELECTRICAL SERVICES

In Fall of 2016, the Town of Natick entered into a contract with Lantern Lite & Electric for on-call electrical repair services for Town buildings. The term of this contract was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. The rate was $80.00/hr., with an estimated rate of 300 annual hours at Town buildings.

The current contract was procured and vetted through a very carefully drafted Invitation for Bids, seeking the lowest responsible and eligible bidder.

On September 18, 2017, the Natick Board of Selectmen voted to exercise its first option for renewal.

We have reviewed market conditions and have determined that no firm would likely meet the rate received in the 2016 bid. In fact, the bid we received in 2016 was, by far, the lowest.

Lantern Lite & Electric has continued to perform extremely well in its current contract with the Town. Given this set of circumstances, as well as Lantern Lite & Electric beneficial performance, we recommend it to be in the Town's best interest to exercise its first extension of the current contract – for the year beginning on November 2, 2018, and ending on November 1, 2019. Assuming the Selectmen are so inclined to do so, renewal may be accomplished by executing the attached draft correspondence to Lantern Lite & Electric. Please advise if you have any questions or require additional information.

Funding: Facilities Department Operating Budget ($24,000)

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

October 29, 2018

Mr. John H. Kingsley, President
Lantern Light & Electric, Inc.
11 Oakview Circle
Medway, MA 02053

RE: On Call Electrical Services Contract

NOTICE OF EXERCISE OF SECOND RENEWAL TERM

Dear Mr. Kingsley:

As you are aware, the Town of Natick, Massachusetts and Lantern Light & Electric are parties to a contract for on-call electrical services in the Town of Natick ("Contract.")

Article 3 of the Contract, entitled "Term," provides as follows: "The term of this Contract shall commence as of the date specified in the opening paragraph, above, 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. "

On September 18, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for one (1) additional one (1)-year renewal term. This option year was set to expire on November 1, 2018. On October 29, 2018, the Natick Board of Selectmen exercised its second option to extend the Contract for the second additional one (1)-year renewal term. This letter shall serve as notice to Lantern Light & Electric of the Town's exercise of its second option. The contract shall now expire on November 1, 2019.

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

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

_____

Amy K. Mistrot, Chair

_____

Susan G. Salamoff, Vice Chair

_____

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
Kevin Coxall, Maintenance Manager
Arti P. Mehta, Comptroller
Karis L. North, Esq.

Town of Natick
Massachusetts 01760
Home of Champions

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

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

September 18, 2017

Mr. John H. Kingsley, President
Lantern Light & Electric, Inc.
11 Oakview Circle
Medway, MA 02053

RE: On Call Electrical Services Contract
NOTICE OF EXERCISE OF FIRST RENEWAL TERM

Dear Mr. Kingsley:

As you are aware, the Town of Natick, Massachusetts and Lantern Light & Electric are parties to a contract for on-call electrical services in the Town of Natick ("Contract.")

Article 3 of the Contract, entitled "Term," provides as follows: "The term of this Contract shall commence as of the date specified in the opening paragraph, above, 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."

On September 18, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on November 1, 2018. This letter shall serve as notice to Lantern Light & Electric of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so.

All provisions of the Contract shall remain in full force and effect during these option periods.
Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

Board of Selectmen ▪ 13 East Central Street ▪ Natick, Massachusetts 01760 ▪ Phone: (508) 647-6410 ▪ Fax (508) 647-6401
Website: www.natickma.gov ▪ Email: selectmen@natickma.org

Jonathan H. Freedman, Chair

Susan G. Salamoff, Vice Chair

Richard P. Jennett, Jr., Clerk

Michael J. Hickey, Jr.

Amy K. Mistrot

Cc: Martha L. White, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
James Kane, Director of Facilities
Kevin Coxall, Maintenance Manager
Arti P. Mehta, Comptroller
John P. Flynn, Esq.

Town of Natick
Massachusetts 01760
Home of Champions

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

MEMORANDUM

TO: Bryan LeBlanc
Procurement Officer

FROM: Trish O'Neil
Executive Assistant

DATE: November 4, 2016

RE: **Award of Contracts**

Please be advised that at their meeting of November 2, 2016, the Board of Selectmen voted to award the following contracts:

Springvale Well No. 4 Replacement Project o Maher Services, Inc. in the amount of $127,305.00, funded by the Water Sewer Enterprise Fund.

On-Call Electrical Maintenance and Repair Services to Lantern Light & Electric, Inc. at a rate of $80.00 per hour, assuming a total of 300 annual hours of work, for a one-year period with two one-year renewal options, funded by the Facilities Department Operating Budget.

cc: Jeremy Marsette, DPW
Jim Kane, Facilities
Ginny Cahill, Comptroller

Board of Selectmen ▪ 13 East Central Street ▪ Natick, Massachusetts 01760 ▪ Phone: (508) 647-6410 ▪ Fax (508) 647-6401
Website: www.natickma.gov ▪ Email: selectmen@natickma.org

TOWN OF NATICK
MASSACHUSETTS

TO: Natick Board of Selectmen
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
James Kane, Director of Facilities
Kevin Coxall, Maintenance Manager

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: September 8, 2017

SUBJECT: **CONTRACT EXTENSION**
ON-CALL ELECTRICAL SERVICES

In Fall of 2016, the Town of Natick entered into a contract with Lantern Lite & Electric for on-call electrical repair services for Town buildings. The term of this contract was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. The rate was $80.00/hr., with an estimated rate of 300 annual hours at Town buildings.

The current contract was procured and vetted through a very carefully drafted Invitation for Bids, seeking the lowest responsible and eligible bidder. We have reviewed market conditions and have determined that no firm would likely meet the rate received in the 2016 bid. In fact, the bid we received in 2016 was, by far, the lowest.

Lantern Lite & Electric has continued to perform extremely well in its current contract with the Town. Given this set of circumstances, as well as Lantern Lite & Electric beneficial performance, we recommend it to be in the Town's best interest to exercise its first extension of the current contract – for the year beginning on November 2, 2017, and ending on November 1, 2018. Assuming the Selectmen are so inclined to do so, renewal may be accomplished by executing the attached draft correspondence to Lantern Lite & Electric. Please advise if you have any questions or require additional information.

DEPARTMENT OF PUBLIC WORKS • 75 WEST STREET • NATICK, MASSACHUSETTS 01760
TEL. 508-647-6550 • FAX. 508-647-6560 • WWW.NATICKMA.GOV

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

September 18, 2017

Mr. John H. Kingsley, President
Lantern Light & Electric, Inc.
11 Oakview Circle
Medway, MA 02053

RE: On Call Electrical Services Contract

NOTICE OF EXERCISE OF FIRST RENEWAL TERM

Dear Mr. Kingsley:

As you are aware, the Town of Natick, Massachusetts and Lantern Light & Electric are parties to a contract for on-call electrical services in the Town of Natick ("Contract.")

Article 3 of the Contract, entitled "Term," provides as follows: "The term of this Contract shall commence as of the date specified in the opening paragraph, above, 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. "

On September 18, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, has exercised both its first option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on November 1, 2018. This letter shall serve as notice to Lantern Light & Electric of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so.

All provisions of the Contract shall remain in full force and effect during these option periods.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

_____

Jonathan H. Freedman, Chair

_____

Susan G. Salamoff, Vice Chair

_____

Richard P. Jennett, Jr., Clerk

_____

Michael J. Hickey

_____

Amy K. Mistrot

cc. Martha L. White, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
James Kane, Director of Facilities
Kevin Coxall, Maintenance Manager
Arti P. Mehta, Comptroller
John P. Flynn, Esq.

Town of Natick

Massachusetts 01760

Home of Champions

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

MEMORANDUM

TO: Bryan LeBlanc
Procurement Officer

FROM: Trish O'Neil
Executive Assistant

DATE: November 4, 2016

RE: **Award of Contracts**

Please be advised that at their meeting of November 2, 2016, the Board of Selectmen voted to award the following contracts:

Springvale Well No. 4 Replacement Project o Maher Services, Inc. in the amount of $127,305.00, funded by the Water Sewer Enterprise Fund.

On-Call Electrical Maintenance and Repair Services to Lantern Light & Electric, Inc. at a rate of $80.00 per hour, assuming a total of 300 annual hours of work, for a one-year period with two one-year renewal options, funded by the Facilities Department Operating Budget.

cc: Jeremy Marsette, DPW
Jim Kane, Facilities
Ginny Cahill, Comptroller

Board of Selectmen ▪ 13 East Central Street ▪ Natick, Massachusetts 01760 ▪ Phone: (508) 647-6410 ▪ Fax (508) 647-6401
Website: www.natickma.gov ▪ Email: selectmen@natickma.org

TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

November 29, 2016

Mr. John H. Kingsley, President
Lantern Light & Electric, Inc.
11 Oakview Circle
Medway, MA 02053

RE: ON-CALL ELECTRICAL SERVICES

Dear Mr. Kingsley:

Please find enclosed a fully-executed form of contract. James Kane, Facilities Director, will be in contact to arrange commencement of any necessary work.

Please let me know if you have any questions. Thank you for your assistance!

Very truly yours,

Bryan R. Le Blanc

cc. William Chenard, Deputy Town Administrator – Operations
Virginia Cahill, Comptroller

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

This Contract is made this second day of November, 2016, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Lantern Light & Electric, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 11 Oakview Circle, Medway, MA 02053 (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 on-call electrical maintenance and repair services, as set forth in the Invitation for Bids for On-Call Electrical Maintenance and Repair Services in the Town of Natick, Massachusetts, issued by the Natick Board of Selectmen, 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 term of this Contract shall commence as of the date specified in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid 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 IFB (if any)

Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

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 Bid, 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 Bids, 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, 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.

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 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 Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town 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 Agreement.

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.

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 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

IFB 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. The amount of such Performance Bond shall be calculated by multiplying the Contractor's hourly rate bid by the historical number of hours in a contract year, which is three hundred (300) hours.

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. The amount of such Labor and Materials Payment Bond shall be calculated by multiplying the Contractor's hourly rate bid by the historical number of hours in a contract year, which is three hundred (300) hours.

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 Substances Prohibited

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

to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town 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 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 such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

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

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

If to the Contractor: President
Lantern Light & Electric, Inc.
11 Oakview Circle
Medway, MA 02053.

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 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 Agreement, the Contractor certifies under penalties of perjury that its Bid 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 Agreement, 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 Bid 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 agreement, any statutorily-mandated provisions contained herein shall control.**

n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.

o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town 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. 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.

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

Richard P. Jennett, Jr., Chairman

Nicholas S. Mabardy, Vice Chairman

Jonathan H. Freedman, Clerk

John J. Connolly

Susan G. Salamoff

Dated: _____

Lantern Light & Electric, Inc.

by:

Signature

Printed Name

Clerk

Printed Title

Dated: 11-11-16

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.

Virginia W. Cahill
Comptroller, Town of Natick

Dated: 11/23/16

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

John P. Flynn, Esq.

Dated: November 22, 2016

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

CERTIFICATE OF VOTE

I, Lisa Kingsley, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting Clerk of
(Title)
Lenkem Light + Electric, Inc.
(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on 11 20 10, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either Lisa Kingsley, Clerk;
(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 11 day of November, 20 10 and has not been changed or modified in any respect.

Lisa Kingsley
Signature

Lisa Kingsley
Printed Name

Clerk
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.)

APPENDIX 1
TOWN OF NATICK
BID FORM
(5 pages)

The undersigned hereby submits a sealed bid for electrical maintenance and repair services in the Town of Natick, Massachusetts.

Printed Name of Bidder:
Lantern Light + Electric, Inc.

Address: 11 Oakview Circle

Medway, MA 02053

The Bidder hereby pledges to deliver the scope of services required for the Main Bid Work, at the flat hourly rate noted below. The Town will not provide extra for holidays and overtime or vacation work.

Total Hourly Rate in Words: Eighty Dollars

Total Hourly Rate in Numbers: $80.00

Bidder acknowledges addenda nos. _____

Bidder certifies as follows:

A. Bidder 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 IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a

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

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

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

N. Bidder 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. Bidder 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.

P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest overall hourly rate to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The amount of such Performance Bond shall be calculated by multiplying the Bidder's Hourly Rate Bid times the historical number of hours in a contract year (which is three hundred (300) hours).The amount of such Labor and Materials Payment Bond shall be calculated by

State of Incorporation MA

Principal Place of Business 11 Oakview Circle
Medway, MA 02053

Telephone Number 508-533-2412

Qualified in Massachusetts Yes ✓ No ____

Principal Place of Business in Massachusetts

11 Oakview Circle
Medway, MA 02053

Telephone Number 508-533-2412

Full Legal Name of Surety Company

Western Surety Company

Principal Place of Business of Surety Company

101 South Reid St., Suite 300
Sioux Falls, SD 57103

Telephone Number 800-331-6053

Admitted in Massachusetts Yes ✓ No ____

Place of Business in Massachusetts

no physical address

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned 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 certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Lantern Light & Electric, Inc.
Name of Bidder

11 Oakview Circle
Address of Bidder

Medway, MA 02053

508-533-2412
Telephone Number

By: Lisa Kingsley
(Signature)

Lisa Kingsley
Printed Name

Clerk
Printed Title

10-10-16
Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder 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 pursuant to this Invitation for Bids.

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 (pursuant to this IFB) 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 Bidder.

4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.

5. The Bidder understands that the Bidder, his/her/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.

Lantern Light + Electric, Inc.
Name of Bidder

11 Oakview Circle
Address of Bidder

Medway, MA 02053

508-533-2412
Telephone Number

By: [signature]
(Signature)

Lisa Kingsley
Printed Name

Clerk
Printed Title

10-10-16
Date

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

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

Lantern Light + Electric, Inc.
Name of Bidder

11 Oakwood Circle
Address of Bidder

Medway, MA 02053

508-533-2412
Telephone Number

By: Lisa Kingsley
(Signature)

Lisa Kingsley
Printed Name

Clerk
Printed Title

10-10-16
Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Bidder 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 Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Lantern Light + Electric, Inc.
Name of Bidder

11 Oakwood Circle
Address of Bidder

Medway MA 02053

508 533-2412
Telephone Number

By: Lisa K
(Signature)

Lisa Kingsley
Printed Name

Clerk
Printed Title

10-10-16
Date

Western Surety Company

BID BOND
(Percentage)

Bond Number: 62942822

KNOW ALL PERSONS BY THESE PRESENTS, That we Lantern Light & Electric, Inc. of 11 Oakview Cir., Medway, MA 02053, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto Town of Natick of 75 West St., Natick, MA 01760, hereinafter referred to as the Obligee, in the sum of Five (5 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for On Call Electrical Maintenance and Repair Services in The Town of Natick.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 17th day of October, 2016.

Lantern Light & Electric, Inc.
(Principal)

By _____ (Seal)

Western Surety Company
(Surety)

By _____ (Seal)
James J. Bromage — Attorney-In-Fact

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Form F5878

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62942822

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint James J. Bromage

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Lantern Light & Electric, Inc.

Obligee: Town of Natick

Amount: $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 15, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 17th day of October, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 17th day of October, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of October, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F6308-1-2016

CORMACK-ROUTHIER AGENCY, INC.
INSURANCE and BONDS

ONE HARRY STREET
CRANSTON, RI 02907

TEL: (401) 944-9400
FAX: (401) 944-7360

Monday, October 17, 2016

Town of Natick
75 West Street
Natick, MA 01760

RE: Lantern Light & Electric Inc., 11 Oakview Circle, Medway, MA 02053

Project: On Call Electrical Maintenance & Repair

To Whom It May Concern:

It has been the privilege of Western Surety Company to provide surety bonds for Lantern Light and Electric, Inc. for over four years. Their bonding capacity is single job limit of $350,000 and total bonding capacity of $350,000.

On behalf of Lantern Light & Electric, Inc., Western Surety Company is prepared to issue performance and payment bonds in the amount equal to or greater than One Hundred Percent (100%) of the estimated construction cost for the captioned project.

Please note that the decision to issue performance and payment bonds is a matter between Lantern Light & Electric, Inc. and Western Surety Company, and will be subject to their standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

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

Sincerely,

Cormack Routhier Agency, Inc.

James J. Bromage
Vice President

Appendix 1
Town of Natick
Bid Form

A. Lantern Light & Electric, Inc. has been in business since 1990. From 1990 to 2000 we were known as J. H. Kingsley Electrical. In 2000 we incorporated to change the name of the business, thereunto known as Lantern Light & Electric, Inc. We have never had a lawsuit filed against us.
B. Attached are copies of all electrical licenses held by the business, and by key personnel. Our apprentice does not hold an electrical license yet, but does have his OSHA certification.
C. Compliant.
D. Compliant.
E. Insurance certificate attached.
F. Contact information and completed and current projects attached.
G. We have never defaulted on a project.
H. Our permanent address is: 11 Oakview Circle, Medway, MA 02053 where we maintain an office.
I. Resumes of key personnel attached. We maintained the Natick Public Schools for many years with our 2 main electricians, and when needed added personnel to deliver every request on time. We are a member of the IBEW, Local 103, and have access to help as necessary. We comply with all prevailing wage rate laws in the State of Massachusetts as such. Equipment list attached.
J. We run a financially sound company. We will provide our financial statement upon award. We perform numerous public projects and are DCAM certified and that has already vetted our financial capability to bid and run successfully complete projects.
K. Letter of Good Standing attached.
L. We have never failed to perform satisfactorily on Contracts of a similar nature.
M. We are a member of the IBEW, Local 103 and as such only employ the highest educationally trained and skilled electricians.
N. Compliant.
O. OSHA certification cards attached.
P. Compliant.

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
ELECTRICIANS
ISSUES THE FOLLOWING LICENSE AS A
REG JOURNEYMAN ELECTRICIAN

JOHN H KINGSLEY
11 OAKVIEW CIR
MEDWAY, MA 02053-1317

LICENSE SIGNATURE

33524 07/31/2019 116815
LICENSE NUMBER EXPIRATION DATE SERIAL NUMBER

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
ELECTRICIANS
ISSUES THE FOLLOWING LICENSE AS A
REGISTERED MASTER ELECTRICIAN

JOHN KINGSLEY
LANTERN LIGHT & ELECTRIC INC
11 OAKVIEW CIR
MEDWAY, MA 02053-1317

LICENSE SIGNATURE

17171 07/31/2019 121381
LICENSE NUMBER EXPIRATION DATE SERIAL NUMBER

COPY

OSHA 000161586

U.S. Department of Labor
Occupational Safety and Health Administration

KINGSLEY, JOHN

has successfully completed a 10-hour Occupational Safety and Health Training Course in

Construction Safety & Health

(Trainer) 3/29/07 (Date)

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
ELECTRICIANS
ISSUES THE FOLLOWING LICENSE
AS A REG JOURNEYMAN ELECTRICIAN

PATRICK J CROSSMAN

74 EAST ST

ABINGTON MA 02351-1422

LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER
12677 B	07/31/16	77801

LICENSE SIGNATURE

OSHA

This card acknowledges that the recipient has successfully completed the
30-hour Occupational Safety and Health training for
Construction Safety and Health

Patrick Crossman

Keith Prendergast

(Trainer name - print or type)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2016

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

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

PRODUCER
Fair & Yeager Insurance
10 Main Street
Natick MA 01760

CONTACT NAME: Sara Levesque
PHONE (A/C, No, Ext): (508) 653-3131
FAX (A/C, No): (508) 651-0129
E-MAIL ADDRESS: slevesque@fyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty of America	19046
INSURER B: Safety Indemnity	33618
INSURER C: Travelers Insurance	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Lantern Light & Electric, Inc.
11 Oakview Circle
Medway MA 02053

CERTIFICATE NUMBER: CL165906420 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.

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			680-7Z38519A	3/19/2016	3/19/2017	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 ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			1612156	11/6/2015	11/6/2016	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 250,000
							BODILY INJURY (Per accident)	$ 500,000
							PROPERTY DAMAGE (Per accident)	$ 100,000
							Medical payments	$ 5,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB0560X894	5/8/2016	5/8/2017	WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Subject to policy terms, forms, and conditions.

CERTIFICATE HOLDER

Town of Natick
75 West Street
Natick, MA 01760

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

Arthur Fair III/MHK

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The ACORD name and logo are registered marks of ACORD

REFERENCES
CURRENT PROJECTS
COMPLETED PROJECTS

Lantern Light & Electric, Inc.
11 Oakview Circle
Medway, MA 02053

Town of Medway, 155 Village Street, Medway, MA 02053
Dave D'Amico, 508-533-3275
7 Years, CURRENT PROJECT

Town of Wrentham, 360 Taunton Street, Wrentham, MA 02093
Mike Lavin, 508-384-5477
2 Years, CURRENT PROJECT

Medfield Public Schools, 459 Main Street, Medfield, MA 02052
Al Peterson, 508-359-4798
3 Years, COMPLETED PROJECT

Town of Wakefield, 1 Lafayette Street, Wakefield, MA 01880,
Chris Pierce, 781-246-6301
1 year, CURRENT PROJECT

Town of Wellesley, 30 Municipal Way, Wellesley, MA 02481
Doug Stewart, 781-235-7600
3 Years, COMPLETED PROJECT

Natick Public Schools, 13 East Central Street, Natick, MA 01760
Bob Graham, 508-647-6500
4 years, COMPLETED PROJECT

Milford National Bank, 300 East Main Street, Milford, MA 01757
Peter Mazzini, 508-634-4100, CURRENT PROJECT

Trustees of the Reservation, 572 Essex Street, Beverly, MA 01915,
Chris Bradley, 978-921-1944, 1 year, CURRENT PROJECT

Russco, Inc., 565 Commerce Drive, Suite 2, Fall River, MA 02720
Jeff Bailey, 508-717-9630, COMPLETED PROJECTS:

CHAMPS, Boston, MA 6/2015, SEPHORA, Boston, MA 2/2015, HOLLISTER, Natick, MA 10/2014

John H. Kingsley
11 Oakview Circle
Medway, MA 02053
508-533-2412
lanternlite@verizon.net

Owner:
Lantern Light & Electric, Inc., 2000
J.H. Kingsley Electrical, 1990 (name change due to incorporating business)

Objective:
To continue to operate Lantern Light & Electric, Inc. in an upstanding, ethical, professional manner, have a work environment that is cost effective to my customers, deliver only the highest quality workmanship available. Provide employees with the safest working environment possible.

Education:
Natick High School, 1983, High School Diploma
National Joint Apprentice Training Committee – 1989, Apprentice
National Joint Apprentice Training Committee – 1989, Journeyman Wireman
Joint Apprentice Training Committee for the Electrical Contracting Industry of Greater Boston – 1993 – Estimating
Joint Apprentice Training Committee for the Electrical Contracting Industry of Greater Boston – 1994 – Security

Certifications & Licenses:
Commonwealth of Massachusetts, 1991, Master Electrician, 17171 A
Commonwealth of Massachusetts, 1989, Journeyman Electrician, 33524 E
OSHA certified – 2003
MA Construction Supervisor license – 2013, CS105747
CORI background check – zero failure rate

Professional Affiliations:
IBEW, Local 103, Boston, Massachusetts – member in good standing since 1985

Professional Experience:
Owner of Lantern Light & Electric, Inc., 1990- Present
Oversee employee safety procedures, productivity, efficiency, and quality. Purchasing inventory; estimating projects; coordinating project schedules with Project Owners and Managers; diligent and detailed oriented professional with experience in commercial, industrial, and residential electrical. Proven ability to complete large projects within budget and timeframe. Ensuring all safety guidelines are adhered to. Dedicated and dependable individual who instills this work ethic into his employees.

Areas of expertise include: blueprint interpretation, estimating, contract documents, public work, all low voltage electrical wiring, troubleshooting and repair, tenant upfits, school maintenance contracts, town building maintenance contracts, fire alarm, switch gear, disconnects, control wiring.

Patrick J. Crossman
74 East Street
Abington, MA 02351

Education:
Quincy High School- 1999, High School Diploma
National Joint Apprentice Training Committee – 2007 Journeyman Electrician graduate

Professional Affiliations:
Member of IBEW, Local 103, member in good standing since 2003

Certifications:
OSHA 30 certification – 2010
Drug and CORI testing – 100% no fail history

Skills:
Journeyman Electrician:

Qualified in troubleshooting and repairing electrical panels, breakers, feeders, coils, and, relays; able to perform general maintenance electrical work to tenant upfits and remodels, along with new construction; fire alarm; commercial, industrial, and residential electrical skills; review blueprints; all aspects of low voltage electrical work.

Manages and trains employees on work sites.

Professional and respectful of the environment working in. Clean cut appearance maintained.

MA Journeyman Electrician license #12677 B

Employment :
Lantern Light & Electric, Inc., 2007- Present
General Foreman

Lantern Light & Electric, Inc.

Equipment List

2004 F250

2012 E250

2012 F150

MASSACHUSETTS DEPARTMENT OF REVENUE
PO BOX 7044
BOSTON, MA 02204-7044
CONTACT CENTER
(617) 887-6367

Letter ID: L1164420096
Notice Date: October 14, 2016
Case ID: 0-000-150-620

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

LANTERN LIGHT & ELECTRIC INC
11 OAKVIEW CIR
MEDWAY MA 02053-1317

Why did you receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, LANTERN LIGHT & ELECTRIC 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.

Where can you find additional information?

Visit our website at mass.gov/dor for one-stop access to taxpayer information. You can learn more about state tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights and the appeals process.

You can file most business tax returns, make payments and manage your account at mass.gov/masstaxconnect. You may also contact us by phone 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.

Charlene Hannaford
Acting Deputy Commissioner

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2016

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

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PRODUCER
Fair & Yeager Insurance
10 Main Street
Natick MA 01760

CONTACT NAME: Sara Levesque
PHONE (A/C, No, Ext): (508) 653-3131 FAX (A/C, No): (508) 651-0129
E-MAIL ADDRESS: slevesque@fyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty of America	19046
INSURER B: Safety Indemnity	33618
INSURER C: Travelers Insurance	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Lantern Light & Electric, Inc.
11 Oakview Circle
Medway MA 02053

COVERAGES CERTIFICATE NUMBER: 2016 revised Certificate REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			680-7E38519A	3/19/2016	3/19/2017	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 ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			1612156	11/6/2016	11/6/2017	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 5,000			CUP 007H438100	10/19/2016	3/19/2017	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB0560Y894	5/8/2016	5/8/2017	X WC STATU-TORY LIMITS X OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Subject to policy terms, forms, and conditions. The Town of Natick is named as Additional Insured per written contract on the General Liability, Auto Liability policy for the operations performed on their behalf by the named insured Umbrella is a follow form

CERTIFICATE HOLDER
Natick, Town of
75 West Street
Natick, MA 01760

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
Arthur Fair III/SARA

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Western Surety Company

PAYMENT BOND

ANNUAL BOND FOR A MULTI-YEAR CONTRACT

Bond No. 62949653

KNOW ALL MEN BY THESE PRESENTS, That we, Lantern Light & Electric, Inc.

of Medway, Massachusetts (hereinafter called the Principal), and Western Surety Company (hereinafter called the Surety), are held and firmly bound unto Town of Natick (hereinafter called the Obligee), in the full and just sum of Twenty-Four Thousand and 00/100 Dollars ($ 24,000.00), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bonded Principal has entered into a certain written contract with the above mentioned Obligee dated _____ to _____ for a period of _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the payment of said contract for a period of only one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal shall in accordance with applicable Statues, promptly make payment to all persons supply labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning November 3, 2016 and ending 11/01/2017.
2. No claim, action, suit or proceeding, except as hereinafter set forth; shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety within six months after the completion of the contract.
3. The total amount of the Surety's liability under this bond shall in no event exceed the penal sum hereof.
4. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

Signed and sealed this 3rd day of November, 2016.

Lantern Light & Electric, Inc.

By: _____

Western Surety Company

By: _____ Attorney-in-Fact JAMES J BROMAGE

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Form F6362

PERFORMANCE BOND

Form to be Used When Bonding Only One Year
of a Multi-Year Contract

Bond No. 62949653

KNOW ALL MEN BY THESE PRESENTS: That, Lantern Light & Electric, Inc.

(hereinafter called Principal) as Principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota

and duly authorized and licensed to do business in the State of Massachusetts

(hereinafter called Surety), as Surety, are held and firmly bound unto

Town of Natick

(hereinafter called the Obligee), as Obligee, in the full and just sum of Twenty-Four Thousand and 00/100 Dollars ($ $24,000.00), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned Obligee dated for On Call Electrical Maintenance and Repair Services in The Town of Natick

for a period of 3 years which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract **for a period of only one year.**

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PERFORMANCE BOND
(Page 2 of 2)

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning November 3, 2016 and ending November 1, 2017.

2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligee for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.

4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligee recoverable under this bond.

5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.

6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 3rd day of November, 2016.

Lantern Light & Electric, Inc.
(Principal)

By: [signature]

Western Surety Company
(Surety)

By: JAMES J BROMAGE, Attorney-in-Fact

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62949653

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint JAMES J BROMAGE

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Lantern Light & Electric, Inc.

Obligee: Town of Natick

Amount: $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 1, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 3rd day of November, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 3rd day of November, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA
SEAL

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 3rd day of November, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5308-1-2018

TOWN OF NATICK
MASSACHUSETTS

TO: Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Kurt McDowell, Sassamon Trace Golf Course Manager

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: October 22, 2018

SUBJECT: CONTRACT AWARD
Replacement of the Pump Heads-Sassamon Trace Golf Course

On September 27, 2018, responses were received in response to the Town of Natick's RFR for replacement of the pump heads at the Sassamon Trace Golf Course. Responses were received from two (2) responders. (See attached.)

The lowest bid was received from DAF Services, Inc., of Windsor Locks, CT ("DAF"). It submitted the following prices: $34,589.59 for the main bid work.

After reviewing references and background, it has been determined that DAF is a responsible and responsive responder.

We recommend that the Natick Board of Selectmen award the contract to DAF 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
Central Register Publication:	09/12/2018

Funding information: Natick Spring Annual Town Meeting, Article 13, Table G, Motion G
(Item 3 – Main Pump Heads) – Golf Course Borrowing - $35,000.00
Account No. 601837-580930

Town of Natick

RFR Opening Form

Responses - Replacement of the Pump Heads at the Sassamon Trace Golf Course

Date & Time: September 27, 2018, 11:00 A.M. EDST

	Response Marked		Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda	Certificate of Non-Debarment	Compliance with MGL 151B		Prices
Company Name											
DAF Services, Windsor Locks, CT	x		x	x	x	x	x	x	x		$34,589.59
Winterberry, Southington, CT	x		x	x	x	x	x	x	x		$48,160.00

Signed this 27th day of September 2018

CPO Signature: [illegible]

Witness Signature: Melissa [illegible] 9-27-18

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Public Notification and Quote Process – Sassamon Trace Pump Head Replacement

Date: September 27, 2018

In September, 2018, I received a procurement request for replacement of the Sassamon Trace Pump Heads

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:

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 replacement of the pump heads at the Sassamon Trace Golf Course 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 11:00 A.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:	09/12/2018
COMMBUYS:	09/05/2018
Town Hall:	09/05/2018
Website:	09/05/2018
Metrowest Daily News:	09/10/2018

Responses were due no later than 11:00 A.M. local time on September 27, 2018.

SOLICITED FIRMS:

On September 12, 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. 149, §44A. Firms solicited for written quotes, at the emails shown below, were as follows:

1. Maher Services, 71 Concord Street, North Reading, MA 01864 7819538157 pmaher@maherserv.com
2. DAF Services, Inc., 20 Lawnacre Road, Windsor Locks, CT 06096 8606235207 schristensen@dafsvcs.com
3. Winterberry Irrigation, 2070 West Street, Southington, CT 06489 8603780071 bhaberski@winterberryirrigation.com

Quotes were ultimately due no later than 11:00 A.M. local time on September 27, 2018

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

1. On September 26, 2018, DAF Services, Inc., at the above address, submitted a quote of $34,589.59 to provide the required services.
2. On September 27, 2018, Winterberry Irrigation, at the above address, submitted a quote of $48,160.00 to provide the required services.

Maher Services did not submit a quote by due date/time.

RESPONSE TABULATION

Responses were scheduled to be opened at 11:00 A.M. local time on September 27. 2018. Other than the quotes above, no outside responses were received by the due date/time.

Town of Natick, Massachusetts
Contract for Services Related to the Replacement
of the Pump Heads at the Sassamon Trace Golf Course in 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 DAF Services, Inc., 20 Lawnacre Road, Windsor Locks, CT 06096 (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 replacement of the pump heads at the Sassamon Trace Golf Course in the Town of Natick, as set forth in the Request for Responses Related to the Replacement of the Pump Heads at the Sassamon Trace Golf Course in the Town of Natick ("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 sixty (60) days following the issuance of the Notice to Proceed. Should the work not complete within sixty (60) 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 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, §39G, 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, 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.

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.

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 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 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 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 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 DAF Services, Inc. 20 Lawnacre Road Windsor Locks, CT 06096.

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 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 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 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 Replacement
of the Pump Heads at the Sassamon Trace Golf Course in Natick

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: _____

DAF Services, Inc.

by:

_____
Signature

_____
Printed Name

_____
Printed Title

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.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

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

_____ Dated: _____
Karis L. North, Esq.

Town of Natick, Massachusetts
Contract for Services Related to the Replacement
of the Pump Heads at the Sassamon Trace Golf Course in 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.)

TOWN OF NATICK
RESPONSE FORM

The undersigned Responding party hereby submits a response for replacement of the pump heads at the Sassamon Trace Golf Course in the Town of Natick.

TOTAL BASE BID - FOR RFR COMPARISON
BASED UPON ESTIMATED QUANTITIES $ 34,589.59

The undersigned Responding party acknowledges receipt of addenda nos. 1.

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

Richard J. Young

Printed Name

Sales Manager

Printed Title

9/22/18

Date

Full Legal Name DAF Services, Inc.

Officers of Corporation and Addresses

David A. Frechette, President

20 Lawnacre Rd.

Windsor Locks, CT 06096

State of Incorporation CT

Principal Place of Business

20 Lawnacre Rd.

Windsor Locks, CT 06096

Tel. 860-623-5207

Qualified in Massachusetts **Yes** X **No** _____

Principal Place of Business in MA N/A

DAF Services Inc. References

Club Name	City	State	Superintendent	Phone	Year
Oronoque Country Club	Stratford	CT	Dennis Petruzelli	860-355-2320	2018
Old Oaks CC - Booster	Purchase	NY	Jason Anderson	914-693-6069	2018
Beaver Meadow Golf Club	Concord	NH	Bernard Chase	603-255-7033	2018
Beverly Golf and Tennis Club	Beverly	MA	Brian McHugh	978-279-9072	2017
Centennial Golf Club	Carmel	NY	Glen Dube	845-279-8960	2017
Mt. Kisco CC	Mt. Kisco	NY	Andrew Agnew	914-666-2254	2016
Megunticook CC	Rockport	ME	Brent Boynton	207-236-2855	2016
Newport CC	Newport	RI	Chris Coen	401-847-5903	2016
Sleepy Hollow CC	Scarborough	NY	Tom Leahy	914-941-8281	2016
Dunegrass CC	Old Orchard Beach	ME	Joe Fourre	207-934-4513	2016
Hudson National Golf Club	Croton on Hudson	NY	Ryan Oliver	914-271-7600	2016
Dedham Polo and Country Club	Dedham	MA	Matt Powell	781-326-7860	2016
Wampanoag CC	W. Hartford	CT	Greg Stint	860-233-5737	2015
Westchester Hills CC	White Plains	NY	Pete Waterous	914-948-5020	2016
Blue Rock CC	S. Yarmout	MA	Colin Walsh	774-208-1976	2015
Black Birch GC	Moosup	CT	Youngman Oh	860-873-8075	2015
Bonnie Briar CC	Scarsdale	NY	Nick Lerner	914-552-6684	2015
Tatnuck CC	Worcester	MA	Nick Spokis	508-791-5373	2015
Manchester CC	Manchester	CT	Matt Gomez	860-649-5172	2015
The Woodlands Club	Falmouth	ME	Ryan Minzner	207-781-3104	2014
Hillview CC	N. Reading	MA	Matt Grady	978-664-5560	2014
The Shorehaven CC	Norwalk	CT		203-838-6956	2014
Ponkapoag GC	Canton	MA	Mark Brady	781-828-4242	2013
Pinebrook CC	Weston	MA	Mike Iaconno	781-894-3731	2013
Norfolk GC	Westwood	MA	Jon Zolkowski	781-326-3801	2013
Mohawk GC	Schnectady	NY	Andrew Eick	518-374-9121	2013

DAF Services Inc. References

Innis Arden GC	Greenwich	CT	Neil Laufenburg	203-406-0664	2013
Great Horse (2 stations)	Hampden	MA	Dave Rafferty	508-618-1288	2013
Pease Golf Club	Portsmouth	NH	E. J. Chea	603-433-8764	2013
Newport CC	Newport	RI	Chris Coen	401-847-5903	2013
Shaker Hills Golf Club	Harvard	MA	Josh Noiles	774-275-8022	2012
Plausawa Valley Golf Club	Canterbury	NH	Dave Bouldry	603-224-5297	2012
Nantucket Golf Club	Siaconset	MA	Mark Lucas	508-257-8585	2012
Heritage Village GC	Southbury	CT	Brett Richards	203-264-1717	2012

Town of Natick, Massachusetts
Contract for Services Related to the Replacement
of the Pump Heads at the Sassamon Trace Golf Course in 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 replacement of the pump heads at the Sassamon Trace Golf Course in the Town of Natick, as set forth in the Request for Responses Related to the Replacement of the Pump Heads at the Sassamon Trace Golf Course in the Town of Natick ("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 sixty (60) days following the issuance of the Notice to Proceed. Should the work not complete within sixty (60) 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 by reference. In the event of any conflict among the Contract Documents, the

Town of Natick, Massachusetts
Contract for Services Related to the Replacement
of the Pump Heads at the Sassamon Trace Golf Course in Natick

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, §39G, 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, 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.

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.

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 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 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 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 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 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 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 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 Replacement
of the Pump Heads at the Sassamon Trace Golf Course in Natick

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: _____

_____
by:

_____
Signature

_____
Printed Name

_____
Printed Title

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 Replacement
of the Pump Heads at the Sassamon Trace Golf Course in 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.)

Town of Natick
Natick, Massachusetts

Request for Responses

REPLACEMENT OF THE PUMP HEADS AT THE SASSAMON TRACE GOLF COURSE IN THE TOWN OF NATICK

RESPONSES DUE:
September 27, 2018, 11:00 A.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 replacement of the pump heads at the Sassamon Trace Golf Course 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 11:00 A.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 replacement of the pump heads at the Sassamon Trace Golf Course in the Town of Natick. 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 19, 2018.

Each Responding party's response marked, marked "Replacement of the Pump Heads at the Sassamon Trace Golf Course," will be received until **11:00 A.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 the replacement of the pump heads at the Sassamon Trace Golf Course in the Town of Natick, Massachusetts.

A. DESCRIPTION OF DESIRED GOODS AND SERVICES

The Successful Responder shall provide all labor and materials necessary to perform work as follows for replacement of the pump heads at the Sassamon Trace Golf Course, 233 South Main Street, Natick, MA 01760.

The Successful Responder shall remove and replace two (2) main pumps and heads using existing motors. The Successful Responder will require a crane service to remove and install through the roof:

Parts shall be as follows:

2 of the 250 gpm @ 297', 14.5' TPL. Includes bowl, column, shafting, Goulds Type A Head and Strainer. 25 HP Required at Duty Point
2 of the 4" 150# Gasket, 1/8", Full Face, Non-Asbestos

The Successful Responder shall replace the isolation and check valve

Parts shall be as follows:

2 of the 4" Check Valve, Silent Wafer, Cast Iron w/ Bronze Seat
2 of the 4" Check Valve Bolt Kit, 150#, 5/8-11 x 7-1/2 (8 ea Bolt & Nut)
4 of the 4" 150# Gasket, 1/8", Full Face, Non-Asbestos
2 of the 4" Lug Butterfly Valve, Lever Operated
2 of the 4" Lug Valve Bolt Kit, 150#, 5/8-11 x 1-3/4 (16 ea Bolt)

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 replacement of the pump heads at the Sassamon Trace Golf Course 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.)

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Natick, Massachusetts

City/Town: NATICK

Contract Number:

Description of Work: Replacement of the Pump Heads at the Sassamon Trace Golf Course, 233 South Main Street, Natick, MA 01760

Job Location: 233 South Main 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

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 - 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	$0.00	$81.62
	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 *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 *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"						
CAISSON & UNDERPINNING TOP MAN *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"						
CARBIDE CORE DRILL 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"						
CARPENTER *CARPENTERS -ZONE 2 (Eastern Massachusetts)*	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 *CARPENTERS -ZONE 2 (Wood Frame)*	04/01/2018	$26.67	$7.07	$7.86	$0.00	$41.60
	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.

Issue Date: 09/05/2018 **Wage Request Number:** 20180905-022

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

CARPENTER WOOD FRAME (All Other Work) *CARPENTERS -ZONE 2 (Wood Frame)*	06/01/2016	$25.32	$9.80	$16.82	$0.00	$51.94
CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (LOWELL)*	07/01/2018	$42.52	$12.42	$22.41	$0.30	$77.65
	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

Issue Date: 09/05/2018 **Wage Request Number:** 20180905-022

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 *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"						
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	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN	06/01/2018	$38.15	$7.70	$15.20	$0.00	$61.05
LABORERS - ZONE 2	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	06/01/2018	$39.15	$7.70	$15.20	$0.00	$62.05
LABORERS - ZONE 2	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	06/01/2018	$38.90	$7.70	$15.20	$0.00	$61.80
LABORERS - ZONE 2	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	06/01/2018	$39.15	$7.70	$15.20	$0.00	$62.05
LABORERS - ZONE 2	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	06/01/2018	$38.90	$7.70	$15.20	$0.00	$61.80
LABORERS - ZONE 2	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	06/01/2018	$38.15	$7.70	$15.20	$0.00	$61.05
LABORERS - ZONE 2	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	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"						
DIVER	08/01/2018	$65.20	$9.90	$21.15	$0.00	$96.25
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	$68.52	$9.90	$21.15	$0.00	$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER	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"						
DIVER TENDER (EFFLUENT)	08/01/2018	$69.86	$9.90	$21.15	$0.00	$100.91
PILE DRIVER LOCAL 56 (ZONE 1)	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 *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
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
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
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Issue Date: 09/05/2018 **Wage Request Number:** 20180905-022

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER *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"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING *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
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	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
	12/01/2021	$45.36	$11.00	$15.50	$0.00	$71.86
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER *LABORERS - ZONE 2*	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
	12/01/2021	$24.50	$7.70	$14.02	$0.00	$46.22
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE I*	03/01/2016	$42.13	$9.80	$17.62	$0.00	$69.55

Apprentice - *FLOORCOVERER - Local 2168 Zone I*

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 *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"						
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 - 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 *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

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) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) *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"						
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) *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"						
HVAC MECHANIC *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"						

Issue Date: 09/05/2018 **Wage Request Number:** 20180905-022

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

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 *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: 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

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

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	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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,	01/01/2019	$41.26	$8.15	$20.85	$0.00	$70.26
NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*	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)

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

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

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.) *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"

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
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 25c*	07/01/2017	$29.48	$8.48	$9.72	$0.00	$47.68
RECLAIMERS *OPERATING ENGINEERS LOCAL 4*	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.Roofer Waterproofng &Roofer 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"						

Issue Date: 09/05/2018 **Wage Request Number:** 20180905-022

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

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 *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	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"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	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"						
TELECOMMUNICATION TECHNICIAN	09/01/2018	$37.97	$13.00	$16.35	$0.00	$67.32
ELECTRICIANS LOCAL 103	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

BRICKLAYERS LOCAL 3 - MARBLE & TILE

08/01/2018	$51.85	$10.75	$20.66	$0.00	$83.26
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 *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$39.35	$7.70	$15.40	$0.00	$62.45
	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 *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$38.07	$7.70	$15.40	$0.00	$61.17
	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
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)*	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) *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
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	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 *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.44	$10.91	$10.89	$0.00	$54.24
WAGON DRILL OPERATOR *LABORERS - ZONE 2*	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 *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"						
WATER METER INSTALLER *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
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/03/2017	$27.14	$7.75	$1.81	$0.00	$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/03/2017	$38.45	$7.75	$9.53	$0.00	$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/03/2017	$31.66	$7.75	$9.44	$0.00	$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	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

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.)

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: October 03, 2018

To Whom It May Concern :

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

DAF SERVICES, INC.

a corporation organized under the laws of

CONNECTICUT

on **May 21, 1993** was qualified to do business in this Commonwealth on

October 03, 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: 18100112240

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

Processed by:

DAF Services Inc. References

Club Name	City	State	Superintendent	Phone	Year
Oronoque Country Club	Stratford	CT	Dennis Petruzelli	860-355-2320	2018
Old Oaks CC - Booster	Purchase	NY	Jason Anderson	914-693-6069	2018
Beaver Meadow Golf Club	Concord	NH	Bernard Chase	603-255-7033	2018
Beverly Golf and Tennis Club	Beverly	MA	Brian McHugh	978-279-9072	2017
Centennial Golf Club	Carmel	NY	Glen Dube	845-279-8960	2017
Mt. Kisco CC	Mt. Kisco	NY	Andrew Agnew	914-666-2254	2016
Megunticook CC	Rockport	ME	Brent Boynton	207-236-2855	2016
Newport CC	Newport	RI	Chris Coen	401-847-5903	2016
Sleepy Hollow CC	Scarborough	NY	Tom Leahy	914-941-8281	2016
Dunegrass CC	Old Orchard Beach	ME	Joe Fourre	207-934-4513	2016
Hudson National Golf Club	Croton on Hudson	NY	Ryan Oliver	914-271-7600	2016
Dedham Polo and Country Club	Dedham	MA	Matt Powell	781-326-7860	2016
Wampanoag CC	W. Hartford	CT	Greg Stint	860-233-5737	2015
Westchester Hills CC	White Plains	NY	Pete Waterous	914-948-5020	2016
Blue Rock CC	S. Yarmout	MA	Colin Walsh	774-208-1976	2015
Black Birch GC	Moosup	CT	Youngman Oh	860-873-8075	2015
Bonnie Briar CC	Scarsdale	NY	Nick Lerner	914-552-6684	2015
Tatnuck CC	Worcester	MA	Nick Spokis	508-791-5373	2015
Manchester CC	Manchester	CT	Matt Gomez	860-649-5172	2015
The Woodlands Club	Falmouth	ME	Ryan Minzner	207-781-3104	2014
Hillview CC	N. Reading	MA	Matt Grady	978-664-5560	2014
The Shorehaven CC	Norwalk	CT		203-838-6956	2014
Ponkapoag GC	Canton	MA	Mark Brady	781-828-4242	2013
Pinebrook CC	Weston	MA	Mike Iaconno	781-894-3731	2013
Norfolk GC	Westwood	MA	Jon Zolkowski	781-326-3801	2013
Mohawk GC	Schnectady	NY	Andrew Eick	518-374-9121	2013

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2018

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.

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
Ahrens, Fuller, St. John & Vincent Inc.
1699 King St. Suite 209
Enfield CT 06082

CONTACT NAME: LouAnn Pepe
PHONE (A/C, No, Ext): (860) 668-3960 FAX (A/C, No): (860) 668-4496
E-MAIL ADDRESS: lpepe@afsvinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: General Casualty of WI	24414
INSURER B: Regent Insurance Company	24449
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DAF Services, Inc.
20 Lawnacre Road
Windsor Locks CT 06096

CERTIFICATE NUMBER: Master 17-18 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CCX1207483	11/10/2017	11/10/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			CBA1207483	11/10/2017	11/10/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CCU1207483	11/10/2017	11/10/2018	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWC1207483 Incl CT MA NH VT	11/10/2017	11/10/2018	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

The Town of Natick is included as additional insured for ongoing and completed operations on a primary, non-contributory basis under General Liability per policy forms when required by written contract or agreement with the Named Insured. Cert holder is also additional insured under Auto liability and Umbrella liability when required by same. Waiver of subrogation applies to General Liability, Auto Liability, Umbrella Liability and Workers Compensation when required by written contract with the Named Insured. Certificate holder will be afforded a 30 day Notice of Cancellation with regard to the above policies.

CERTIFICATE HOLDER

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

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Gmail

Bryan Leblanc <bleblanc@natickma.org>

Attached

8 messages

Richard Young <dickyoung@dafsvcs.com> Mon, Oct 8, 2018 at 9:01 AM
To: bleblanc@natickma.org

Mr. Leblanc,

I neglected to attach the list of references.

Please find them attached to this email.

Call with any questions.

Richard J. Young, Sales Mgr.

DAF Services, Inc.

20 Lawnacre Rd.

Windsor Locks, CT 06096

Phone: 860-623-5207 ext. 227

Fax: 860-623-5352

Cell: 860-690-1192

Email: dickyoung@dafsvcs.com

www.dafsvcs.com

recent projects.pdf
154K

Richard Young <dickyoung@dafsvcs.com> Mon, Oct 8, 2018 at 9:29 AM
To: bleblanc@natickma.org

Mr. Leblanc,

Attached please find the certificate of good standing you requested.

We are still waiting on a financial statement.

Please call with any questions.

Richard J. Young, Sales Mgr.

DAF Services, Inc.

20 Lawnacre Rd.

Windsor Locks, CT 06096

Phone: 860-623-5207 ext. 227

Fax: 860-623-5352

Cell: 860-690-1192

Email: dickyoung@dafsvcs.com

www.dafsvcs.com

Good Standing.pdf
87K

Bryan Leblanc <bleblanc@natickma.org> Mon, Oct 8, 2018 at 3:23 PM
To: Richard Young <dickyoung@dafsvcs.com>

Thank you, mr. Young. I will review tomorrow.
[Quoted text hidden]
--
Bryan Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760
bleblanc@natickma.org
(508)-647-6438

Bryan Leblanc <bleblanc@natickma.org> Tue, Oct 9, 2018 at 9:16 AM
To: Richard Young <dickyoung@dafsvcs.com>

Good morning, Mr. Young. I didn't happen to see the insurance certificate. Could you please re-send? Thanks so much! -
Bryan Le Blanc
[Quoted text hidden]
--
Bryan Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760
bleblanc@natickma.org
(508)-647-6438

Richard Young <dickyoung@dafsvcs.com> Tue, Oct 9, 2018 at 9:51 AM
To: Bryan Leblanc <bleblanc@natickma.org>
Cc: Dave Frechette <dfrechette@dafsvcs.com>, Scott Christensen <schristensen@dafsvcs.com>, Deb Paulo <dpaulo@dafsvcs.com>

Mr. Leblanc,

See attached

Richard J. Young, Sales Mgr.

DAF Services, Inc.

20 Lawnacre Rd.

Windsor Locks, CT 06096

Phone: 860-623-5207 ext. 227

Fax: 860-623-5352

Cell: 860-690-1192

Email: dickyoung@dafsvcs.com

www.dafsvcs.com

From: Bryan Leblanc [mailto:bleblanc@natickma.org]
Sent: Tuesday, October 09, 2018 9:17 AM
To: Richard Young
Subject: Re: Attached

[Quoted text hidden]

Insurance certificate.pdf
139K

Bryan Leblanc <bleblanc@natickma.org> Tue, Oct 9, 2018 at 10:10 AM
To: Richard Young <dickyoung@dafsvcs.com>
Cc: Dave Frechette <dfrechette@dafsvcs.com>, Scott Christensen <schristensen@dafsvcs.com>, Deb Paulo <dpaulo@dafsvcs.com>

Good morning, Mr. Young. Thank you for sending this to my attention. Per Town policy, we require $1,000,000/$1,000,000/$1,000,000 across the board with respect to the employers' liability limits. Would your company be able to obtain such limits (at no cost to the Town), should your firm be awarded a contract to perform this work? Please let me know. Thanks. -Bryan Le Blanc
[Quoted text hidden]

Deborah Paulo <dpaulo@dafsvcs.com> Tue, Oct 9, 2018 at 10:16 AM
To: Bryan Leblanc <bleblanc@natickma.org>, Richard Young <dickyoung@dafsvcs.com>
Cc: Dave Frechette <dfrechette@dafsvcs.com>, Scott Christensen <schristensen@dafsvcs.com>

Mr. Leblanc:

Yes, if awarded we will have no problem meeting the insurance requirement at no cost to the Town.

Thank you,

Debbie

Deborah A. Paulo

Office Manager

DAF Services, Inc.

20 Lawnacre Road

Windsor Locks, CT 06096

860-623-5207 x202

Action is the foundational

key to all success -Pablo Picasso

From: Bryan Leblanc [mailto:bleblanc@natickma.org]
Sent: Tuesday, October 09, 2018 10:10 AM
To: Richard Young
Cc: Dave Frechette; Scott Christensen; Deb Paulo
Subject: Re: Attached

[Quoted text hidden]

Bryan Leblanc <bleblanc@natickma.org> Tue, Oct 9, 2018 at 10:31 AM
To: Deborah Paulo <dpaulo@dafsvcs.com>

Thank you!
[Quoted text hidden]

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: October 03, 2018

To Whom It May Concern :

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

DAF SERVICES, INC.

a corporation organized under the laws of

CONNECTICUT

on **May 21, 1993** was qualified to do business in this Commonwealth on

October 03, 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.

Secretary of the Commonwealth

Certificate Number: 18100112240

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

Processed by:

DAF SERVICES, INC.
STATEMENT OF INCOME AND EXPENSES
FOR THE YEAR ENDED DECEMBER 1,2017

Construction Revenues:	$	2,649,790
Cost of Construction		
MATERIALS	$	889,864
LABOR-CT	$	415,693
SERVICES	$	12,747
EQUIPMENT RENTAL	$	8,601
TRAVEL	$	66,154
GAS, OIL AND DIESEL	$	50,573
FREIGHT	$	41,766
TOOLS AND EQUIPMENT	$	6,406
	$	1,491,604
Gross Profit:	$	1,158,186
Selling, General and Administrative Expenses:		
RUBBISH REMOVAL	$	3,258
SALARIES-OFFICER	$	131,267
SALARIES-OFFICE	$	527,948
TRADE SHOWS	$	6,181
INSURANCE-GENERAL	$	64,887
INSURANCE-EMPLOYEE BEN.	$	82,261
INTEREST-BANK	$	17,696
DEPRECIATION	$	49,486
AMORTIZATION	$	1,032
LEGAL AND ACCOUNTING	$	4,831
OFFICE EXPENSE	$	51,097
RENT-CT	$	39,692
TAXES	$	117,795
TELEPHONE	$	26,691
UTILITIES	$	24,949
	$	1,149,071
Income Before Income Taxes:	$	9,115

DAF SERVICES, INC
BALANCE SHEET
AS OF DECEMBER 31, 2017

Assets

Current Assets:		
Cash	$	198,205
Accounts Receivable	$	194,713
Inventory	$	358,861
Amortized costs (net)	$	10,660
	$	762,439
Property and Equipment (net of depreciation)	$	239,825
Total Assets	$	1,002,264

Liabilities and Stockholder's Equity

Current Liabilities:		
Note Payable - Bank (Current portion)	$	74,513
Accounts Payable	$	99,889
Accrued Expenses	$	197,628
	$	372,030
Long-term Liabilities:		
Loan Payable - Long Term Portion	$	328,868
Note Payable-Shareholder	$	57,607
	$	386,475
Stockholder's Equity:		
Common Stock	$	1,000
Retained Earnings	$	242,759
	$	243,759
Total Liabilities and Stockholder's Equity	$	1,002,264

TOWN OF NATICK
MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator, Operations
Jemma Lambert, Director of Community Services
Karen Partanen, Director of Natick Recreation and Parks

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: October 16, 2018

SUBJECT: **CONTRACT AWARD**
NAVY YARD PARK RECONSTRUCTION

On July 26, 2018, bids were received for Navy Yard Park Reconstruction in the Town of Natick. This procurement is for horizontal or public works construction, which is governed by M.G.L. c. 30, §39M. Bids were received from eight (8) bidders. (See attached.)

The lowest bidder, M.J. Cataldo, Inc., is the lowest bidder and is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to M.J. Cataldo, Inc., for the main bid work. The amount of the award will be for $1,573,000. Together with Weston & Sampson, Inc., the Town's consulting engineering firm, we have reviewed the bids received and have checked the references and qualifications of M.J. Cataldo, Inc.

This is a fixed price contract, and any change orders would require approval by the Town. Periodic payments shall be made for satisfactory performance of the work pursuant to M.G.L. c. 30, §39G. The work is scheduled to be substantially complete by July 15, 2019.

The Selectmen will recall an inability to award this contract due to litigation filed against the Natick Planning Board. That impediment, I have been advised by the administration, has been resolved. We had secured an agreement with M.J. Cataldo, Inc. to hold his bid in effect until October 31, 2018.

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

DEPARTMENT OF PUBLIC WORKS • 75 WEST STREET • NATICK, MASSACHUSETTS 01760
TEL. 508-647-6550 • FAX. 508-647-6560•WWW.NATICKMA.GOV

Bids Received:	7/26/18
Newspaper Advertisement:	7/11/18
Website Posting:	7/02/18
Town Hall Posting:	7/02/18
Central Register:	7/11/18
COMMBUYS Posting:	7/02/18

Funding: Article 10, Item 3, Fall 2017 Town Meeting - Tax Levy Borrowing ($1,600,000)

Bids Received: See attached.

TOWN OF NATICK, MASSACHUSETTS

AGREEMENT TO EXTEND TIME FOR AWARD OF BIDS (ADDITIONAL TIME) – NAVY YARD PARK RECONSTRUCTION

This Agreement ("the Agreement") is entered into this twelfth day of October, 2018, by and between the Town of Natick, Massachusetts, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter "the Town"), and M. J. Cataldo, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, having an address of 41 Robinson Road, Littleton, MA 01460 (hereinafter "Cataldo") (collectively "the Parties").

Whereas, in July, 2018, the Town issued an Invitation for Bids for reconstruction of Navy Yard Park in the Town of Natick, for which bids were due on or before July 26, 2018;

Whereas, in response to said Invitation for Bids, pursuant to M.G.L. c. 149, §§ 44A et seq., Cataldo submitted the lowest bid;

Whereas, pending litigation makes it likely that a potential contractor, in any contract awarded pursuant to said Invitation for Bids, would be unable to complete the work per the Invitation for Bids;

Whereas, the Town is hopeful that such litigation may be resolved in the proximate future;

Whereas, said Invitation for Bids required that the Town award a contract, if at all, under said document on or before August 25, 2018; and

Whereas, both the Town and Cataldo agree that this award period may be extended to see if said litigation outlined above will be resolved and, thereby, to allow recommendation for award of a contract to proceed to the Natick Board of Selectmen for consideration;

Whereas, the Parties previously agreed to extend the deadline to October 24, 2018.

Whereas, the Parties now agree to extend the deadline to October 31, 2018.

The Parties also agree in principle to extend the deadline further if it imminently appears to the Town that an additional extension would result in timely resolution of the litigation and in the ability of an award recommendation to proceed. The Parties agreed to memorialize a subsequent extension in the form of a subsequent amendment to this Agreement.

By executing this Agreement, nothing shall obligate the Town to award any contract pursuant to the IFB.

The Town of Natick, Massachusetts

By:

Bryan R. Le Blanc

Procurement Officer

Dated: 10/12/18

M.J. Cataldo, Inc.

By:

Joseph A. Cataldo, Jr.

President & Treasurer

Dated: 10/12/18

TOWN OF NATICK, MASSACHUSETTS

AGREEMENT TO EXTEND TIME FOR AWARD OF BIDS – NAVY YARD PARK RECONSTRUCTION

This Agreement ("the Agreement") is entered into this twenty-second day of August, 2018, by and between the Town of Natick, Massachusetts, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter "the Town"), and M. J. Cataldo, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, having an address of 41 Robinson Road, Littleton, MA 01460 (hereinafter "Cataldo") (collectively "the Parties").

Whereas, in July, 2018, the Town issued an Invitation for Bids for reconstruction of Navy Yard Park in the Town of Natick, for which bids were due on or before July 26, 2018;

Whereas, in response to said Invitation for Bids, pursuant to M.G.L. c. 149, §§ 44A et seq., Cataldo submitted the lowest bid;

Whereas, pending litigation makes it likely that a potential contractor, in any contract awarded pursuant to said Invitation for Bids, would be unable to complete the work per the Invitation for Bids;

Whereas, the Town is hopeful that such litigation may be resolved in the proximate future;

Whereas, said Invitation for Bids required that the Town award a contract, if at all, under said document on or before August 25, 2018; and

Whereas, both the Town and Cataldo agree that this award period may be extended to see if said litigation outlined above will be resolved and, thereby, to allow recommendation for award of a contract to proceed to the Natick Board of Selectmen for consideration;

Now, therefore, the Parties hereby agree to extend the deadline for award for an additional sixty (60) days subsequent to August 25, 2018, or to October 24, 2018.

The Parties also agree in principle to extend the deadline further if it imminently appears to the Town that an additional extension would result in timely resolution of the litigation and in the ability of an award recommendation to proceed. The Parties agreed to memorialize a subsequent extension in the form of a subsequent amendment to this Agreement.

By executing this Agreement, nothing shall obligate the Town to award any contract pursuant to the IFB.

The Town of Natick, Massachusetts

By:

Bryan R. Le Blanc

Procurement Officer

Dated: August 22, 2018

M.J. Cataldo, Inc.

By:

Joseph A. Cataldo, Jr.

President & Treasurer

Dated: 8/22/18

Town of Natick

IFB Opening Form

Dept: Recreation and Parks

BIDS - NAVY YARD PARK RECONSTRUCTION

Date & Time: July 26, 2018, 11:00 A.M. EDST

incl. allowance $35K
well duty/equipment

Company Name	Envelope Sealed & Marked	Bid Security (Bond)	Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda Receipt 1	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Total Bid Price
MJ Cataldo, Littleton, MA	x	x	x	x	x	x	x	x	x	x	$1,573,000.00
Ronald Marini, Newton, MA	x	x	x	x	x	x	x	x	x	x	$1,643,000.00
MacKay, Wilmington, MA	x	x	x	x	x	x	x	x	x	x	$1,769,888.00
Quirk, Georgetown, MA	x	x	x	x	x	x	x	x	x	x	$1,820,000.00
JJ Phelan, Tewksbury, MA	x	x	x	x	x	x	x	x	x	x	$1,995.000.00
NELM, Rockland, MA	x	x	x	x	x	x	x	x	x	x	$2,030,000.00
Mountain View, Chicopee, MA	x	x	x	x	x	x	x	x	x	x	$2,067,000.00
Tasco, Belmont, MA	x	x	x	x	x	x	x	x	x	x	$2,584,000.00

Signed this 26th day of July 2018

CPO Signature: 7/26/18

Witness Signature: 7-26-18

AGREEMENT

THIS AGREEMENT made this twenty-ninth day of October in the year 2018, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter called OWNER), by its Board of Selectmen, and M.J. Cataldo, Inc., having an address of 41 Robinson Road, Littleton, MA 01460, and a principal place of business at 563 King Street, Littleton, MA 01460, and doing business as a corporation organized under the laws of the Commonwealth of Massachusetts, hereinafter called "CONTRACTOR."

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

ARTICLE 1. WORK

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

1.2. The Work for this project consists of parks construction for the Navy Yard Park in Natick.

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 Weston & Sampson, Inc., which is hereinafter called ENGINEER and who shall act as OWNER'S representative, who shall assume all duties and responsibilities, and who and shall have the rights and authority assigned to ENGINEER in the AGREEMENT Documents in connection with completion of the Work in accordance with the AGREEMENT Documents.

ARTICLE 3. AGREEMENT TIME

3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and AGREEMENT Documents. The work will be substantially complete by July 15, 2019.

ARTICLE 4. AGREEMENT PRICE

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

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

AGREEMENT PRICES

ITEM NO.	DESCRIPTION	AMOUNT
1.	For the total lump sum price of one million five hundred thirty-eight thousand dollars and zero cents	($1,538,000.00)
2.	For well drilling and all equipment, the allowance price of thirty-five thousand dollars and zero cents	($35,000.00)
	TOTAL AGREEMENT AMOUNT	$1,573,000.00

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

ARTICLE 5. PAYMENT PROCEDURES

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

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

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

ARTICLE 6. TERMS

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the AGREEMENT Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the AGREEMENT Price, within the AGREEMENT Time and in accordance with the other terms and conditions of the AGREEMENT Documents, including specifically the provisions of paragraph 4.3 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

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

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

ARTICLE 8. AGREEMENT DOCUMENTS

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

8.1 Invitation for Bids

8.2 Instructions to Bidders

8.3 Contractor's Bid

8.4 This AGREEMENT ("Agreement")

8.5. Exhibits to this AGREEMENT

8.6. General Conditions

8.7 Supplementary Conditions

8.8 Contractor's Performance and Payment Bonds, and insurance certificates

8.9. Notice of Award

8.10 Notice to Proceed

8.11 Specifications contained in Divisions 00100-16526A, as listed in table of contents

8.12 Construction Drawings

8.13 Addenda numbers 1 to 1, inclusive.

8.14 Change Order

There are no AGREEMENT Documents other than those listed above in this Article 8. The AGREEMENT Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10: INSURANCE

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

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

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

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

ARTICLE 11: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER: _____
Town of Natick, Massachusetts

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: _____

CONTRACTOR:

_____
Printed Name of CONTRACTOR

_____
Signature

_____
Printed Name

_____
Printed Title

Dated: _____

_____
[CORPORATE SEAL]

_____

_____
Attest

Owner Address for giving notices:

Board of Selectmen

Natick Town Hall

13 East Central Street

Natick, MA 01760

Contractor Address for giving notices:

M.J. Cataldo, Inc.

41 Robinson Road/563 King Street

Littleton, MA 01460

CERTIFICATE OF APPROPRIATION

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

_____

Arti P. Mehta
Comptroller

Date

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

_____

Karis L. North, Esq.

Date

CERTIFICATE OF CORPORATE AUTHORIZATION

I, _____, Clerk of _____, a _____ corporation organized pursuant to _____ state law, which maintains its principal office at _____hereby certify that at a meeting of the Board of Directors of _____ (the "Corporation") duly held on _____, ____, at which
(Date must be earlier than Lease)

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

"VOTED: That _____ be and hereby is
(Name of Officer authorized to sign for Corporation)
authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation, with the Town of Natick, acting by and through the Town of Natick, Massachusetts, 13 East Central Street, Natick, MA 01760; the execution of any such contract, lease, bond or obligation by such _____ to be valid and binding
(Name of Officer)
upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Natick.

I further certify that _____
(Name of Officer)

is duly elected _____ of said Corporation.
(Title)

Signed: _____

Printed Name:

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

Date: _____

Place of Business: _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____
(Name and Title of Officer)

Date: _____

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

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

Contractor's Certification

Name of Project_____

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

CONTRACTOR'S CERTIFICATION

_____certifies that

1. it intends to use the following listed construction trades in the work under the contract _____; and

2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and

3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

_____
(Signature of authorized representative of Contractor)

_____
Printed Name

_____
Printed Title

_____
Date

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

Subcontractor's Certification

Name of Project_____

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

_____certifies that

1. it intends to use the following listed construction trades in the work under the contract _____; and

2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and

3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

_____
(Signature of authorized representative of Subcontractor)

_____
Printed Name

_____
Printed Title

_____
Date

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

Navy Yard Park

BID

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

Bidder hereby agrees to commence Work under this Contract on or before the date to be indicated on the Notice to Proceed and will be completed in operating condition as soon as practicable, but no later than the time specified in the Bid Documents thereafter, unless an extension of time is granted.

Bidder acknowledges receipt of Addenda:

#1 7/24/18 #2_____ #3_____

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

BID FORM

ITEM NO.	DESCRIPTION	AMOUNT
1.	For the total lump sum price of One million five hundred thirty eight thousand. (Lump Sum Price in Words)	$1,538,000
2.	For well drilling and all equipment, the allowance price of Seventy Thousand Dollars and Zero Cents (Unit Price in Figures) =	$ 35,000
	TOTAL BID PRICE FOR BASE BID COMPARISON (Total of contractor lump sum plus allowance) One million five hundred seventy three thousand. (Contract Base Bid Price in Words) =	$1,573,000

ADDITONAL ADD ITEMS

There are no additional add items for this project.

The Town will award the project based upon available funding. If funding is available beyond the base bid amount the Town will review each Additional Add Item in no particular order to determine which items can be included in the project award while staying within available funding. Bids will be compared based on base bid plus each or multiple or all Additional Add items to determine the low bidder.

An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid.

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

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

1. Description of Project Town of Arlington - Ball field Construction
(Include type of project, total value of Contract, date of
Root zone seeded field $650K June 2017
completion, etc.)

Owner & Contact Person John Marshall, 422 Summer St., Arlington, MA 02477
(781) 316-3880 (Names, Addresses and Telephone Nos.)

Engineer & Contact Person Weston & Sampson, Cheri Ruane
(617) 461-0499

2. Description of Project Newman Field, Needham
(Include type of project, total value of Contract, date of
Root zone mix sodded field $1,400,000 December 2015
completion, etc.)

Owner & Contact Person Town of Needham, Ed Olson
(Names, Addresses and Telephone Nos.)
(781) 455-7550

Engineer & Contact Person Weston + Sampson, Brendon Riley
(603) 490-5423

3. Description of Project Eastman Trail - Boardwalk Construction
(Include type of project, total value of Contract, date of
$850K December 2015
completion, etc.)

Owner & Contact Person Town of Needham, Ed Olson
(Names, Addresses and Telephone Nos.)
(781) 455-7550

Engineer & Contact Person Weston + Sampson Brendon Riley

(603) 490 - 5423

4. Description of Project Liljegren Way Fields, Bedford
(Include type of project, total value of Contract, date of

Construction of baseball + soccer field - root
completion, etc.)

zone mix sodded fields, $1,150,000 July 2017

Owner & Contact Person Adrienne St. John, 314 The Great Road
(Names, Addresses and Telephone Nos.)

Bedford, MA 01730 (781) 275-7605 x111

Engineer & Contact Person Adrienne St. John - Town Engineer

5. Description of Project Concord Academy Athletic Campus
(Include type of project, total value of Contract, date of

Construction of two soccer and baseball fields
of completion, etc.)

with sand-based soil. $1,500,000 2012

Owner & Contact Person Don Kingman, 166 Main St, Concord, MA
(Names, Addresses and Telephone Nos.)

(781) 402 - 2267

Engineer & Contact Person Don Kingman, Facilities Director

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

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

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

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

Joseph A. Cataldo Jr.
41 Robinson Road
Littleton, MA 01460

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

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

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

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

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

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

THIS BID SUBMITTED ON July 26 20 18

By _____
Signature

Joseph A. Cataldo, Jr.
Printed Name

President + Treasurer
Printed Title

By M. J. Cataldo, Inc.
(Corporation Name)

Massachusetts
(State of Incorporation)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: 563 King Street
Littleton, MA 01460

Telephone Number: 978 501-6831 Email Address: jcataldo@mjcataldo.co

Fax Number: 978 486-1093

CERTIFICATE OF NON-COLLUSION

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

Name of Bidder

Joseph A. Cataldo Jr.

563 King St, Littleton, MA 01460

Address of Bidder

By: _____

Signature

Joseph A Cataldo, Jr.

Printed Name

President + Treasurer

Printed Title

July 26, 2018

Date

TAX COMPLIANCE CERTIFICATION

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

Name of Bidder

Joseph A. Cataldo, Jr.

503 King St, Littleton, MA 01460

Address of Bidder

By: _____

Signature

Joseph A Cataldo Jr.

Printed Name

President + Treasurer

Printed Title

July 24, 2018

Date

CONFLICT OF INTEREST CERTIFICATION

The Bidder named below hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or, offer of employment as an inducement for, or in connection with, the award of a contract for these services.

2. No consultant to, or, subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Bidder, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the Bidder.

3. No person, corporation, or, other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Bidder.

4. The Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the services outlined in the Project Manual.

5. Bidder, its officers, employees, agents, subcontractors and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

Joseph A Cataldo, Jr.

563 King St, Littleton, MA 01460

Address of Bidder

By: [signature]

Signature

Joseph A Cataldo, Jr.

Printed Name

President + Treasurer

Printed Title

July 26, 2018

Date

CERTIFICATE AS TO CORPORATE BIDDER

I, Joseph A Cataldo Jr certify that I am the Pres, Treasurer + Secy of the corporation named as Bidder in the Bid included herein; that Joseph A Cataldo, Jr who signed said Bid on behalf of the Bidder was then Pres, Treasurer + Sec 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)

Joseph A Cataldo, Jr.
Name of Bidder

563 King Street
Address of Bidder

Littleton, MA 01460

978-501-6831
Telephone Number

By: [signature]
Signature

Joseph A Cataldo, Jr.
Printed Name

President + Treasurer
Printed Title

July 26, 2018
Date

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

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

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

Joseph A Cataldo, Jr.
Name of Bidder

563 King Street
Address of Bidder

Littleton, MA 01460

978-501-6831
Telephone Number

By: [signature]
Signature

Joseph A Cataldo, Jr.
Printed Name

President + Treasurer
Printed Title

July 16, 2018
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.

M. J. Cataldo, Inc.
(Company Name)

(Signature/title)

Joseph A Cataldo, Jr.
Name of Bidder

523 King St, Littleton, MA 01460
Address of Bidder

By:
Signature

Joseph A. Cataldo, Jr.
Printed Name

President + Treasurer
Printed Title

July 26, 2018
Date

CERTIFICATE OF FOREIGN CORPORATION

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

Joseph A. Cataldo Jr.
Name of Bidder

563 King Street, Littleton, MA 01460
Address of Bidder

By: _____
Signature

Joseph A Cataldo, Jr.
Printed Name

President - Treasurer
Printed Title

July 20, 2018
Date

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

CONTRACT INSURANCE REQUIREMENTS

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

Joseph A Cataldo Jr.
Name of Bidder

563 King St, Littleton, MA 01460
Address of Bidder

By: [signature]
Signature

Joseph A Cataldo, Jr.
Printed Name

President + Treasurer
Printed Title

July 26, 2018
Date

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION

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

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

Joseph A. Cataldo Jr.
Name of Bidder

523 King St, Littleton, MA 01460
Address of Bidder

By: [signature]
Signature

Joseph A Cataldo, Jr.
Printed Name

President + Treasurer
Printed Title

July 26, 2018
Date

BID BOND

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

CONTRACTOR:
(Name, legal status and address)
M.J. Cataldo, Inc.

PO Box 1343
Littleton, MA 01460

SURETY:
(Name, legal status and principal place of business)

Boston Indemnity Company, Inc.
4 High Street, Suite 206
North Andover, MA 01845

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Town of Natick

MA

BOND AMOUNT: $ Five Percent of the Attached bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Navy Yard Park Site Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of July, 2018

Patricia Shea
(Witness)

M.J. Cataldo, Inc.
(Principal) *(Seal)*

(Title)

Boston Indemnity Company, Inc.
(Surety) *(Seal)*

(Witness)

(Title) Paul A. Patalano, Attorney-in-Fact

POWER O' ORNEY BG- 302571

Boston Indemnity Company, Inc.

KNOW ALL MEN BY THESE PRESENTS, that **BOSTON INDEMNITY COMPANY, INC.**, a South Dakota Corporation, with its principal office in North Andover, MA, does hereby constitute and appoint:

James J. Axon, David A. Boutiette, Michael F. Carney, Richard F. Caruso, Adam W. DeSanctis, Michael T. Gilbert, Bryan F. Juwa, Gregory D. Juwa, Wilder Parks Jr., Paul A. Patalano

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOSTON INDEMNITY COMPANY, INC.**, on the 3rd day of November, 2015 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $2,500,000.00, Two Million Five Hundred Thousand dollars which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary & CEO, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOSTON INDEMNITY COMPANY, INC.**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 19th day of November, 2015.

BOSTON INDEMNITY COMPANY, INC.

BOSTON INDEMNITY COMPANY, INC. A SOUTH DAKOTA INSURANCE COMPANY

BY _____
Matthew J. Semeraro
President & COO

ACKNOWLEDGEMENT

On this 19th day of November, 2015, before me, personally came Matthew J. Semeraro to me known, who being duly sworn, did depose and say that he is the President of **BOSTON INDEMNITY COMPANY, INC.**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

LEIGH ANNE HAYNIE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 11, 2022

BY _____
Leigh Anne Haynie
Notary Public

CERTIFICATE

I, the undersigned, Secretary & CEO of **BOSTON INDEMNITY COMPANY, INC.**, A South Dakota Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Florham Park, NJ this 26th Day of July, 2018.

BOSTON INDEMNITY COMPANY, INC. A SOUTH DAKOTA INSURANCE COMPANY

BY _____
Phillip S. Tobey
Secretary & CEO

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Town of Natick, Massachusetts

PROJECT
MANUAL

For Construction of:

Navy Yard Park
Site Improvements

July, 2018

Owner:
Town of Natick
Department of Parks and Recreation

Designer:
Weston & Sampson
427 Main Street, Suite 400, Worcester, MA
1 (508) 698-3034 1 (800) 726-7766
www.westonandsampson.com

Weston & Sampson
transform your environment

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2018

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.

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Insurance Company (ies)	
INSURED	INSURER B :	
Contractors name and complete address	INSURER C :	
	INSURER D :	
SAMPLE CERTIFICATE	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2018 Sample **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY			POLICY # AND DATES			EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X CG0001	X	Y				MED EXP (Any one person)	$ 5,000
	X CG0437 - $100,000						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY			POLICY # AND DATES			COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS	X					BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR			POLICY # AND DATES			EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ LIST	X	Y					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			POLICY # AND DATES			X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A	Y	3A STATES:			E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			LIST EXCLUDED OFFICERS OR			E.L. DISEASE - EA EMPLOYEE	$ 100,000
				NOTE NO EXCLUDED OFFICERS			E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Project. C. E. Floyd Company Inc., owner and all other parties as required by the contract are named as additional insureds on a primary/ noncontributory basis for all liability policies except workers compensation. Additional insured provision provides coverage for ongoing & completed operations using ISO form CG2010 10-01 and CG 2037 10-01 or their equilevant, copies attached. Waiver of subrogation is provided in favor of the additional insureds on all policies including WC except where prohibited by state statute. 30 days cancellation notice is provided, except 10 days for nonpayment of premium.

CERTIFICATE HOLDER

C. E. Floyd Company Inc.
135 South Road
Bedford, MA 01730

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

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Town of Natick, Massachusetts

IFB: NAVY YARD PARK CONSTRUCTION

ADDENDUM NO. 1

TO: Prospective Bidders

PROJECT: IFB: Navy Yard Park Construction

FROM: Bryan R. Le Blanc
Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
(508)- 647-6438

DATE: July 24, 2018

Please also acknowledge via return correspondence upon receipt.

This addendum shall be acknowledged as indicated on the bid form, which is included with the IFB, and which shall be submitted to the Town. Failure to acknowledge Addendum No. 1 in the bid form may result in rejection of your firm's bid.

This addendum consists of fifteen (15) pages (including this one).

REVISIONS TO SOLICITATION

Sketches:

SK1: Expansion Joint locations

Contractor Questions (in order of receipt):

Q1: Section 01350 Permits says that the Contractor shall prepare the permit application for the NPDES Construction General Permit. Since the new 2017 CGP, the preparation of a SWPPP now involves extensive mapping, with historical and endangered species data. Will Weston & Sampson prepare the SWPPP for the General Contractor to E-File the EPA NOI?

A1: Contractor shall be responsible for the permit application, per specifications. Weston & Sampson can provide prior mapping work done for NOI and other prior permitting.

Q2: Can you confirm the anticipated start and completion dates?

A2: **Start date will be approx. 1 month after bid award, at issuance of notice to proceed. End date will be per specifications (July 15, 2019). <u>If extenuating circumstances delay issuance of the notice to proceed</u>, the completion date shall be accordingly extended.**

Q3: How many flagpoles are there? I find one on the drawings but the spec contains a 30' model and a 35' model. Please clarify.

A3: **There is one flag pole. Flag pole shall be 30' tall.**

Q4: On L3.00 on the southwestern corner, there appears to be ornamental fence along and inside the concrete sidewalk but there's no call out for it. Is this fence in a mow strip (12" thick) or inside the concrete flatwork (4" thick)

A4: **All Fencing shown at concrete flatwork shall be included within the boundaries of the flatwork formwork, with 6" of concrete flatwork to extend beyond fencing center line. See Details and Specifications.**

Q5: For the large concrete flatwork areas where the boxes are offset (west of the basketball courts, south of playground, and south of planters), can you show where you want expansion joints?

A5: **See SK-1**

Q6: There are 3 wooden planters in the concrete flatwork. Are they sitting on top of the concrete, or recessed into the concrete and on top of gravel?

A6: **Planters located within paved areas shall be recessed into the concrete and set on top of gravel.**

Q7: Regarding the triangle shaped planter, what it the rectangular symbol inside of it?

A7: **Backflow preventer and cabinet. See sheet L5.00**

Q8: Regarding the 10' Removable Fence, what are the rectangular symbols inside them?

A8: **Please ignore rectangular symbols. Symbols are sizing templates representing portable toilets, to be provided by the town AFTER completion of construction. Contractor to construct fence and pavement only.**

Q9: The 2" perf underdrain per the detail will be 8-12" deep. The irrigation laterals per the detail will be installed 12" deep. You can't install both of these systems together without interference. Can you revise the drainage drawing?

A9: **Irrigation Laterals shall be placed 16"-18" deep as needed.**

Q10: Fall zone of playground areas in relation to poured-in-place rubber surfacing.

A10: Fall Heights are provided for each piece of equipment on the Kompan website (https://www.kompan.us/play/organic-robinia) under the "Downloads" Tab, Productsheet. Heights will also be available on a plan through Kompan's representative Erik Walsh (+1 9785693797)

Q11: No specs provided for well drilling

A11: See Specification 01031 Allowances

Q12: Can the invasive species (ie; knotweed and bittersweet) be disposed of at the town disposal station?

A12: Contractor shall be responsible for proper disposal of all invasive cuttings and plant material. Coordination during construction with the town may allow for disposal at town facilities.

Q:13 Permeability requirement for root-zone mixing

A13: Physical performance Evaluation of the root zone mix will be evaluated using the guidelines set forth in ASTM standard F 2396-04, attached as Appendix C, with the following exceptions:

Cu (Coefficient of Uniformity) = 6.0 – 8.0
Infiltration Rate (In/Hr) = 3.0 – 6.0
%Silt .002 - .05 mm = 5-7
#140 Very Fine 0.10 – 0.18 mm = 11-13
<5% #140 + #270 = 14.0-15.0
Silt to Clay Ratio = 3:1

Q14: Will the Town of Natick waive all permit fees?

A14: The fee is generally waived as a matter of policy for Town Projects

Q15: Please confirm fall heights for the play equipment with a detailed layout so we can accurately and economically price out the appropriate thicknesses of the poured in place surfacing system at the play areas (A simple notation next to each play equipment feature on the enlargement plan with the fall height indicated in writing would be great.).

A15: See Answer 10.

Q16: Please also confirm the pattern/color blends expected for the poured in place surfacing.

A16: See Plans and Specifications- Color mixes to be determined during submittal process.

Q17: Is the PIP surfacing to be 100% color? Or are we to use 50% color and 50% black? Please clarify.

A17: See Specification 02887 2.01 a2

Q18: Is the PIP surfacing required to have aliphatic binder?

A18: See Specification 2887 2.01 a2

Q19: Please confirm that the basis of design/bid for the play equipment is Kompan.

A19: Confirmed. See Specifications.

Q20: Please confirm what color the colored concrete is expected to be or to be the basis of bid. There is a large variation in the price for colored concrete depending on the color chosen.

A20: There is no colored concrete within the scope of the Navy Yard improvements. Delete specification section 03360

Q21: Please provide an exact thickness of existing onsite screened topsoil, imported 2mm sand and imported compost we are to carry in our bid as a basis of bid for the athletic field/rootzone soil – this will ensure all bidders are bidding apples to apples.

A21: Borings and Test pits indicate a range of 6”-11”. See Specification 00320 and appendix B.

Q22: Please clarify who pays for material and soil testing. Some areas of the spec say owner some specs say contractor. This would include but not limited to topsoil, rootzone blend, gravels, concrete, PIP surfacing, etc. Need a clear list of who owns what tests.

A22: Contractor pays for all material and soil testing for the submittal process. Owner reserves the right to do their OWN testing at any time on any material.

Q23: Are all stumps to ground in place or removed completely. Please clarify.

A23: All stumps of invasive species shall be removed completely, per specifications. Stumps of non-invasive trees not located under pavement or in the way of footings, trenches, and other construction activities shall be ground to 24” below final grade, per plans. No organic matter shall be buried under pavement, footings, etc. per specifications.

Q24: Please provide a treatment/removal plan for all bidders to follow for any invasive species.

A24: See A12.

No other addenda have been issued to date. All other terms of the bid remain unaltered.

Designation: F2396 – 11

Am American National Standard

Standard Guide for Construction of High Performance Sand-Based Rootzones for Athletic Fields[1]

This standard is issued under the fixed designation F2396; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This guide covers techniques that are appropriate for the construction of high performance sand-based rootzones for sports fields. This guide provides guidance for the selection of materials, including soil, sand, gravel, peat, and so forth, for use in designing and constructing sand-based sports turf rootzones.

1.2 Decisions in selecting construction and maintenance techniques are influenced by existing soil types, climatic factors, level of play, intensity and frequency of use, equipment available, budget and training, and the ability of management personnel.

1.3 This guide offers an organized collection of information or a series of options and does not recommend a specific course of action. This document cannot replace education or experience and should be used in conjunction with professional judgment. Not all aspects of this guide may be applicable in all circumstances. This guide is not intended to represent or replace the standard of care by which the adequacy of a given professional service must be judged, nor should this document be applied without consideration of a project's many unique aspects. The word "standard" in the title of this document means only that the document has been approved through the ASTM consensus process.

1.4 The values stated in SI units are to be regarded as the standard. The values in parentheses are for information only.

1.5 *This standard may involve hazardous materials, operations, and equipment. This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory requirements prior to use.*

2. Referenced Documents

2.1 *ASTM Standards:*[2]

C88 Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

C131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

C1444 Test Method for Measuring the Angle of Repose of Free-Flowing Mold Powders (Withdrawn 2005)[3]

D422 Test Method for Particle-Size Analysis of Soils

D698 Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft^3 (600 kN-m/m^3))

D1883 Test Method for CBR (California Bearing Ratio) of Laboratory-Compacted Soils

D1997 Test Method for Laboratory Determination of the Fiber Content of Peat Samples by Dry Mass

D2944 Test Method of Sampling Processed Peat Materials

D2974 Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils

D2976 Test Method for pH of Peat Materials

D2980 Test Method for Volume Mass, Moisture-Holding Capacity, and Porocity of Saturated Peat Materials

D3080 Test Method for Direct Shear Test of Soils Under Consolidated Drained Conditions

D4427 Classification of Peat Samples by Laboratory Testing

D4972 Test Method for pH of Soils

F1632 Test Method for Particle Size Analysis and Sand Shape Grading of Golf Course Putting Green and Sports Field Rootzone Mixes

F1647 Test Methods for Organic Matter Content of Athletic Field Rootzone Mixes

F1815 Test Methods for Saturated Hydraulic Conductivity, Water Retention, Porosity, and Bulk Density of Athletic Field Rootzones

[1] This guide is under the jurisdiction of ASTM Committee F08 on Sports Equipment, Playing Surfaces, and Facilities and is the direct responsibility of Subcommittee F08.64 on Natural Playing Surfaces.

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[2] For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

[3] The last approved version of this historical standard is referenced on www.astm.org.

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F2060 Guide for Maintaining Cool Season Turfgrasses on Athletic Fields
F2107 Guide for Construction and Maintenance of Skinned Areas on Baseball and Softball Fields
F2269 Guide for Maintaining Warm Season Turfgrasses on Athletic Fields
F2651 Terminology Relating to Soil and Turfgrass Characteristics of Natural Playing Surfaces

3. Terminology

3.1 *Definitions:*

3.1.1 Except as noted, soil-related definitions are in accordance with Terminology F2651.

NOTE 1—Particle size ranges for sand, silt, and clay used in this standard vary somewhat from ranges given in Test Method D422.

4. Significance and Use

4.1 A dense, uniform, smooth, and vigorously growing natural turfgrass sports field provides the ideal and preferred playing surface for most outdoor field sports. Such a surface is pleasing to the spectators and athletes. A thick, consistent, and smooth grass cover also increases playing quality and safety by providing stable footing for the athletes, cushioning their impact from falls, slides, or tackles, and cools the playing surface during hot weather. Sand is commonly used to construct high performance sports turf rootzone systems. Sand is chosen as the primary construction material for two basic properties, compaction resistance and improved drainage/aeration state. Sands are more resistant to compaction than finer soil materials when played upon within a wide range of soil moisture conditions. A loamy soil that may provide a more stable surface and enhanced growing media compared to sand under optimal or normal conditions will quickly compact and deteriorate in condition if used in periods of excessive soil moisture, such as during or following a rainy season. A properly constructed sand-based rootzone, on the other hand, will resist compaction even during wet periods. Once compacted, sands are easier to decompact with the use of mechanical aeration equipment. Even when compacted, sands will retain an enhanced drainage and aeration state compared to native soil rootzones under the same level of traffic. As such, sand-based rootzones are more conducive to providing an all-weather type of playing surface. Properties of both the soil and grass plants must be considered in planning, constructing, and maintaining a high quality sports turf installation. Turfgrass utilized must be adapted to the local growing conditions and be capable of forming a thick, dense, turf cover at the desired mowing height. Unvegetated sand in and of itself is not inherently stable; therefore, it is imperative that grasses with superior wear tolerance and superior recuperative potential are utilized to withstand heavy foot traffic and intense shear forces. Sand does, however, have incredible load bearing capacity and if a dense, uniform turf cover is maintained, the sand-based system can provide a very stable, firm, smooth, and uniform playing surface. A successful sand-based rootzone system is dependent upon the proper selection of materials to use in the project. The proper selection of sand, organic amendment, soil and gravel is of vital concern to the performance of the system and this guide addresses these issues.

4.1.1 During construction, consideration should be given to factors such as the physical and chemical properties of materials used in the area, freedom from stones and other debris, and surface and internal drainage.

4.1.2 Maintenance practices that influence the playability of the surface include mowing, irrigation, fertilization, and mechanical aeration and are factors addressed in other standards (see Guides F2060 and F2269).

4.2 Those responsible for the design, construction, or maintenance, or a combination thereof, of natural turf athletic fields for high-performance, all-weather purposes will benefit from this guide.

4.3 A successful project development depends upon proper planning and upon the selection of and cooperation among design and construction team members. A high-performance, sand-based rootzone project design team should include a project designer, an agronomist or soil scientist, or both, and an owner's representative. Additions to the team during the construction phase should include an owner's project manager (often an expansion of role for the owner's representative), an owner's quality control agent (often the personnel that is employed in advance with the intent of becoming the finished project's sports field manager), an owner's testing agent (often an expansion of roles for the project's agronomist/soil scientist), and the contractor.

4.3.1 Planning for projects must be conducted well in advance of the intended construction date. This often requires numerous meetings to create a calendar of events, schedule, approvals, assessments, performance criteria, material sourcing, geotechnical reports, and construction budgets.

NOTE 2—Other specifications on soils for athletic field construction have been published and have been considered during the development of this guide.

5. Construction

5.1 The steps to be used in construction of a new athletic field include:

5.1.1 Survey and stake the site to establish subgrade and finish grade elevations.

5.1.2 Construct and prepare subgrade, and provide a correct and certified subgrade.

5.1.3 Install subsurface drainage system, frame out warning tracks, skinned areas, and so forth, as appropriate.

5.1.4 Install irrigation system (irrigation system may be installed prior to rootzone installation).

5.1.5 Prepare for rootzone installation.

5.1.5.1 Secure suitable sand, properly tested and approved.

5.1.5.2 Blend any amendments with sand to project specifications, approve using QC program.

5.1.5.3 Install approved gravel (if included in design).

5.1.6 Install rootzone blend.

5.1.7 Bring field to final grade and contour in accordance with specifications, compact to specifications.

5.1.7.1 A pre-plant fertilizer application may be applied at this point as specified.

5.1.8 Establish turf by appropriate methods (seed, sprigs, plugs or sod).

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5.1.9 Fertilize the installation as appropriate based upon soil testing.

5.1.10 Turf is to be established based upon grow-in recommendations from a competent agronomist or soil testing laboratory, as appropriate for the turf species utilized and the climate of the site.

5.2 *Survey and Stake*—This procedure should be done to conform to the project designer's specifications as appropriate for the sport. In the case of the construction of a replacement field, this step may be deleted or modified as appropriate. Care should be taken to protect staking during the construction process.

5.3 *Construct and Prepare Subgrade*—Contour the subgrade in accordance with specifications at a suggested tolerance of ±12.5 mm (½ in.) within 3 m (10 ft) of linear direction as specified in 5.5.6. The subgrade should be installed at a depth such to accommodate the final profile depth of rootzone and any gravel layer (if included). The subgrade should be compacted sufficiently (suggested 85 % minimum to 90 % maximum proctor density) to prevent future settling. Subgrade should be designed to conform to surface contour of finished playing surface.

5.4 *Subsurface Drainage System*—Many types of designs exist for subsurface drainage most commonly including a grid or herringbone pattern. The project specifications should include a subsurface drainage design to facilitate drainage for a 25 year storm event. Most commonly used drainage systems for sand-based athletic fields include utilizing perforated drainlines 10 cm (4 in.) in a 4.5 m (15 ft) to 6 m (20 ft) spacing between drainline laterals.

5.4.1 *Drainline Trenches*—Trenches constructed for drainlines should be excavated into a properly prepared, graded, and compacted subgrade. Drainage trenches should be of a depth such to conform to the drainage contours. All drainage trenches and drainline installations should maintain a minimum positive slope gradient of ≥0.5 % toward drainage outlets with trench bottoms compacted to subgrade specifications. Drainage excavations should be made such that a minimum of 5 cm (2 in.) of bedding material can be contained around the installed drainline (below, to each side, and above). For example, a 10 cm (4 in.) diameter drainline installation will require a minimum dimension of 20 cm (8 in.) wide by 20 cm (8 in.) depth (for example, 10 cm drainline + (5 cm/side × 2 sides) = 20 cm; 10 cm drainline + 5 cm top + 5 cm bottom = 20 cm). Once drainage trenches are excavated, all excavated material should be removed from the subgrade surface and disposed off site. The subgrade should have no elevations of subgrade soil material such to hinder the flow of water along the subgrade interface into the drainage trench. Once drainage trenches have been excavated, the trench bottoms should be sufficiently compacted to the subgrade compaction specifications prior to installation of drainage system. Subgrade shall be re-surveyed and certified prior to gravel or rootzone import.

5.4.2 *Surface Drainage*—To maintain adequate surface drainage, all field installations should include a minimum of 0.5 % slope gradient (simple slope or crown) to remove water off of the playing field in case of a storm event with severe rainfall intensity and to facilitate the use of tarps. It is recommended that an adequate number of small size surface drainage inlets be installed in the perimeter of the installation (in out-of-play areas) and tied into the drainage collection system for removal of surface runoff with the subsurface drainage water.

NOTE 3—In planning and designing projects, consideration shall be given to the permeability of the rootzone when determining the slope of the finished surface and the need for adjacent surface drainage systems. Further consideration shall be given in cold climates where frost penetration may impact the permeability of the rootzone when determining the slope of the finish surface and the need for adjacent surface drainage systems. Generally, the need for improved surface drainage increases as the permeability of the rootzone decreases.

5.4.3 *Sub-Surface Drainage Material*—Three recommended options exist for the use of drainage material. Option 1 could utilize sand rootzone material to backfill around drainlines within the drainage trenches. Option 2 could utilize gravel material to backfill around drainlines in the drainage trenches. Option 3 could include the use of gravel to backfill around drainlines in drainage trenches and to form a drainage layer overlying the subgrade before placement of rootzone sand blend. All backfill treatments shall be compacted to specifications prior to further installation procedures. It is recommended that backfill for trench bottoms is installed and compacted prior to installing drain pipe into the trenches. It is recommended that the trench bottom remain unobstructed as installed and no soil pilings, wood blocks, concrete or metal blocks are used to adjust and maintain slope of drainlines. Any blocks used for this purpose must be removed from under the drainlines and any cavities backfilled before proceeding. It is recommended that drainage trenches (bottom and sides *only*) should be lined with a woven geosynthetic filter fabric to prevent contamination (lateral movement of subgrade materials into trench fill). Geosynthetic filter fabric should *not* be used to cover the drainage trench. It is recommended that all drainlines are installed straight (without 'snaking') within the trenches. It is recommended that sleeves (of oversize PVC piping) should be installed across the drainage trenches at appropriate points as indicated by the irrigation design to facilitate irrigation pipe installation at points where the irrigation line crosses over the drainage trenches.

5.4.3.1 *Option 1*—Rootzone sand (with or without other rootzone amendments) may be utilized to backfill around drainlines. If sand is utilized for this purpose, the drainage pipe used in these installations must be of a type that utilizes slitted perforations with slit openings meeting a specification of D_{85} sand/slot width >1.5, to reduce the potential for particle migration into the drainage system (**7**).

5.4.3.2 *Option 2*—Gravel may be used for backfill of drainage trenches. If gravel is used for backfill, it should conform to the specifications in Table 1. Soft gravel minerals (such as limestone, sandstone, or shale) are not acceptable for use and all questionable gravel material should be tested for weathering stability using the sulfate soundness test (see Test Method C88). A loss of material greater than a 12 % by weight is unacceptable. Likewise, any gravel material that is suspect in its mechanical stability should be tested utilizing the LA

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TABLE 1 Gravel Filter/Drainage Layer Specifications (7, 8)

Performance Factor	Criteria	Acceptable Value
Filtering Factors	D_{15} of gravel/D_{85} of rootzone mix	<5
	D_{50} of gravel/D_{50} of rootzone mix	<25
Permeability Factor	D_{15} of gravel/D_{15} of rootzone mix	≥5
Uniformity Factors	D_{90} of gravel/D_{15} of gravel	≤2.5
	>12 mm fraction	0 %
	<2 mm fraction	≤10 %
	<1 mm fraction	≤5 %

Abrasion test (see Test Method C131). An LA Abrasion test value greater than 40 is unacceptable.

5.4.3.3 *Option 3*—Gravel may be used to backfill drainage trenches and to form a drainage layer beneath the sand rootzone. If gravel is used for this purpose, the same gravel should be used for backfill and the drainage layer, and should conform to the specifications given in Table 1. Soft gravel minerals are not acceptable for use and all questionable gravel material should be tested for weathering stability using the sulfate soundness test (see Test Method C88). A loss of material greater than 12 % by weight is unacceptable. Likewise, any gravel material that is suspect in its mechanical stability should be tested utilizing the LA Abrasion test (see Test Method C131). An LA Abrasion test value greater than 40 is unacceptable. A gravel drainage layer should be a minimum of 7.5 cm (3 in.), with 10 cm to 15 cm (4 to 6 in.) preferred. During installation, the gravel is typically dumped from the delivery trucks onto the perimeter, and then distributed over the construction site by a small, tracked, crawler tractor (or similar), being careful to avoid driving over and crushing the drain lines. Contour and compact the gravel in accordance with specifications at a suggested tolerance of ±12.5 mm (½ in.) within 3 m (10 ft) of linear direction and as specified in 5.5.6.

5.4.3.4 *Discussion*—If gravel is utilized as a drainage layer, it will improve the drainage of the system under conditions of saturated flow only. Saturated flow conditions typically only occur during intense or prolonged rainfall events. Under unsaturated conditions, the use of a gravel layer will impede drainage and will serve to retain additional moisture within the rootzone profile. This condition is commonly referred to as a 'perched' or 'suspended' water table. The water perched in the rootzone at the interface with the gravel will be retained in a condition nearing saturation. While such conditions may be beneficial in terms of water conservation, care must be exercised in the design of the rootzone system, such that excessive moisture is not retained that could lead to anaerobic rootzone conditions. Such conditions are common on poorly designed gravel, underdrained, sand-based rootzone systems. If a gravel underdrain system is used, the design parameters should be adjusted to assure a minimum of 15 cm (6 in.) of well aerated rootzone. If the capillary rise of salts or other contaminants from the subgrade are of concern on a particular project, the use of a gravel layer is recommended to prevent this occurrence.

5.4.3.5 *Determination of Well-Aerated Rootzone Conditions*—A well-aerated rootzone is normally that portion of the rootzone that retains ≥20 % air-filled porosity (AFP) after gravitational drainage ceases (as determined at 40 cm tension). To determine the depth of sand required to obtain the desired well-aerated profile depth, a soil moisture retention curve of the rootzone material must be determined. Considering that the perched water above a gravel layer will be retained at a tension of approximately 10 cm tension, the moisture retention status of the rootzone material should be considered at tensions greater than 10 cm until the proportion of air-filled pores within the rootzone material reaches 20 % or greater. For example, let's hypothesize that a soil moisture retention curve shows that a material reaches 20 % AFP at 21 cm tension. To provide a 15 cm well-aerated rootzone, our profile depth would be 21 cm (AFP threshold tension) – 10 cm (tension of perched water) + 15 cm of well-aerated rootzone, for a total rootzone depth of 26 cm. Moisture retention points should be determined utilizing methodologies in Test Method F1815.

5.5 *Sand-Based Rootzone*—Materials used to provide the sand for the rootzone shall meet the performance criteria established in this guide. Additions of peat or soil, or both, may be included in small proportions as part of the rootzone blend, if the inclusion of these materials will not bring the resulting blend out of specifications and if they are uniformly blended together to form a homogeneous blend.

5.5.1 *Sand Type*—Quartz sands are recommended; if sand contains more than 5 % calcium carbonate equivalent, the sand has the potential for particle cementation due to dissolution and reprecipitation of carbonates. Other sands are not recommended due to their propensity to weather (by either mechanical or chemical means, or both) over a relative short period of time (1 to 5 years) that may influence the performance of the construction. For example, granitic material often contains appreciable amounts of feldspar or mica which is much more readily subject to weathering. Caution should be given to sands that contain appreciable proportions of mica minerals. Mica grains have a flat or plate-like morphology and redistribution of these grains with a rootzone profile may create layers that impede drainage and aeration.

5.5.2 *Particle Size Distribution*—Particle size analyses (Test Methods D422 or F1632) are based on oven-dried mass of a weighed sample; shaker is the preferred method of dispersion to prevent fracturing of sand particles that may falsely influence the sand size distribution. There are many published specifications within the turf industry for sand size distribution for sand-based rootzone constructions. Many of these specifications are primarily intended for golf green construction. As such, the amount of coarse material allowed is limited in order to produce a very smooth surface under extremely short mowing conditions to facilitate smooth roll of the small golf ball. Such conditions are not required for athletic field construction and the use of higher proportion of coarser sand material can be utilized. Table 2 includes a recommended sand particle size distribution (before amendments), but is not inclusive of all size distributions of sands that could be used to produce a high performance sand-based field. Additionally:

5.5.2.1 No more than 30 % in the combined very coarse sand, fine gravel, and gravel fractions.

5.5.2.2 At least 60 % of the total sand should be in the combined medium sand and coarse sand fractions.

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TABLE 2 Recommended Particle Size Distribution of Rootzone Sand[A]

Size Fraction	Particle Diameter Range	Specified Range (%)
Gravel	>4.75 mm	0 %
Gravel	3.4 to 4.75 mm	<5 %
Fine gravel	2.0 to 3.4 mm	<20 %
Very coarse sand	1.0 to 2.0 mm	<20 %
Coarse sand	0.5 to 1.0 mm	25 to 50 %
Medium sand	0.25 to 0.5 mm	>25 %
Fine sand	0.15 to 0.25 mm	<10 %
Very fine sand	0.05 to 0.15 mm	<5 %
Silt	0.002 to 0.05 mm	<5 %
Clay	<0.002 mm	<3 %

[A] See 5.5.2.1-5.5.2.4 for additional recommendations.

5.5.2.3 No more than 15 % in the combined fraction less than 0.25 mm (fine sand, very fine sand, silt and clay fractions).

5.5.2.4 A Coefficient of Uniformity ($CU = D_{60}/D_{10}$) value of 2.5 to 4.5.

5.5.3 *Sand Shape*—Although acceptable sand-based rootzones can be constructed with sands of all shapes, this factor is worth consideration in athletic field construction. Sand shape is generally classed as to angularity and sphericity. Angularity includes well-rounded, rounded, subrounded, subangular, angular, and very angular. Sphericity includes high sphericity, medium sphericity, and low sphericity. Sand shape should be classified according to Figure 1 of Test Method F1632. While no sand will have sand grains of uniform shape, there is normally a predominant shape of grains from a single sand source. The shape and dimension of sand grains affect its stability. For example, rounded grains are the least stable because of the lack of edges to interlock the grains. As such the sand grains tend to act like small ball bearings. Angular sands to have greater stability because the sharper edges have a greater grain-grain interlock and resistance to shear. Sands that have a predominance of grains that show extremes in angularity (extremely angular or extremely round) that fit outside the classification in Test Method F1632 should be avoided. Likewise, extremely high or low sphericity particles should be avoided, including plate-like particles. Many dune sand sources may contain sand grains that have internal fracture planes. During the saltation process, dune sands can become rounded as they roll and skip along the surface as a function of the wind. However, during strong wind events, the grains can be moved at a high velocity, whereby the grains impacting upon each other develop 'cracks' or fracture planes within the grain. When rootzones are constructed with these sands, traffic and other weathering factors may cause the grains to fracture along these planes, resulting in the formation of silt-size quartz grains which may then be prone to particle migration and subsequent accumulation in layers. Sand grains should be examined under 20 to 50× magnification for sand size, shape, and potential fracture planes.

5.5.4 *Rootzone Amendments*—Two types of amendments are commonly included in a blend with sand that together make up the rootzone material. This would most commonly include a blend with soil or peat, or both.

5.5.4.1 *Soil*—Soil is commonly used as a component of a sand-based rootzone construction in order to provide some enhanced capacity for moisture and nutrient retention and sometimes to improve the mechanical stability of the rootzone. Proportions of soil in a high performance rootzone mix typically range from 5 to 15 % by volume. The amount of soil to include in a blend depends upon the make-up of the soil component, and the effects of the soil additions to the physical performance characteristics of the resulting blend. Ideally, the soil component would be one that is composed purely of clay. Clay minerals generally have good moisture and nutrient retention capacities, and if present in high enough proportions may significantly improve rootzone stability by enhanced cohesive properties. When clay is included in a blend with sand in the appropriate proportion, the clay will coat the sand and form bridges between sand grains without clogging up the large pores (interstitial pores or packing voids) of the sand matrix. If a pure clay source is used, many sands will accommodate 10 to 15 % clay additions without clogging. However, care must be used in the blending and preparation process because a small increase in clay content can cause a drastic detrimental change in the performance of the rootzone. This is a primary reason for a well-designed calibration and quality control program. Other soils may be used as a component of a sand-based rootzone blend, but should be restricted to those soil textures that are low in silt content. Silt is normally a fine-grained, non-plastic soil material and is subject to migration and layering. Soils that exhibit a silt to clay ratio greater than 2 should not be used. Likewise, those soils with a fines (silt + very fine sand + fine sand) to clay ratio greater than 3 should be avoided. Generally, soils containing more than 6 % organic matter should not be used, nor any mucky-type soils. Peat may be used to increase the organic matter content in a three-way blend of sand-soil-peat.

5.5.4.2 *Peat*—Peat is commonly used as an amending source in a sand-based rootzone. Proportions of peat included in a blend (usually 15 to 20 % by volume) should give an organic matter content of 0.3 to 2.0 % by mass. As with soils, peat adds water and nutrient retention capacity, but will add little in terms of increased soil strength (cohesion). Peats can also slow water movement through excessively drained sands. Finer peats, whether by decomposition or by finer grinding, generally have a greater effect on slowing water movement. Three sources of peat have been used successfully to modify sands. They are moss peats (sphagnum and hypnum), reed-sedge peats (derived from reeds, sedges, marsh grasses, and other plants of the wetland), and peat humus, which is decomposed peat (usually derived from moss or reed-sedge sources). Peats to avoid in modifying sands are woody peat (derived from trees and shrubs) and sedimentary peat (derived from plants that grow in water and found on pond and lake bottoms). Peats can be classified according to fiber content (see Classification D4427). In general, moss peats fall into the fibric classification, which indicates the greatest fiber content; reed-sedge peats into the hemic classification (a mid-range of fiber content); and peat humus into the sapric classification (lowest fiber content). The acceptable sources of peat range in their physical and chemical properties and information in Table 3 can be utilized during the selection of a peat. Fibric peats are characterized by low ash contents, and low volume weights

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TABLE 3 Suitability Ratings of Properties of Organic Amendments for Utilization in High Performance Sand-based Athletic Field Rootzones

Rating\Property	C/N Ratio	Ash Content	pH
Preferred	20:1 to 30:1	<12 %	4.5 to 7.0
Acceptable	30:1 to 50:1	12 to 17 %	3.5 to 4.5
Marginal	50:1 to 80:1	17 to 30 %	3.0 to 3.5
Unacceptable, or use only with caution	<20:1 or >80:1	>30	<3.0 or >7.0

(bulk densities). Because of a lower volume weight, a greater amount on a volume basis than with the other sources will be needed to achieve a desired organic matter content in the blend, which is reported on a mass basis. The low volume weight peats do not mix as readily as heavier peats when being mixed on-site by tillage, but this problem is largely negated by off-site mixing with various blending equipment. Off-site mixing is preferred for high performance sand-based rootzones. The fibric peats decompose more rapidly than hemic and sapric peats; however, their longevity is such that they provide benefits until organic additions from the turfgrass stand contribute significantly to the soil organic matter pool. With sphagnum moss peat, low pH may create the need for lime additions to the mix, and relatively low nitrogen (N) content and wide C/N ratio could lead to N tie-up by microorganisms and the need for additional N fertilization. Potential problems encountered with fibric peats are reduced with hemic peats, which are denser, somewhat lower in acidity, higher in N content, and more readily mixed. Also sapric, or decomposed peats, have fewer problems with pH, N content, and volume weight; however, they contain more ash and some low quality sapric peats may contain mineral soils that result in unacceptably high ash contents. The organic matter in sapric peats, already being in a somewhat decomposed state, is more stable than organic matter in the more fibrous peats. Peats considered for inclusion in high performance sand-based rootzones can be classified according to Classification D4427, and further tested by methods listed in 5.5.5.3. Suggested recommendations for peat/organic amendments for high performance sand-based rootzones are given in Table 3.

5.5.4.3 *Discussion*—Often the use of composts are proposed as substitutes for peat products. While in some instances, composts may produce satisfactory products for inclusion in a rootzone construction, the variability of compost products tends to be much higher than those of natural peat deposits. This variability is especially true over time and from season to season. Composts also typically contain higher ash content, may contain contaminants of soil or other earthy materials, may contain wood, and may not be completely stable in terms of chemical and physical properties. Composts may also contain high elevations of trace metals or salts, or both (although testing can be used to determine the level of these constituents). The use of composts in a high performance sand-based rootzone should be approached with a high degree of caution and employed with thorough quality control in the sourcing and construction phases. Under strict control and testing, composts have and may be used for high performance sand-based rootzone constructions. It is recommended that only compost products be used that have been used successfully in high performance sand-based field mixes in the past, and only in amounts sufficient to meet the performance parameters outlined in this guide. Mix design and testing should be performed by laboratories experienced in evaluating composts and compost amended mixes.

5.5.4.4 *Quality Control (QC) Program*—Every high performance sand-based rootzone should be constructed using a well designed and administered calibration and QC program. Such program should set the parameters to be included in the QC testing, the procedures for sampling, sampling intervals, handling the samples (chain of custody), the limits/tolerances or confidence intervals for accept/reject status within a sample, and the allowable variability of test parameters between samples.

5.5.5 *Rootzone Blending*—Rootzone blending is perhaps the most critical aspect of the construction process. Once amendment ratios are known, the components of the blend should be prepared.

5.5.5.1 *Sand*—The sand should have been previously processed, stockpiled, tested, approved, and quality control tested.

5.5.5.2 *Soil*—Any soil amendments should have been tested and approved and then prepared for blending by first shredding, screening, and the removal of any objectionable stones or other items. Once the soil has been prepared in this manner, the soil should be transported to the blending site for stockpiling. Once the material arrives on site, it should be protected from weather, particularly rain. During the processing and transportation of the soil component, it may be beneficial to mix or homogenize the soil material as much as is feasibly possible. Once homogenized and transported to the blending site, an additional sample should be taken and tested for conformance with the original tested material so that any adjustments in the blending proportions needed to compensate for variance in the soil stockpile may be made. It should be noted that soil components (particularly topsoils) are a potential source of weeds by seeds or plant parts. Consideration for eradication or fumigation of these materials may be warranted.

5.5.5.3 *Peat*—The peat product used for amending the sand should have been tested and approved prior to shipment of material to the blending site. Once the material arrives on site, it should be protected from weather, particularly rain. As peat is unloaded or unpackaged, it should be visually inspected for apparent uniformity within the shipment. If the project owner, project designer, or agronomist is sufficiently familiar with the peat material from past projects, the only QC testing that may be required for the peat is the calibration and QC for organic matter content of the resulting sand-peat mix. If the peat product/source is new or unfamiliar to the project personnel, additional QC tests should be performed at set testing intervals prior to blending. Peat QC test parameters may include ash content, organic matter, pH, fiber content, moisture content and volume weight (see Test Methods D1997, D2944, D2974, D2976, D2980, and Classification D4427) and C/N ratio. The above advice also applies to composts used as organic amendments.

5.5.5.4 *Blending*—The blending operation should only proceed once all of the materials have been tested and approved

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and transported to the blending site. It is recommended that blending operations proceed off-site as to the installation. Possible blending sites include: *(1)* the location for sand materials supply or stockpile; and *(2)* in an area adjacent to field site (such as a paved parking lot). The materials to be blended should be blended in a slightly moist to moist condition. Excessively wet material will not blend together properly and uniformly. Blending should be performed using commercial soil blending equipment designed for this purpose. The project designer should calculate production to include a minimum of 5 % (10 % preferred) additional rootzone material to account for shrinkage. Any leftover rootzone material could be stockpiled by the owner for use in future maintenance (topdressing) operations and for other repairs. The blending should be initiated with the preparation of a 'batch' for calibration purposes. A calibration batch stockpile is normally composed of a 100 ton minimum. The calibration batch should be sampled and tested to assure the blending equipment is properly calibrated before proceeding further. Each test for calibration may delay the blending operation 24 to 48 h, awaiting test results and recommendations from the testing laboratory. Another option would be to employ a commercial testing agent with the capacity to perform on-site testing with mobile laboratory equipment. The mobile laboratory may be utilized throughout the calibration and blending process to facilitate the logistics of the operation. It is recommended that 1 of 10 tests conducted by the mobile laboratory are duplicated at the regular laboratory facility to assure accuracy of the on-site testing data.

5.5.5.5 *Stockpile Storage and Transportation*—During the blending operation, and once the rootzone material has been blended and all QC approvals have been met, the stockpiled material should be protected against the effects of weather. If heavy rain is expected, the stockpiles should be covered, if possible. To protect against wind erosion of soil or organic components, the stockpiles should be kept moist on the surface of the stockpile. Once stockpiled rootzone material is to be transported to the construction site, care should be taken to ensure that the loading equipment and haul vehicles/containers are properly sanitized such to contain no foreign soil, aggregate, asphalt, and so forth that might contaminate the blended rootzone material. When the stockpile material is being picked up for loading, care should be exercised to assure that the bucket of the loading equipment is not picking up underlying soil or asphalt and that cleated tires or tracks are not 'tilling' other material into the rootzone mix.

5.5.6 *Grading Requirements*—All grades should conform to those grades and elevations as specified in the construction documents. The suggested method for grade evaluation and grade tolerances are:

5.5.6.1 For general conformance, perform an as-built survey based upon an 8 m (25 ft) grid to be within:

(1) Subgrade, ±12.5 mm (½ in.).

(2) Gravel Drainage Layer (if used), ±12.5 mm (½ in.).

(3) Surface/Finish, ±6 mm (¼ in.).

5.5.6.2 For specific conformance and acceptability of grades between grid points (spot check), it is recommended that any observed (or suspected) high and low points be checked using a 3-m (10-ft) straight edge with tolerances based upon:

(1) Subgrade, ±12.5 mm (½ in.) in any linear direction.

(2) Gravel Drainage Layer (if used), ±12.5 mm (½ in.) in any linear direction.

(3) Surface/Finish, ±6 mm (¼ in.) in any linear direction.

5.5.6.3 Grades shall be correct, certified, and approved (at each phase: subgrade, gravel layer (if used), and finish grade) by the owner or project designer, or both, prior to proceeding to the next phase of construction. Correct and certified grade shall be given by the production of an as-built drawing/diagram depicting elevation and location data that has been prepared and stamped by a licensed surveyor. The certified as-built drawing/diagram shall be submitted for approval to the owner or project designer, or both, as specified in the construction documents prior to proceeding to the next phase of the field construction.

5.6 *Installation*—Installation procedures include the installation of the drainage trench backfill material, installation of any gravel drainage layers, delivery, and installation of the rootzone material, installation of the irrigation, finish grading of the site, and then turf establishment. Rootzone installation depth shall conform to project designer's specifications. Typical rootzone placement depths range from 15 cm (6 in.) to 30 cm (12 in.) for installations without a gravel drainage layer. If a gravel drainage layer is used, the rootzone placement depth must be correlated with the desired depth of well-aerated rootzone. Typically, the profile depth of a sand-based field installed over a gravel drainage layer ranges from 23 cm (9 in.) to 40 cm (16 in.).

5.6.1 *Installation of Drainage Materials*—Drainage trench installation should be completed to the point of backfill and compaction (see 5.4.3) prior to installation of the irrigation system. If a gravel drainage layer is a component of the system design, the installation of the gravel layer should be completed following the rough installation and pressure testing of the irrigation system.

5.6.2 *Installation of the Irrigation System*—Irrigation system shall be designed and installed to provide head to head coverage with uniform distribution (**9**). Suggested irrigation design uniformity values (CUIRR or Christiansen's coefficient of uniformity) are: *(1)* football, soccer, or other rectangular field designs: ≥90 %; and *(2)* baseball/softball, cricket, or other non-rectangular field designs: ≥84 %. Irrigation pipe should be installed to a depth sufficient to be protected from mechanical aeration maintenance practices. Normally, this would be at a depth of 36 cm (14 in.) or more from finished grade. In the case of shallow profile designs of less than 20 cm (8 in.), the irrigation lateral and mainlines may be installed within the subgrade below the depth of the entire drainage system. The installation of the irrigation lines below the drainage system serves to isolate the irrigation lines from potential damage from aeration or other maintenance practices. Irrigation mainlines

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and lateral lines (with sleeving, if included) should be installed prior to placement of the gravel drainage layer (if used) or rootzone materials, or both. Irrigation lines crossing drainage trenches may be 'sleeved' across the drainage trench to facilitate subsequent irrigation system installation without disturbing the drainage trench system. Irrigation lines *should not* be installed within the same trenches as the drainage system in order to minimize the disturbance of one system to the other as they are being installed or repaired. The irrigation system mainlines should be pressure checked (24 h static pressure) before backfilling and prior to proceeding with the next construction phase.

5.6.2.1 *Complete Installation of Gravel Drainage Layer*—If a gravel drainage layer is used as a component of the rootzone design, this gravel layer may be installed once the irrigation system rough installation and a pressure check are completed.

5.6.3 *Delivery and Installation of the Rootzone*—The rootzone material should be transported to the site and dumped around the perimeter of the site. A small crawler tractor is ideally suited to spread the rootzone material working from the perimeter inward toward the center of the field. Wheeled tractors or larger tractors may cause excessive pressure that could lead to crushing of the drainage pipes, rutting of the subgrade, or over compaction of the rootzone material. As subsequent rootzone material is moved to the site for dumping, a plywood course should be constructed over the installed rootzone to facilitate the movement of trucks onto the field for dumping of the load. The plywood course not only protects the rootzone from rutting and excessive compaction, but also allows the trucks to deliver their load without becoming stuck in the sand. Under no circumstances should trucks or other equipment be allowed to travel over the uncovered subgrade. Once the delivery of the rootzone material is completed, the field may be shaped, rough-graded, and compacted as specified.

5.6.4 *Final Field Preparations*—Final field preparations include bringing the field to final grade and contour and may include pre-plant fertilization and pre-plant irrigation.

5.6.4.1 *Finished Grade*—Once the rootzone material has been installed and rough graded, the field should be graded to final (finish) grade and contour. It is strongly recommended that laser guided leveling equipment is specified and utilized for this critical aspect of the construction process. A smooth and uniform grade is a very important aspect of proper conditions for enhanced playability and safety of an athletic field. The specified grade and contour should conform to a ±6 mm (±¼ in.) within 3 m (10 ft) in any lateral distance for general conformance and specific conformance as outlined in 5.5.6. Such tolerances are only achievable with laser-guided equipment. During the finish grade operation, compaction should be achieved by irrigating and rolling the surface utilizing a lightweight roller (less than 2 ton) with at least two passes in perpendicular directions. Finished grade should be within specified tolerances, correct and certified as specified (see 5.5.6) before turf installation.

NOTE 4—In general, as the soil component in a sand-based rootzone increases, rolling should be performed with lighter equipment also giving a higher level of attention to the moisture content of soil component. In any case, it is recommended that when using soil components with an increased potential to compact in a blend with sand, rolling shall be done with caution.

5.6.4.2 *Pre-Plant Operations*—Pre-plant operations may include the use of a pre-plant fertilizer or other soil fertility amendment. Applications can be made as a granular product that is spread across the field or as a liquid application that is sprayed across the field or injected into the irrigation system. Once the pre-plant materials are applied, it may be desirable to lightly irrigate or 'water-in' the applied materials. Any pre-plant operations must be performed with care to avoid rutting or disruption of the final grade in any manner. Only lightweight or walk-behind equipment is advisable.

5.6.5 *Turf Installation*—The turf to be used in the athletic field project should be thoughtfully considered and specified by the project's project designer, owner, or project agronomist. It should be of a species and cultivar adapted to the local climate, capable of withstanding the stresses imposed on an athletic turf, while providing good playability and aesthetic characteristics. Depending upon turf species and cultivar selected, turf installation methods may include seeding, sprigging, plugging, or sodding. Any turf installation methods used must be carried out in a manner that protects the integrity of the finished grade. No heavy machinery such as tractors, hydrospray tanks, or trucks should be allowed on the surface, unless equipped with turf-type tires.

5.6.5.1 *Seeding and Sprigging*—Seeding and sprigging offer the most flexibility of the methods because they do not pose the risk of contamination of the rootzone with attached soil, they can be spread or planted mechanically or by the use of hydroseeding/hydrosprigging. If the project construction timeframe allows, seeding or sprigging are the preferred methods of establishment. Any mechanical sprigging equipment or seeders should be outfitted such to avoid disruption of finished grade. The use of heavy or large hydrosprig/hydroseed equipment intended for use in the hydroseeding or hydrosprigging of roadside and highway landscapes should be avoided, except where the equipment can be kept off the field and the hydroseed/hydrosprig material applied by use of a hose. Seeds or sprigs should be Certified turfgrass seed/sprigs (if available). Seeds or sprigs shall be free of, or below acceptable threshold levels for, objectionable or noxious weeds, foreign turfgrass cultivars, off-types of the same species, insects, nematodes, diseases, or any other objectionable material.

5.6.5.2 *Plugging*—Establishment of rapidly growing warm season turf cultivars that propagate by spreading through rhizomes or stolons (for example, seashore paspalum and bermudagrass), may be established by plugging. Plugging has some distinct advantages as an establishment method. Installed plugs have an established root system, and therefore are not as subject to stresses of drought should an interruption in water supply occur, or if limited water quantities are available for irrigation. If the growing medium of the plugs was a 'soil-less' mix, then minimum contamination of the rootzone can be expected. Plugs can be planted on a wide variety of spacings, depending upon the desired rate of grow-in desired and the turf cultivar utilized. Typical plug planting spacing ranges from 20 cm (8 in.) to 40 cm (16 in.) on center. Plugs should be free of weeds, contaminants, off-type turf, or any other objectionable

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TABLE 4 Sod-soil to Rootzone Sand Compatibility Recommendations

Criteria	Preferred	Acceptable	Marginal	Unacceptable
$D_{50}R/D_{50}S$	<2.5	2.5 to 5.0	5 to 10	>10
Silt and clay (%)	<5	5 to 10	10 to 15	>15
Silt to clay ratio	<2	2 to 5	5 to 7	>7
Gravel (>2 mm) (%)	0	0 to 2	2 to 5	>5

R = Rootzone S = Sod-soil
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TABLE 5 Recommended Physical Properties of the Rootzone Mix (Test Method F1815)

Physical Property	Specified Range
Total porosity	35 to 45 %
Bulk density ($kg \cdot m^{-3}$)	1.5 to 1.7
Air-filled porosity	15 to 25 %
Capillary porosity	15 to 25 %
Saturated hydraulic conductivity (cm/h)	≥25
(Saturated hydraulic conductivity [in./h])	(≥10)

material. Plugs for athletic fields are best planted by hand. Another method of plug establishment is sometimes utilized whereby a mechanical planter processes sod into irregular pieces and then plants them as 'plugs.' This method of plugging irregular sod pieces may also be used for satisfactory establishment of turf and can be done mechanically with due caution to avoid disruption or rutting of the finished grade.

5.6.5.3 *Discussion*—Plugging as used in this guide defines the use of discreet media-rooted turf plugs (as often coming in a plastic media tray). This method of plugging should not be confused with the practice of planting irregular sod pieces, which is also referred to as plugging in some areas. Plugging by the use of irregular sod pieces is a practice more closely resembling a sprigging operation and the establishment of turf by this practice should conform to the specifications as given for mechanical sprigging.

5.6.5.4 *Sodding*—Sodding offers the quickest establishment of any turf installation method. Sod can come in rolls or slabs of various dimension and thickness. If sod is to be used, it is preferable to wash the soil from the sod before installation to avoid contamination of the rootzone. If washed sod is not available, then only sod grown in sand or loamy sand soil should be considered. Any sod-soil considered for installation in the project should meet the criteria as outline in Table 4. Big-roll sod is the preferred sod type in order to reduce the seams in the finished installation. Sod delivery and installation procedures should be such to avoid compaction and disruption of the finished grade. (Sod may also be planted mechanically as irregular sized pieces in a process called 'plugging,' see 5.6.5.2.) Sod deliveries should be made off the field and the sod moved in on a pallet-by-pallet or roll-by-roll basis as appropriate. Specialized sod handling and installation equipment only should be used during this process to protect the finished grade. For example, with big-roll sod installations, rubber-tracked handling and installation equipment is commercially available.

5.6.5.5 *Recommended Sod Specifications*—If sod is the chosen turf establishment method, the following criteria is a recommended specification for the sod to be used:

(1) Certified Turfgrass Sod—Superior sod grown from Certified (if available), high quality seed (stolons) of known origin, or from plantings of Certified grass seedlings or stolons. It shall be inspected by a sports turf consultant and owners' representative at the sod farm at which it is grown to ensure satisfactory genetic identity and purity, overall high quality, and freedom from noxious weeds, as well as excessive quantities of other crop and weedy plants at time of harvest. All seed or original plant material in mixture should be Certified. Turfgrass sod shall meet the published state or government standards for Certification of the species and cultivar as specified.

(2) Sod may be washed (soil-less) or a special "sand base" material meeting compatibility specifications for sand-based athletic fields as given in Table 4. Sod-soil containing greater than 15 % silt and clay are unacceptable. In most cases, sod thickness should not contain a soil layer greater than 12.5 mm (½ in.). Thick cut (>12.5 mm or >½ in.) sod may be used in cases where insufficient time exists for establishment of sod before play is initiated. In any case, sod-soil should meet appropriate compatibility criteria as given in Table 4.

(3) Strip Size—Sod shall be big roll turf cut to the supplier's standard width and length. Maximum allowable deviation from standard widths and lengths shall be plus or minus 12.5 mm (½ in.) on width and plus or minus 5 % on length. Broken strips and torn or uneven ends will not be accepted.

(4) Time Limitations—Sod shall be harvested, delivered, and transplanted within a 12 h period unless a suitable preservation method is approved by the project designer or project agronomist prior to delivery. Sod not transplanted within this period shall be inspected and approved by the project agronomist and project designer prior to its installation.

(5) Thatch—Sod shall be relatively free of thatch. A maximum of 12.5 mm (½ in.) (uncompressed) thatch will be permitted.

(6) Diseases, Nematodes, and Insects—Sod supplier should be required to supply (and warrant) sod that shall be relatively free (below established acceptable threshold levels) of diseases, parasitic nematodes, and soil-borne insects.

(7) Weeds—Sod shall be free of objectionable grassy and broad leaf weeds.

(8) Sod supplier to identify specific fields for harvest, inspection, and submit a fertility and management program schedule for 6 months prior to harvest.

6. Recommended Rootzone Performance Criteria

6.1 Several criteria should be considered for proper design of high performance sand-based rootzone construction. These include physical performance criteria, chemical performance criteria, and mechanical performance criteria. The rootzone performance criteria should be considered on the entire rootzone mix rather than on any component separately.

6.2 *Recommended Physical Performance Specifications*—Physical performance criteria (as determined at 40 cm tension for water retention and air-filled porosity) include permeability or saturated hydraulic conductivity, water retention, air-filled

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TABLE 6 Recommended Chemical Properties of the Rootzone Mix

Chemical Property	Specified Range
pH (Test Method D4972)	5.0 to 7.5
Calcium carbonate equivalent, preferred	<5 %
Calcium carbonate equivalent, marginal	5 to 15 %
Organic matter (Test Methods F1647)	0.5 to 2.5 %
Nutrient content	Adjust for local conditions
Heavy metals or other phytotoxic ions	Adjust for local conditions, do not exceed regulated thresholds

TABLE 7 Recommended Mechanical Properties of the Rootzone Mix

Mechanical Property	Specified Range
Friction angle (degrees) (Test Method D3080) or, alternatively	38 to 50
Angle of repose (degrees) (Test Method C1444)	35 to 45
CBR (%) (Test Method D1883)	12 to 25
Coefficient of Uniformity (CU) of sand component	2.5 to 4.5

porosity, and bulk density. The recommended physical performance criteria are given in Table 5. The physical performance criteria should be given priority over the sand size distribution specifications.

6.3 *Recommended Chemical Performance Specifications*—Chemical performance criteria include pH, calcium carbonate equivalent, organic matter content, nutrient content and the presence of any heavy metals or phytotoxic ions/substances. The recommended chemical performance criteria are given in Table 6.

6.4 *Recommended Mechanical Performance Specifications*—Mechanical performance criteria (for sands) includes shear resistance (specified as friction angle determined by direct, simple, or triaxial shear methodolgies (see Test Method D3080) when compacted to an initial standard proctor density of 85 % and at 40 cm soil tension (see Test Methods D698)), California Bearing Ratio (confined CBR) at 40 cm soil tension and 85 % standard proctor density (see Test Method D1883) and coefficient of uniformity ($CU = D_{60}/D_{10}$) of the sand component.

7. Keywords

7.1 athletic field; baseball; clay; cricket; football; natural turf; sand; soccer; softball; soil; sports field; sports turf; turfgrass

APPENDIX

(Nonmandatory Information)

X1. RESOURCE MATERIALS

X1.1 For additional information related to sports fields, consult the following sources of information:

X1.1.1 Sports Turf Managers Association (STMA). STMA, 805 New Hampshire, Suite E, Lawrence, KS 66044, http://www.sportsturfmanager.com.

X1.2 For additional information related to soil modification for athletic field construction, you may desire to consult the following publications:

X1.2.1 Adams, W. A., and Gibbs, R. J., *Natural Turf for Sport and Amenity: Science and Management*, (Oxford Press, 1994).

X1.2.2 Davis, W. B., Paul, J. L., and Bowman, D., "The Sand Putting Green Construction and Management," *University of California Bulletin, Publication # 21448*, University of California, ANR Communication Services, 1990.

X1.2.3 Davis, W. B., Farnham, D. S., and Gowans, K. D., "The Sand Football Field," *California Turfgrass Culture*, Vol. 24(3), 1974, pp. 17–20.

X1.2.4 Goss, R. L., and Cook, T., "Construction and Maintenance of Natural Grass Athletic Fields," *PNW Publication 0240*, Washington State University Cooperative Extension, 1983.

X1.2.5 Harper, J. C., "Athletic Fields—Specification, Outline, Construction, and Maintenance," Penn State University, 1983.

X1.2.6 Keith J. Karnok, ed., *Turfgrass Management Information Directory*, Third Edition, (Hoboken, New Jersey: John Wiley & Sons, Inc.).

X1.2.7 Landschoot, P. J., "Using Composts to Improve Turf Performance," *Cooperative Extension Circular 5M49ps5733*, Penn State University, 1996.

X1.2.8 Peacock, C. H., "Athletic Fields: Design, Construction, and Maintenance," *Bulletin 202*, University of Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, 1999.

X1.2.9 Taylor, D. H., Blake, G. R., and White, D. B., "Construction and Maintenance of Athletic Fields," *University of Minnesota Extension Bulletin 3105*, 1987.

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(8) USGA, Green Section, *USGA Recommendations For A Method Of Putting Green Construction*, USGA, Golf House, Far Hills, NJ, 1993,http://www.usga.org/green/coned/greens/recommendations.html#gravel.

(9) Christiansen, J. E., "Irrigation by Sprinkling," *California Agricultural Experimental Station Bulletin 670*, University of California: Berkeley, CA, 1942.

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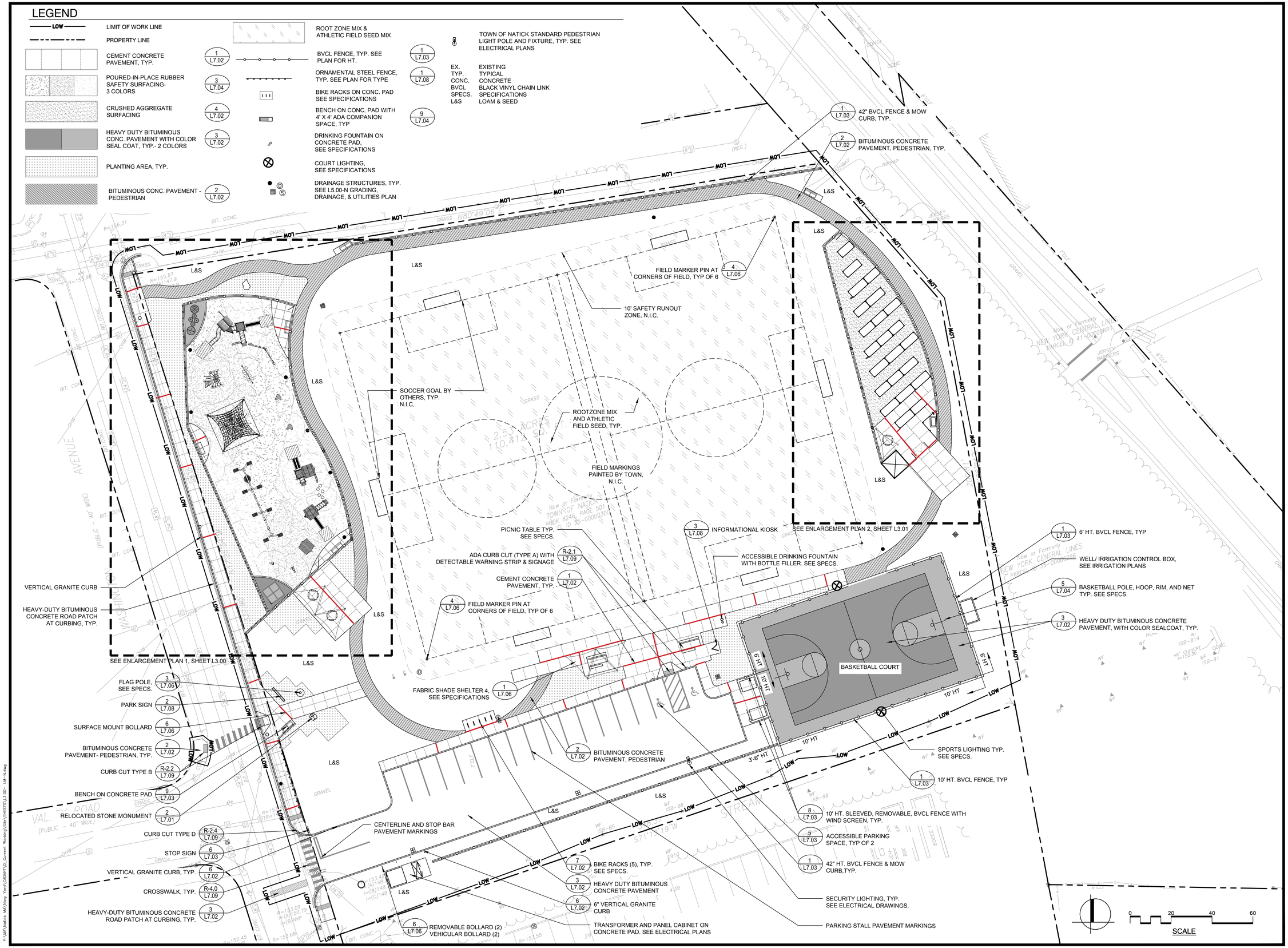
LEGEND

LOW	LIMIT OF WORK LINE	
	PROPERTY LINE	
	CEMENT CONCRETE PAVEMENT, TYP.	1 L7.02
	POURED-IN-PLACE RUBBER SAFETY SURFACING- 3 COLORS	3 L7.04
	CRUSHED AGGREGATE SURFACING	4 L7.02
	HEAVY DUTY BITUMINOUS CONC. PAVEMENT WITH COLOR SEAL COAT, TYP.- 2 COLORS	3 L7.02
	PLANTING AREA, TYP.	
	BITUMINOUS CONC. PAVEMENT - PEDESTRIAN	2 L7.02
	ROOT ZONE MIX & ATHLETIC FIELD SEED MIX	
	BVCL FENCE, TYP. SEE PLAN FOR HT.	1 L7.03
	ORNAMENTAL STEEL FENCE, TYP. SEE PLAN FOR TYPE	1 L7.08
	BIKE RACKS ON CONC. PAD SEE SPECIFICATIONS	
	BENCH ON CONC. PAD WITH 4' X 4' ADA COMPANION SPACE, TYP	9 L7.04
	DRINKING FOUNTAIN ON CONCRETE PAD, SEE SPECIFICATIONS	
	COURT LIGHTING, SEE SPECIFICATIONS	
	DRAINAGE STRUCTURES, TYP. SEE L5.00-N GRADING, DRAINAGE, & UTILITIES PLAN	
	TOWN OF NATICK STANDARD PEDESTRIAN LIGHT POLE AND FIXTURE, TYP. SEE ELECTRICAL PLANS	

EX.	EXISTING
TYP.	TYPICAL
CONC.	CONCRETE
BVCL	BLACK VINYL CHAIN LINK
SPECS.	SPECIFICATIONS
L&S	LOAM & SEED



Project:

TOWN OF NATICK, MA

PLANS FOR THE IMPROVEMENTS TO

NAVY YARD PARK

41 WASHINGTON AVE
NATICK, MA 01340

Weston & Sampson

427 Main Street, Suite 400, Worcester, MA
(508) 698-3034 (800) Sampson
www.westonandsampson.com

Consultants:

Revisions:

No.	Date	Description
1	07/24/18	SK-1

Seal:

Issued For:

CONSTRUCTION DOCUMENTS

Scale:	AS NOTED
Date:	07/11/2018
Drawn By:	EJA, MBE, MRJ
Reviewed By:	DM, MBE
Approved By:	MSM
W&S Project No:	2160827
W&S File No:	

Drawing Title:

EXPANSION JOINT CLARIFICATION

Sheet Number:

SK-1

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Navy Yard Park

BID

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

Bidder hereby agrees to commence Work under this Contract on or before the date to be indicated on the Notice to Proceed and will be completed in operating condition as soon as practicable, but no later than the time specified in the Bid Documents thereafter, unless an extension of time is granted.

Bidder acknowledges receipt of Addenda:

#1 7/24/18 #2_____ #3_____

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

BID FORM

ITEM NO.	DESCRIPTION	AMOUNT
1.	For the total lump sum price of One million five hundred thirty eight thousand. (Lump Sum Price in Words)	$1,538,000
2.	For well drilling and all equipment, the allowance price of Seventy Thousand Dollars and Zero Cents (Unit Price in Figures) =	$ 35,000

TOTAL BID PRICE FOR BASE BID COMPARISON
(Total of contractor lump sum plus allowance)

One million five hundred seventy three thousand. = $1,573,000
(Contract Base Bid Price in Words)

ADDITONAL ADD ITEMS

There are no additional add items for this project.

The Town will award the project based upon available funding. If funding is available beyond the base bid amount the Town will review each Additional Add Item in no particular order to determine which items can be included in the project award while staying within available funding. Bids will be compared based on base bid plus each or multiple or all Additional Add items to determine the low bidder.

An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid.

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

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

1. Description of Project Town of Arlington - Ball field Construction
(Include type of project, total value of Contract, date of

Root zone seeded field $650K June 2017
completion, etc.)

Owner & Contact Person John Marshall, 422 Summer St., Arlington, MA 0247
(781) 316-3880 (Names, Addresses and Telephone Nos.)

Engineer & Contact Person Weston & Sampson, Cheri Ruane
(617) 461-0499

2. Description of Project Newman Field, Needham
(Include type of project, total value of Contract, date of

Root zone mix sodded field $1,400,000 December 2015
completion, etc.)

Owner & Contact Person Town of Needham, Ed Olson
(Names, Addresses and Telephone Nos.)

(781) 455-7550

Engineer & Contact Person Weston + Sampson, Brendon Riley
(603) 490-5423

3. Description of Project Eastman Trail - Boardwalk Construction
(Include type of project, total value of Contract, date of

$850K December 2015
completion, etc.)

Owner & Contact Person Town of Needham, Ed Olson
(Names, Addresses and Telephone Nos.)

(781) 455-7550

Engineer & Contact Person Weston + Sampson Brendon Riley

(603) 490 - 5423

4. Description of Project Liljegren Way Fields, Bedford
(Include type of project, total value of Contract, date of

Construction of baseball + soccer field - root
completion, etc.)

zone mix sodded fields, $1,150,000 July 2017

Owner & Contact Person Adrienne St. John, 314 The Great Road
(Names, Addresses and Telephone Nos.)

Bedford, MA 01730 (781) 275-7605 x111

Engineer & Contact Person Adrienne St. John - Town Engineer

5. Description of Project Concord Academy Athletic Campus
(Include type of project, total value of Contract, date of

Construction of two soccer and baseball fields
of completion, etc.)

with sand-based soil. $1,500,000 2012

Owner & Contact Person Don Kingman, 166 Main St, Concord, MA
(Names, Addresses and Telephone Nos.)

(781) 402 - 2267

Engineer & Contact Person Don Kingman, Facilities Director

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

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

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

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

Joseph A. Cataldo Jr.
41 Robinson Road
Littleton, MA 01460

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

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

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

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

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

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

THIS BID SUBMITTED ON July 26 20 18

By _____
Signature

Joseph A. Cataldo, Jr.
Printed Name

President + Treasurer
Printed Title

By M. J. Cataldo, Inc.
(Corporation Name)

Massachusetts
(State of Incorporation)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: 563 King Street
Littleton, MA 01460

Telephone Number: 978 501-6831 Email Address: jcataldo@mjcataldo.com

Fax Number: 978 486-1093

CERTIFICATE OF NON-COLLUSION

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

Name of Bidder

Joseph A. Cataldo Jr.

563 King St, Littleton, MA 01460

Address of Bidder

By: _____

Signature

Joseph A Cataldo, Jr.

Printed Name

President + Treasurer

Printed Title

July 26, 2018

Date

TAX COMPLIANCE CERTIFICATION

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

Name of Bidder

Joseph A. Cataldo, Jr.

503 King St, Littleton, MA 01460

Address of Bidder

By: _____

Signature

Joseph A Cataldo Jr.

Printed Name

President + Treasurer

Printed Title

July 26, 2018

Date

CONFLICT OF INTEREST CERTIFICATION

The Bidder named below hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or, offer of employment as an inducement for, or in connection with, the award of a contract for these services.

2. No consultant to, or, subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Bidder, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the Bidder.

3. No person, corporation, or, other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Bidder.

4. The Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the services outlined in the Project Manual.

5. Bidder, its officers, employees, agents, subcontractors and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

Joseph A Cataldo, Jr.

563 King St, Littleton, MA 01460

Address of Bidder

By: _____

Signature

Joseph A Cataldo, Jr.

Printed Name

President + Treasurer

Printed Title

July 26, 2018

Date

CERTIFICATE AS TO CORPORATE BIDDER

I, Joseph A Cataldo Jr certify that I am the Pres, Treasur + Secr of the corporation named as Bidder in the Bid included herein; that Joseph A Cataldo, Jr. who signed said Bid on behalf of the Bidder was then Pres, Treasur + Sec 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)

Joseph A Cataldo, Jr.
Name of Bidder

563 King Street
Address of Bidder

Littleton, MA 01460

978-501-6831
Telephone Number

By: [signature]
Signature

Joseph A Cataldo, Jr.
Printed Name

President + Treasurer
Printed Title

July 26, 2018
Date

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

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

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

Joseph A Cataldo, Jr.
Name of Bidder

563 King Street
Address of Bidder

Littleton, MA 01460

978-501-6831
Telephone Number

By: [signature]
Signature

Joseph A Cataldo, Jr.
Printed Name

President + Treasurer
Printed Title

July 16, 2018
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.

M. J. Cataldo, Inc.
(Company Name)

(Signature/title)

Joseph A Cataldo, Jr.
Name of Bidder

523 King St, Littleton, MA 01460
Address of Bidder

By:
Signature

Joseph A. Cataldo, Jr.
Printed Name

President + Treasurer
Printed Title

July 26, 2018
Date

CERTIFICATE OF FOREIGN CORPORATION

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

Joseph A. Cataldo Jr.
Name of Bidder

563 King Street, Littleton, MA 01460
Address of Bidder

By: _____
Signature

Joseph A Cataldo, Jr.
Printed Name

President - Treasurer
Printed Title

July 26, 2018
Date

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

CONTRACT INSURANCE REQUIREMENTS

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

Joseph A Cataldo Jr.
Name of Bidder

563 King St, Littleton, MA 01460
Address of Bidder

By: _____
Signature

Joseph A Cataldo, Jr.
Printed Name

President + Treasurer
Printed Title

July 26, 2018
Date

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION

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

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

Joseph A. Cataldo Jr.
Name of Bidder

563 King St., Littleton, MA 01460
Address of Bidder

By: _____
Signature

Joseph A Cataldo, Jr.
Printed Name

President + Treasurer
Printed Title

July 26, 2018
Date

BID BOND

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

CONTRACTOR:
(Name, legal status and address)
M.J. Cataldo, Inc.

PO Box 1343
Littleton, MA 01460

SURETY:
(Name, legal status and principal place of business)

Boston Indemnity Company, Inc.
4 High Street, Suite 206
North Andover, MA 01845

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Town of Natick

MA

BOND AMOUNT: $ **Five Percent of the Attached bid (5%)**

PROJECT:
(Name, location or address, and Project number, if any)
Navy Yard Park Site Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **26th** day of **July, 2018**

Patricia Shea
(Witness)

M.J. Cataldo, Inc.
(Principal) *(Seal)*

(Title)

Boston Indemnity Company, Inc.
(Surety) *(Seal)*

(Witness)

(Title) **Paul A. Patalano, Attorney-in-Fact**

POWER O' ORNEY

BG- 302571

Boston Indemnity Company, Inc.

KNOW ALL MEN BY THESE PRESENTS, that **BOSTON INDEMNITY COMPANY, INC.**, a South Dakota Corporation, with its principal office in North Andover, MA, does hereby constitute and appoint:

James J. Axon, David A. Boutiette, Michael F. Carney, Richard F. Caruso, Adam W. DeSanctis, Michael T. Gilbert, Bryan F. Juwa, Gregory D. Juwa, Wilder Parks Jr., Paul A. Patalano

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOSTON INDEMNITY COMPANY, INC.**, on the 3rd day of November, 2015 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $2,500,000.00, Two Million Five Hundred Thousand dollars which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary & CEO, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOSTON INDEMNITY COMPANY, INC.**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 19th day of November, 2015.

BOSTON INDEMNITY COMPANY, INC. A SOUTH DAKOTA INSURANCE COMPANY

BOSTON INDEMNITY COMPANY, INC.

BY _____
Matthew J. Semeraro
President & COO

ACKNOWLEDGEMENT

On this 19th day of November, 2015, before me, personally came Matthew J. Semeraro to me known, who being duly sworn, did depose and say that he is the President of **BOSTON INDEMNITY COMPANY, INC.**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

LEIGH ANNE HAYNIE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 11, 2022

BY _____
Leigh Anne Haynie
Notary Public

CERTIFICATE

I, the undersigned, Secretary & CEO of **BOSTON INDEMNITY COMPANY, INC.**, A South Dakota Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Florham Park, NJ this 26th Day of July, 2018.

BOSTON INDEMNITY COMPANY, INC. A SOUTH DAKOTA INSURANCE COMPANY

BY _____
Phillip S. Tobey
Secretary & CEO

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Town of Natick, Massachusetts

PROJECT
MANUAL

For Construction of:

Navy Yard Park
Site Improvements

July, 2018

Owner:
Town of Natick
Department of Parks and Recreation

Designer:
Weston & Sampson
427 Main Street, Suite 400, Worcester, MA
1 (508) 698-3034 1 (800) 726-7766
www.westonandsampson.com

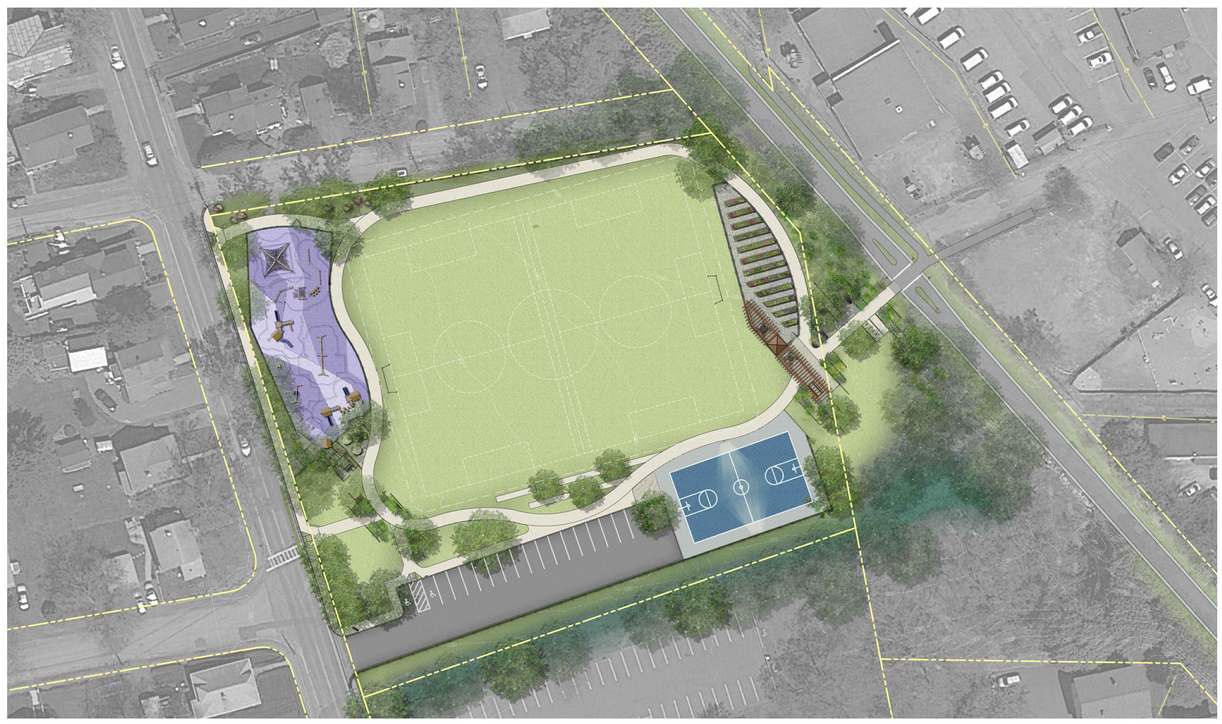
Weston & Sampson
transform your environment

Town of Natick, Massachusetts

PLANS FOR THE IMPROVEMENTS TO

NAVY YARD PARK

41 WASHINGTON AVE,
NATICK, MA 01340



NAVY YARD PARK PLAN RENDERING FOR ILLUSTRATIVE PURPOSES ONLY

CONSTRUCTION DOCUMENTS

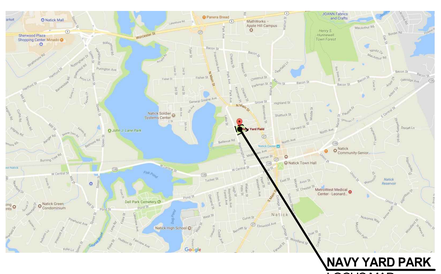
JULY 2018

OWNERS INFO

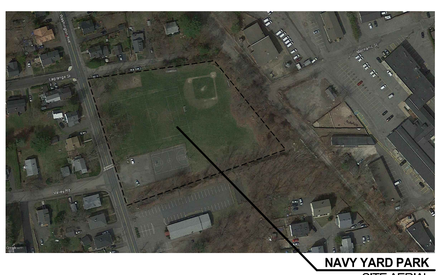
TOWN OF NATICK, MASSACHUSETTS

JEMMA LAMBERT
DIRECTOR
COMMUNITY SERVICE DEPARTMENT

KAREN PARTANEN
DIRECTOR
RECREATION & PARKS DEPARTMENT



NAVY YARD PARK
LOCUS MAP



NAVY YARD PARK
SITE AERIAL

SHEET INDEX

C1.00....COVER
L0.00....GENERAL NOTE
L1.00....EXISTING CONDITIONS PLAN
L2.00....SITE PREPARATION PLAN
L3.00....MATERIALS PLAN
L3.01....MATERIALS PLAN ENLARGEMENTS
L4.00....LAYOUT PLAN
L4.01....LAYOUT PLAN ENLARGEMENTS
L5.00....GRADING, DRAINAGE & UTILITIES PLAN
L6.00....PLANTING PLAN
L7.00- L7.08....SITE CONSTRUCTION DETAILS
L7.09-L7.10....TOWN STANDARD SITE CONSTRUCTION DETAILS
L7.11-L7.12....DRAINAGE DETAILS
IR1.0.... IRRIGATION PLAN
IR2.0....IRRIGATION DETAILS
E1.00....ELECTRICAL LEGEND AND NOTES
E1.01....ELECTRICAL SITE PLAN
E1.02....ELECTRICAL LEGEND AND NOTES
E1.03....ELECTRICAL DETAILS

Prepared By

Weston & Sampson℠

427 Main Street, Suite 400, Worcester, MA
1 (508) 698-3034 1 (800) 726-7766
www.westonandsampson.com

C1.00

NATICK, MASSACHUSETTS- NAVY YARD PARK

GENERAL NOTES

1. REFER TO EXISTING CONDITIONS FOR SURVEY LEGEND. ALL BIDDERS ARE REQUIRED TO INSPECT THE PROJECT SITE IN ITS ENTIRETY PRIOR TO SUBMITTING THEIR BID, AND BECOME FAMILIAR WITH ALL CONDITIONS AS THEY MAY AFFECT THEIR BID. CONTRACTOR AND SUB-CONTRACTOR SHALL BE FAMILIAR WITH ALL DRAWINGS AND SPECIFICATIONS PRIOR TO COMMENCING THE CONSTRUCTION.

2. LOCATIONS OF ANY UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF SUCH UTILITIES, PROTECTING ALL EXISTING UTILITIES AND REPAIRING ANY DAMAGE DONE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ON-SITE COORDINATION WITH UTILITY COMPANIES AND PUBLIC AGENCIES AND FOR OBTAINING ALL REQUIRED PERMITS AND PAYING ALL REQUIRED FEES. IN ACCORDANCE WITH M.G.L. CHAPTER 82, SECTION 40, INCLUDING AMENDMENTS, CONTRACTORS SHALL NOTIFY ALL UTILITY COMPANIES AND GOVERNMENT AGENCIES IN WRITING PRIOR TO EXCAVATION. CONTRACTOR SHALL ALSO CALL "DIG SAFE" AT (888) 344-7233 NO LESS THAN 72 HOURS, (EXCLUSIVE OF WEEKENDS AND HOLIDAYS), PRIOR TO SUCH EXCAVATION. DOCUMENTATION OF REQUESTS SHALL BE PROVIDED TO THE PROJECT REPRESENTATIVE PRIOR TO EXCAVATION WORK.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL DRAWINGS AND SPECIFICATIONS TO DETERMINE THE EXTENT OF EXCAVATION AND DEMOLITION REQUIRED TO RECEIVE SITE IMPROVEMENTS.

4. ANY DISCREPANCIES OR CONFLICTS BETWEEN THE DRAWINGS AND EXISTING CONDITIONS, EXISTING CONDITIONS TO REMAIN, TEMPORARY CONSTRUCTION, PERMANENT CONSTRUCTION AND WORK OF ADJACENT CONTRACTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER BEFORE PROCEEDING. ITEMS ENCOUNTERED IN AREAS OF EXCAVATION THAT ARE NOT INDICATED ON THE DRAWINGS, BUT ARE VISIBLE ON SURFACE, SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE REMOVED AT NO ADDITIONAL COST TO THE OWNER.

5. ANY ALTERATIONS TO THESE DRAWINGS MADE IN THE FIELD DURING CONSTRUCTION SHALL BE RECORDED BY THE GENERAL CONTRACTOR ON "AS-BUILT" DRAWINGS.

6. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS OUTSIDE THE PROJECT LIMIT OF WORK, SHALL BE RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR AT NO ADDITIONAL COST AND TO THE SATISFACTION OF THE OWNER.

7. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT HIS EMPLOYEES, AS WELL AS PUBLIC USERS FROM INJURY DURING THE ENTIRE CONSTRUCTION PERIOD USING ALL NECESSARY SAFEGUARDS, INCLUDING BUT NOT LIMITED TO, THE ERECTION OF TEMPORARY WALKS, STRUCTURES, PROTECTIVE BARRIERS, COVERING, OR FENCES AS NEEDED.

8. THE CONTRACTOR SHALL SUPPLY THE OWNER WITH THE NAME OF THE OSHA "COMPETENT PERSON" PRIOR TO CONSTRUCTION.

9. FILLING OF EXCAVATED AREAS SHALL NOT TAKE PLACE WITHOUT THE PRESENCE OF THE PROJECT REPRESENTATIVE OR PERMISSION OF THE OWNER.

10. EXISTING TREES TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES. NO STOCKPILING OF MATERIAL, EQUIPMENT OR VEHICULAR TRAFFIC SHALL BE ALLOWED WITHIN THE DRIP LINE OF TREES TO REMAIN. NO GUYS SHALL BE ATTACHED TO ANY TREE TO REMAIN. WHEN NECESSARY OR AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL ERECT TEMPORARY BARRIERS FOR THE PROTECTION OF EXISTING TREES DURING CONSTRUCTION.

11. NO FILLING SHALL OCCUR AROUND EXISTING TREES TO REMAIN WITHOUT THE APPROVAL OF THE OWNER OR OWNER REPRESENTATIVE.

12. ANY QUANTITIES SHOWN ON PLANS ARE FOR COMPARATIVE BIDDING PURPOSES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE PROJECT SITE TO VERIFY ALL QUANTITIES AND CONDITIONS PRIOR TO SUBMITTING BID.

13. ALL EXISTING DRAINAGE FACILITIES TO REMAIN SHALL BE MAINTAINED FREE OF DEBRIS, SOIL, SEDIMENT, AND FOREIGN MATERIAL AND OPERATIONAL THROUGHOUT THE LIFE OF THE CONTRACT. REMOVE ALL SOIL, SEDIMENT, DEBRIS AND FOREIGN MATERIAL FROM ALL DRAINAGE STRUCTURES, INCLUDING BUT NOT LIMITED TO, DRAINAGE INLETS, MANHOLES AND CATCH BASINS WITHIN THE LIMIT OF WORK AND DRAINAGE STRUCTURES OUTSIDE THE LIMIT OF WORK THAT ARE IMPACTED BY THE WORK FOR THE ENTIRE DURATION OF CONSTRUCTION.

14. CONTRACTOR'S STAGING AREA MUST BE WITHIN THE LIMIT OF WORK AND IN AREAS APPROVED BY OWNER. ANY OTHER AREAS THAT THE CONTRACTOR MAY WISH TO USE FOR STAGING MUST BE COORDINATED WITH THE OWNER.

15. THE CONTRACTOR SHALL BROOM SWEEP AND CLEAN ALL STREETS, PARKING LOTS AND WALKS THAT ARE NOT RESTRICTED FROM PUBLIC USE DURING CONSTRUCTION AT ALL TIMES. THE CONTRACTOR SHALL USE ACCEPTABLE METHODS AND MATERIALS TO MAINTAIN ADEQUATE DUST CONTROL THROUGHOUT CONSTRUCTION.

16. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE OWNER.

EROSION AND SEDIMENT CONTROL NOTES

1. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE PUT INTO PLACE PRIOR TO BEGINNING ANY CONSTRUCTION OR DEMOLITION. REFER TO PLAN FOR APPROXIMATE LOCATION OF EROSION AND SEDIMENT CONTROL. REFER TO SPECS AND DETAILS FOR TYPE OF EROSION AND SEDIMENT CONTROL.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTINUAL MAINTENANCE OF ALL CONTROL DEVICES THROUGHOUT THE DURATION OF THE PROJECT.

3. CONTRACTOR SHALL MEET ALL OF THE STATE OF MASSACHUSETTS D.E.P. AND THE TOWN OF NATICK'S WETLAND ORDINANCE REGULATIONS FOR SEDIMENT AND EROSION CONTROL.

4. EXCAVATED MATERIAL STOCKPILED ON THE SITE SHALL BE SURROUNDED BY A RING OF UNBROKEN SEDIMENT AND EROSION CONTROL FENCE. THE LIMITS OF ALL GRADING AND DISTURBANCE SHALL BE KEPT TO A MINIMUM WITHIN THE APPROVED AREA OF CONSTRUCTION. ALL AREAS OUTSIDE OF THE LIMIT OF CONTRACT SHALL REMAIN TOTALLY UNDISTURBED UNLESS OTHERWISE APPROVED BY OWNER'S REPRESENTATIVE.

5. ALL CATCH BASINS AND DRAIN GRATES WITHIN LIMIT OF WORK SHALL BE PROTECTED WITH FILTER FABRIC DURING THE ENTIRE DURATION OF CONSTRUCTION.

6. EROSION CONTROL BARRIERS TO BE INSTALLED AT THE TOE OF SLOPES. SEE GRADING & DRAINAGE PLANS, NOTES, DETAILS AND SPECIFICATIONS.

7. THE CONTRACTOR SHALL PROVIDE DUST CONTROL FOR CONSTRUCTION OPERATIONS AS APPROVED BY OWNER.

8. ALL POINTS OF CONSTRUCTION EGRESS OR INGRESS SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC/PRIVATE ROADS.

DEMOLITION & SITE PREPARATION NOTES

1. THE CONTRACTOR SHALL INCLUDE IN THE BID THE COST OF REMOVING ANY EXISTING SITE FEATURES AND APPURTENANCES NECESSARY TO ACCOMPLISH THE CONSTRUCTION OF THE PROPOSED SITE IMPROVEMENTS. THE CONTRACTOR SHALL ALSO INCLUDE IN THE BID THE COST NECESSARY TO RESTORE SUCH ITEMS IF THEY ARE SCHEDULED TO REMAIN AS PART OF THE FINAL SITE IMPROVEMENTS. REFER TO PLANS TO DETERMINE EXCAVATION, DEMOLITION AND TO DETERMINE THE LOCATION OF THE PROPOSED SITE IMPROVEMENTS.

2. THE OWNER RESERVES THE RIGHT TO REVIEW ALL MATERIALS DESIGNATED FOR REMOVAL AND TO RETAIN OWNERSHIP OF SUCH MATERIALS. IF THE OWNER RETAINS ANY MATERIAL THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE OWNER TO HAVE THOSE MATERIALS REMOVED OFF SITE AT NO ADDITIONAL COST.

3. UNLESS SPECIFICALLY NOTED TO BE SAVED / STOCKPILED (R&S) OR REUSED / RELOCATED (R&R), ALL SITE FEATURES CALLED FOR REMOVAL (R&D/ REM) SHALL BE REMOVED WITH THEIR FOOTINGS, ATTACHMENTS, BASE MATERIAL, ETC, TRANSPORTED FROM THE SITE TO BE DISPOSED OF IN A LAWFUL MANNER AT AN ACCEPTABLE DISPOSAL SITE AND AT NO COST TO THE OWNER.

4. ALL EXISTING SITE FEATURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PERIOD. ANY FEATURES DAMAGED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST.

5. DURING EARTHWORK OPERATIONS, CONTRACTOR SHALL TAKE CARE TO NOT DISTURB EXISTING MATERIALS TO REMAIN, OUTSIDE THE LIMITS OF EXCAVATION AND BACKFILL AND SHALL TAKE WHATEVER MEASURES NECESSARY, AT THE CONTRACTOR'S EXPENSE, TO PREVENT ANY EXCAVATED MATERIAL FROM COLLAPSING. ALL BACKFILL MATERIALS SHALL BE PLACED AND COMPACTED AS SPECIFIED TO THE SUBGRADE REQUIRED FOR THE INSTALLATION OF THE REMAINDER OF THE CONTRACT WORK.

6. IT SHALL BE THE CONTRACTOR'S OPTION, WITH CONCURRENCE OF THE OWNER, TO REUSE EXISTING GRAVEL PAVEMENT BASE COURSE IF IT MEETS THE REQUIREMENTS OF THE SPECIFICATIONS FOR GRAVEL BORROW.

7. ALL ITEMS CALLED FOR REMOVAL SHALL BE REMOVED TO FULL DEPTH INCLUDING ALL FOOTINGS, FOUNDATIONS, AND OTHER APPURTENANCES, EXCEPT AS SPECIFICALLY NOTED OTHERWISE.

8. 'CLEAR AND GRUB VEGETATION' INDICATED ON PLAN SHALL INCLUDE REMOVAL OF SHRUBS AND UNDERBRUSH, REMOVAL OF ROOTS, AND STUMPS COMPLETE.

9. "STRIP & STORE OR SKIM & STOCKPILE" EXISTING TOPSOIL FOR LATER REUSE WHERE APPROPRIATE, AND AS NOTED ON PLAN, WITH APPROPRIATE EROSION AND SEDIMENT CONTROLS.

10. LOAM / TOPSOIL DESIGNATED FOR REUSE AS GENERAL FILL SHALL BE BLENDED WITH SUITABLE BORROW MATERIAL AS SPECIFIED.

11. TREES DESIGNATED FOR REMOVAL SHALL BE TAGGED BY CONTRACTOR AND APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF CONSTRUCTION.

12. THE CONTRACTOR SHALL PROTECT EXISTING TREES TO REMAIN. CONTRACTOR SHALL INSTALL TREE PROTECTION BARRIER AFTER CLEARING UNDERBRUSH AND TAKE DUE CARE TO PREVENT INJURY TO TREES DURING CLEARING OPERATIONS.

13. THE STORAGE OF MATERIALS AND EQUIPMENT WILL BE PERMITTED AT LOCATIONS DESIGNATED BY OWNER OR OWNER'S REPRESENTATIVE. PROTECTION OF STORED MATERIALS AND EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

GRADING & DRAINAGE NOTES

1. ALL WORK RELATING TO INSTALLATION, RENOVATION OR MODIFICATION OF WATER, DRAINAGE AND/OR SEWER SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS OF THE TOWN OF NATICK.

2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND GRADES ON THE GROUND AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE OWNER.

3. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE (1.5% MINIMUM) AWAY FROM ALL BUILDING FOUNDATIONS AND STRUCTURES.

4. CONTRACTOR SHALL ENSURE ALL AREAS ARE PROPERLY PITCHED TO DRAIN, WITH NO SURFACE WATER PONDING OR PUDDLING.

5. ALL NEW WALKWAYS / ACCESS PATHS MUST CONFORM TO CURRENT AMERICANS WITH DISABILITIES ACT (ADA) REGULATIONS: WALKWAYS SHALL MAINTAIN A CROSS PITCH OF NOT MORE THAN ONE AND A HALF (1.5%) PERCENT AND THE RUNNING SLOPE (PARALLEL TO THE DIRECTION OF TRAVEL) BETWEEN 1% MIN. AND 5% MAX. ANY DISCREPANCIES NOT ALLOWING THIS TO OCCUR SHALL BE REPORTED TO THE OWNER PRIOR TO CONTINUING WORK.

6. ALL UTILITY GRATES, COVERS OR OTHER SURFACE ELEMENTS INTENDED TO BE EXPOSED AT GRADE SHALL BE FLUSH WITH THE ADJACENT FINISHED GRADE AND ADJUSTED TO PROVIDE A SMOOTH TRANSITION AT ALL EDGES.

7. THE CONTRACTOR SHALL SET SUBGRADE ELEVATIONS TO ALLOW FOR POSITIVE DRAINAGE AND PROVIDE EROSION CONTROL DEVICES, STRUCTURES, MATERIALS AND CONSTRUCTION METHODS TO DIRECT SILT MIGRATION AWAY FROM DRAINAGE AND OTHER UTILITY SYSTEMS, PUBLIC/PRIVATE STREETS AND WORK AREAS. CLEAN BASINS REGULARLY AND AT THE END OF THE PROJECT.

8. EXCAVATION REQUIRED WITHIN PROXIMITY OF KNOWN EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT NO COST TO THE OWNER.

9. WHERE NEW EARTHWORK MEETS EXISTING GRADES, CONTRACTOR SHALL BLEND NEW EARTHWORK SMOOTHLY INTO EXISTING, PROVIDING VERTICAL CURVES OR ROUNDS AT ALL TOP AND BOTTOM OF SLOPES.

10. WHERE A SPECIFIC LIMIT OF WORK LINE IS NOT OBVIOUS OR IMPLIED, BLEND GRADES TO EXISTING CONDITIONS WITHIN 5 FEET OF PROPOSED CONTOURS.

11. RESTORE ALL DISTURBED AREAS AND LIMITS OF ALL REMOVALS TO LOAM AND SEED (L&S) UNLESS OTHERWISE NOTED.

12. SEE EARTHWORK SECTION OF SPECIFICATIONS FOR SPECIFIC EXCAVATION AND FILLING PROCEDURES.

LAYOUT & MATERIALS NOTES

1. COORDINATE ALL LAYOUT ACTIVITIES WITH THE SCOPE OF WORK CALLED FOR BY DEMOLITION, GRADING AND UTILITIES OPERATIONS ENCOMPASSED BY THIS CONTRACT. SET, PROTECT AND REPLACE REFERENCE STAKES AS NECESSARY OR AS REQUIRED BY THE OWNER'S REPRESENTATIVE.

2. ALL WORK SHALL BE PERFORMED BY CONTRACTOR UNLESS SPECIFICALLY INDICATED THAT THE WORK WILL BE PERFORMED "BY OWNER".

3. THE LAYOUT OF ALL NEW PATHWAYS / WALKWAYS AND THE GRADING OF ALL SLOPES AND CROSS SLOPES SHALL CONFORM TO THE COMMONWEALTH OF MASSACHUSETTS RULES AND REGULATIONS FOR HANDICAP ACCESS CMR 521, AND THE AMERICANS WITH DISABILITIES ACT (ADA), TITLE 3. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THOSE REQUIRED.

4. ALL LAYOUT LINES, OFFSETS, OR REFERENCES TO LOCATING OBJECTS ARE EITHER PARALLEL OR PERPENDICULAR UNLESS OTHERWISE DESIGNATED WITH ANGLE OFFSETS NOTED.

5. ALL PROPOSED SITE FEATURES SHALL BE LAID OUT AND STAKED FOR REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF INSTALLATION. ANY REQUIRED ADJUSTMENTS TO THE LAYOUT SHALL BE UNDERTAKEN AS DIRECTED, AT NO ADDITIONAL COST TO THE OWNER.

6. ALL PROPOSED PAVEMENTS SHALL MEET THE LINE AND GRADE OF EXISTING ADJACENT PAVEMENT SURFACES AND SHALL BE TREATED WITH AN RS-1 TACK COAT OR EQUAL AT POINT OF CONNECTION. ALL PATHWAY WIDTHS SHALL BE AS NOTED ON THE LAYOUT AND MATERIALS PLAN.

7. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND GRADES ON THE GROUND AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE OWNER.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD MEASUREMENT OF ALL PROPOSED FENCES AND GATES.

9. THE DEPTH OF LOAM BORROW FOR ALL PROPOSED LAWN AREAS SHALL BE 6" MINIMUM. ALL DISTURBED AREAS SHALL BE RESTORED WITH LOAM AND SEED UNLESS OTHERWISE NOTED.

10. ALL REFERENCES TO LOAM AND SEED (L&S) REFER TO HYDROMULCH SEEDED LAWN.

11. ALL PLAY EQUIPMENT, SHALL BE INSTALLED BY CONTRACTOR. CONTRACTOR SHALL HAVE THE MANUFACTURER'S CERTIFIED PLAYGROUND SAFETY INSPECTOR (CPSI) REVIEW NEW PLAY EQUIPMENT AND REPORT ANY FLAWS OR DAMAGES PRIOR TO ITS INSTALLATION. **OWNER WILL NOT ACCEPT AND PAY FOR THE PROJECT UNTIL IT IS APPROVED BY A CPSI.**

17. REFER TO SPECS AND MANUFACTURER'S GUIDELINES FOR THE ASSEMBLY AND INSTALLATION OF PLAY EQUIPMENT. NOTIFY 48 HOURS IN ADVANCE (MIN.) FOR LAYOUT INSPECTION. CONTRACTOR SHALL NOT MOVE FORWARD WITHOUT OWNER'S REPRESENTATIVE APPROVAL OF PLAYGROUND AND CURBING LAYOUT.

18. MAINTAIN SAFETY OR PAVING ZONES AROUND ALL EQUIPMENT PER MANUFACTURER'S LAYOUT DRAWINGS. ADJUST CURBING AS NECESSARY TO MEET THESE REQUIREMENTS. PLANS AND SPECIFICATIONS. EQUIPMENT LAYOUT AND ASSEMBLY MUST BE INSPECTED BY THE MANUFACTURER'S CERTIFIED PLAYGROUND SAFETY INSPECTOR PRIOR TO THE CLOSEOUT OF THE JOB.

19. PLAY EQUIPMENT SHOWN HERE IS PER MANUFACTURER, SEE SPECS FOR OTHER APPROVED MANUFACTURERS.

20. FOR ALL POURED IN PLACE RESILIENT RUBBER SURFACING AREAS, THE CONTRACTOR MUST DETERMINE THE APPROPRIATE THICKNESS OF SAFETY SURFACING (BASED ON MANUFACTURER'S SPECIFICATIONS AND SAFETY REQUIREMENTS).

Project:

TOWN OF NATICK, MA

PLANS FOR THE IMPROVEMENTS TO

NAVY YARD PARK

41 WASHINGTON AVE
NATICK, MA 01340

Weston & Sampson

427 Main Street, Suite 400, Worcester, MA
(508) 698-3034 (800) Sampson
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GENERAL NOTES

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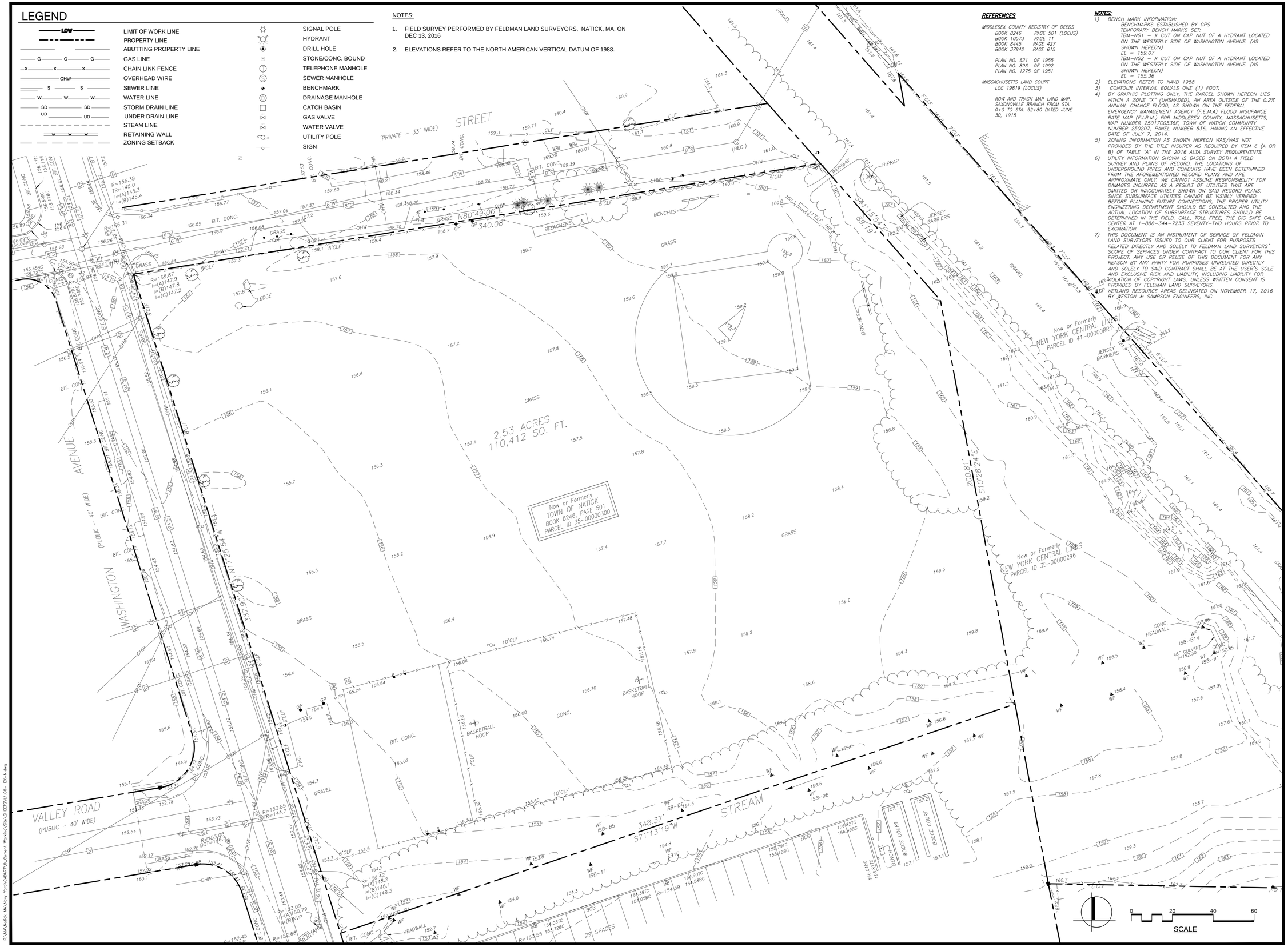
LEGEND

- LIMIT OF WORK LINE
- PROPERTY LINE
- ABUTTING PROPERTY LINE
- GAS LINE
- CHAIN LINK FENCE
- OVERHEAD WIRE
- SEWER LINE
- WATER LINE
- STORM DRAIN LINE
- UNDER DRAIN LINE
- STEAM LINE
- RETAINING WALL
- ZONING SETBACK
- SIGNAL POLE
- HYDRANT
- DRILL HOLE
- STONE/CONC. BOUND
- TELEPHONE MANHOLE
- SEWER MANHOLE
- BENCHMARK
- DRAINAGE MANHOLE
- CATCH BASIN
- GAS VALVE
- WATER VALVE
- UTILITY POLE
- SIGN

NOTES:

1. FIELD SURVEY PERFORMED BY FELDMAN LAND SURVEYORS, NATICK, MA, ON DEC 13, 2016
2. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.



REFERENCES

MIDDLESEX COUNTY REGISTRY OF DEEDS

BOOK 8246	PAGE 501 (LOCUS)
BOOK 10573	PAGE 11
BOOK 8445	PAGE 427
BOOK 37942	PAGE 615

PLAN NO. 621 OF 1955
PLAN NO. 896 OF 1992
PLAN NO. 1275 OF 1981

MASSACHUSETTS LAND COURT
LCC 19819 (LOCUS)

ROW AND TRACK MAP LAND MAP, SAXONOVILLE BRANCH FROM STA. 0+0 TO STA. 52+80 DATED JUNE 30, 1915

NOTES:

1) BENCH MARK INFORMATION:
BENCHMARKS ESTABLISHED BY GPS
TEMPORARY BENCH MARKS SET:
TBM-NG1 - X CUT ON CAP NUT OF A HYDRANT LOCATED ON THE WESTERLY SIDE OF WASHINGTON AVENUE. (AS SHOWN HEREON)
EL. = 159.07
TBM-NG2 - X CUT ON CAP NUT OF A HYDRANT LOCATED ON THE WESTERLY SIDE OF WASHINGTON AVENUE. (AS SHOWN HEREON)
EL. = 155.36
2) ELEVATIONS REFER TO NAVD 1988
3) CONTOUR INTERVAL EQUALS ONE (1) FOOT.
4) BY GRAPHIC PLOTTING ONLY, THE PARCEL SHOWN HEREON LIES WITHIN A ZONE "X" (UNSHADED), AN AREA OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR MIDDLESEX COUNTY, MASSACHUSETTS, MAP NUMBER 25017C0536F, TOWN OF NATICK COMMUNITY NUMBER 250207, PANEL NUMBER 536, HAVING AN EFFECTIVE DATE OF JULY 7, 2014.
5) ZONING INFORMATION AS SHOWN HEREON WAS/WAS NOT PROVIDED BY THE TITLE INSURER AS REQUIRED BY ITEM 6 (A OR B) OF TABLE "A" IN THE 2016 ALTA SURVEY REQUIREMENTS.
6) UTILITY INFORMATION SHOWN IS BASED ON BOTH A FIELD SURVEY AND PLANS OF RECORD. THE LOCATIONS OF UNDERGROUND PIPES AND CONDUITS HAVE BEEN DETERMINED FROM THE AFOREMENTIONED RECORD PLANS AND ARE APPROXIMATE ONLY. WE CANNOT ASSUME RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES THAT ARE OMITTED OR INACCURATELY SHOWN ON SAID RECORD PLANS, SINCE SUBSURFACE UTILITIES CANNOT BE VISIBLY VERIFIED. BEFORE PLANNING FUTURE CONNECTIONS, THE PROPER UTILITY ENGINEERING DEPARTMENT SHOULD BE CONSULTED AND THE ACTUAL LOCATION OF SUBSURFACE STRUCTURES SHOULD BE DETERMINED IN THE FIELD. CALL, TOLL FREE, THE DIG SAFE CALL CENTER AT 1-888-344-7233 SEVENTY-TWO HOURS PRIOR TO EXCAVATION.
7) THIS DOCUMENT IS AN INSTRUMENT OF SERVICE OF FELDMAN LAND SURVEYORS ISSUED TO OUR CLIENT FOR PURPOSES RELATED DIRECTLY AND SOLELY TO FELDMAN LAND SURVEYORS' SCOPE OF SERVICES UNDER CONTRACT TO OUR CLIENT FOR THIS PROJECT. ANY USE OR REUSE OF THIS DOCUMENT FOR ANY REASON BY ANY PARTY FOR PURPOSES UNRELATED DIRECTLY AND SOLELY TO SAID CONTRACT SHALL BE AT THE USER'S SOLE AND EXCLUSIVE RISK AND LIABILITY, INCLUDING LIABILITY FOR VIOLATION OF COPYRIGHT LAWS, UNLESS WRITTEN CONSENT IS PROVIDED BY FELDMAN LAND SURVEYORS.
8) WETLAND RESOURCE AREAS DELINEATED ON NOVEMBER 17, 2016 BY WESTON & SAMPSON ENGINEERS, INC.

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152 Hampden Street, Boston, MA 02119
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Direct: 617-708-8614

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EXISTING CONDITIONS PLAN

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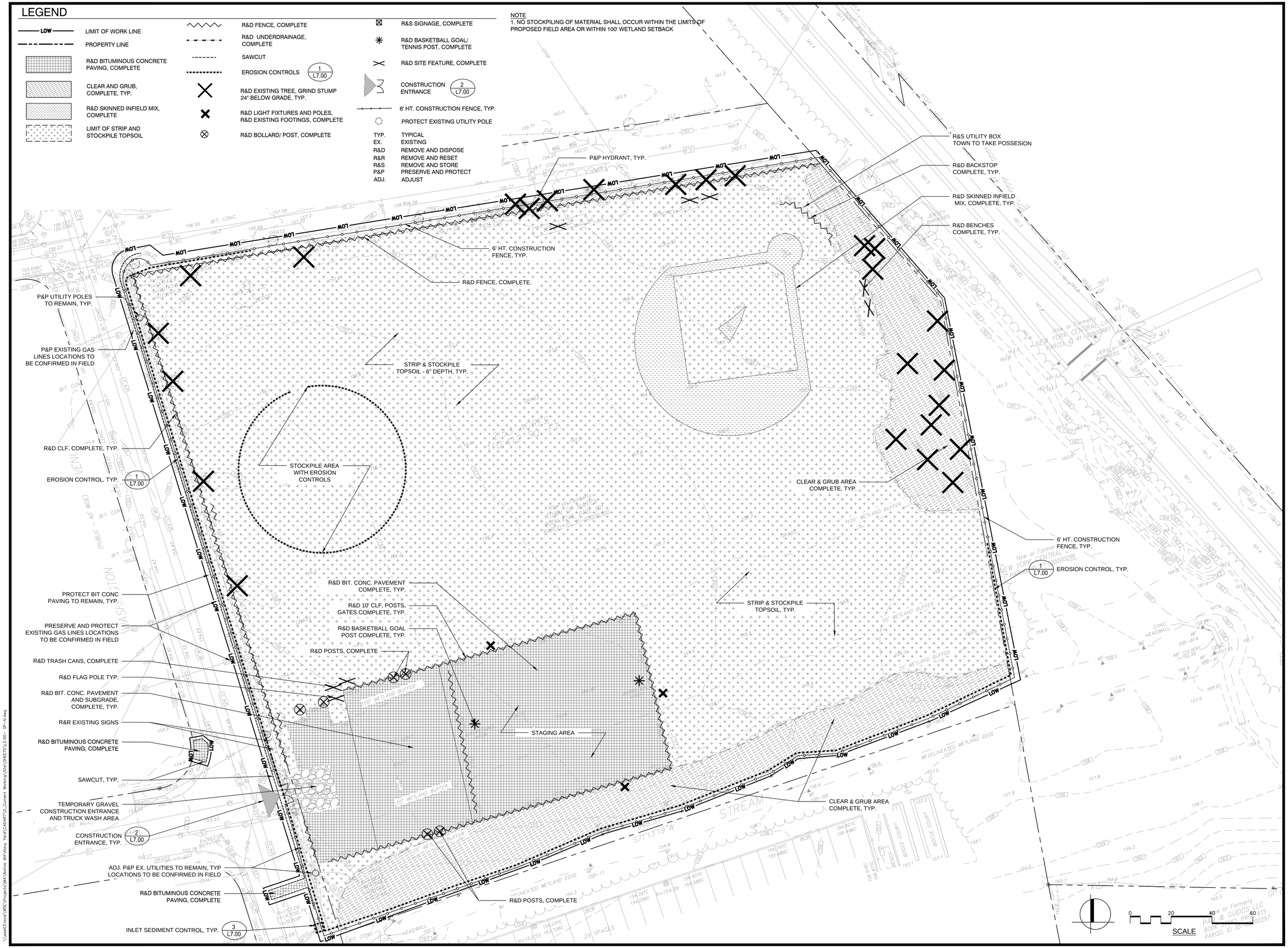
LEGEND

- LIMIT OF WORK LINE
- PROPERTY LINE
- R&D BITUMINOUS CONCRETE PAVING, COMPLETE
- CLEAR AND GRUB, COMPLETE, TYP.
- R&D SKINNED INFIELD MIX, COMPLETE
- LIMIT OF STRIP AND STOCKPILE TOPSOIL
- R&D FENCE, COMPLETE
- R&D UNDERDRAINAGE, COMPLETE
- SAWCUT
- EROSION CONTROLS (1 / L7.00)
- R&D EXISTING TREE, GRIND STUMP 24" BELOW GRADE, TYP.
- R&D LIGHT FIXTURES AND POLES, R&D EXISTING FOOTINGS, COMPLETE
- R&D BOLLARD/ POST, COMPLETE
- R&S SIGNAGE, COMPLETE
- R&D BASKETBALL GOAL/ TENNIS POST, COMPLETE
- R&D SITE FEATURE, COMPLETE
- CONSTRUCTION ENTRANCE (2 / L7.00)
- 6' HT. CONSTRUCTION FENCE, TYP.
- PROTECT EXISTING UTILITY POLE

TYP.	TYPICAL
EX.	EXISTING
R&D	REMOVE AND DISPOSE
R&R	REMOVE AND RESET
R&S	REMOVE AND STORE
P&P	PRESERVE AND PROTECT
ADJ.	ADJUST

NOTE
1. NO STOCKPILING OF MATERIAL SHALL OCCUR WITHIN THE LIMITS OF PROPOSED FIELD AREA OR WITHIN 100' WETLAND SETBACK



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SITE PREPARATION PLAN

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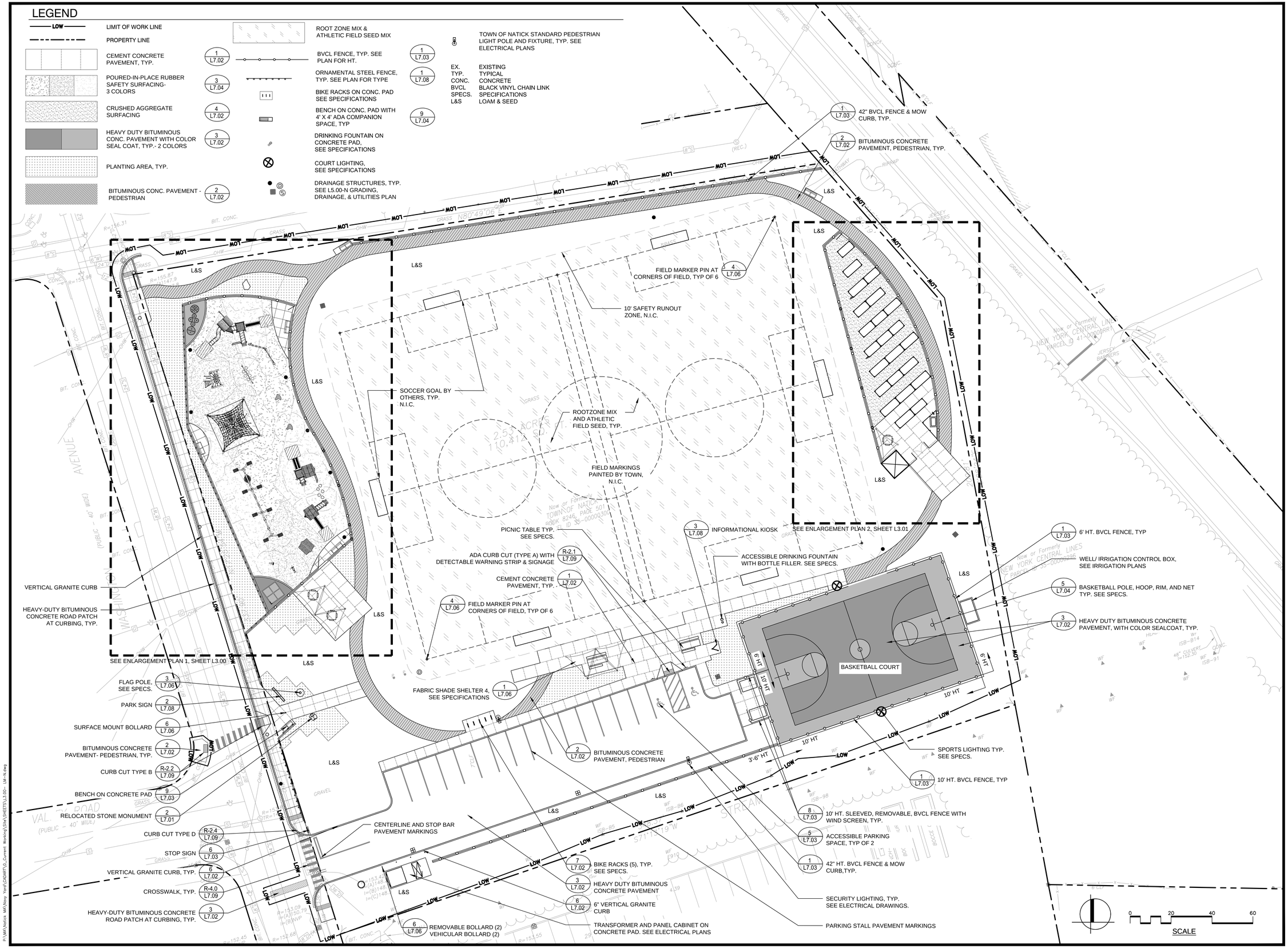
LEGEND

LOW	LIMIT OF WORK LINE	
	PROPERTY LINE	
	CEMENT CONCRETE PAVEMENT, TYP.	1 L7.02
	POURED-IN-PLACE RUBBER SAFETY SURFACING- 3 COLORS	3 L7.04
	CRUSHED AGGREGATE SURFACING	4 L7.02
	HEAVY DUTY BITUMINOUS CONC. PAVEMENT WITH COLOR SEAL COAT, TYP.- 2 COLORS	3 L7.02
	PLANTING AREA, TYP.	
	BITUMINOUS CONC. PAVEMENT - PEDESTRIAN	2 L7.02
	ROOT ZONE MIX & ATHLETIC FIELD SEED MIX	
	BVCL FENCE, TYP. SEE PLAN FOR HT.	1 L7.03
	ORNAMENTAL STEEL FENCE, TYP. SEE PLAN FOR TYPE	1 L7.08
	BIKE RACKS ON CONC. PAD SEE SPECIFICATIONS	
	BENCH ON CONC. PAD WITH 4' X 4' ADA COMPANION SPACE, TYP	9 L7.04
	DRINKING FOUNTAIN ON CONCRETE PAD, SEE SPECIFICATIONS	
	COURT LIGHTING, SEE SPECIFICATIONS	
	DRAINAGE STRUCTURES, TYP. SEE L5.00-N GRADING, DRAINAGE, & UTILITIES PLAN	
	TOWN OF NATICK STANDARD PEDESTRIAN LIGHT POLE AND FIXTURE, TYP. SEE ELECTRICAL PLANS	

EX.	EXISTING
TYP.	TYPICAL
CONC.	CONCRETE
BVCL	BLACK VINYL CHAIN LINK
SPECS.	SPECIFICATIONS
L&S	LOAM & SEED



Project:

TOWN OF NATICK, MA

PLANS FOR THE IMPROVEMENTS TO

NAVY YARD PARK

41 WASHINGTON AVE
NATICK, MA 01340

Weston & Sampson

427 Main Street, Suite 400, Worcester, MA
(508) 698-3034 (800) Sampson
www.westonandsampson.com

Consultants:

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Approved By:	MSM
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W&S File No:	

Drawing Title:

MATERIALS PLAN

Sheet Number:

L3.00

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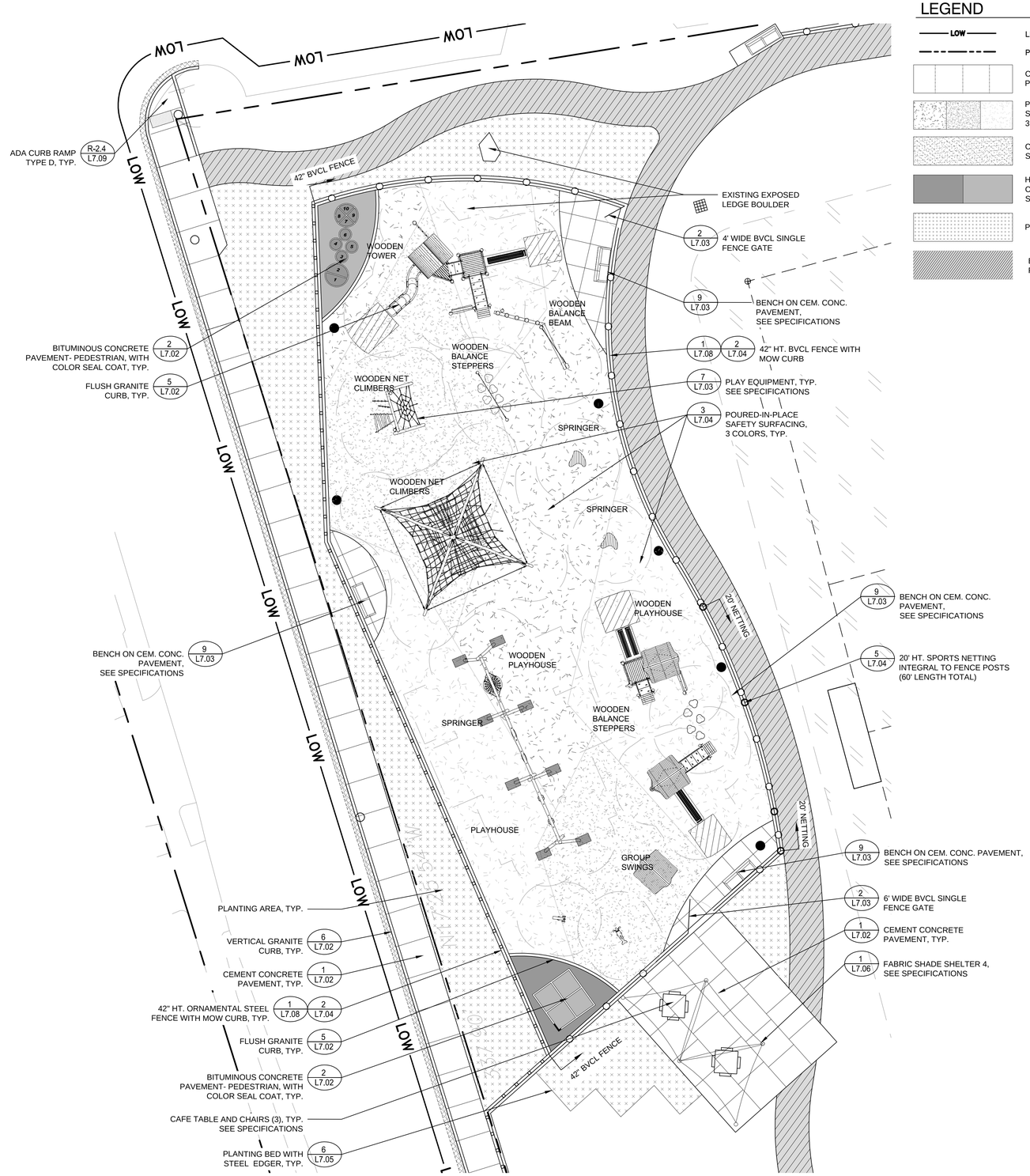
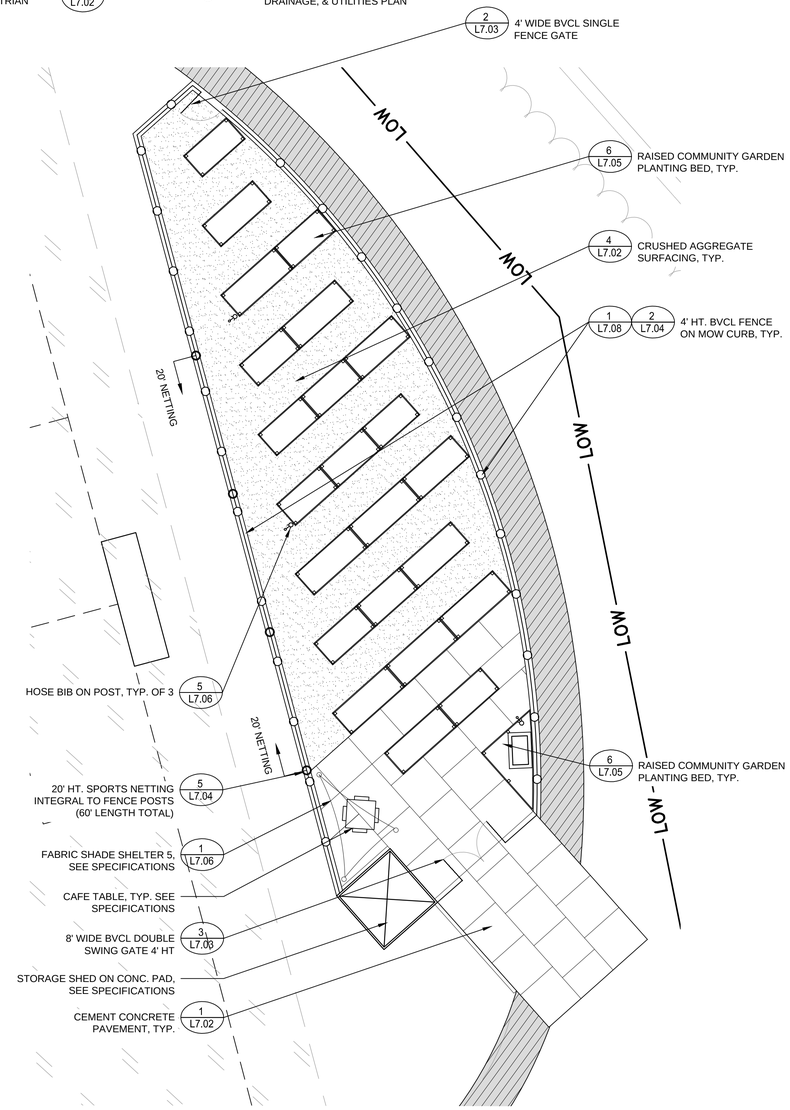
LEGEND

LOW — LIMIT OF WORK LINE		ROOT ZONE MIX & ATHLETIC FIELD SEED MIX	TOWN OF NATICK STANDARD PEDESTRIAN LIGHT POLE AND FIXTURE, TYP. SEE ELECTRICAL PLANS
PROPERTY LINE		BVCL FENCE, TYP. SEE PLAN FOR HT. — 1 / L7.03	EX. EXISTING; TYP. TYPICAL; CONC. CONCRETE; BVCL BLACK VINYL CHAIN LINK; SPECS. SPECIFICATIONS; L&S LOAM & SEED
CEMENT CONCRETE PAVEMENT, TYP. — 1 / L7.02		ORNAMENTAL FENCE, TYP. SEE PLAN FOR TYPE — 1 / L7.08	
POURED-IN-PLACE RUBBER SAFETY SURFACING- 3 COLORS — 3 / L7.04		BIKE RACKS ON CONC. PAD SEE SPECIFICATIONS	
CRUSHED AGGREGATE SURFACING — 4 / L7.02		BENCH ON CONC. PAD WITH 4' X 4' ADA COMPANION SPACE, TYP — 9 / L7.03	
HEAVY DUTY BITUMINOUS CONC. PAVEMENT WITH COLOR SEAL COAT, TYP.- 2 COLORS — 3 / L7.02		DRINKING FOUNTAIN ON CONCRETE PAD. SEE SPECIFICATIONS	
PLANTING AREA, TYP.		COURT LIGHTING, SEE SPECIFICATIONS	
BITUMINOUS CONC. PAVEMENT - PEDESTRIAN — 2 / L7.02		DRAINAGE STRUCTURES, TYP. SEE L5.00-N GRADING, DRAINAGE, & UTILITIES PLAN	



1 PLAYGROUND ENLARGEMENT
SCALE: 1" = 10'-0"



2 COMMUNITY GARDEN ENLARGEMENT
SCALE: 1" = 10'-0"

0 10 20 30
SCALE

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MATERIALS PLAN ENLARGEMENTS

Sheet Number:
L3.01

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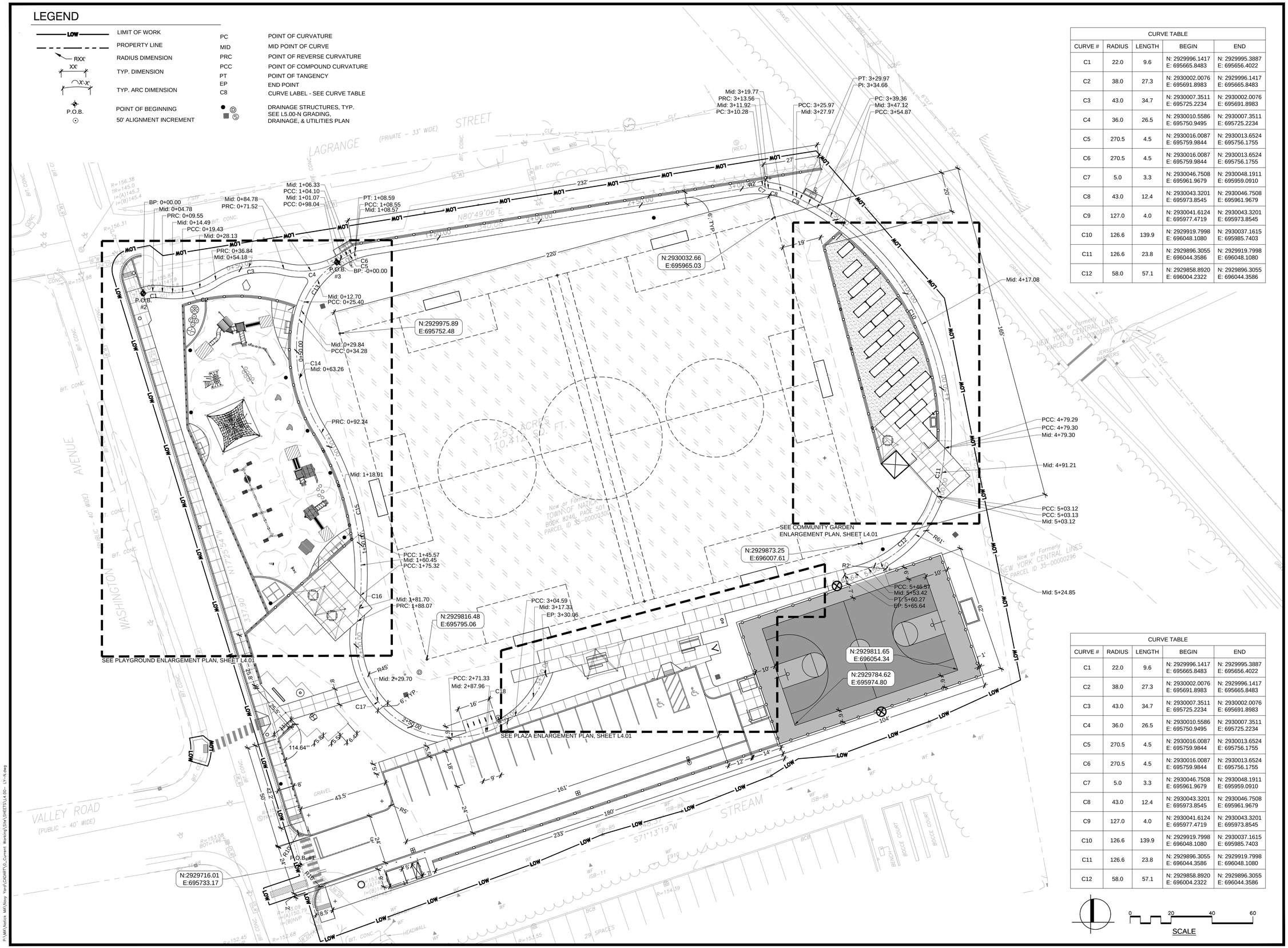
LEGEND

LOW	LIMIT OF WORK	PC	POINT OF CURVATURE
	PROPERTY LINE	MID	MID POINT OF CURVE
RXX'	RADIUS DIMENSION	PRC	POINT OF REVERSE CURVATURE
XX'	TYP. DIMENSION	PCC	POINT OF COMPOUND CURVATURE
		PT	POINT OF TANGENCY
X'-X'	TYP. ARC DIMENSION	EP	END POINT
		C8	CURVE LABEL - SEE CURVE TABLE
P.O.B.	POINT OF BEGINNING	D / S	DRAINAGE STRUCTURES, TYP. SEE L5.00-N GRADING, DRAINAGE, & UTILITIES PLAN
	50' ALIGNMENT INCREMENT		



CURVE TABLE				
CURVE #	RADIUS	LENGTH	BEGIN	END
C1	22.0	9.6	N: 2929996.1417 E: 695665.8483	N: 2929995.3887 E: 695656.4022
C2	38.0	27.3	N: 2930002.0076 E: 695691.8983	N: 2929996.1417 E: 695665.8483
C3	43.0	34.7	N: 2930007.3511 E: 695725.2234	N: 2930002.0076 E: 695691.8983
C4	36.0	26.5	N: 2930010.5586 E: 695750.9495	N: 2930007.3511 E: 695725.2234
C5	270.5	4.5	N: 2930016.0087 E: 695759.9844	N: 2930013.6524 E: 695756.1755
C6	270.5	4.5	N: 2930016.0087 E: 695759.9844	N: 2930013.6524 E: 695756.1755
C7	5.0	3.3	N: 2930046.7508 E: 695961.9679	N: 2930048.1911 E: 695959.0910
C8	43.0	12.4	N: 2930043.3201 E: 695973.8545	N: 2930046.7508 E: 695961.9679
C9	127.0	4.0	N: 2930041.6124 E: 695977.4719	N: 2930043.3201 E: 695973.8545
C10	126.6	139.9	N: 2929919.7998 E: 696048.1080	N: 2930037.1615 E: 695985.7403
C11	126.6	23.8	N: 2929896.3055 E: 696044.3586	N: 2929919.7998 E: 696048.1080
C12	58.0	57.1	N: 2929858.8920 E: 696004.2322	N: 2929896.3055 E: 696044.3586

CURVE TABLE				
CURVE #	RADIUS	LENGTH	BEGIN	END
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0 20 40 60
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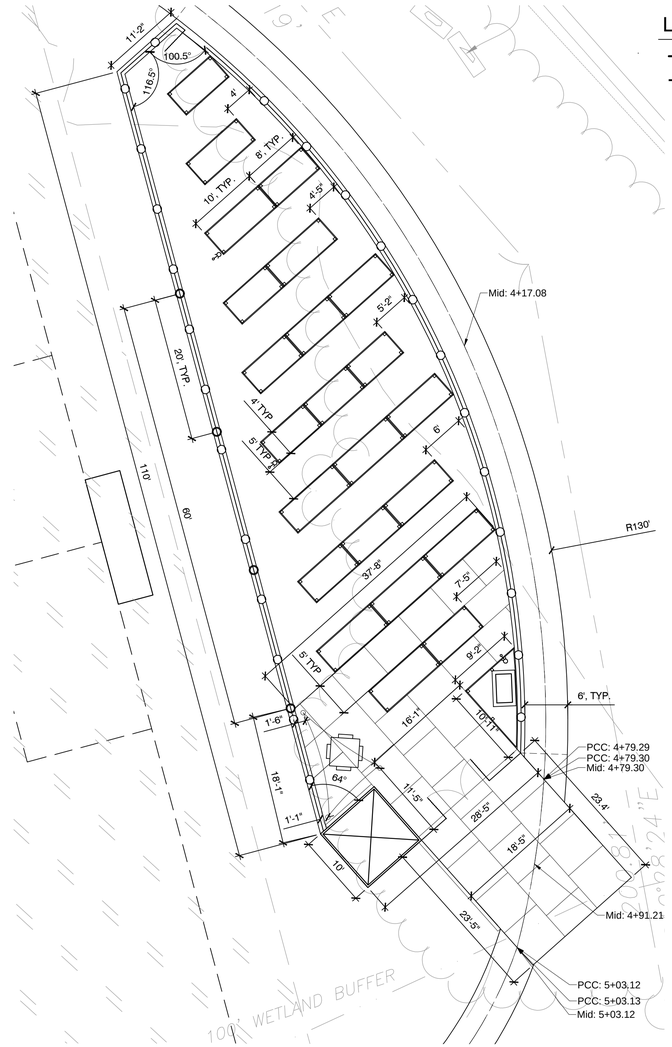
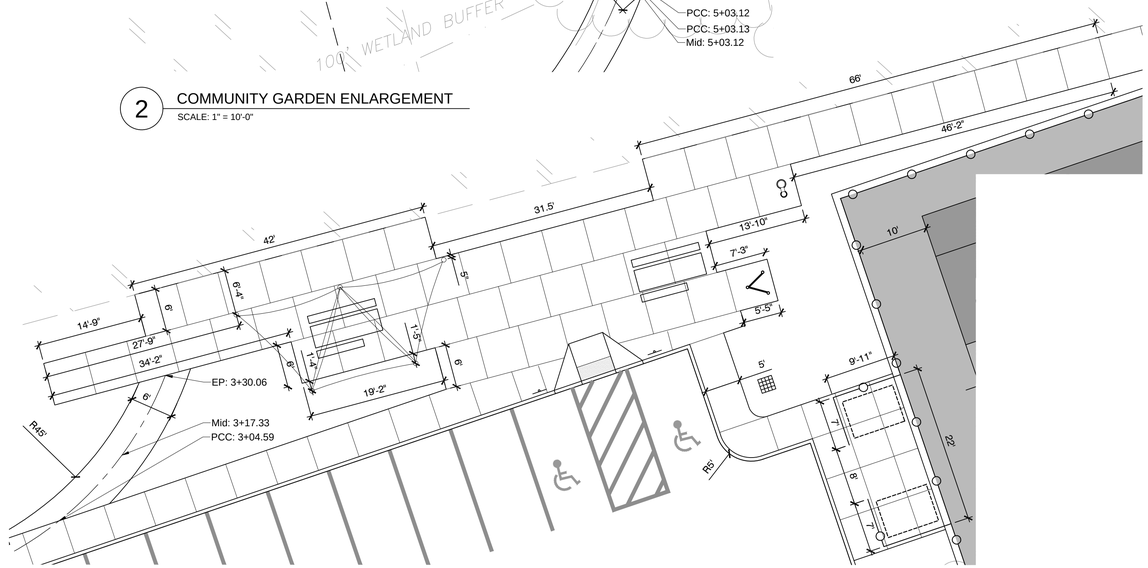
1 PLAYGROUND ENLARGEMENT

SCALE: 1" = 10'-0"



2 COMMUNITY GARDEN ENLARGEMENT

SCALE: 1" = 10'-0"



3 PLAZA ENLARGEMENT

SCALE: 1" = 10'-0"

LEGEND

LOW	LIMIT OF WORK
	PROPERTY LINE
RXX'	RADIUS DIMENSION
XX'	TYP. DIMENSION
X'-X'	TYP. ARC DIMENSION
	POINT OF BEGINNING
	50' ALIGNMENT INCREMENT
PC	POINT OF CURVATURE
MID	MID POINT OF CURVE
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PT	POINT OF TANGENCY
EP	END POINT
D S	DRAINAGE STRUCTURES, TYP. SEE L5.00-N GRADING, DRAINAGE, & UTILITIES PLAN

SCALE

0 10 20 30

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LAYOUT PLAN ENLARGEMENT

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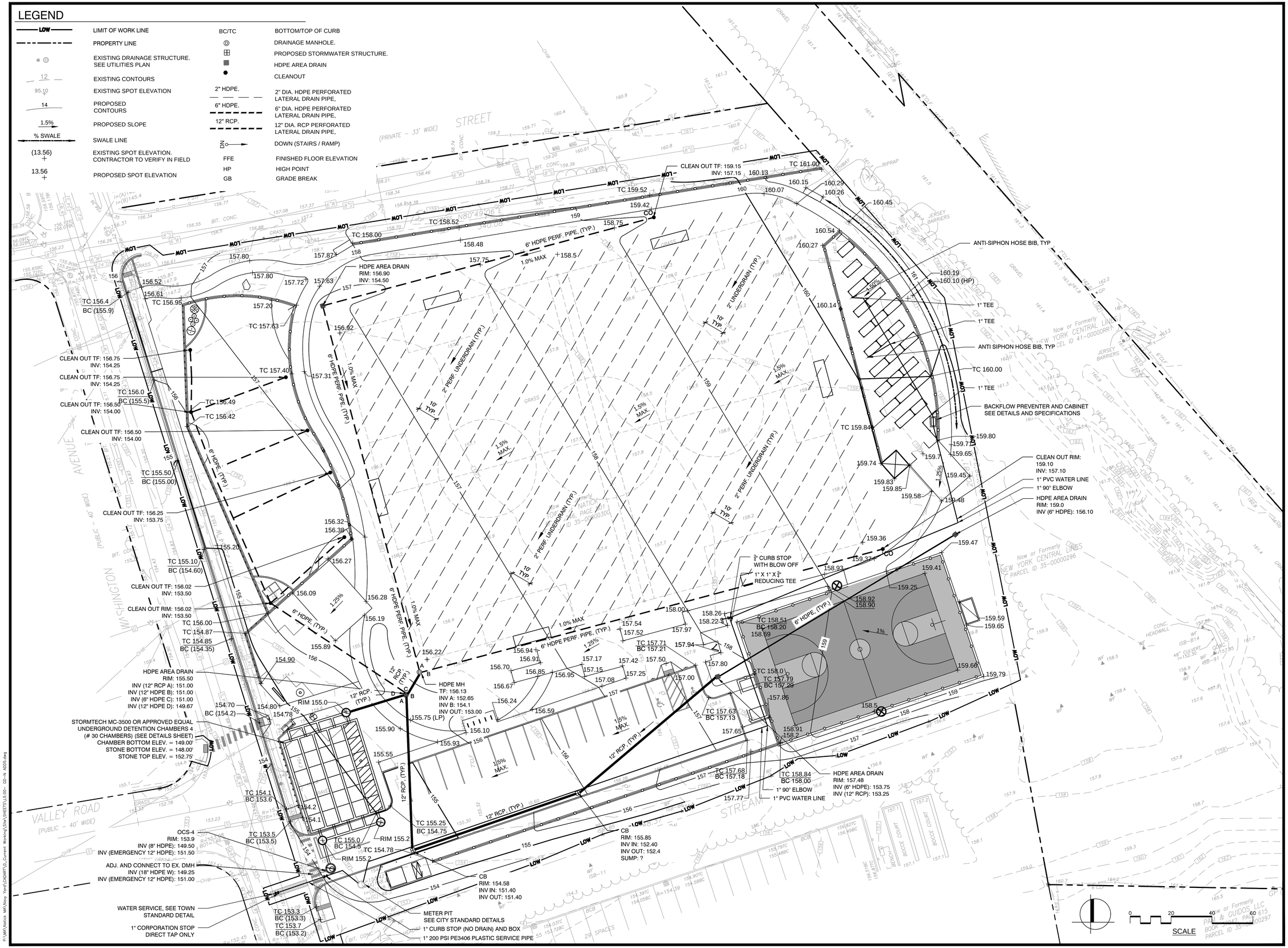
LEGEND

LOW	LIMIT OF WORK LINE	BC/TC	BOTTOM/TOP OF CURB
	PROPERTY LINE		DRAINAGE MANHOLE.
	EXISTING DRAINAGE STRUCTURE. SEE UTILITIES PLAN		PROPOSED STORMWATER STRUCTURE.
			HDPE AREA DRAIN
12	EXISTING CONTOURS		CLEANOUT
95.10	EXISTING SPOT ELEVATION	2" HDPE.	2" DIA. HDPE PERFORATED LATERAL DRAIN PIPE,
14	PROPOSED CONTOURS	6" HDPE.	6" DIA. HDPE PERFORATED LATERAL DRAIN PIPE,
1.5%	PROPOSED SLOPE	12" RCP.	12" DIA. RCP PERFORATED LATERAL DRAIN PIPE,
% SWALE	SWALE LINE	DN	DOWN (STAIRS / RAMP)
(13.56)	EXISTING SPOT ELEVATION, CONTRACTOR TO VERIFY IN FIELD	FFE	FINISHED FLOOR ELEVATION
13.56	PROPOSED SPOT ELEVATION	HP	HIGH POINT
		GB	GRADE BREAK



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GRADING, DRAINAGE & UTILITIES PLAN

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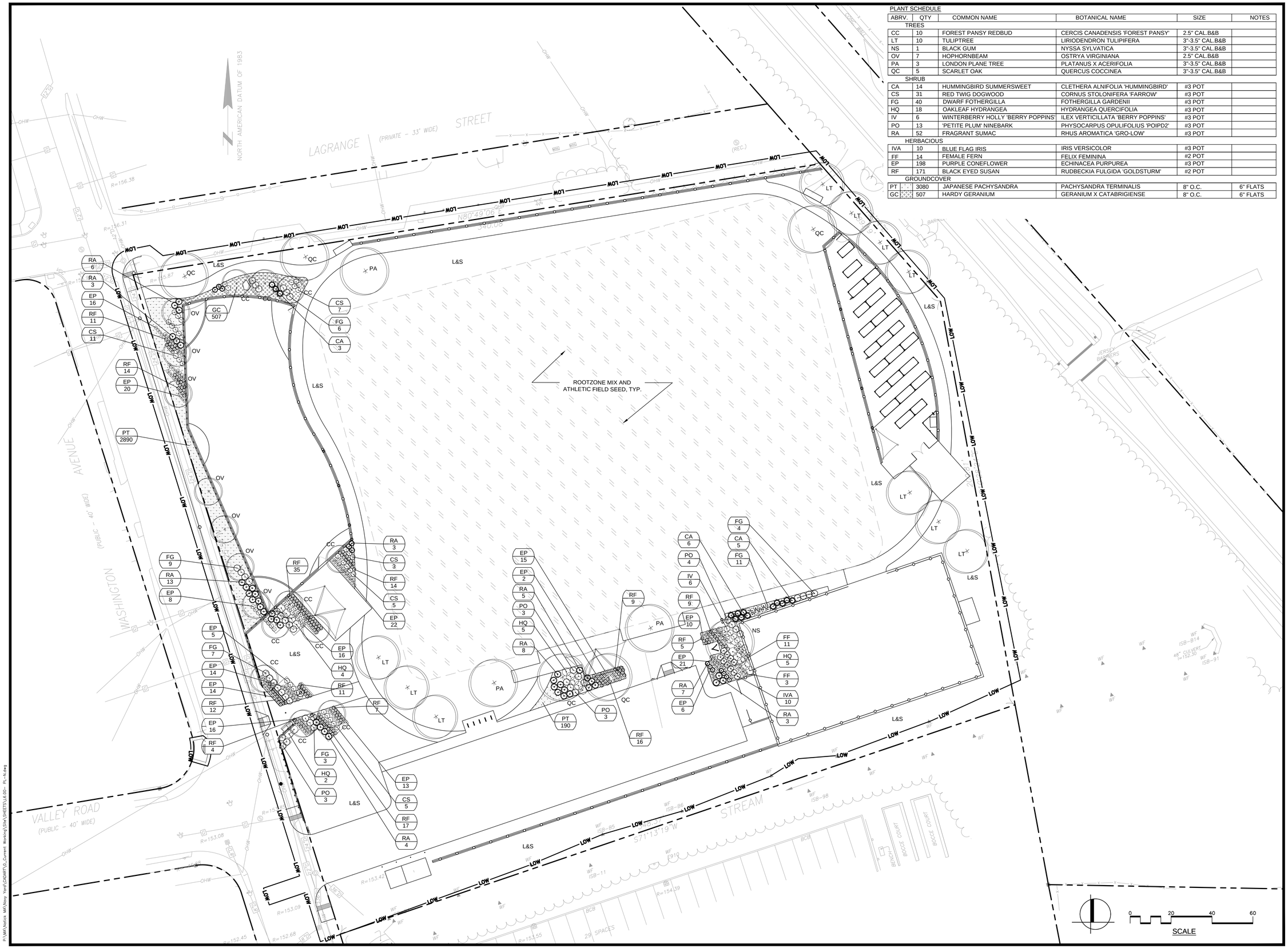

PLANT SCHEDULE

ABRV.	QTY	COMMON NAME	BOTANICAL NAME	SIZE	NOTES
TREES					
CC	10	FOREST PANSY REDBUD	CERCIS CANADENSIS 'FOREST PANSY'	2.5" CAL.B&B	
LT	10	TULIPTREE	LIRIODENDRON TULIPIFERA	3"-3.5" CAL.B&B	
NS	1	BLACK GUM	NYSSA SYLVATICA	3"-3.5" CAL.B&B	
OV	7	HOPHORNBEAM	OSTRYA VIRGINIANA	2.5" CAL.B&B	
PA	3	LONDON PLANE TREE	PLATANUS X ACERIFOLIA	3"-3.5" CAL.B&B	
QC	5	SCARLET OAK	QUERCUS COCCINEA	3"-3.5" CAL.B&B	
SHRUB					
CA	14	HUMMINGBIRD SUMMERSWEET	CLETHERA ALNIFOLIA 'HUMMINGBIRD'	#3 POT	
CS	31	RED TWIG DOGWOOD	CORNUS STOLONIFERA 'FARROW'	#3 POT	
FG	40	DWARF FOTHERGILLA	FOTHERGILLA GARDENII	#3 POT	
HQ	18	OAKLEAF HYDRANGEA	HYDRANGEA QUERCIFOLIA	#3 POT	
IV	6	WINTERBERRY HOLLY 'BERRY POPPINS'	ILEX VERTICILLATA 'BERRY POPPINS'	#3 POT	
PO	13	'PETITE PLUM' NINEBARK	PHYSOCARPUS OPULIFOLIUS 'POIPD2'	#3 POT	
RA	52	FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LOW'	#3 POT	
HERBACIOUS					
IVA	10	BLUE FLAG IRIS	IRIS VERSICOLOR	#3 POT	
FF	14	FEMALE FERN	FELIX FEMININA	#2 POT	
EP	198	PURPLE CONEFLOWER	ECHINACEA PURPUREA	#3 POT	
RF	171	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTURM'	#2 POT	
GROUNDCOVER					
PT	3080	JAPANESE PACHYSANDRA	PACHYSANDRA TERMINALIS	8" O.C.	6" FLATS
GC	507	HARDY GERANIUM	GERANIUM X CATABRIGIENSE	8" O.C.	6" FLATS

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PLANTING PLAN

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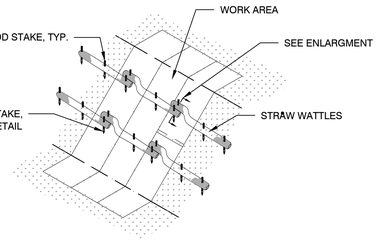
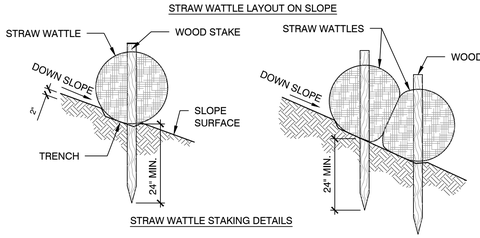
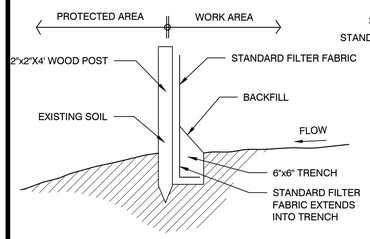


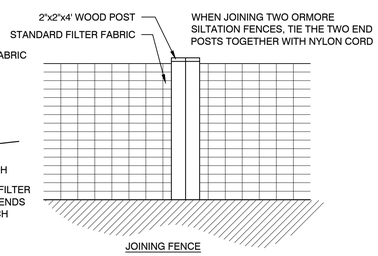
STRAW WATTLE LAYOUT ON SLOPE



STRAW WATTLE STAKING DETAILS



SLOPE DETAIL

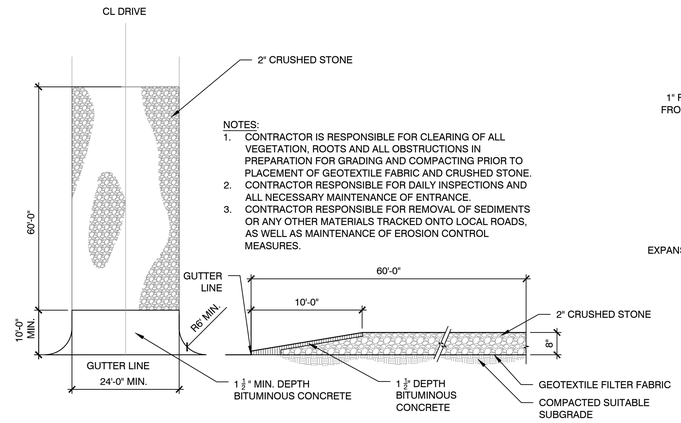


JOINING FENCE

SILT FENCE STAKING DETAILS

1 EROSION CONTROLS

SCALE: N.T.S.

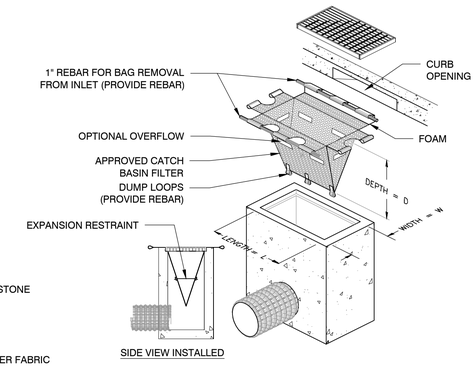


NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR CLEARING OF ALL VEGETATION, ROOTS AND ALL OBSTRUCTIONS IN PREPARATION FOR GRADING AND COMPACTING PRIOR TO PLACEMENT OF GEOTEXTILE FABRIC AND CRUSHED STONE.
2. CONTRACTOR RESPONSIBLE FOR DAILY INSPECTIONS AND ALL NECESSARY MAINTENANCE OF ENTRANCE.
3. CONTRACTOR RESPONSIBLE FOR REMOVAL OF SEDIMENTS OR ANY OTHER MATERIALS TRACKED ONTO LOCAL ROADS, AS WELL AS MAINTENANCE OF EROSION CONTROL MEASURES.

2 CONSTRUCTION ENTRANCE

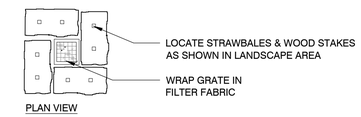
SCALE: N.T.S.



INSTALLATION IN PAVED AREAS

NOTE:

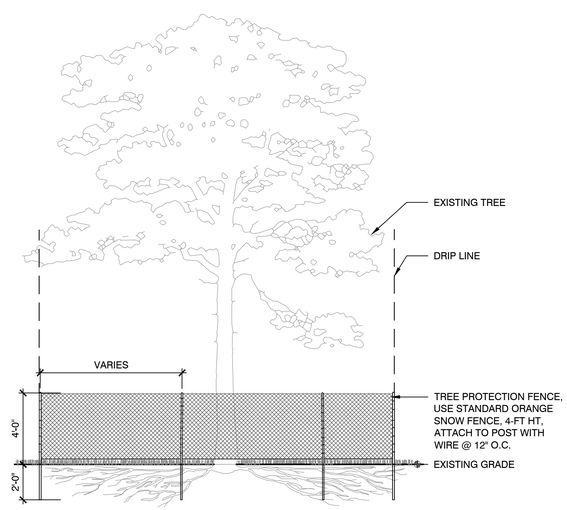
1. HAYBALE/SANDBAG PROTECTION OR CATCH BASIN FILTER FOR PAVED AREAS SHALL BE PROVIDED FOR ALL DRAINAGE STRUCTURES WITHIN THE LIMIT OF WORK AND ANY STRUCTURES OUTSIDE THE PROJECT TERMINII THAT ARE AFFECTED BY CONSTRUCTION.

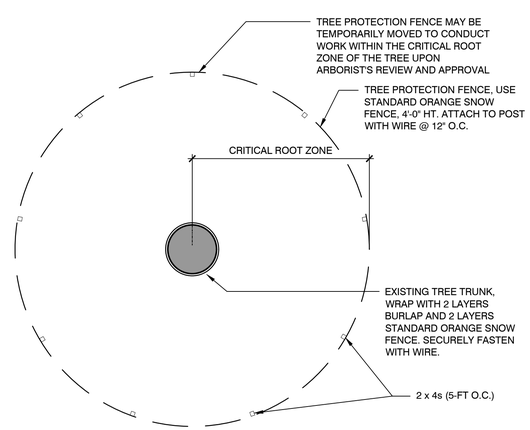


PLAN VIEW

3 INLET SEDIMENT CONTROL

SCALE: N.T.S.





CRITICAL ROOT ZONE TO BE PROTECTED. ALL WORK NECESSARY WITHIN THE CRITICAL ROOT ZONE SHALL BE PERFORMED BY HAND.

NOTE:

1. WHERE SPACE IS AVAILABLE, TREE PROTECTION FENCE TO BE PLACED A MINIMUM OF 10' FROM BASE OF TREE PLUS AN ADDITIONAL 1' FOR EACH ADDITIONAL DBH FOR TREES GREATER THAN 10" DBH (DIA. AT BREAST HT.)
2. ALL WORK DONE WITHIN TREE PROTECTION FENCE IS TO BE DONE BY HAND AND LIGHT EQUIPMENT.
3. ROOTS EXPOSED DURING EXCAVATION SHALL BE NEATLY CUT AND COVERED WITH SOIL IMMEDIATELY.
4. FOR TREES THAT OCCUR IN GROUPS PROVIDE TREE PROTECTION FENCE AROUND ENTIRE AREA. SEE PLAN FOR LOCATIONS.
5. MAINTAIN FENCE PROTECTION IN SOUND CONDITION UNTIL FENCE COMPLETION
6. A CERTIFIED ARBORIST SHALL DELINEATE LIMIT OF TREE PROTECTION FENCE AS THEY RELATE TO THE LIMITS OF THE CRITICAL ROOT ZONE.

4 TREE PROTECTION

SCALE: N.T.S.

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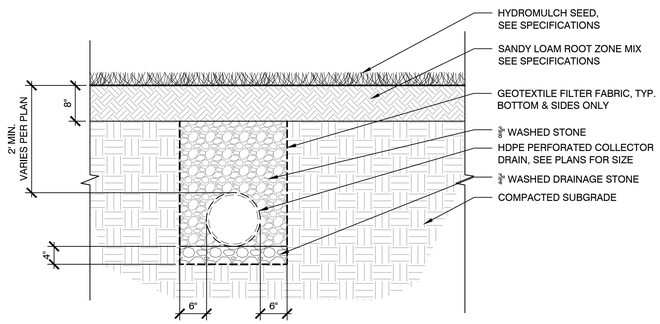
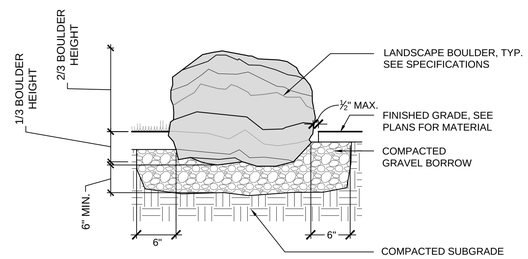


1 COLLECTOR DRAIN

SCALE: N.T.S.

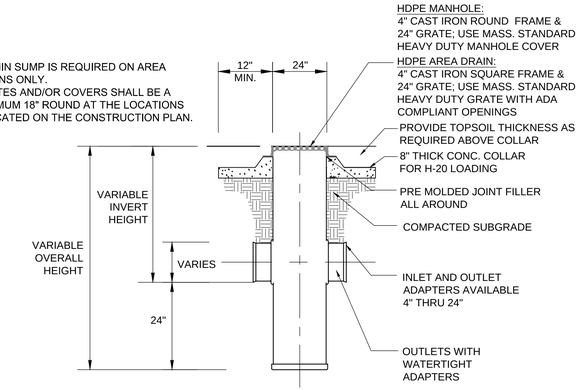


NOTES:
1. JOINT BETWEEN ROUND BOULDER AND ADJACENT MATERIAL SHALL NOT EXCEED ½" AND BE FILLED WITH MORTAR.

2 RELOCATED STONE MONUMENT

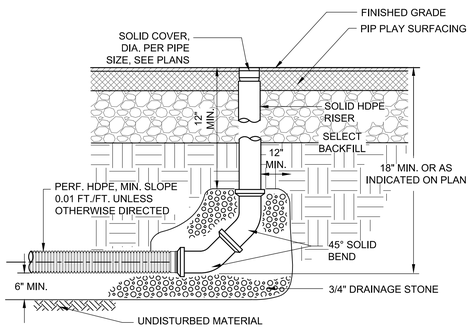
SCALE: N.T.S.

NOTES:
1. 24" MIN SUMP IS REQUIRED ON AREA DRAINS ONLY.
2. GRATES AND/OR COVERS SHALL BE A MINIMUM 18" ROUND AT THE LOCATIONS INDICATED ON THE CONSTRUCTION PLAN.



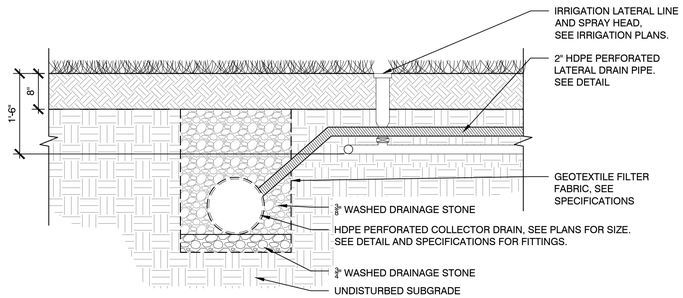
3 HDPE AREA DRAIN / HDPE MANHOLE

SCALE: N.T.S.



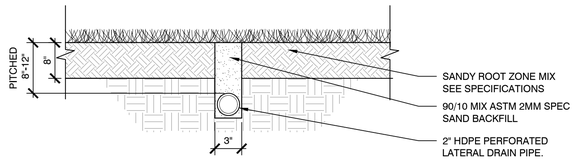
4 CLEANOUT DETAIL

SCALE: N.T.S.



5 COLLECTOR DRAIN W/ LATERAL CONNECTION

SCALE: N.T.S.



6 2" PERFORATED LATERAL DRAIN

SCALE: N.T.S.

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W&S Project No:	2160827
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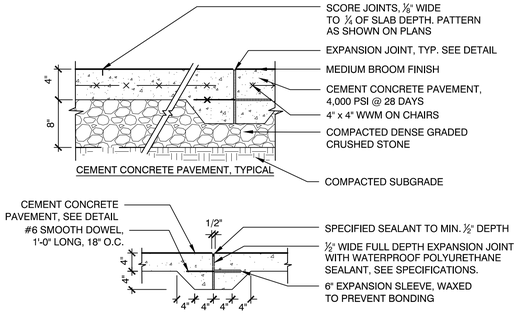
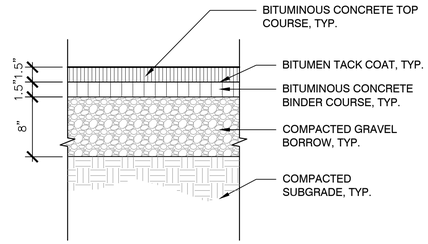


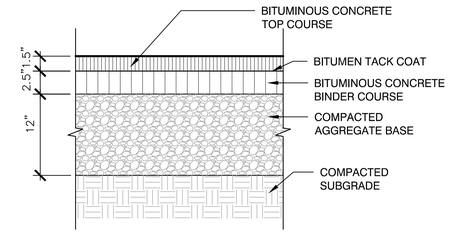
NOTES:
1. DOWELS SHALL BE USED AT ALL EXPANSION JOINTS (18" O.C.) WITHIN CONCRETE PAVING AND BETWEEN NEW CONCRETE PAVING AND EXISTING CONCRETE PAVING TO REMAIN. AS WELL AS ALL RAMPS AND STAIRS.
2. DELETE EXPANSION SLEEVE AND DOWEL WHERE JOINT ABUTS WALL, CURBS, OR OTHER VERTICAL SURFACES, UNLESS OTHERWISE NOTED.
3. EXPANSION JOINTS MAX. 30'-0" O.C. OR AS SHOWN ON PLANS.
4. REINFORCE PAVEMENT WITH 4 X 4 W2.9XW2.9 WELDED WIRE FABRIC, 12" OVERLAP MIN. TO BE SET ON CHAIRS, TYP.

1 CEMENT CONCRETE PAVEMENT
SCALE: N.T.S.



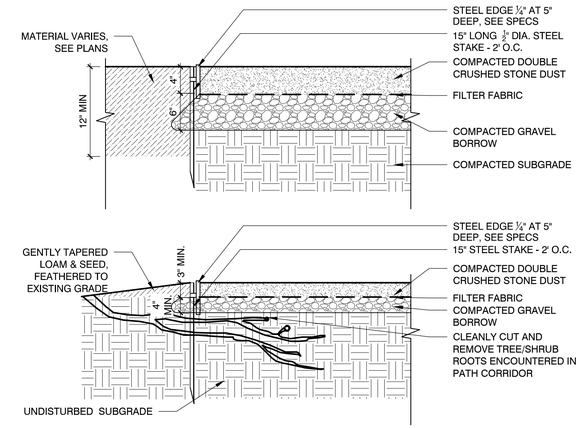
NOTE:
1. CONTRACTOR TO PROVIDE SMOOTH TRANSITION WHERE NEW PAVEMENT ABUTS EXISTING PAVEMENT, TYP.

2 BITUMINOUS CONCRETE PAVEMENT- PEDESTRIAN
SCALE: N.T.S.

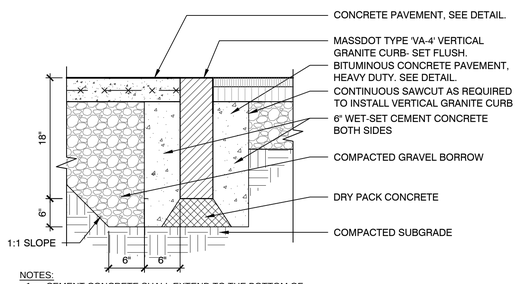


NOTE:
1. CONTRACTOR TO PROVIDE SMOOTH TRANSITION WHERE NEW PAVEMENT ABUTS EXISTING PAVEMENT, TYP.

3 BITUMINOUS CONCRETE PAVEMENT- HEAVY DUTY
SCALE: N.T.S.

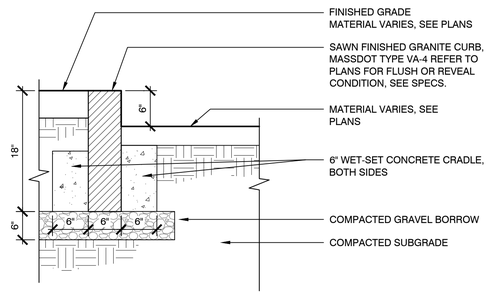


4 CRUSHED AGGREGATE SURFACING & SHALLOW ROOT CONDITION
SCALE: N.T.S.

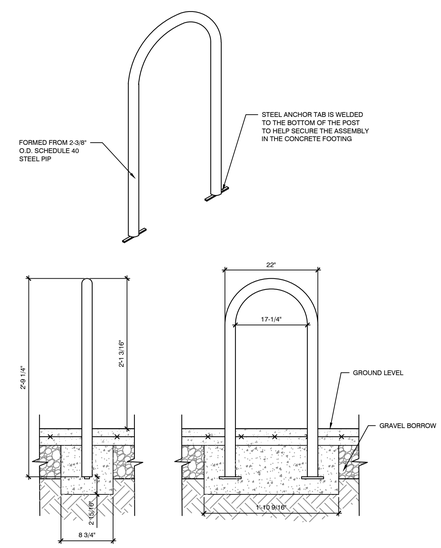


NOTES:
1. CEMENT CONCRETE SHALL EXTEND TO THE BOTTOM OF THE BITUMINOUS CONCRETE.
2. ANY CLASS OF CEMENT CONCRETE ACCEPTABLE UNDER SECTION M4 OF THE MASS. "SSHB" MAY BE USED.

5 FLUSH GRANITE CURB
SCALE: N.T.S.



6 VERTICAL GRANITE CURB
SCALE: N.T.S.



7 BIKE RACK
SCALE: N.T.S.

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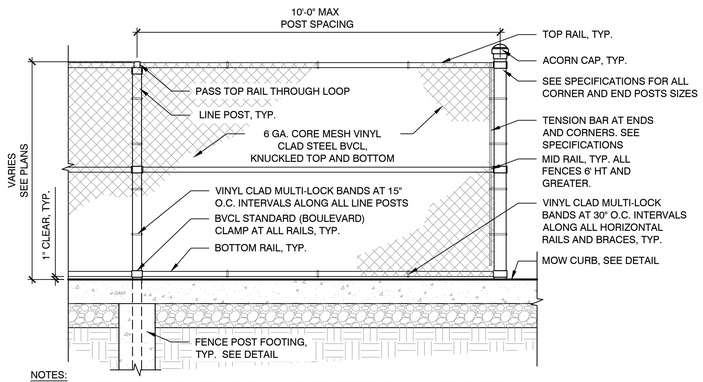
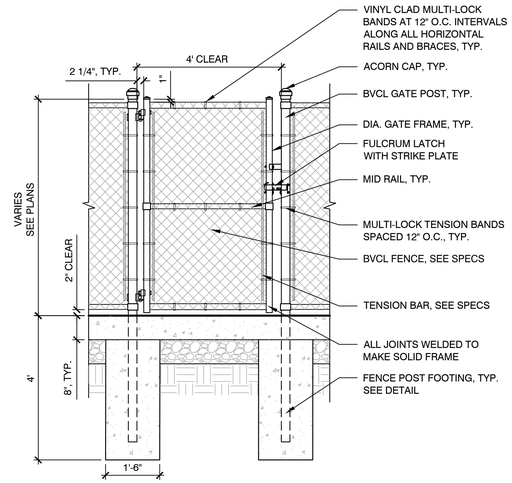
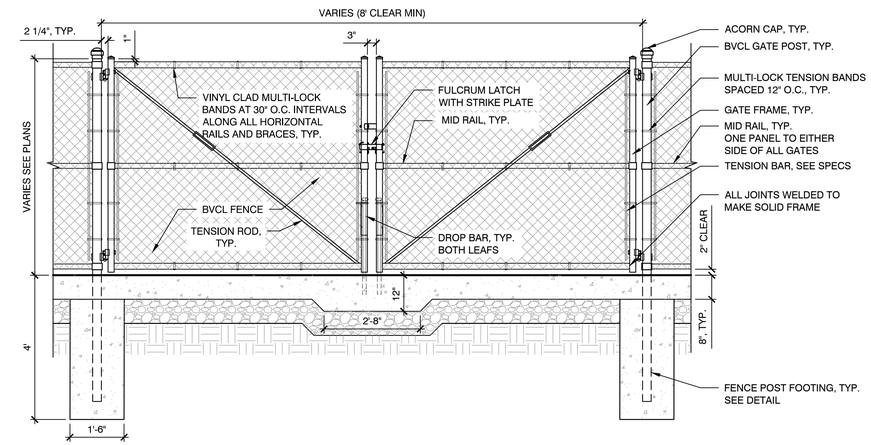


NOTES:
1. ALL LINE POSTS SHALL BE INSTALLED EQUALLY SPACED BETWEEN END AND CORNER POSTS.
2. ALL CLAMPS, TIES, POST TOPS, BANDS, POSTS, ETC. SHALL BE BLACK VINYL CLAD TO MATCH FABRIC.
3. REFER TO DETAIL AND SPECS. FOR GATE REQUIREMENTS.

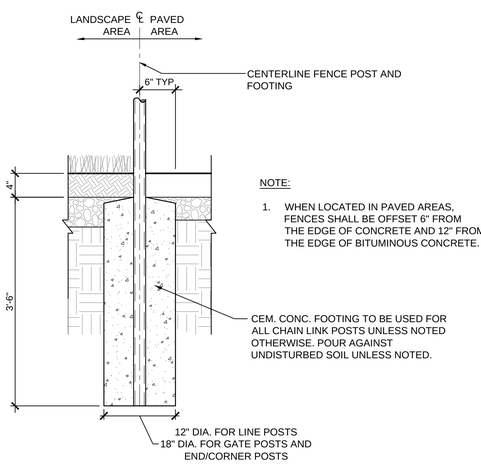
1 BLACK VINYL CHAIN LINK FENCE
SCALE: N.T.S.



2 BVCL SWING GATE
SCALE: N.T.S.

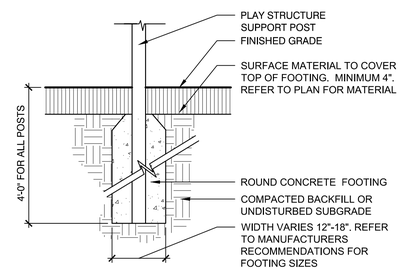


3 BVCL DOUBLE SWING GATE
SCALE: N.T.S.



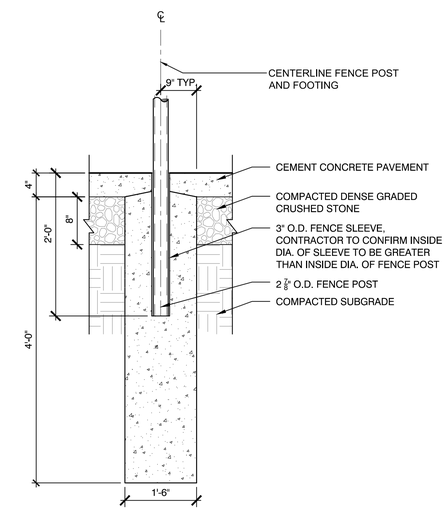
NOTE:
1. WHEN LOCATED IN PAVED AREAS, FENCES SHALL BE OFFSET 6" FROM THE EDGE OF CONCRETE AND 12" FROM THE EDGE OF BITUMINOUS CONCRETE.

4 FENCE POST FOOTING
SCALE: N.T.S.

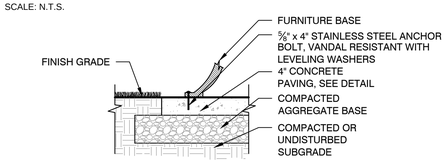


NOTE:
FOOTINGS SHALL BE REQUIRED FOR ALL POSTS AND GROUND CONNECTIONS, SEE PLANS.

7 PLAY STRUCTURE FOOTING
SCALE: N.T.S.

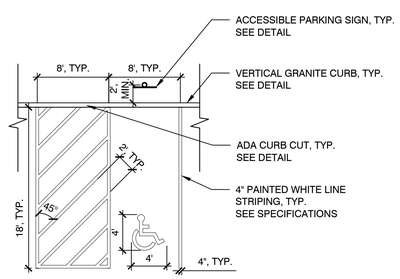


8 SLEEVED REMOVABLE FENCE POST FOOTING
SCALE: N.T.S.

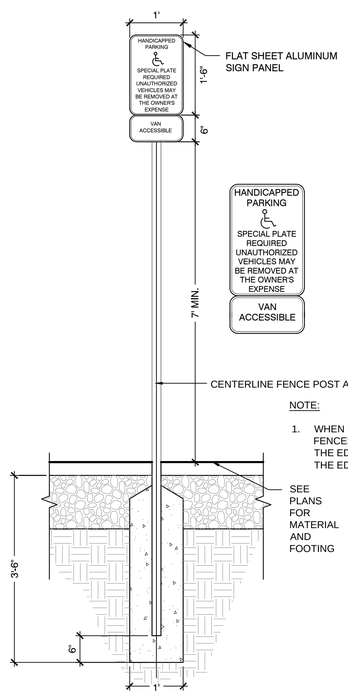


NOTE:
1. ALL SITE FURNISHINGS SHALL BE SURFACE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS.

SITE FURNISHING MOUNTING SECTION

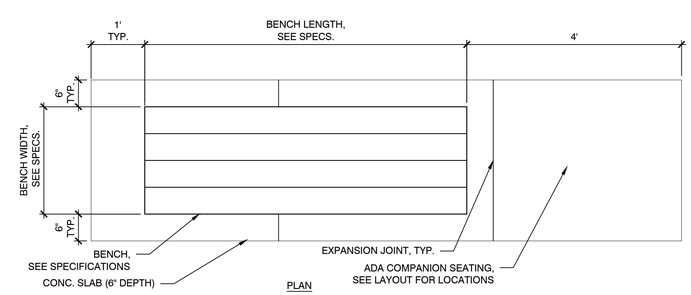


5 HC PARKING SPACE MARKINGS
SCALE: N.T.S.



NOTE:
1. WHEN LOCATED IN PAVED AREAS, FENCES SHALL BE OFFSET 6" FROM THE EDGE OF CONCRETE AND 12" FROM THE EDGE OF BITUMINOUS CONCRETE.

6 ACCESSIBLE STOP/PARKING SIGN & POST
SCALE: N.T.S.



9 CEMENT CONCRETE PAD FOR SITE FURNITURE
SCALE: N.T.S.

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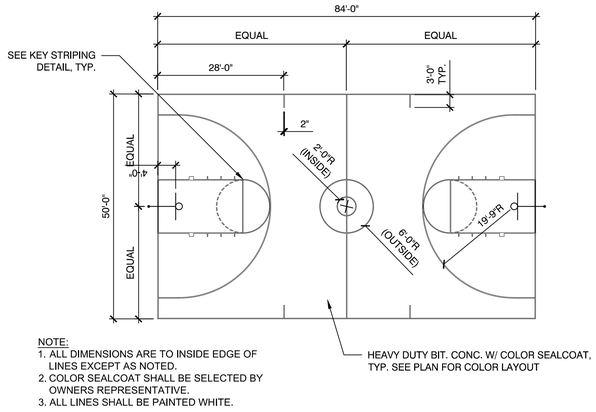
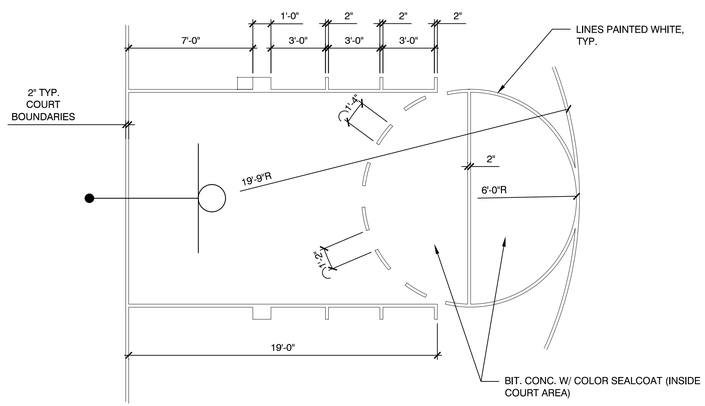


NOTE:
1. ALL DIMENSIONS ARE TO INSIDE EDGE OF LINES EXCEPT AS NOTED.
2. COLOR SEALCOAT SHALL BE SELECTED BY OWNERS REPRESENTATIVE.
3. ALL LINES SHALL BE PAINTED WHITE.

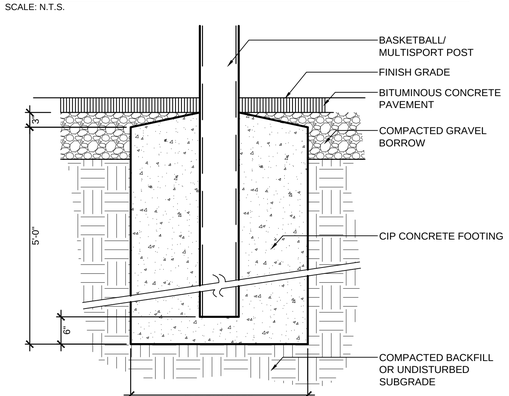
BASKETBALL COURT STRIPING



BASKETBALL KEY STRIPING

1 BASKETBALL COURT LAYOUT

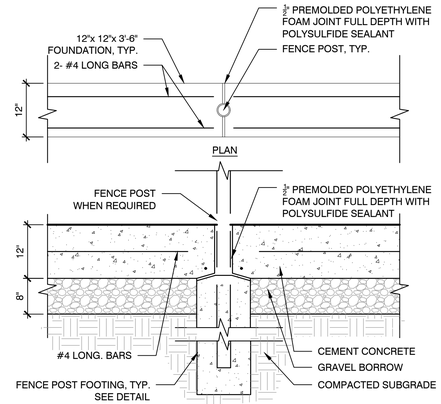
SCALE: N.T.S.



NOTE:
1. SHOP DRAWING SUBMITTAL SHALL INCLUDE DETAIL(S) OF MANUFACTURER'S RECOMMENDED INSTALLATION.

4 BASKETBALL & MULTI SPORT BACKBOARD POST FOOTING

SCALE: N.T.S.

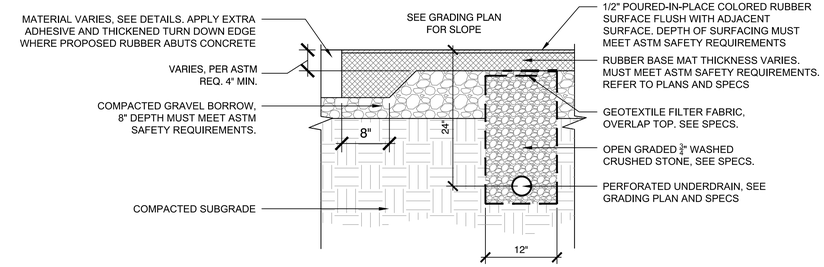


CONCRETE MOW STRIP AT FENCE

NOTES:
1. MOW STRIP CORNERS ADJACENT TO RESILIENT SURFACING SHALL BE SQUARE TO ENSURE SMOOTH INTERFACE BETWEEN MATERIALS.
2. MOW STRIP CORNERS ADJACENT TO PLANTING BED OR LAWN AREAS WILL HAVE ¾" CHAMFER
3. CONTRACTOR SHALL PROVIDE ¾" PREMOLDED POLYETHYLENE FOAM EXPANSION JOIN, FULL DEPTH WITH SILICONE SEALANT EVERY 30' O.C. UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL USE EXTREME CAUTION AT ROOT ZONE OF EXISTING TREES TO REMAIN. CONTRACTOR SHALL CLEAN CUT ANY ROOTS OVER 2" DIA. THAT ARE EFFECTED BY THE SCOPE OF WORK. CONTRACTOR SHALL CONSULT ARBORIST PRIOR TO ANY ROOT REMOVAL.

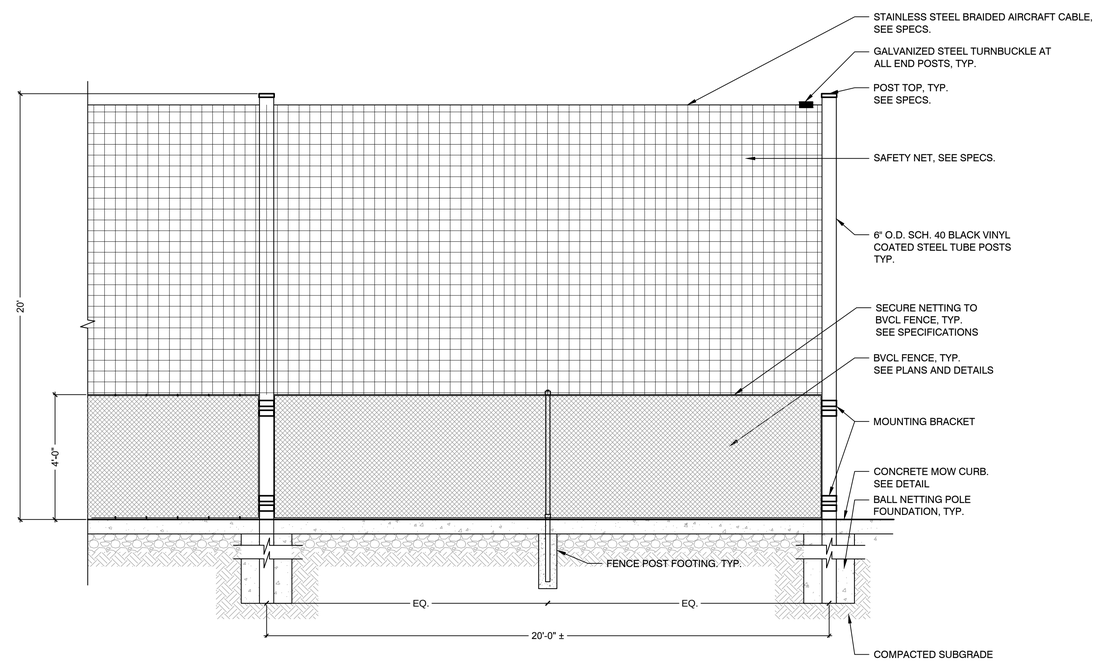
2 CONCRETE MOW CURB WITH FENCE

SCALE: N.T.S.



3 POURED-IN-PLACE RUBBER SAFETY SURFACING

SCALE: N.T.S.



5 BALL NETTING SYSTEM

SCALE: NTS

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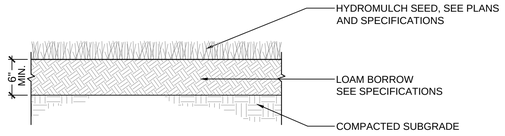
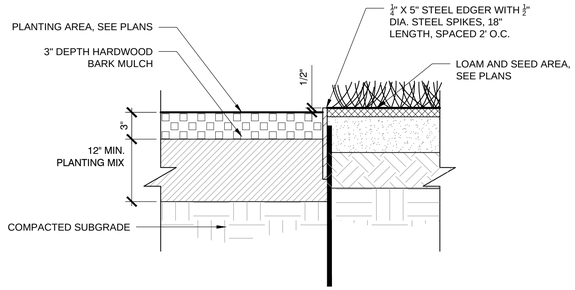


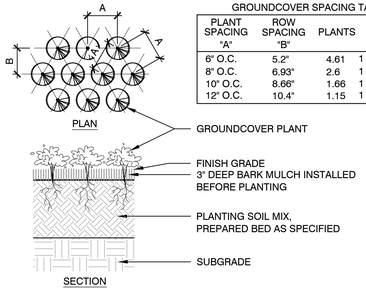
1 LOAM & SEED

SCALE: N.T.S.



2 STEEL EDGING AT LANDSCAPE AREA

SCALE: N.T.S.



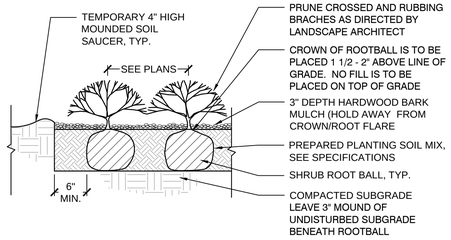
GROUNDCOVER SPACING TABLE

PLANT SPACING "A"	ROW SPACING "B"	PLANTS	AREA UNIT
6" O.C.	5.2"	4.61	1 SQ. FT.
8" O.C.	6.93"	2.6	1 SQ. FT.
10" O.C.	8.66"	1.66	1 SQ. FT.
12" O.C.	10.4"	1.15	1 SQ. FT.

NOTES:
1. ALL GROUNDCOVER TO BE PLANTED IN TRIANGULAR PATTERN. SEE DETAIL PLAN AND GROUNDCOVER SPACING TABLE.
2. JUTE EROSION CONTROL MAT TO BE USED ON ALL SLOPES GREATER THAN 3:1

3 GROUNDCOVER PLANTING

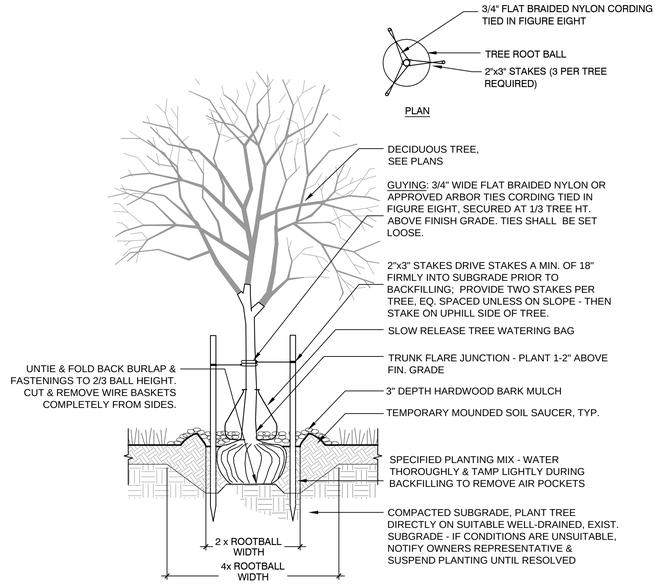
SCALE: N.T.S.



NOTES:
1. ALL MULCH MUST BE DARK IN COLOR. PROVIDE SAMPLE PRIOR TO INSTALLATION TO BE APPROVED BY OWNER'S REPRESENTATIVE.

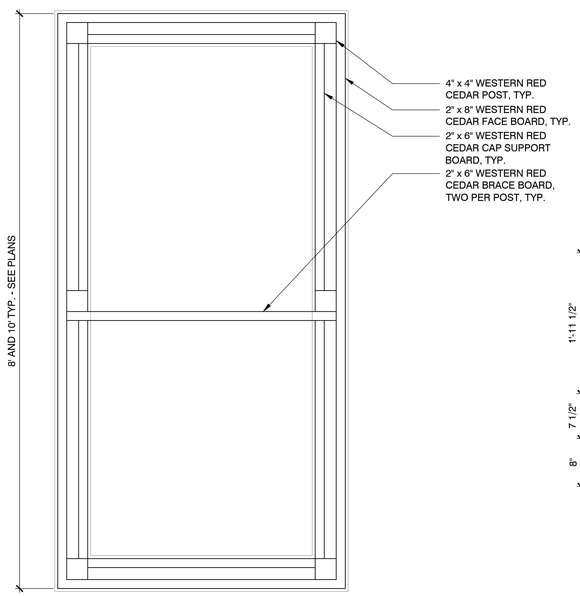
4 SHRUB PLANTING

SCALE: N.T.S.

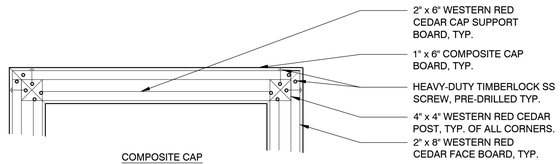


5 TREE STAKING & PLANTING

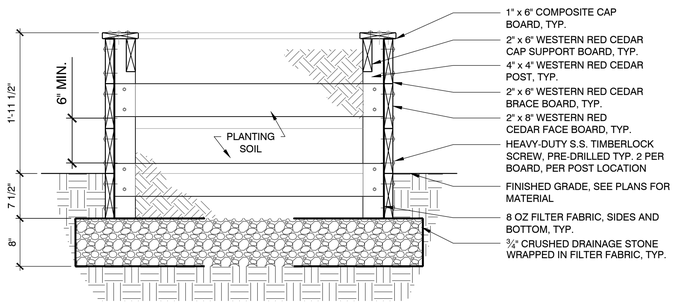
SCALE: N.T.S.



FRAMING PLAN



COMPOSITE CAP FASTENING PLAN



SECTION

6 RAISED PLANTER BED

SCALE: NTS

Project:

TOWN OF NATICK, MA

PLANS FOR THE IMPROVEMENTS TO

NAVY YARD PARK

41 WASHINGTON AVE
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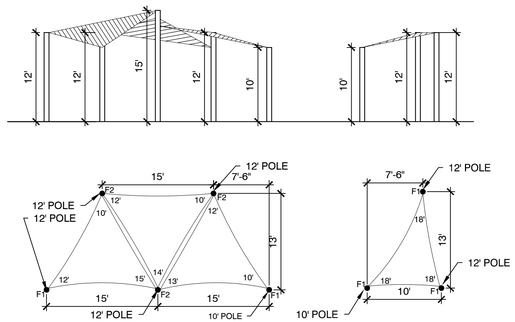
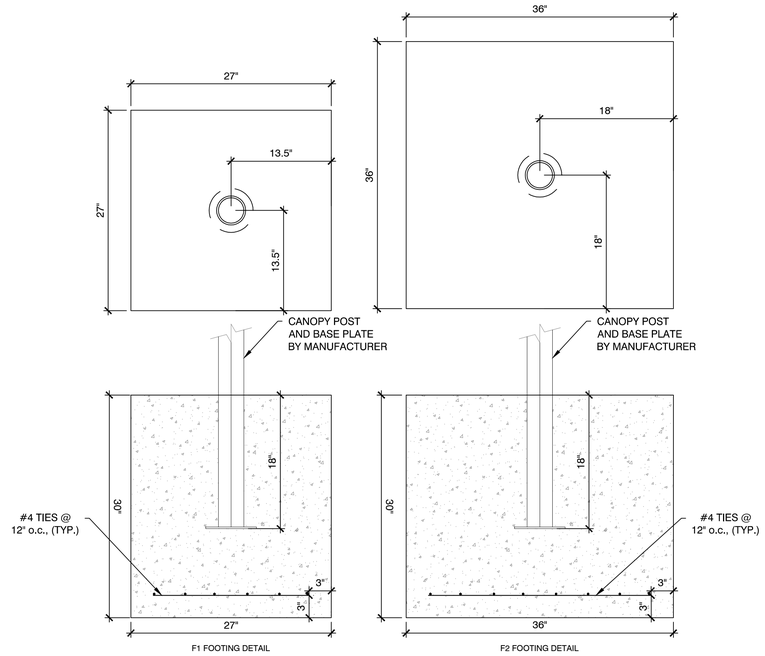


SHADE SHELTER 4
NAVY YARD PARK

SHADE SHELTER 5
NAVY YARD PARK

1 SHADE SHELTERS

SCALE: NTS

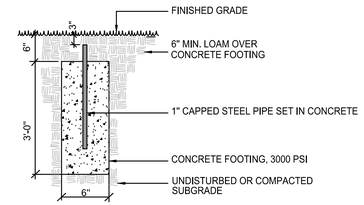


F1 FOOTING DETAIL

F2 FOOTING DETAIL

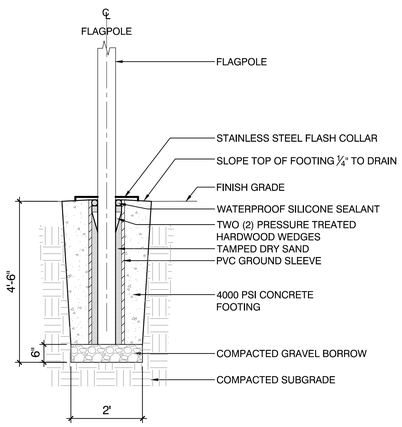
2 SHADE SHELTER FOOTING

SCALE: NTS



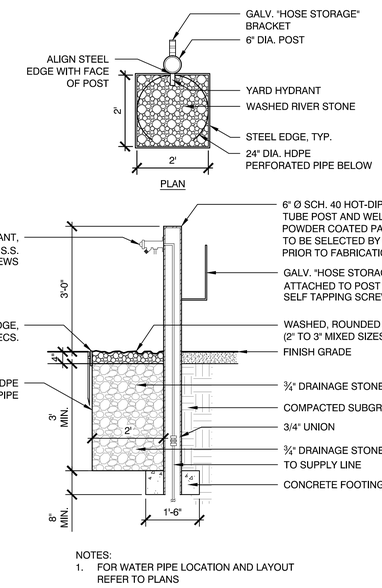
4 FIELD MARKER PIN

SCALE: N.T.S.



3 FLAG POLE FOOTING

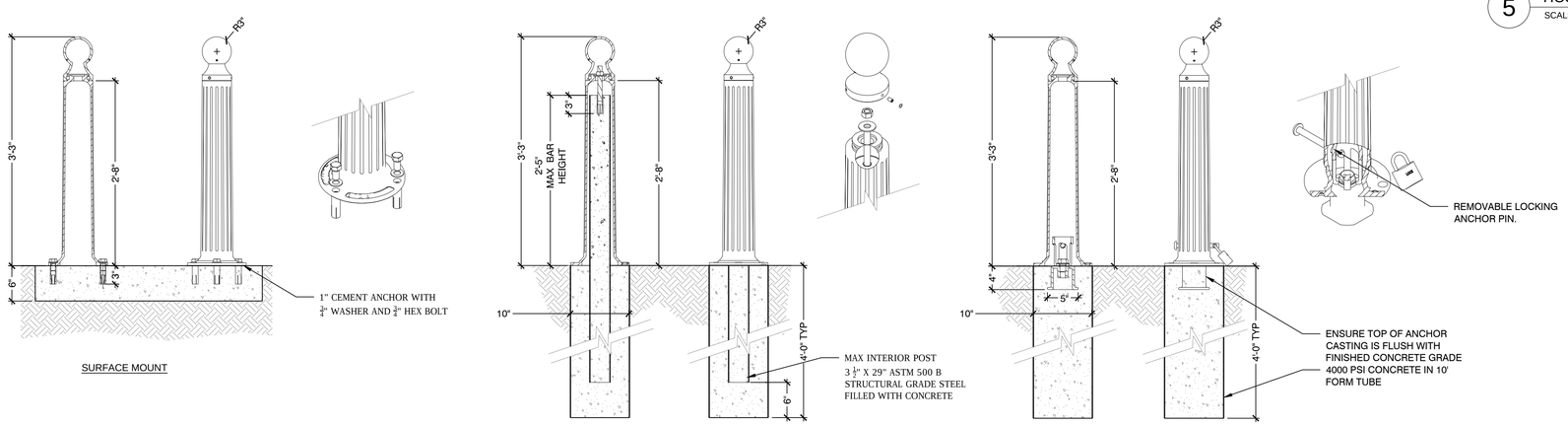
SCALE: N.T.S.



NOTES:
1. FOR WATER PIPE LOCATION AND LAYOUT REFER TO PLANS

5 HOSE BIB

SCALE: NTS



6 BOLLARD - 3 TYPES

SCALE: NTS

Project:

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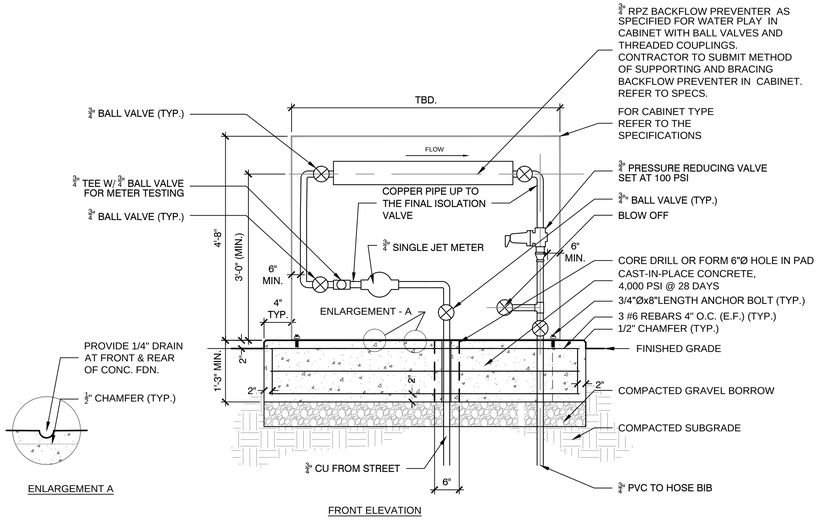
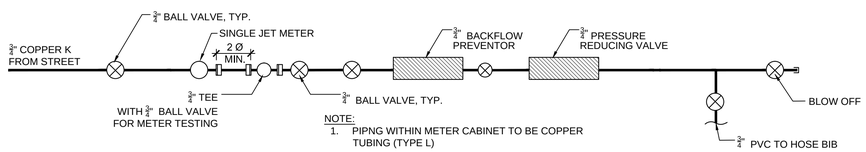


ENLARGEMENT A

FRONT ELEVATION



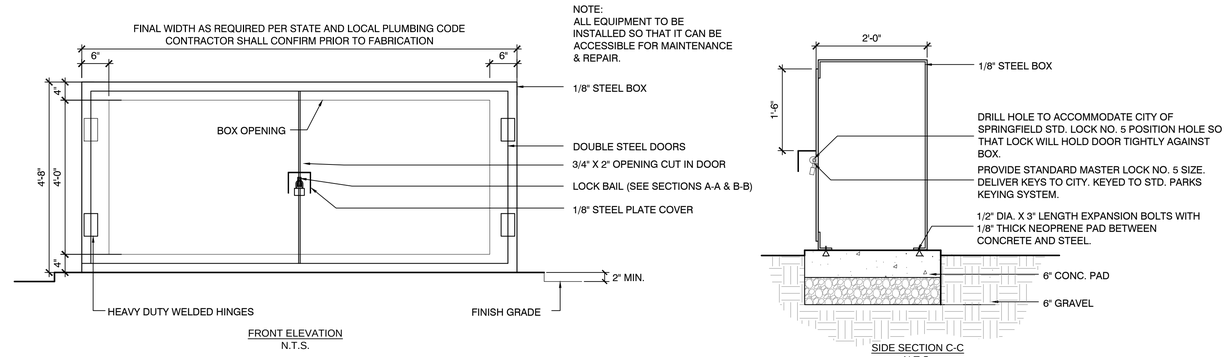
NOTE:
1. PIPNG WITHIN METER CABINET TO BE COPPER TUBING (TYPE L)

SCHEMATIC LINE DIAGRAM OF PIPING WITHIN CABINET

NOTE:
1. INSTALL A BRASS BLOWOFF FITTING AND VALVE AS SHOWN TO WINTERIZE THE SYSTEM.
2. THE BACKFLOW PREVENTER SHALL BE INSTALLED WITH UNIONS, HANGERS, SUPPORTS AND ALL OTHER APPROPRIATE FITTINGS, IN ORDER TO EASILY REMOVE THE DEVICE FOR SERVICE AND TO MEET ALL APPLICABLE PLUMBING CODES.
3. BACKFLOW PREVENTERS SHALL BE INSTALLED A MINIMUM 6" FROM THE WALLS OF THE CABINET AND 12" FROM TOP OF CABINET.
4. CONFIRM LAYOUT AND ALIGNMENT REQUIREMENTS FOR ALL PIPING, FITTINGS, VALVES, AND BACKFLOW PREVENTERS WITH CITY OF SPRINGFIELD PLUMBING INSPECTOR AND SPRINGFIELD WATER DISTRICT PRIOR TO INSTALLATION.
5. ALL VALVES TO BE LEAD FREE. GATE VALVES TO BE NON-RISING STEM.

1 BACKFLOW PREVENTER AND WATER CONNECTION IN CABINET

SCALE: NTS



FRONT ELEVATION
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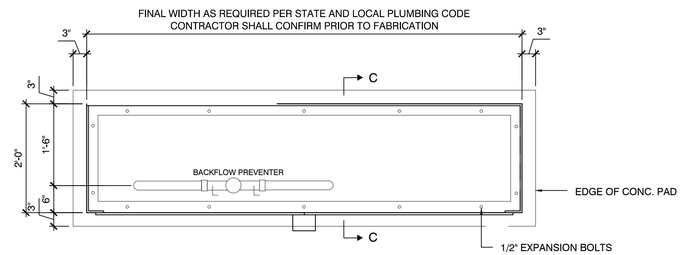
SIDE SECTION C-C
N.T.S.



PLAN
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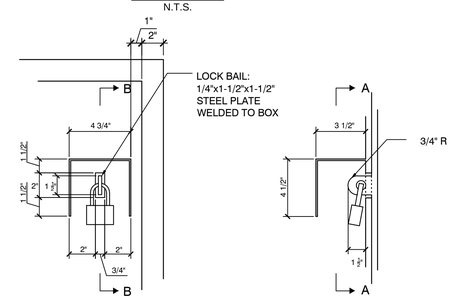
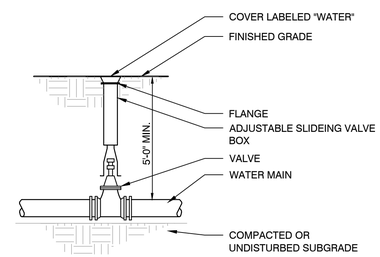


SECTION A-A
N.T.S.

SECTION B-B
N.T.S.

2 WATER CABINET

SCALE: NTS



3 WATER VALVE AND BOX DETAIL

SCALE: NTS

TABLE 1

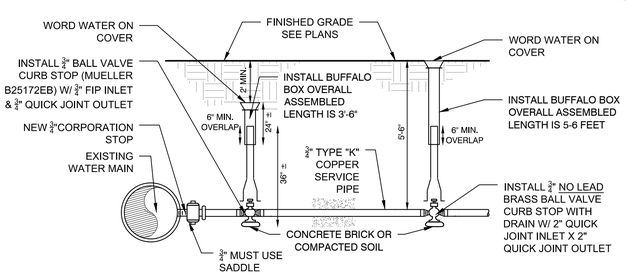
REQUIRED LENGTH OF RESTRAINED JOINTS FROM FITTINGS (FEET)

PIPE SIZE	90° BEND	45° BEND OR WYE BRANCH	22 1/2° BEND	11 1/4° BEND	PLUG, CAP OR IN-LINE VALVE	TEE (BRANCH)
6"	25 (30.5)	10.5 (12.5)	5 (6)	2.5 (3)	43 (64)	34 (51)
8"	33 (40)	13.5 (16.5)	6.5 (8)	3 (4)	55 (82)	47 (70)
10"	40 (48.5)	16.5 (20)	8 (9.5)	4 (5)	67 (100)	58 (87)
12"	47 (56.5)	19.5 (23.5)	9.5 (11.5)	4.5 (5.5)	79 (118)	70 (105)
16"	59.5 (72)	24.5 (30)	12 (14.5)	6 (7)	101 (152)	92 (139)
20"	72 (86.5)	30 (36)	14.5 (17)	7 (8.5)	123 (184)	114 (171)
24"	84 (100)	35 (41)	16.5 (20)	8 (10)	144 (216)	134 (202)
30"	100 (120)	41 (50)	20 (24)	10 (12)	174 (261)	165 (247)

NOTES:
1. RESTRAINED LENGTHS LISTED IN PARENTHESES ARE FOR PIPE WRAPPED IN POLYETHYLENE. THE OTHER ASSOCIATED LENGTHS ARE FOR PLAIN UNWRAPPED DUCTILE IRON PIPE.
2. THE CONTRACTOR SHALL USE THIS TABLE IN CONJUNCTION WITH THE APPROPRIATE PIPE SPECIFICATION SECTION.

4 WATER - RESTRAINED JOINTS TABLE

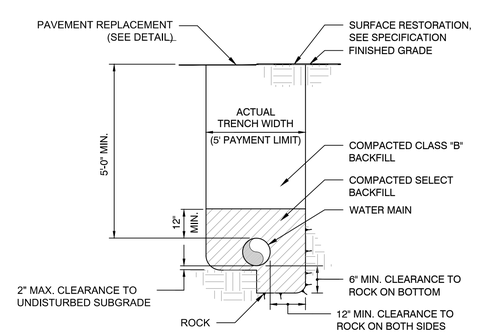
SCALE: NTS



NOTES:
1. ALL BRASS MUST BE LEAD FREE. ALL MUELLER PART NUMBERS REFERENCED IN THIS DRAWING MAY BE USED, FOR ADDITIONAL APPROVED MANUFACTURERS SEE THE SPECIFICATIONS.
2. BLOCKING UNDER ALL FITTINGS.
3. ALL PIPE OR AWWA/CC THREADED JOINTS TO BE SEALED WITH TEFLON PIPE JOINT SEAL TAPE (PTFE). QUICK TYPE COMPRESSION JOINTS ARE NOT SEALED WITH TEFLON TAPE.
4. THE CORPORATION AT THE WATER MAIN IS FOR EMERGENCY USE AND THE BOX WILL BE BURIED 2-FEET BELOW FINISHED GRADE.
5. A SECOND OPERATIONAL CURB STOP SHALL BE INSTALLED AT FINISHED GRADE.
6. BOTH CURB BOXES SHALL BE MEASURED FOR LOCATION TIES. A MINIMUM OF (3) TIES FOR EACH BOX.

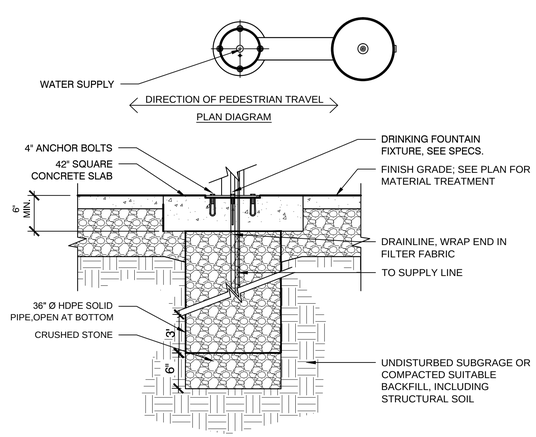
5 WATER SERVICE DETAIL

SCALE: NTS



6 WATER MAIN TRENCH DETAIL

SCALE: NTS



7 DRINKING FOUNTAIN

SCALE: NTS

Project:

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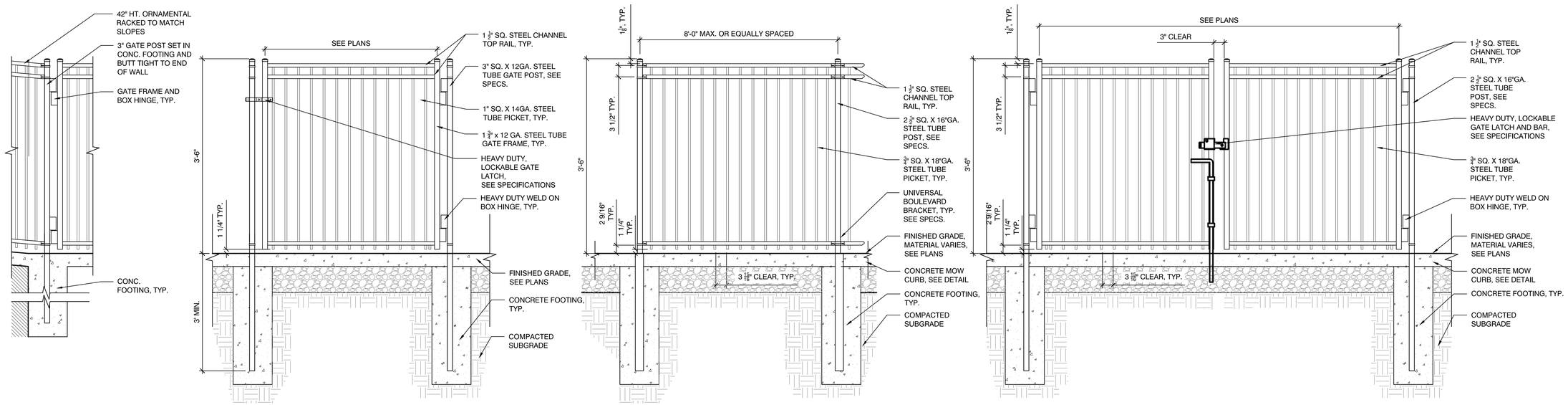
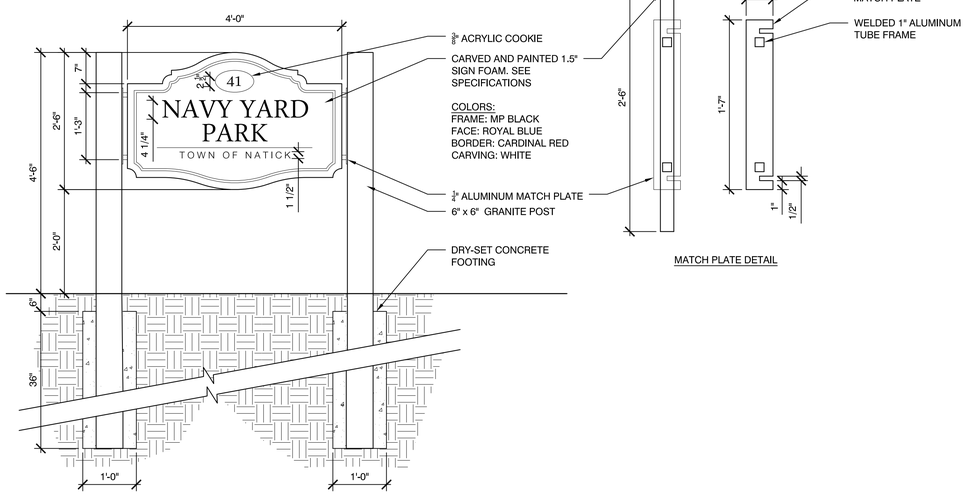


1 ORNAMENTAL FENCE AND GATE

SCALE: NTS



2 PARK SIGNAGE

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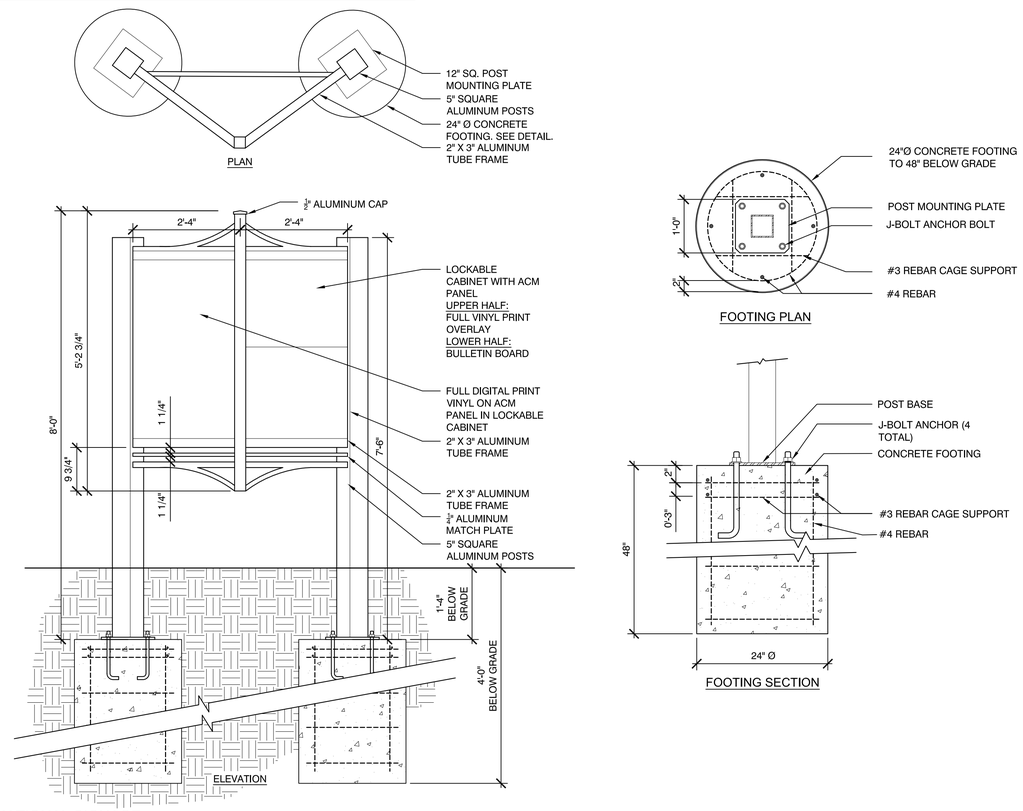

3 INFORMATIONAL SIGNAGE

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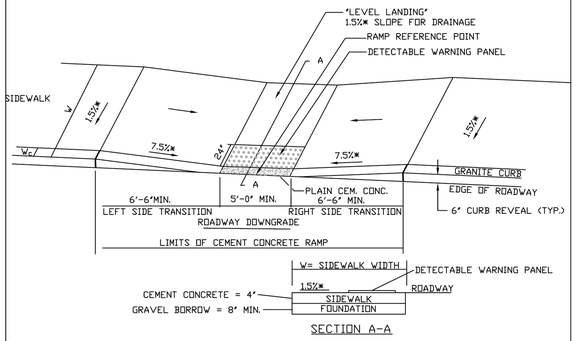
WHEELCHAIR RAMPS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE CURRENT REGULATIONS OF THE ARCHITECTURAL ACCESS BOARD, THE AMERICANS WITH DISABILITIES ACT AND THE CURRENT MASSHIGHWAY CONSTRUCTION STANDARDS.



WHEELCHAIR RAMP TYPE A

NOT TO SCALE

LEGEND:

HSL = HIGH SIDE TRANSITION LENGTH

W = SIDEWALK WIDTH

W_c = CURB WIDTH

* = TOLERANCE FOR CONSTRUCTION ±0.5%

USABLE SIDEWALK WIDTH PER AAB$_c$= W-W

USABLE SIDEWALK WIDTH PER AAB IS NOT TO BE LESS THAN 4'-0"

SEE M/E 107.6.5R FOR DETAILS OF DETECTABLE WARNING PANEL

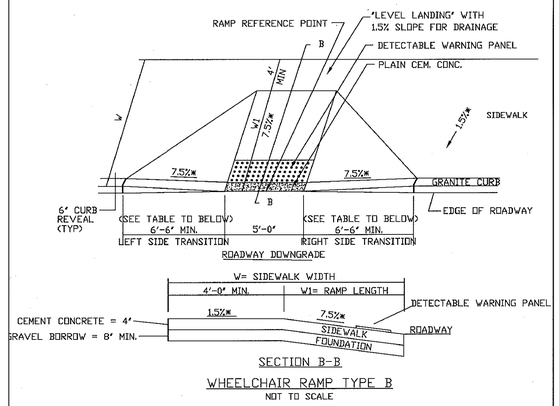
TOWN OF NATICK, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION

75 WEST STREET NATICK, MA 01760

Detail Number:	Detail Name:	Date Last Updated:
R-2.1	Wheelchair Ramp Type A	03/01/2016

WHEELCHAIR RAMPS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE CURRENT REGULATIONS OF THE ARCHITECTURAL ACCESS BOARD, THE AMERICANS WITH DISABILITIES ACT AND THE CURRENT MASSHIGHWAY CONSTRUCTION STANDARDS.



WHEELCHAIR RAMP TYPE B

NOT TO SCALE

LEGEND:

HSL = HIGH SIDE TRANSITION LENGTH

W = SIDEWALK WIDTH

W1 = PERPENDICULAR RAMP LENGTH

* = TOLERANCE FOR CONSTRUCTION ±0.5%

USABLE SIDEWALK WIDTH PER AAB IS NOT TO BE LESS THAN 4'-0"

SEE M/E 107.6.5R FOR DETAILS OF DETECTABLE WARNING PANEL

TOWN OF NATICK, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION

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Detail Number:	Detail Name:	Date Last Updated:
R-2.2	Wheelchair Ramp Type B	03/01/2016

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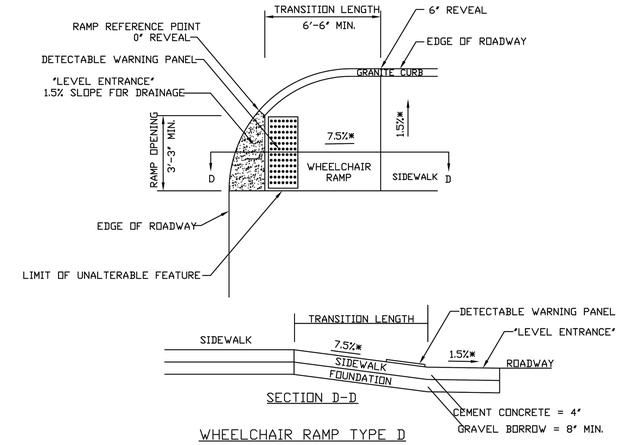


WHEELCHAIR RAMP TYPE D

NOT TO SCALE

LEGEND:

HSL = HIGH SIDE TRANSITION LENGTH

W = SIDEWALK WIDTH

W1 = PERPENDICULAR RAMP LENGTH

* = TOLERANCE FOR CONSTRUCTION ±0.5%

USABLE SIDEWALK WIDTH PER AAB IS NOT TO BE LESS THAN 4'-0"

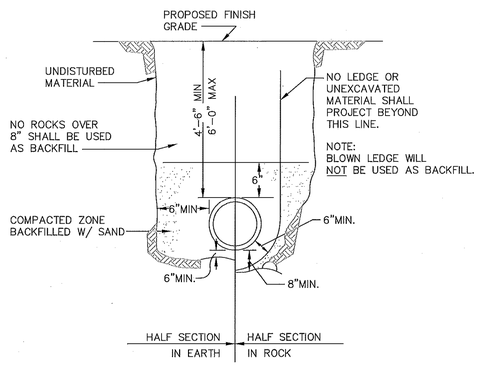
SEE M/E 107.6.5R FOR DETAILS OF DETECTABLE WARNING PANEL

TOWN OF NATICK, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION

75 WEST STREET NATICK, MA 01760

Detail Number:	Detail Name:	Date Last Updated:
R-2.4	Wheelchair Ramp Type D	03/01/2016



WATER MAIN TRENCH DETAIL

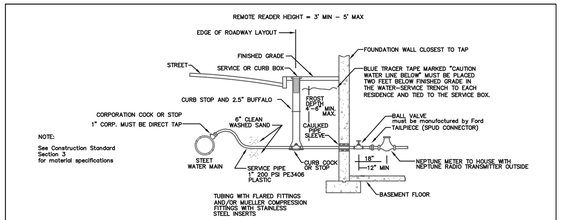
NOT TO SCALE

TOWN OF NATICK, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION

75 WEST STREET NATICK, MA 01760

Detail Number:	Detail Name:	Date Last Updated:
W-3.0	Water Main Trench Detail	03/01/2016



TYPICAL WATER SERVICE CONNECTION

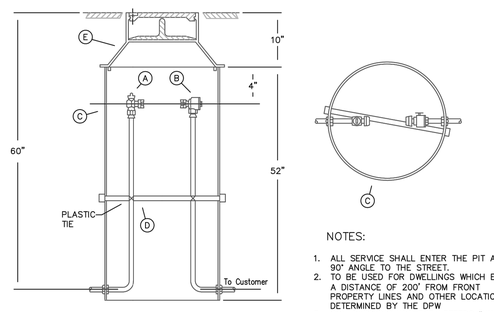
NOT TO SCALE

TOWN OF NATICK, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION

75 WEST STREET NATICK, MA 01760

Detail Number:	Detail Name:	Date Last Updated:
W-1.0	Typical Water Connection for 1" Service	03/01/2016



ITEM	DESCRIPTION	
A	ANGLE BALL VALVE	
B	DUAL ANGLE CHECK VALVE	
C	20" I.D. PVC PIPE	
D	1/2" PVC SUPPORT & CAPS	
E	METER BOX COVER & LID	

NOTES:

1. ALL SERVICE SHALL ENTER THE PIT AT A 90° ANGLE TO THE STREET.
2. TO BE USED FOR DWELLINGS WHICH EXCEED A DISTANCE OF 200' FROM FRONT PROPERTY LINES AND OTHER LOCATIONS DETERMINED BY THE DPW
3. COVER TO INCLUDE THE LETTERS "WATER"
4. SEE CONSTRUCTION STANDARDS SECTION 3 FOR ADDITIONAL INFORMATION

METER PIT SPECIFICATIONS

NOT TO SCALE

TOWN OF NATICK, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION

75 WEST STREET NATICK, MA 01760

Detail Number:	Detail Name:	Date Last Updated:
W-8.0	Meter Pit	03/01/2016

Last Modified – 04/26/2016

C. Push-on type joints are recommended on straight runs of pipe. Gaskets must be standard for pipe used and be acceptable to the DPW. Mechanical joint restraints shall be used for valves, bends, hydrants and piping sections less than 50 feet. Wedge style restraint gaskets for push-on joints each side of fitting and valves shall be installed per the following table:

Fittings	Restrained Length (ft)
8" 90°	31
8" 60°	18
8" 45°	13
8" 30°	8
8" 22.5°	6
8" 11.25°	3
8" Valve	50
8" Cap	50
8" Reducer	34
Source: DIPRA	

D. Push-on pipe gaskets shall be clean and thoroughly coated with lubricant supplied by the manufacturer during installation.

3.5.2.1 Pressure Tests

A. All pressure testing shall be performed by a qualified third party approved by the DPW. All pressure testing must be in conformance to a written plan submitted to, and approved by, the DPW.

B. The pipelines shall be tested (in sections if required by the DPW) for strength and for leakage at a pressure of 200 pounds per square inch. In certain circumstances, the DPW may require higher pressure tests. The tests for leakage shall last for two hours although the DPW may allow a one hour test subject to advanced approval. No more than 2,000 feet of water main shall be tested in a single test.

C. The additional water needed to maintain the required pressure shall be accurately measured in a manner approved by the DPW. The container shall be clearly labeled with its capacity in gallons. Allowable leakage amounts will be determined by the AWWA standards for pressure testing Ductile Iron pipe (AWWA C600 latest revision).

III-9

Project:

TOWN OF NATICK, MA

PLANS FOR THE IMPROVEMENTS TO

NAVY YARD PARK

41 WASHINGTON AVE
NATICK, MA 01340

Weston & Sampson

427 Main Street, Suite 400, Worcester, MA
(508) 698-3034 (800) Sampson
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Consultants:

Revisions:

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Drawn By:	EJA, MBE, MRJ
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Approved By:	MSM
W&S Project No:	2160827
W&S File No:	

Drawing Title:

TOWN STANDARD SITE CONSTRUCTION DETAILS

Sheet Number:

L7.09

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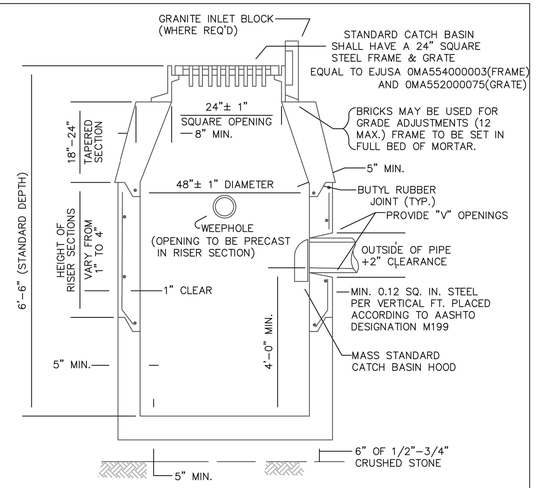


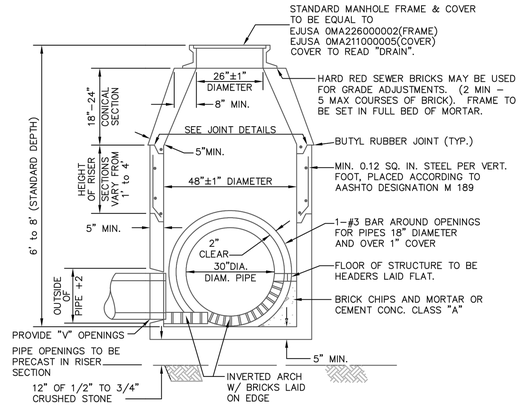
NOTE: NO BELL ENDS IN CATCH BASIN. CONNECTIONS TO BE TIGHTLY SEALED WITH MORTAR.

PRECAST CONCRETE CATCH BASIN DETAILS

NOT TO SCALE

TOWN OF NATICK, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
75 WEST STREET NATICK, MA 01760

Detail Number:	Detail Name:	Date Last Updated:
D–1.0	Single Grate Catch Basin	03/01/2016

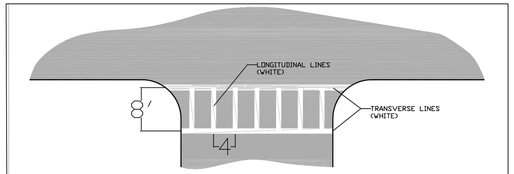


PRECAST CONCRETE MANHOLE DETAILS

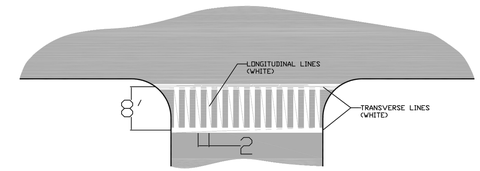
NOT TO SCALE

TOWN OF NATICK, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
75 WEST STREET NATICK, MA 01760

Detail Number:	Detail Name:	Date Last Updated:
D–2.0	Drain Manhole (Precast)	03/01/2016



THERMOPLASTIC PAINT PAVEMENT MARKING



FAST DRYING WATER-BORNE TRAFFIC PAINT PAVEMENT MARKING

NOTES:

1. CROSSWALK MARKINGS SHALL CONSIST OF SOLID WHITE (AS INDICATED) LINES (BOTH TRANSVERSE AND LONGITUDINAL) 12 INCHES IN WIDTH.
2. CROSSWALKS SHALL BE 8 FEET WIDE.
3. LONGITUDINAL LINES SHALL BE SPACED 48" APART ON CENTER FOR NEW ROADWAYS, 24" APART ON CENTER FOR EXISTING ROADWAYS.
4. CROSSWALK LINES SHALL EXTEND ACROSS THE FULL WIDTH OF PAVEMENT OR TO THE EDGE OF THE INTERSECTING CROSSWALK.
5. CROSSWALKS SHALL BE MARKED AT ALL INTERSECTIONS WHERE THERE IS SUBSTANTIAL CONFLICT BETWEEN VEHICULAR AND PEDESTRIAN MOVEMENT.
6. CROSSWALK MARKINGS FOR NEW ROADWAYS SHALL BE INSTALLED USING THERMOPLASTIC PAVING MARKING MATERIAL TO MEET MHD SPECIFICATIONS M07.01.03.(WHITE) .
7. CROSSWALK MARKINGS FOR EXISTING ROADWAYS SHALL BE INSTALLED USING FAST DRYING WATER-BORNE TRAFFIC PAINT PAVING MARKING MATERIAL TO MEET MHD SPECIFICATIONS M07.01.23 (WHITE) .

TOWN OF NATICK, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
75 WEST STREET NATICK, MA 01760

Detail Number:	Detail Name:	Date Last Updated:
R–4.0	Cross Walk	03/01/2016

Project:

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W&S File No:	

Drawing Title:

TOWN STANDARD SITE CONSTRUCTION DETAILS

Sheet Number:

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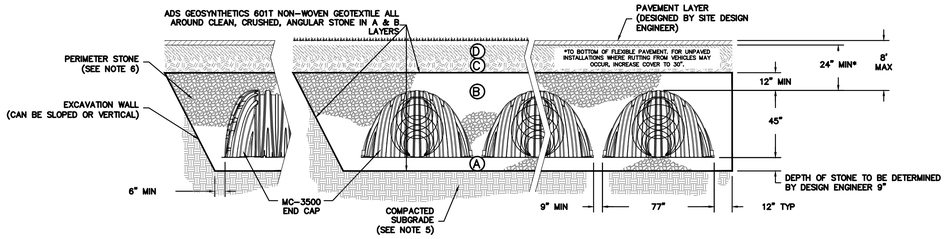
ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

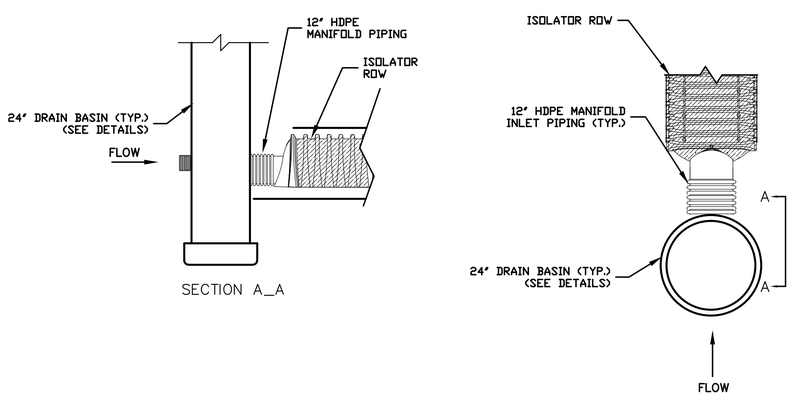
	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4-2 INCH	AASHTO M43[1] 3, 4	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4-2 INCH	AASHTO M43[1] 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. [2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



NOTES:

1. MC-3500 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
4. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
5. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
6. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
7. MC-3500 CHAMBER UNIT SHALL BE WRAPPED WITH A LINER AND PROVIDED WITH PERIMETER UNDERDRAINS IF GROUND WATER IS ENCOUNTERED.



2 MANHOLE AND MANIFOLD PIPING DETAILS
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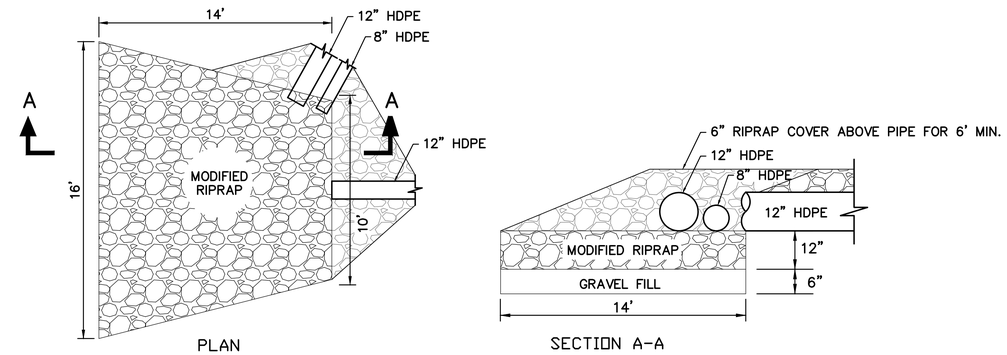
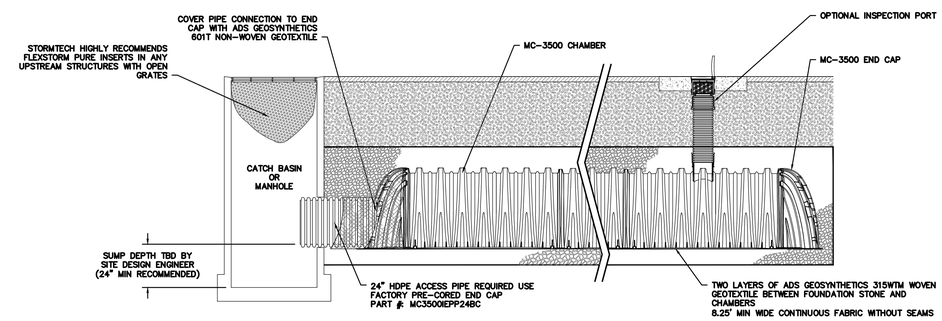


1 MODIFIED RIPRAP SPLASH PAD
SCALE: N.T.S.



MC-3500 ISOLATOR ROW DETAIL
NTS

INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

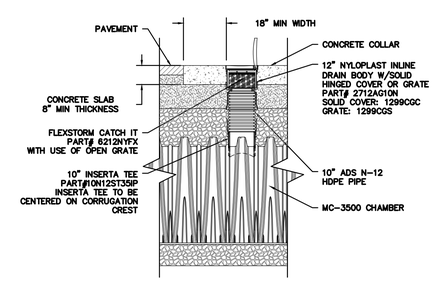
STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45" OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.



MC-3500 INSPECTION PORT DETAIL
NTS

Project:
TOWN OF NATICK, MA
PLANS FOR THE IMPROVEMENTS TO
EAST PARK
84/90 OAK ST
NATICK, MA 01340

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DRAINAGE DETAILS

Sheet Number:
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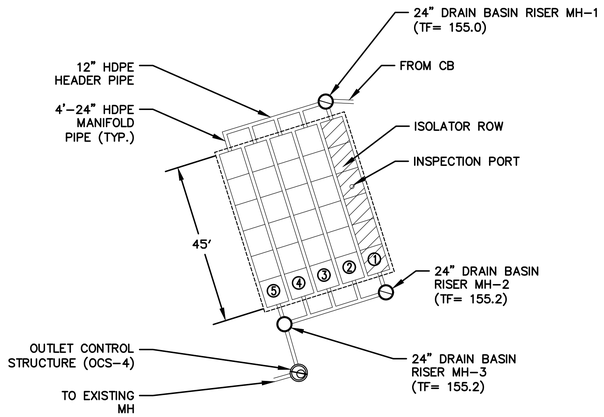
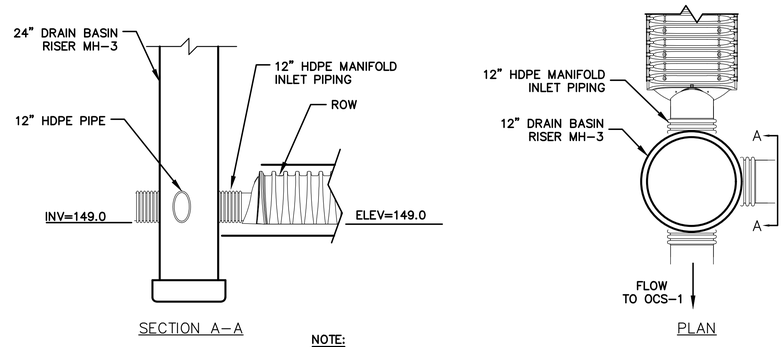
STORMTECH
CHAMBER SCHEDULE

ROW #	NUMBER OF CHAMBERS PER ROW
1	6
2	6
3	6
4	6
5	6
TOTAL=	30



SUBGRADE DETENTION SYSTEM SCHEMATIC 4

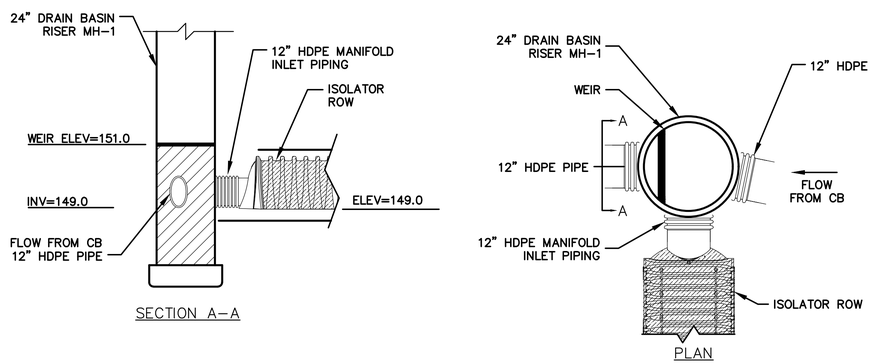
N.T.S.



NOTE:
CONTRACTOR TO USE PRECAST CONCRETE MANHOLE.

MANHOLE (24" DRAIN BASIN RISER MH-3) AND MANIFOLD PIPING DETAILS

N.T.S



MANHOLE (24" DRAIN BASIN RISER MH-1) AND MANIFOLD PIPING DETAILS

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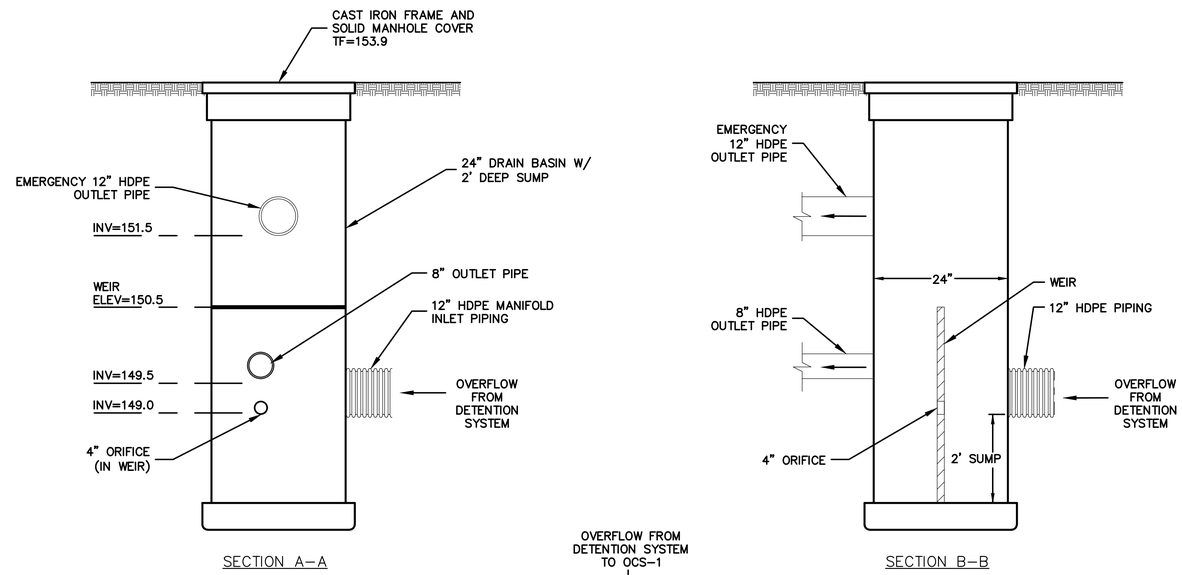
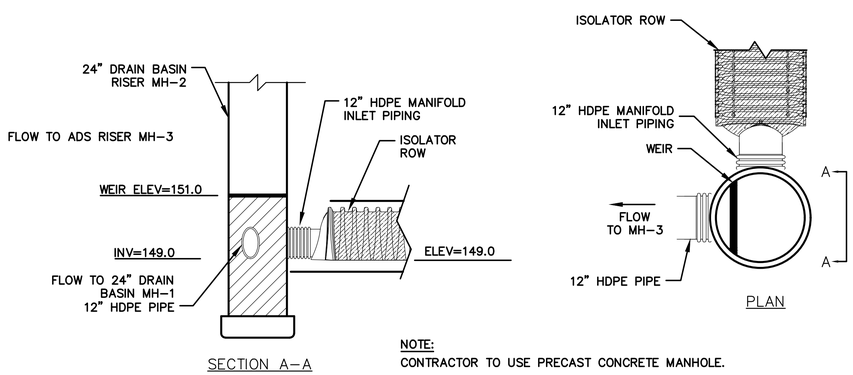
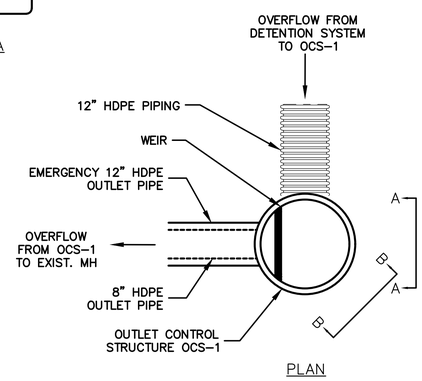




NOTE:
CONTRACTOR TO USE PRECAST CONCRETE MANHOLE.

MANHOLE (24" DRAIN BASIN RISER MH-2) AND MANIFOLD PIPING DETAILS

N.T.S



OUTLET CONTROL STRUCTURE (OCS-4) AND PIPING DETAIL

N.T.S

Project:

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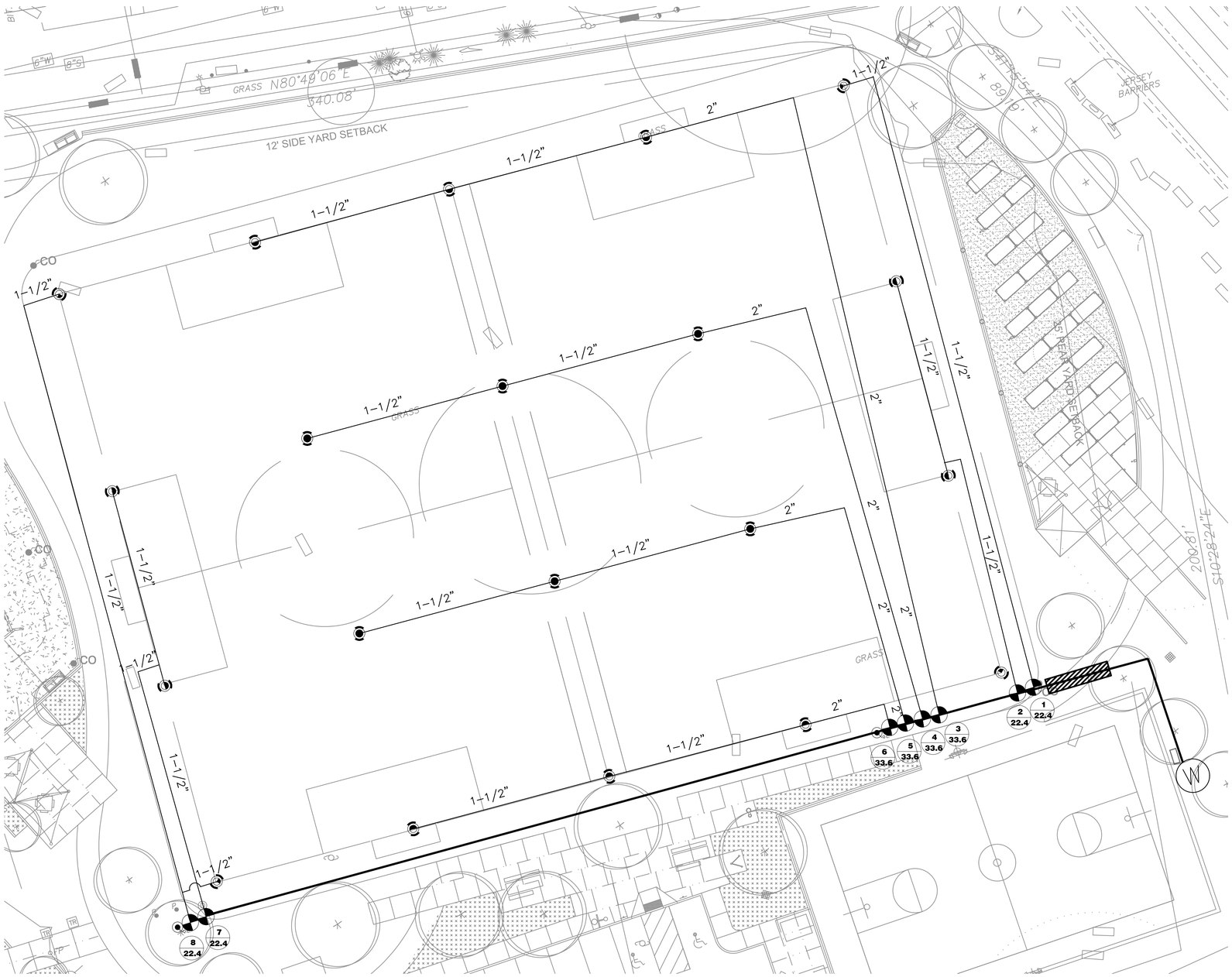

LEGEND

Irrigation Pipe Table

Symbol	Pipe
1-1/2"	1-1/2" 200 PSI SDR 21 PVC PIPE, LATERALS
2"	2" 200 PSI SDR 21 PVC PIPE, LATERALS
	2" 200 PSI SDR 21 PVC PIPE, MAIN LINE
	4" 200 PSI SDR 21 PVC PIPE, SLEEVES

Irrigation Equipment Table

Symbol	Equipment
	HUNTER ICV-151G 1-1/2" ZONE VALVE
QCC	QUICK COUPLER VALVE
W	WELL(SEE SPEC)
	CONTROLLER, SEE SPECIFICATIONS

Irrigation Heads Table

Symbol	Sprinkler Heads
	HUNTER I-25-04-SS-13 ROTORS

GENERAL NOTES - IRRIGATION

IRRIGATION DRAWINGS ARE DIAGRAMMATIC. ALL IRRIGATION EQUIPMENT PLACED IN THE FIELD WILL BE APPROVED BY THE OWNER OR ITS REPRESENTITIVE.
CONTRACTOR RESPONSIBLE FOR VERIFICATION OF EQUIPMENT QUANITY.
DUE TO THE SCALE, ACCURACY OR CONDITION OF SITE PLANS, CONTRACTOR WILL MODIFY PATTERN TO GUARANTEE 100% COVERAGE OF INDICATED AREAS IN CASES WHERE SITE DIMENSIONS CONFLICT WITH DRAWING.
ALL LATERAL PIPE WILL BE AS MARKED.

ALL MAINLINE WILL BE AS MARKED.

ALL SIDEWALK CROSSINGS TO BE SLEEVED.

BACKFLOW AS PER LOCAL CODES.

FLOW RATE IS 44.8 GPM @ 80 PSI

0 15 30 45
SCALE

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Consultants:

CENTRAL TURF & IRRIGATION SUPPLY

DESIGN SERVICES
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E-MAIL: DESIGN@CENTRALTIS.COM

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IRRIGATION PLAN

Sheet Number:

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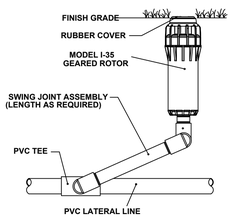
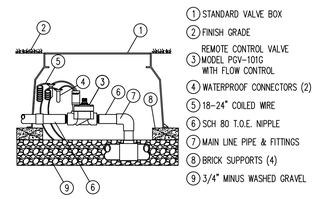


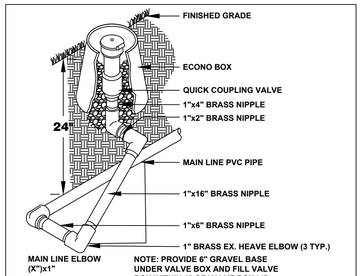
Hunter I-25 GEAR DRIVE

SCALE: N.T.S. Hunter IRRIGATION DETAIL



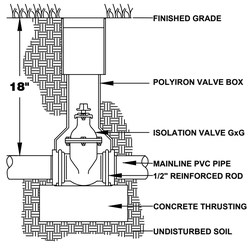
ZONE VALVE

SCALE: N.T.S. IRRIGATION DETAIL



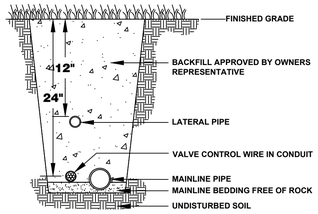
QUICK COUPLING VALVE-PVC

NOT TO SCALE



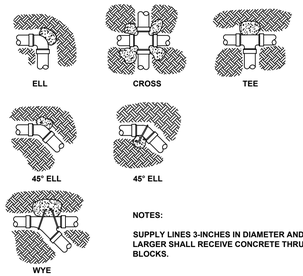
MAIN LINE ISOLATION VALVE-PVC

NOT TO SCALE



TRENCH WITH CONDUIT

NOT TO SCALE



NOTES:

SUPPLY LINES 3-INCHES IN DIAMETER AND LARGER SHALL RECEIVE CONCRETE THRUST BLOCKS.

THRUST BLOCK DETAILS

NOT TO SCALE

GENERAL NOTES - IRRIGATION

IRRIGATION DRAWINGS ARE DIAGRAMMATIC. ALL IRRIGATION EQUIPMENT PLACED IN THE FIELD WILL BE APPROVED BY THE OWNER OR ITS REPRESENTITIVE.
CONTRACTOR RESPONSIBLE FOR VERIFICATION OF EQUIPMENT QUANITY.
DUE TO THE SCALE, ACCURACY OR CONDITION OF SITE PLANS, CONTRACTOR WILL MODIFY PATTERN TO GUARANTEE 100% COVERAGE OF INDICATED AREAS IN CASES WHERE SITE DIMENSIONS CONFLICT WITH DRAWING.
ALL LATERAL PIPE WILL BE AS MARKED.

ALL MAINLINE WILL BE AS MARKED.

ALL SIDEWALK CROSSINGS TO BE SLEEVED.

BACKFLOW AS PER LOCAL CODES.

FLOW RATE IS 44.8 GPM @ 80 PSI

GENERAL IRRIGATION NOTES

1. THE IRRIGATION CONTRACTOR SHALL BECOME THOROUGHLY FAMILIAR WITH THE SPECIFICATIONS FOR THIS AND RELATED WORK PRIOR CONSTRUCTION.

2. SPRINKLER SYSTEM DESIGN IS BASED ON MINIMUM OPERATING PRESSURE AND MAXIMUM FLOW DEMAND SHOWN ON IRRIGATION DRAWINGS. VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION.

3.THIS DESIGN IS DIAGRAMMATIC. PIPING, VALVES, ETC. MAY BE SHOWN WITHIN PAVED AREAS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN LANDSCAPED AREAS. AVOID CONFLICTS BETWEEN IRRIGATION SYSTEM, PLANTING AND ARCHITECTURAL FEATURES.

4.NO VALVE BOXES SHALL BE PLACED WITHIN PEDESTRIAN AREAS. EXACT CLEAR DISTANCE REQUIRED FROM ACTIVE AREAS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. DO NOT PLACE VALVE BOXES IN LOW AREAS.

5. DO NOT WILLFULLY INSTALL IRRIGATION SYSTEM AS INDICATED ON DRAWINGS WHEN IT IS OBVIOUS IN FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES IN AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED DURING DESIGN. BRING SUCH OBSTRUCTIONS OR DIFFERENCES TO THE ATTENTION OF OWNER'S AUTHORIZED REPRESENTIVE. IN EVENT THIS NOTIFICATION IS NOT PERFORMED, CONTRACTOR ASSUMES RESPONSIBILITY FOR REVISIONS.

6. INSTALL PIPE MATERIALS AND EQUIPMENT AS SHOWN IN DETAILS.

8. THE IRRIGATION CONTRACTOR SHALL TURN OVER TO THE OWNER: TWO OF EACH OF ALL OPERATING KEYS AND SERVICING TOOLS NEEDED FOR COMPLETE ACCESS, ADJUSTMENT, AND REPAIR OF ALL IRRIGATION SYSTEM COMPONENTS. THIS INCLUDES SPECIALIZED TOOLS REQUIRED FOR COMPLETE DISASSEMBLY OF EACH SPRINKLER AND VALVE.

SPRINKLER NOTES

1.INSTALL POP-UP TYPE SPRINKLER HEADS INSTLALLED IN PLANTING AREAS SO THAT TOP OF SPRINKLER HEAD IS AT LEAST $\frac{1}{4}$" LOWER THAN ADJACENT SIDEWALK OR CURB.

2.SET SPRINKLER HEADS FLUSH WITH AND PERPENDICULAR TO FINISH GRADE OF AREA TO BE IRRIGATED UNLESS OTHERWISE INDICATED ON DRAWINGS.

3.WHEN VERTICAL OBSTRUCTIONS (FIRE HYDRANTS, TREES, LIGHTS, ETC.) INTERFERE WITH SPRAY PATTERN OF SPRINKLERS HEADS SO AS TO PREVENT PROPER COVERAGE, ADJUST SPRINKLER SYSTEM BY INSTALLING A SPRINKLER HEAD ON EACH SIDE OF OBSTRUCTION AND ADJUST ARC SO AS TO PROVIDE PROPER COVERAGE. PERFORM ADJUSTMENTS AT NO COST TO OWNERS AUTHORIZED REPRESENTATIVE.

4.FLUSH AND ADJUST SPRINKLERS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVER SPRAY ONTO WALKS, ROADWAYS, AND BUILDINGS. THIS INCLUDES SELECTING THE BEST DEGREE OF ARC TO FIT SITE CONDITIONS AND TO THROTTLE FLOW CONTROL AT EACH VALVE TO OBTAIN OPTIMUM PRESSURE FOR EACH SYSTEM. DO NOT ADJUST ROTOR HEADS TO LESS THAN MAXIMUM THROW UNLESS SUCH ADJUSTMENT IS NEEDED TO AVOID OVERSPRAY ONTO BUILDINGS OR HARDSCAPE.

5. INSTALL SPRINKLERS AS SHOWN ON DETAILS.

0 15 30 45

SCALE

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IRRIGATION DETAILS

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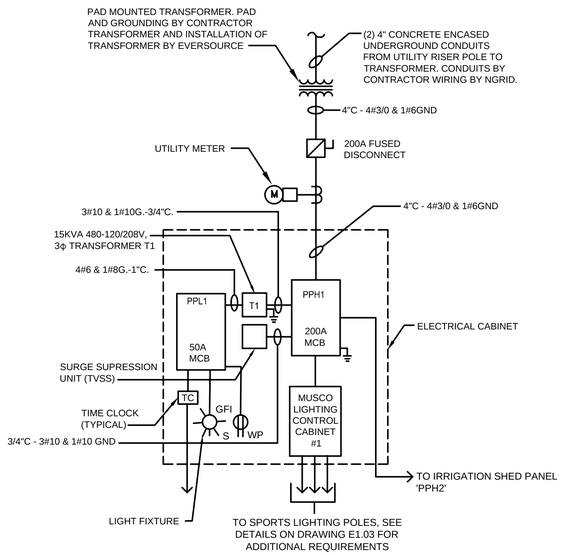
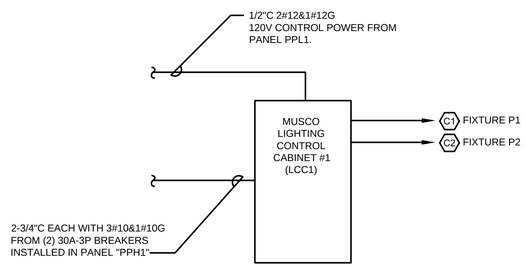


2 TYPICAL ONE LINE DIAGRAM

SCALE: N.T.S.



NOTES:

1. TYPICAL FOR CONTACTORS C1 AND C2, CONTRACTOR SHALL RUN CONDUIT AND WIRING AS INDICATED IN SCHEUDLE FROM EACH CONTACTOR TO DESIGNATED LIGHTING POLE. CONTRACTOR SHALL RUN CONDUIT TO 10'-0" AFG FOR CONNECTION TO POLE MOUNTED LIGHTING CONNECTION BOX.

4 SPORTS LIGHTING CONTROL CABINET #1 (LCC1) DIAGRAM

SCALE: N.T.S.

GENERAL ELECTRICAL NOTES :

1. DRAWINGS ARE DIAGRAMMATIC ONLY. THE EXACT LOCATION, MOUNTING HEIGHTS, SIZE OF EQUIPMENT AND ROUTING OF RACEWAYS SHALL BE COORDINATED AND DETERMINED IN THE FIELD.
2. WORK SHALL CONFORM TO THE MASSACHUSETTS ELECTRICAL CODE AND MASSACHUSETTS BUILDING CODE AND REQUIREMENTS OF LOCAL AUTHORITIES HAVING JURISDICTION.
3. THE WORD "CONTRACTOR" AS USED IN THE "ELECTRICAL WORK" SHALL MEAN THE ELECTRICAL SUBCONTRACTOR.
4. CONTRACTOR SHALL PAY FOR ALL PERMITS, INSURANCE AND TESTS, AND SHALL PROVIDE LABOR AND MATERIAL TO COMPLETE THE ELECTRICAL WORK SHOWN.
5. CONTRACTOR SHALL PAY ELECTRIC UTILITY COMPANY BACKCHARGES AND PROVIDE COORDINATION WITH SAME.
6. EXCEPT AS OTHERWISE NOTED, THE ELECTRICAL WORK SHALL INCLUDE PANELBOARDS, CIRCUIT BREAKERS, FEEDERS, WIRING, RACEWAYS, LIGHTING FIXTURES, DEVICES, SAFETY SWITCHES, MOUNTING AND WIRING, TRANSFORMERS AND CONNECTIONS NECESSARY TO OPERATE ALL EQUIPMENT.
7. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY LIGHTING AND POWER AND PAY ALL ENERGY CHARGES.
8. DURING CONSTRUCTION, THE ELECTRICAL CONTRACTOR SHALL KEEP HIS PORTION OF THE WORK NEAT, CLEAN AND ORDERLY.
9. ALL SYSTEMS SHALL BE TESTED FOR SHORT CIRCUIT AND GROUNDS PRIOR TO ENERGIZING AND ANY DEFECTS SHALL BE CORRECTED.
10. ALL CUTTING AND PATCHING REQUIRED FOR ELECTRICAL WORK SHALL BE INCLUDED AS PART OF THIS SECTION.
11. COMPLETE SHOP DRAWINGS SHALL BE SUBMITTED FOR ELECTRICAL EQUIPMENT. WHERE SPECIFIED ELECTRICAL EQUIPMENT IS SUBSTITUTED, THE ELECTRICAL CONTRACTOR SHALL SUBMIT COMPLETE SPECIFICATIONS ON THE SUBSTITUTE AS WELL AS THE ITEM ORIGINALLY SPECIFIED.
12. MATERIALS SHALL BE SPECIFICATION GRADE AND UL LISTED.
13. WHERE MATERIAL IS CALLED OUT IN THE LEGEND BY MANUFACTURER, TYPE OR CATALOG NUMBER, SUCH DESIGNATIONS ARE TO ESTABLISH STANDARDS OR DESIRED QUALITY. ACCEPTANCE OR REJECTIONS OF PROPOSED SUBSTITUTIONS SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
14. WORK SHALL BE COORDINATED WITH THAT OF OTHER TRADES TO ELIMINATE INTERFERENCES.
15. ELECTRICAL WORK SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF WHICH SYSTEM IS PUT INTO SERVICE.
16. WORK SHALL BE GROUNDED IN ACCORDANCE WITH CODE REQUIREMENTS. COMPLETE EQUIPMENT (INSULATED GREEN WIRE) GROUNDING SYSTEM SHALL BE INSTALLED.
17. WIRE SHALL BE TYPE "THHN/THWN" INSULATED FOR 600 VOLTS, MINIMUM SIZE #12 AWG COPPER UNLESS SPECIFICALLY NOTED OTHERWISE.
18. WIRING METHODS:
    A. BELOW GRADE WIRING SHALL BE SCHEDULE 80 PVC.
19. PANELBOARDS SHALL BE DEAD FRONT, THERMAL MAGNETIC BOLT-ON CIRCUIT BREAKER TYPE, DESIGNED FOR SURFACE MOUNTING AS INDICATED ON PLAN, AND HAVING CONNECTIONS TO 277/480 VOLT, 3 PHASE, 4 WIRE SERVICE. ALL BUS BARS SHALL BE COPPER. CABINETS SHALL BE MADE OF CODE GAUGE GALVANIZED SHEET STEEL, WITH A MINIMUM OF 4 INCH GUTTERS, DOOR IN DOOR CONSTRUCTION, LOCKED DOOR, AND FLUSH HINGES. TYPEWRITTEN INDEX SHALL BE MOUNTED ON DOOR INSIDE TRANSPARENT COVER INDICATING LOAD SERVED. PANELS SHALL INCLUDE SEPARATE EQUIPMENT GROUND BUS.
20. CONDUIT RUNS AS SHOWN ON THE PLANS ARE DIAGRAMMATIC ONLY; EXACT LOCATION AND METHOD OF SUPPORT SHALL BE DETERMINED IN THE FIELD.
21. CONTRACTOR SHALL CHECK EXISTING CONDITIONS TO DETERMINE EXACT EXTENT OF WORK TO BE PERFORMED PRIOR TO BIDDING. DIMENSIONS RELEVANT TO EXISTING WORK SHALL BE VERIFIED IN THE FIELD.
22. PROVIDE AS-BUILT "CADD" DRAWINGS AT THE COMPLETION OF THE PROJECT.

ELECTRICAL SYMBOL LIST

RECEPTACLES

- DUPLEX CONVENIENCE OUTLET RATED 20A, 125V, U-SLOT GROUNDED TYPE. ALL OTHER MOUNTING HEIGHTS SHALL BE AS NOTED ADJACENT TO THE SYMBOL. REFER TO RECEPTACLE ABBREVIATIONS FOR SPECIAL PURPOSE RECEPTACLES
- GFI — DUPLEX RECEPTACLE WITH INTERGRAL GROUND FAULT INTERRUPTER

RACEWAY AND WIRING

- PP-1,3 — -HOMERUN TO PANELBOARD, NUMBER OF SLASH MARKS INDICATES NUMBER OF #12 AWG CONDUCTORS IN MINIMUM 3/4" CONDUIT. NO SLASH MARKS INDICATE 2#12 & 1#12G, 3/4"C UNLESS OTHERWISE NOTED
  -GREEN GROUND CONDUCTOR IS NOT INDICATED BUT SHALL BE INCLUDED IN EACH RACEWAY, SIZE SHALL BE #12 UNLESS INDICATED OTHERWISE.
  -HOMERUNS TO PANELBOARDS SHALL HAVE A MAXIMUM OF THREE PHASE CONDUCTORS (ONE PER PHASE) PLUS NEUTRAL AND GROUND CONDUCTOR IN EACH CONDUIT.
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE

MISCELLANEOUS

- J — JUNCTION BOX WITH BLANK COVERPLATE, SIZE AS REQUIRED BY N.E.C.
- TC — TIME CLOCK
- C — CONTACTOR
- M — ELECTRIC UTILITY BILLING METER
- FUSED DISCONNECT
- 10 — MOTOR, '10' INDICATES HORSEPOWER

POWER DISTRIBUTION EQUIPMENT

- HH1 — HAND HOLE
- QV — IN-GROUND 24 V TRANSFORMER

LIGHTING

- C1 P1 — SPORTS LIGHT POLE - 'P1' INDICATES POLE NUMBER 'C1' INDICATES CONTACTOR OR CONTRACTORS CONTROLLING POLE MOUNTED FIXTURES
- SL1 — PEDESTRIAN LIGHTING - "SL1" INDICATES FIXTURE TYPE.

ABBREVIATIONS

A	AMPERE	NTS	NOT TO SCALE
AF	AMPERE FRAME	PNL	PANELBOARD
AC	ALTERNATING CURRENT	PH	PHASE
AT	AMPERE TRIP	FL	FLOOR
ATS	AUTOMATIC TRANSFER SWITCH	FLA	FULL LOAD AMPERE
BKR	BREAKER	GC	GENERAL CONTRACTOR
C	CONDUIT	GFI	GROUND FAULT INTERRUPTER
CKT	CIRCUIT	GND	GROUND
CB	CIRCUIT BREAKER	IG	ISOLATED GROUND
EC	ELECTRICAL CONTRACTOR	JB	JUNCTION BOX
EMT	ELECTRIC METALLIC TUBING	KVA	KILOVOLT AMPERES
KW	KILOWATT	PVC	POLYVINYL CHLORIDE CONDUIT
MCB	MAIN CIRCUIT BREAKER	RSC	RIGID GALVANIZED STEEL CONDUIT
MLO	MAIN LUGS ONLY	XFMR	TRANSFORMER
MC	MECHANICAL CONTRACTOR	V	VOLTS
MTD	MOUNTED	W	WATTS OR WIRE
MTG	MOUNTING	WP	WEATHERPROOF
NMC	NON-METALLIC CONDUIT		
NA	NOT APPLICABLE		
NIC	NOT IN CONTRACT		

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ELECTRICAL LEGEND AND NOTES

Sheet Number:

E1.00

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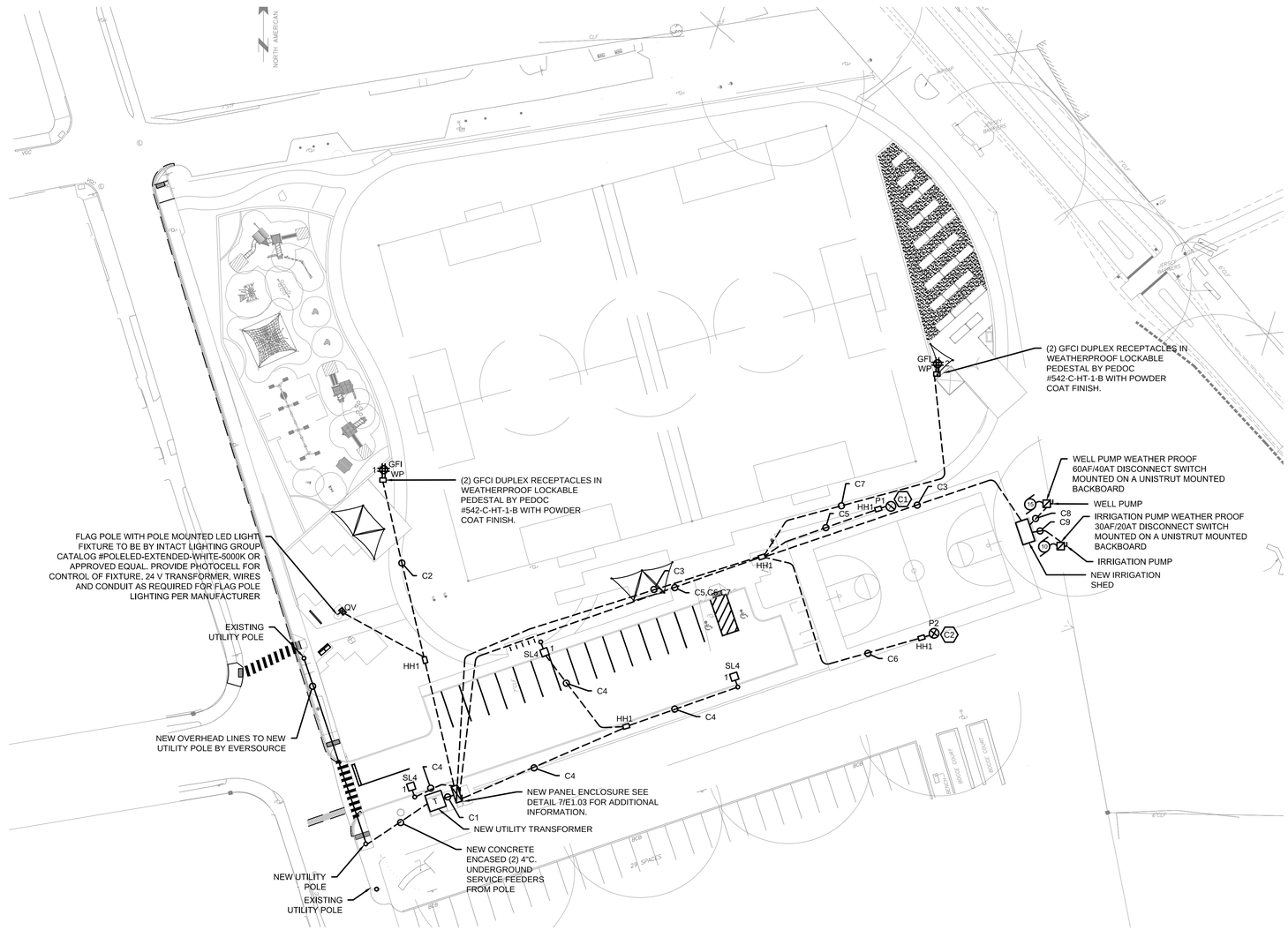

CONDUIT AND WIRING SCHEDULE

CONDUIT	FEEDER	FROM	TO	REMARKS
C1	4"C - 4#3/0 & 1#6G	UTILITY TRANSFORMER	PANEL 'PPH1'	DIRECT BURIED
C2	1"C., 3#10 & 1#10G	PANEL PPL1-1	CONVIENENCE OUTLET	DIRECT BURIED
C3	2"C., 4#1 & 1#8G	PANEL PPH1-2,4,6	IRRIGATION SHED PANEL PPL2	DIRECT BURIED
C4	1"C., 3#10 & 1#10G	PANEL PPH1-1	PARKING LOT LIGHTING	DIRECT BURIED
C5	1"C., 3#10 & 1#10G	PANEL PPH1-3,5,7	MUSCO LIGHT P1/C1	DIRECT BURIED
C6	1"C., 3#10 & 1#10G	PANEL PPH1-8,10,12	MUSCO LIGHT P2/C2	DIRECT BURIED
C7	1 1/2"C., 3#4 & 1#8G	PANEL PPL1-2	CONVIENENCE OUTLET	DIRECT BURIED
C8	1"C., 3#10 & 1#10G	PANEL PPH2-1,3,5	WELL PUMP	DIRECT BURIED
C9	1"C., 3#10 & 1#10G	PANEL PPH2-2,4,6	IRRIGATION PUMP	DIRECT BURIED

DRAWING NOTES:

1. REFER TO DRAWING E1.00 FOR LEGEND, ABBREVIATIONS AND GENERAL NOTES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR DOWNSIZING FEEDERS AT ELECTRICAL DEVICES FOR CONNECTION IN THE FIELD. FEEDERS HAVE BEEN OVERSIZED FOR VOLTAGE DROP.

30 15 0 30 60
SCALE: 1"=30'

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NEW "PPH1" PANEL SCHEDULE

VOLTS	277/480V	REMARKS: (TC) INDICATES TIME CLOCK CONTROLLED CIRCUIT, SERVICE ENTRANCE RATED	MAINS	200A MCB
PHASE	3Ø		BUSSING	250A
WIRE	4W		FEED	
A.I.C.	30K		MOUNTING	SURFACE

CIRCUIT	SERVICE DESCRIPTION	LOAD (KVA)	BREAKER	POLES	A	B	C	POLES	BREAKER	LOAD (KVA)	SERVICE DESCRIPTION	CIRCUIT
1	SECURITY LIGHTS (TC)		20A	1P	●			3P	100A		IRRIGATION SHED	2
3	MUSCO LIGHT P1/C1		30A	3P		●						4
5							●					6
7					●			3P	30A		MUSCO LIGHT P2/C2	8
9	MUSCO PANEL		20A	1P		●						10
11	SPARE		20A	1P			●					12
13	SPARE		20A	1P	●			1P	20A		SPARE	14
15	SPARE		20A	1P		●		1P	20A		SPARE	16
17	SPARE		20A	1P			●	1P	20A		SPARE	18
19	SPARE		20A	1P	●			1P	20A		SPARE	20
21	SPARE		20A	1P		●		1P	20A		SPARE	22
23	SPARE		20A	1P			●	1P	20A		SPARE	24
25	SPARE		20A	1P	●			1P	20A		SPARE	26
27	SPARE		20A	1P		●		1P	20A		SPARE	28
29	SPARE		20A	1P			●	1P	20A		SPARE	30
31	SPARE		20A	1P	●			3P	20A		SURGE PROTECTION DEVICE	32
33	SPARE			1P		●						34
35	SPACE			1P			●					36
37	SPACE			1P	●			3P	30A		PANEL PPL1 VIA TRANSFORMER	38
39	SPACE			1P		●						40
41	SPACE			1P			●					42

NEW "PPL1" PANEL SCHEDULE

VOLTS	120/208V	REMARKS:	MAINS	50A MCB
PHASE	3Ø		BUSSING	100A
WIRE	4W		FEED	
A.I.C.	10K		MOUNTING	SURACE

CIRCUIT	SERVICE DESCRIPTION	LOAD (KVA)	BREAKER	POLES	A	B	C	POLES	BREAKER	LOAD (KVA)	SERVICE DESCRIPTION	CIRCUIT
1	POWER PEDESTAL		20A	1P	●			1P	20A		POWER PEDESTAL	2
3	CABINET LIGHT AND RECEPTACLE		20A	1P		●		1P	20A		SPARE	4
5	SPARE		20A	1P			●	1P	20A		SPARE	6
7	SPARE		20A	1P	●			1P	20A		SPARE	8
9	SPARE		20A	1P		●		1P	20A		SPARE	10
11	SPARE		20A	1P			●	1P	20A		SPARE	12

NEW "PPH2" PANEL SCHEDULE

VOLTS	277/480V	REMARKS: LOCATED IN IRRIGATION SHED	MAINS	100A MCB
PHASE	3Ø		BUSSING	100A
WIRE	4W		FEED	
A.I.C.	22K		MOUNTING	SURACE

CIRCUIT	SERVICE DESCRIPTION	LOAD (KVA)	BREAKER	POLES	A	B	C	POLES	BREAKER	LOAD (KVA)	SERVICE DESCRIPTION	CIRCUIT
1	WELL PUMP	15HP	40A	3P	●			3P	30A	10HP	IRRIGATION PUMP	2
3						●						4
5							●					6
7	SPARE		20A	1P	●			1P	20A		SPARE	8
9	SPARE		20A	1P		●		1P	20A		SPARE	10
11	SPARE		20A	1P			●	1P	20A		SPARE	12

LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	CATALOG NUMBER	LAMP		MOUNTING	VOLTAGE	LOAD	REMARKS
			NO.	TYPE				
SL4	GARDCO	ECF-S-32L-1A-NW-G2-AR-4-VOLT-FINISH MOUNTED TO SSS4-16-4-11-D1-FINISH @ 16FT AFG TO BOF	-	LED	POLE	120	105W	SECURITY LIGHT WITH TYPE IV DISTRIBUTION

LIGHTING FIXTURE SCHEDULE REQUIREMENTS

1. FURNISH AND INSTALL ALL MATERIALS, ACCESSORIES AND OTHER EQUIPMENT NECESSARY FOR THE COMPLETE AND PROPER INSTALLATION OF ALL LIGHTING FIXTURES INCLUDED IN THIS CONTRACT. PROVIDE ALL NECESSARY ACCESSORIES AS NECESSARY TO PROVIDE A COMPLETE LIGHTING SYSTEM.
2. SPECIFICATIONS AND DRAWINGS ARE INTENDED TO CONVEY THE FEATURES, FUNCTION AND CHARACTER OF THE FIXTURES ONLY, AND DO NOT UNDERTAKE TO SPECIFY EVERY ITEM OR DETAIL NECESSARY. MINOR DETAILS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE LIGHTING SYSTEM NOT INDICATED ON THE DRAWINGS NOR SPECIFIED SHALL BE PROVIDED AS IF THEY WERE SPECIFIED HERE OR INDICATED ON THE DRAWINGS.
3. EFFECTIVELY PROTECT ALL LIGHTING EQUIPMENT AGAINST DAMAGE FROM THE TIME OF FABRICATION TO FINAL ACCEPTANCE OF THE WORK. INSTALL REFLECTOR CONES, BAFFLES, APERTURE PLATES, LIGHT CONTROLLING ELEMENT FOR AIR HANDLING FIXTURES, AND DECORATIVE ELEMENTS AFTER COMPLETION OF CEILING TILES, PAINTING AND GENERAL CLEANUP. REPLACE BLEMISHED, DAMAGED OR UNSATISFACTORY FIXTURES AS DIRECTED.
4. AT THE TIME OF FINAL ACCEPTANCE BY THE OWNER, ALL LIGHTING FIXTURES SHALL HAVE BEEN THOROUGHLY CLEANED WITH MATERIALS AND METHODS RECOMMENDED BY THE MANUFACTURERS, ALL BROKEN PARTS SHALL HAVE BEEN REPLACED, AND ALL LAMPS SHALL BE OPERATING.

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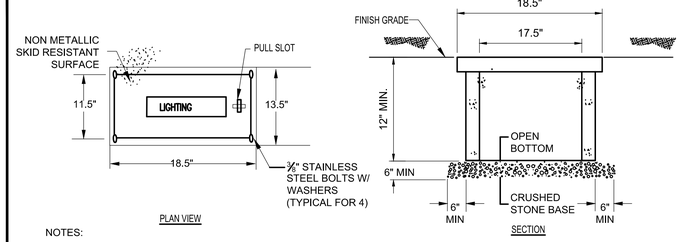
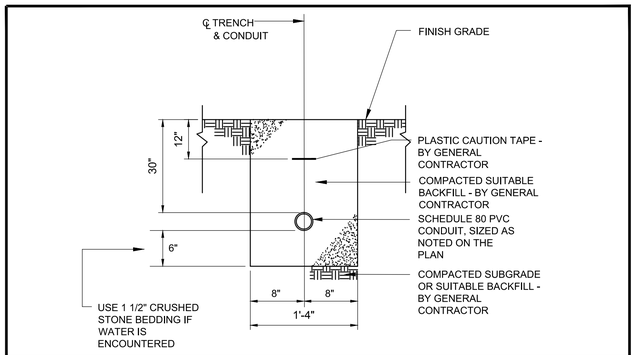


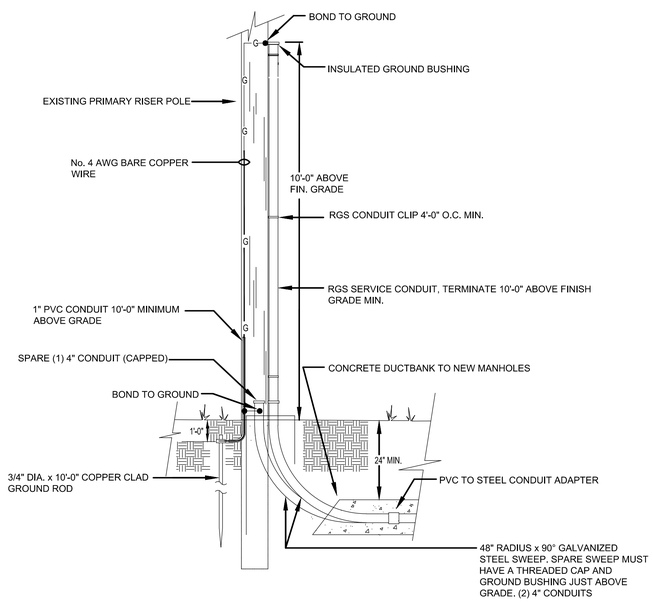
NOTES:

1. THIS HANDHOLE IS INTENDED FOR NON-DELIBERATE VEHICULAR TRAFFIC ONLY.
2. HANDHOLE SHALL BE PREFABRICATED POLYMER CONCRETE AGGREGATE EQUAL TO QUAZITE OR EQUAL PRE CAST CONCRETE CONSTRUCTION.
3. DIMENSIONS FOR REFERENCE ONLY. EXACT DIMENSIONS TO BE DETERMINED IN THE FIELD.

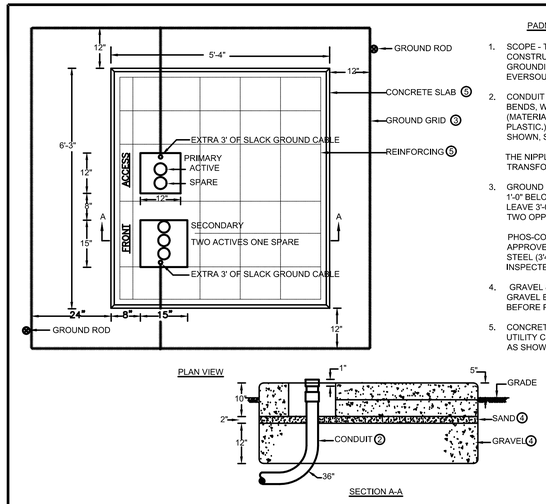
1 PREFABRICATED HANDHOLE "HH" DETAIL — NO SCALE



4 TYPICAL DIRECT BURIED DUCTBANK DETAIL — NO SCALE



5 TYPICAL RISER POLE DETAIL — NO SCALE



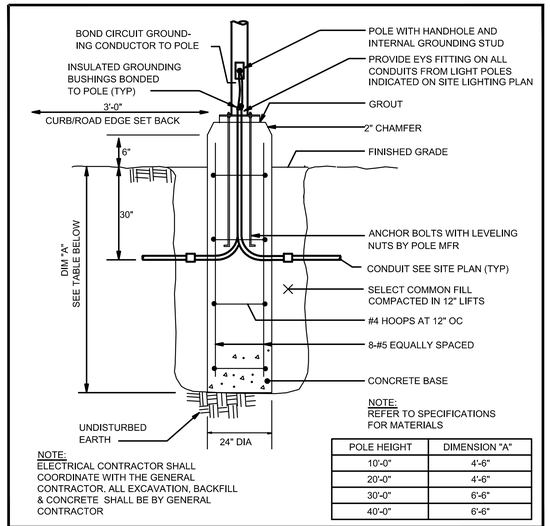
PADMOUNT - FOUNDATION

1. SCOPE - THIS STANDARD COVERS SPECIFICATIONS FOR THE CONSTRUCTION OF PADMOUNT TRANSFORMER FOUNDATIONS AND GROUNDING. FINAL REQUIREMENTS SHALL BE PER AND APPROVED BY EVERSOURCE ELECTRIC COMPANY
2. CONDUIT - INSTALL AS SHOWN BEFORE SLAB IS POURED. USE 36" RADIUS BENDS, WITH COUPLINGS, NIPPLES AND BUSHINGS AS REQUIRED. (MATERIAL MAY BE GALVANIZED STEEL, BLACK IRON, OR TYPE II FIBER OR PLASTIC.) TERMINATIONS OF CONDUITS SHALL BE LOCATED EXACTLY AS SHOWN, SOLID OR DOTTED, DEPENDING UPON NUMBER OF DUCTS.

   THE NIPPLE AND BUSHING SHOULD BE INSTALLED AFTER THE TRANSFORMER IS PLACED AND BEFORE THE CABLES ARE PULLED.
3. GROUND GRID - INSTALL #1/0 S.D. 7 STRAND BARE COPPER WIRE LOOP 1'-0" BELOW GRADE. BOND TO ALL EXPOSED METALLIC CONDUIT AND LEAVE 3'-0" OF WIRE ABOVE PAD FOR GROUNDING TRANSFORMER AT TWO OPPOSITE POINTS IN THE CABLE CONDUIT OPENINGS.

   PHOS-COPPER BRAZE CONNECTIONS, CADWELD, OR USE TWO APPROVED CONNECTORS PER JOINT. INSTALL TWO 8 FT. GALVANIZED STEEL (3/4") GROUND RODS WHERE SHOWN. LEAVE GRID EXPOSED UNTIL INSPECTED BY THE UTILITY COMPANY.
4. GRAVEL & SAND - SHALL BE PLACED AS SHOWN IN FIGS. 1 AND 2; THE GRAVEL BEING COMPACTED AND THE SAND THOROUGHLY WETTED JUST BEFORE PLACING THE CONCRETE.
5. CONCRETE SLAB - INSTALL 2000 LB. CONCRETE IN ACCORDANCE WITH UTILITY COMPANY REQUIREMENTS. REINFORCE WITH 1/2" RODS LOCATED AS SHOWN AND IN THE MIDDLE OF THE SLAB.

2 PAD MOUNTED TRANSFORMER DETAIL — NO SCALE

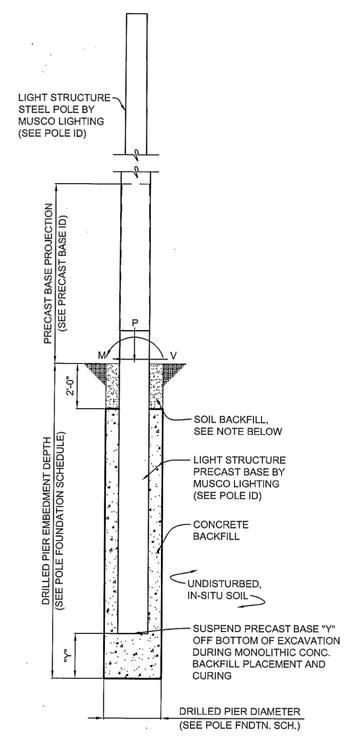


NOTE:
REFER TO SPECIFICATIONS FOR MATERIALS

POLE HEIGHT	DIMENSION "A"
10'-0"	4'-6"
20'-0"	4'-6"
30'-0"	6'-6"
40'-0"	6'-6"

NOTE:
ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR. ALL EXCAVATION, BACKFILL & CONCRETE SHALL BE BY GENERAL CONTRACTOR

3 TYPICAL LIGHT POLE BASE DETAIL — NO SCALE

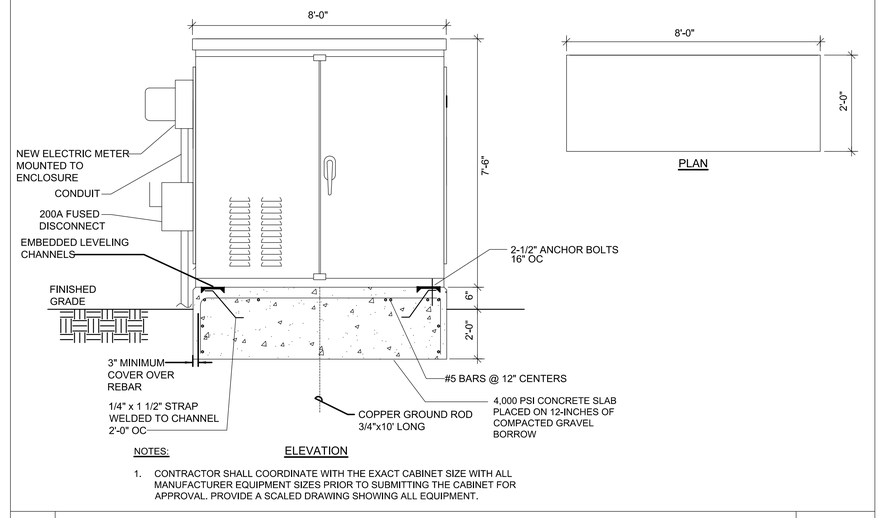


POLE FOUNDATION ELEV.

SCALE: NOT TO SCALE

SOIL BACKFILL NOTE:
THE TOP TWO FEET OF ANNULUS SHALL BE BACKFILLED WITH SOIL, WITH A CLASSIFICATION OF CLASS 5 (TABLE 1806.2) OR BETTER. COMPACTION, 95% FOR COHESIVE SOIL AND 98% FOR A COHESIONLESS SOIL BASED UPON STANDARD PROCTOR TESTING (ASTM D698).

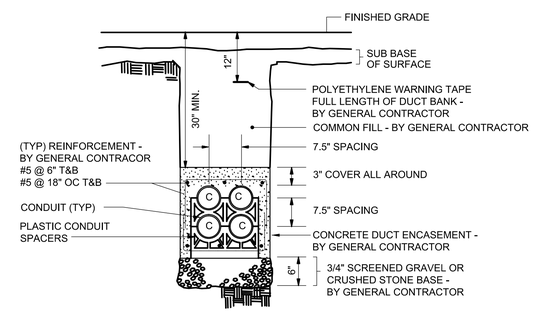
6 SPORTS LIGHT POLE BASE DETAIL — NO SCALE



NOTES:

1. CONTRACTOR SHALL COORDINATE WITH THE EXACT CABINET SIZE WITH ALL MANUFACTURER EQUIPMENT SIZES PRIOR TO SUBMITTING THE CABINET FOR APPROVAL. PROVIDE A SCALED DRAWING SHOWING ALL EQUIPMENT.

7 PAD MOUTNED ELECTRICAL CABINET DETAIL — NO SCALE



8 TYPICAL CONCRETE ENCASED DUCTBANK DETAIL — NO SCALE

Project:
TOWN OF NATICK, MA
PLANS FOR THE IMPROVEMENTS TO
NAVY YARD PARK
41 WASHINGTON AVE
NATICK, MA 01340

Weston & Sampson
427 Main Street, Suite 400, Worcester, MA
(508) 698-3034 (800) Sampson
www.westonandsampson.com

Consultants:

Revisions:

No.	Date	Description

Seal:

Issued For:
CONSTRUCTION DOCUMENTS

Scale:	NTS
Date:	07/11/2018
Drawn By:	ICA
Reviewed By:	RFM
Approved By:	RFM
W&S Project No:	2160827
W&S File No:	

Drawing Title:
ELECTRICAL DETAILS

Sheet Number:
E1.03

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Town of Natick, Massachusetts

PROJECT
MANUAL

For Construction of:

Navy Yard Park
Site Improvements

July, 2018

Owner:
Town of Natick
Department of Parks and Recreation

Designer:
Weston & Sampson
427 Main Street, Suite 400, Worcester, MA
1 (508) 698-3034 1 (800) 726-7766
www.westonandsampson.com

Weston & Sampson
transform your environment

TOWN OF NATICK

IMPROVEMENTS TO
NAVY YARD PARK
NATICK, MA

TABLE OF CONTENTS

PART II - TECHNICAL SPECIFICATIONS	SECTION NUMBER
Division 0	
INVITATION TO BID / ADS	00100
INSTRUCTION TO BIDDERS	00200
SUBSURFACE INFORMATION	00320
BID FORM	00410
BID BOND	00411
NOTICE OF AWARD	00412
AGREEMENT	00520
PERFORMANCE BOND	00610
PAYMENT BOND	00615
SUPPLEMENTARY CONDITIONS PART 1	00800
SUPPLEMENTARY CONDITIONS PART 2	00810
NOTICE TO PROCEED	00900410
PREVAILING WAGE FORM	
Division 1 General Conditions	
SUMMARY OF WORK	01010
MEASURE AND PAYMENT	01025
ALLOWANCE	01031
CONTROL OF WORK AND MATERIALS	01040
PROJECT MEETINGS	01200
SUBMITTALS	01330
PERMITS	01350
QUALITY CONTROL	01400
SAMPLING AND TESTING	01450
TEMPORARY FACILITIES	01500
DUST CONTROL	01562
ENVIRONMENTAL PROTECTION	01570
PROJECT SIGN	01580
CONSTRUCTION LAYOUT	01600
PROJECT CLOSE OUT	01700
Division 2 Site Work	
GEOTEXTILE FABRIC	02071
DEMOLITION	02220
CLEARING AND GRUBBING	02230
TREE PRUNING AND TREE AND STUMP REMOVAL	02235
SELECTIVE INVASIVE SPECIES REMOVAL	02236
DEWATERING	02240
SUPPORT OF EXCAVATION	02252
SEEDING	02290

EARTHWORK	02300
LOAM BORROW	02329
EROSION CONTROL	02370
RIP RAP	02371
TRACER TAPE	02518
DRAINAGE PIPE	02625
PRECAST MANHOLES	02631
REINFORCED CONCRETE PIPE	02633
DETENSION SYSTEM	02636
BITUMINOUS CONCRETE PAVING AND COLOR SEALCOAT	02746
STABILIZED STONEDUST	02750
PAVEMENT MARKINGS	02760
CURBING	02773
SITE IMPROVEMENTS	02800
SITE IMPROVEMENTS-SPORTS EQUIPMENT	02801
IRRIGATION	02810
PREFABRICATED ORNAMENTAL FENCE AND GATES	02820
TEMPORARY CHAIN LINK FENCE	02821
CHAIN LINK FENCE AND NETTING	02822
STEEL BARRIER GATE	02829
METAL BOLLARDS	02847
PLAY EQUIPMENT	02886
RUBBER SAFETY SURFACE	02887
ROOT ZONE MIX	02911
TREES, SHRUBS, GROUDCOVER	02930

Division 3

CONCRETE FORMWORKS	03100
CONCRETE REINFORCEMENT	03200
CAST IN PLACE CONCRETE	03300
INTEGRALLY COLORED CONCRETE	03360

Division 16 Electrical

GENERAL CONDITIONS	16010
BASIC ELECTRICAL MATERIALS AND METHODS	16050
BUILDING CONDUCTORS AND CABLES	16123
RACEWAY AND BOXES	16130
PANELBOARDS	16442
NAVY YARD BASKETBALL LED SPORTS LIGHTING	16526A

INVITATION FOR BIDS

Pursuant to the provisions of Chapter 30, Section 39M of the General Laws of the Commonwealth of Massachusetts (M.G.L. c. 30, §39M), the Town of Natick, the Awarding Authority, (hereinafter referred to as "Owner"), by the Natick Board of Selectmen of the Town of Natick, Massachusetts, invites sealed Bids for Construction of a New Navy Yard Park in Natick. Sealed Bids shall be received for the General Contract until July 26, 2018, at 11:00 A.M. local time, at the Natick DPW Building, 75 West Street, Natick, MA 01760, at which time and place they will be publicly opened, read and registered. No faxed or email, or conditional bids shall be accepted. If the Procurement Office within the DPW Building is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 11:00 A.M. local time on the next business day upon which the Procurement Office is open for business.

Each and every Bid shall be submitted on the Bid Form furnished with the Bidding Documents and shall be addressed to the Board of Selectmen. Each and every Bid shall be sealed in an envelope which is clearly marked in the lower left hand corner "BID FOR NAVY YARD PARK CONSTRUCTION."

The Work for this project consists of construction of a new Navy Yard Park in Natick. The Contractor shall supply all labor, materials and equipment necessary to complete the work shown on the Contract Drawings and hereinafter contained in the Specifications.

A voluntary Pre-Bid Conference will be held on July 18, 2018 @ 10:00 A.M. at Natick Public Works, 75 West Street, Natick, MA 01760.

Bidding documents are available electronically by contacting the procurement office at bleblanc@natickma.org, beginning at 11:00 A.M. local time on Wednesday, July 11, 2018. They may be reviewed at the office of the Department of Public Works, 75 West Street, Natick, MA 01760, between the hours of 9:00 A.M. to 4:00 P.M. local time, Monday through Thursday, and 9:00 A.M. to 12:00 P.M. (noon) local time on Friday, beginning at 11:00 A.M. local time on Wednesday, July 11, 2018.

Complete instructions for filing Bids are included in the Instructions to Bidders. Every Bid shall be submitted in full accordance with those Instructions to Bidders. Bids shall be valid only when accompanied by all of the following: (1) a fully completed and properly executed "Bid Form for General Bid"; (2) Bid security in the amount of five percent (5%) of the amount bid, in a form as described in the Instructions to Bidders and made payable to the "Town of Natick Board of Selectmen."

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

Bids for this Contract are subject to the provisions of M.G.L. c. 30, §39M. The successful Bidder will be required to furnish a Payment and Performance Bond, with a surety company which is acceptable to Owner, each in the amount of one hundred percent (100%) full amount of the Contract. Contract payment will be by the unit price and lump sum price method as indicated on the Bid Form. No Bidder may withdraw his Bid for a period of thirty (30) days after the date designated above for the opening. The Owner reserves the right to reject any or all Bids or to accept any Bid deemed by it to be in the best interest of the Town of Natick, and, to the extent permitted by law, to limit the extent of the work to keep within the limits of available funds. The award of any Contract pursuant to this Invitation for Bids is subject to appropriation by Natick Town Meeting.

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

TOWN OF NATICK
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.
WESTON & SAMPSON, ENGINEERS

INSTRUCTIONS TO BIDDERS

1. RECEIPT OF BIDS AND COPIES OF BID DOCUMENTS:

1.1 In accordance with Massachusetts General Laws, Chapter 30, Section 39M, and all other applicable laws, Bids will be received by the Board of Selectmen of the Town of Natick (hereinafter known as the OWNER) at the office of the Procurement Officer, located in the DPW Building, 75 West Street, Natick, MA 01760, until July 26, 2018, at 11:00 A.M., local time, and then at said office be publicly opened and read aloud. The clock in the Procurement Office shall be considered official. No faxed, email, or conditional bids shall be accepted. If the Procurement Office within the DPW Building is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 11:00 A.M. local time on the next business day upon which the Procurement Office is open for business.

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

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

1.4 The Bid Documents, including Specifications and Drawings, may be reviewed at the Office of the Natick Department of Public Works, 75 West Street, Natick. MA 01760, between the hours of 8:00 A.M. to 4:00 P.M. local time, Monday through Thursday, and 9:00 A.M. to 12:00 P.M. (noon) local time on Friday, beginning at 11:00 A.M. local time on July 11, 2018.

1.5 Complete sets of the Bid Documents may be obtained from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA, via bleblanc@natickma.org, during normal business hours, beginning on Wednesday, July 11, 2018, between 8:00 A.M. and 4:00 P.M. M-R, 8-12 Friday, local time

1.6 DELETED.

1.7 CONTRACTOR may request to download bid documents for free by contacting the Engineer

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

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

1.10 Voluntary pre-bid meeting will be held on July 18, 2018 at 10:00 A.M. at Natick Public Works, 75 West Street, Natick, MA 01760.

2. SCOPE OF WORK/LOCATION OF WORK:

2.1 The Work for this project consists of constructing a new Navy Yard Park in Natick. The Contractor shall supply all labor, materials and equipment necessary to complete the work shown on the Contract Drawings and hereinafter contained in the Specifications.

2.2 DELETED.

2.3 The Work includes the furnishing of all labor, materials and equipment for completing the work as shown on the Contract Drawings and as herein specified or reasonably implied.

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

3. SCHEDULING:

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

3.2 The Town will award a separate contract for the replacement of the Bradford Road sewage pump station superstructure. The pumping equipment will not be impacted by the project. Contractor working under this contract will be required to coordinate work with the pump station project Contractor, to insure the pump station Contractor has full access to the pump station site from Bradford Road.

4. FORM OF BID:

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

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

4.3 A conditional or qualified Bid shall not be accepted.

5. BID SECURITY:

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

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

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

6. WITHDRAWAL OF BIDS:

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

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

1. At any time prior to the designated time for the opening of Bids.

2. Provided the Bid has not theretofore been accepted by the OWNER, at any time subsequent to the expiration of the period during which the Bidder has agreed not to withdraw his Bid.

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

7. EXPERIENCE OF BIDDER:

7.1 Only Bids from CONTRACTORS experienced in installation sewage pump stations and gravity and pressure sewage collection piping systems, or utilization of experienced sub-contractors will be favorably considered by the OWNER, and each Bidder shall include in the space provided in the Bid, evidence of such experience with satisfactory references, and shall provide on request, information as to organization and equipment available to him for the performance of the work under this Contract.

7.2 For the purposes of this Contract, experienced Contractor shall mean the Contractor and their Subcontractors have a minimum of five (5) successful years of experience in installation of water mains and gate valves.

7.3 No award will be made to any Bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The OWNER'S decision of judgment on these matters shall be final, conclusive and binding.

8. QUESTIONS REGARDING DRAWINGS AND DOCUMENTS:

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

8.2 To receive consideration, such questions shall be submitted in writing to the OWNER, with a copy to the ENGINEER, at least four (4) days before the established date for receipt of Bids. If the question involves the equality of use of products or methods, it shall be accompanied by Drawings, Specifications, or other data in sufficient detail to enable the ENGINEER to determine the equality or suitability of the product or method. In general, the ENGINEER will neither approve nor disapprove particular products prior to the opening of Bids. Such products will be considered when offered by the CONTRACTOR for incorporation into the work.

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

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

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

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

9. INFORMATION NOT GUARANTEED:

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

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

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

10. BIDDER RESPONSIBILITY:

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

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

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

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

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

11. COMPARISON OF BIDS:

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

12. RIGHTS RESERVED BY OWNER:

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

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

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

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

13. AWARD OF CONTRACT:

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

14. PAYMENT AND PERFORMANCE BONDS:

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

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

15. CONTRACT INSURANCE:

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

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

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

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

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

16. INDEMNIFICATION:

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

17. CONTRACT SIGNING AND NOTICE TO PROCEED:

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

18. TIME OF STARTING:

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

19. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

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

19.2 It is the intention of this Contract to complete the work, in operating condition as soon as practicable, but not later than July 15, 2019.

19.3 DELETED.

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

20. LAWS AND REGULATIONS:

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

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

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

21. CONTRACT DRAWINGS:

21.1 The construction project is as shown on the Contract Drawings entitled "Pamela and Bradford Sewage Pump Station Force Main Replacement" prepared by the Engineer.

22. UNBALANCED BIDS:

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

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

23. SAFETY AND HEALTH REGULATIONS:

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

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

24. SALES TAX EXEMPTION:

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

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

25. PERMITS AND LICENSES:

25.1 All permits for work within the project limits shall be obtained and paid for by the Successful Bidder.

26. MINIMUM PREVAILING WAGE RATES:

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

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

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

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

27. WARRANTIES:

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

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

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

28. NONDISCRIMINATION IN EMPLOYMENT:

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

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

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

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

29. SUBSTITUTE OR "OR-EQUAL" ITEMS

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

30. PRICE ADJUSTMENTS FOR SPECIFIC MATERIALS

30.1 NOT APPLICABLE. NO ROAD/BRIDGE PROJECT IS IMPLICATED.

SECTION 00320
SUBSURFACE INFORMATION

PART I - GENERAL:

1.01 SCOPE:

A. A subsurface exploration program consisting of soil borings and test pits has been performed, with reasonable care. The boring logs, test pit logs, and exploration location plans are appended hereto as Appendix B of the Contract Documents.

Samples of the materials encountered may be seen upon request during the bidding period only at the office of Weston & Sampson Engineers, Inc., 5 Centennial Drive, Peabody, Massachusetts. If Contractors deem the subsurface information insufficient, they may, after obtaining Owner's permission, carry out additional subsurface explorations, at no expense to the Owner.

B. Subsurface information provided in the Contract Documents is limited by the methods used for obtaining and expressing such data and is subject to various interpretations. The terms used to describe soils, rock, groundwater and such other conditions are subject to local usage and individual interpretation.

C. Borings and test pits have been completed substantially at the locations indicated on the drawings and advanced to the depths shown on the logs. Soil information presented in the logs, as to classification, gradation, properties, density and consistency, is based on visual observation of recovered samples. Groundwater levels reported on the logs are those measured in the field at the particular location and at the time measurements were made, and do not necessarily represent permanent groundwater elevations. Groundwater elevations may be affected by temperature, rainfall, tidal fluctuation, and other factors that may not have been present at the time the measurements were made. The Contractors should be aware that groundwater level fluctuations may affect methods of construction.

D. Subsurface exploration, soil and rock data are for the general information of the Contractors. The Contractors are obligated to examine the site, review boring and test pit logs, all available information and records of explorations, investigations and other pertinent data for the site, and then based upon their own interpretations and investigations decide the character of material to be encountered and excavated, the suitability of the materials to be used for backfilling and such other purposes, the groundwater conditions, difficulties or obstacles likely to be encountered, and other conditions affecting the work. The subsurface data is accurate only at the particular locations and times the subsurface explorations were made. No other warranty either expressed or implied by the Owner, Engineer or their agents is made as to the accuracy of the subsurface information and data shown on the drawings or presented in the Contract Documents.

END OF SECTION

BID

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

Bidder hereby agrees to commence Work under this Contract on or before the date to be indicated on the Notice to Proceed and will be completed in operating condition as soon as practicable, but no later than the time specified in the Bid Documents thereafter, unless an extension of time is granted.

Bidder acknowledges receipt of Addenda:

#1_____ #2_____ #3_____

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

BID FORM

ITEM NO.	DESCRIPTION		AMOUNT
1.	For the total lump sum price of		
	_____ (Lump Sum Price in Words)	=	$_____
2.	For well drilling and all equipment, the allowance price of		
	Seventy Thousand Dollars and Zero Cents___ (Unit Price in Figures)	=	$ 35,000
	TOTAL BID PRICE FOR BASE BID COMPARISON (Total of contractor lump sum plus allowance)		
	_____ (Contract Base Bid Price in Words)	=	$_____

ADDITONAL ADD ITEMS

There are no additional add items for this project.

The Town will award the project based upon available funding. If funding is available beyond the base bid amount the Town will review each Additional Add Item in no particular order to determine which items can be included in the project award while staying within available funding. Bids will be compared based on base bid plus each or multiple or all Additional Add items to determine the low bidder.

An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid.

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

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

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

_____
completion, etc.)

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

_____
Engineer & Contact Person _____
_____

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

_____
completion, etc.)

_____

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

_____

Engineer & Contact Person _____

_____

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

_____
completion, etc.)

_____

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

_____
Engineer & Contact Person _____

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

_____
completion, etc.)

_____

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

_____

Engineer & Contact Person _____

_____

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

_____
of completion, etc.)

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

_____
Engineer & Contact Person _____
_____

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

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

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

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

_____

_____

_____

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

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

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

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

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

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

THIS BID SUBMITTED ON _____ 20___

By_____
Signature

_____
Printed Name

_____
Printed Title

By_____
(Corporation Name)

_____
(State of Incorporation)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

_____

Telephone Number: ( ) _____ Email Address: _____

Fax Number: ( ) _____

CERTIFICATE OF NON-COLLUSION

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

Name of Bidder

_____

_____
Address of Bidder

By: _____
Signature

_____
Printed Name

_____
Printed Title

_____
Date

TAX COMPLIANCE CERTIFICATION

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

Name of Bidder

_____

_____
Address of Bidder

By: _____
Signature

_____
Printed Name

_____
Printed Title

_____
Date

CONFLICT OF INTEREST CERTIFICATION

The Bidder named below hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or, offer of employment as an inducement for, or in connection with, the award of a contract for these services.

2. No consultant to, or, subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Bidder, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the Bidder.

3. No person, corporation, or, other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Bidder.

4. The Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the services outlined in the Project Manual.

5. Bidder, its officers, employees, agents, subcontractors and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

_____

_____
Address of Bidder

By: _____
Signature

_____
Printed Name

_____
Printed Title

_____
Date

CERTIFICATE AS TO CORPORATE BIDDER

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

(Corporate Seal)

_____
Name of Bidder

_____
Address of Bidder

_____

_____

_____
Telephone Number

By: _____
Signature

_____
Printed Name

_____
Printed Title

_____
Date

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

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

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

_____
Name of Bidder

_____
Address of Bidder

_____

_____

_____
Telephone Number

By: _____
Signature

_____
Printed Name

_____
Printed Title

_____
Date

CERTIFICATE OF NON-DEBARMENT

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

_____
(Company Name)

_____
(Signature title)

_____
Name of Bidder

_____
Address of Bidder

By: _____
Signature

_____
Printed Name

_____
Printed Title

_____
Date

CERTIFICATE OF FOREIGN CORPORATION

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

_____
Name of Bidder

_____
Address of Bidder

By: _____
Signature

_____
Printed Name

_____
Printed Title

_____
Date

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

CONTRACT INSURANCE REQUIREMENTS

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

_____
Name of Bidder

_____
Address of Bidder

By: _____
Signature

_____
Printed Name

_____
Printed Title

_____
Date

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION

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

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

_____
Name of Bidder

_____
Address of Bidder

By: _____
Signature

_____
Printed Name

_____
Printed Title

_____
Date

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America

Construction Specifications Institute

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

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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.

TABLE OF CONTENTS

If there is a contradiction between the General Conditions amendments or superseded notation and the Supplementary Conditions, the requirement in the Supplementary Conditions supersedes the General Conditions.

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY 6
1.01 *Defined Terms* 6
1.02 *Terminology* 8
ARTICLE 2 - PRELIMINARY MATTERS 9
2.01 *Delivery of Bonds and Evidence of Insurance* 9
2.02 *Copies of Documents* 9
2.03 *Commencement of Contract Times; Notice to Proceed* 9
2.04 *Starting the Work* 9
2.05 *Before Starting Construction* 9
2.06 *Preconstruction Conference* 9
2.07 *Initial Acceptance of Schedules* 9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 10
3.01 *Intent* 10
3.02 *Reference Standards* 10
3.03 *Reporting and Resolving Discrepancies* 10
3.04 *Amending and Supplementing Contract Documents* 11
3.05 *Reuse of Documents* 11
3.06 *Electronic Data* 11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS 11
4.01 *Availability of Lands* 11
4.02 *Subsurface and Physical Conditions* 12
4.03 *Differing Subsurface or Physical Conditions* 12
4.04 *Underground Facilities* 13
4.05 *Reference Points* 13
4.06 *Hazardous Environmental Condition at Site* 13
ARTICLE 5 - BONDS AND INSURANCE 14
5.01 *Performance, Payment, and Other Bonds* 14
5.02 *Licensed Sureties and Insurers* 15
5.03 *Certificates of Insurance* 15
5.04 *Contractor's Liability Insurance* 15
5.05 *Owner's Liability Insurance* 16
5.06 *Property Insurance* 16
5.07 *Waiver of Rights* 17
5.08 *Receipt and Application of Insurance Proceeds* 17
5.09 *Acceptance of Bonds and Insurance; Option to Replace* 17
5.10 *Partial Utilization, Acknowledgment of Property Insurer* 18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES 18
6.01 *Supervision and Superintendence* 18
6.02 *Labor; Working Hours* 18
6.03 *Services, Materials, and Equipment* 18
6.04 *Progress Schedule* 18
6.05 *Substitutes and "Or-Equals"* 19
6.06 *Concerning Subcontractors, Suppliers, and Others* 20
6.07 *Patent Fees and Royalties* 21
6.08 *Permits* 21
6.09 *Laws and Regulations* 21
6.10 *Taxes* 22
6.11 *Use of Site and Other Areas* 22
6.12 *Record Documents* 22

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6.13 *Safety and Protection* ... 22
6.14 *Safety Representative* ... 23
6.15 *Hazard Communication Programs* ... 23
6.16 *Emergencies* ... 23
6.17 *Shop Drawings and Samples* ... 23
6.18 *Continuing the Work* ... 24
6.19 *Contractor's General Warranty and Guarantee* ... 24
6.20 *Indemnification* ... 24
6.21 *Delegation of Professional Design Services* ... 25
ARTICLE 7 - OTHER WORK AT THE SITE ... 25
7.01 *Related Work at Site* ... 25
7.02 *Coordination* ... 26
7.03 *Legal Relationships* ... 26
ARTICLE 8 - OWNER'S RESPONSIBILITIES ... 26
8.01 *Communications to Contractor* ... 26
8.02 *Replacement of Engineer* ... 26
8.03 *Furnish Data* ... 26
8.04 *Pay When Due* ... 26
8.05 *Lands and Easements; Reports and Tests* ... 26
8.06 *Insurance* ... 26
8.07 *Change Orders* ... 26
8.08 *Inspections, Tests, and Approvals* ... 26
8.09 *Limitations on Owner's Responsibilities* ... 27
8.10 *Undisclosed Hazardous Environmental Condition* ... 27
8.11 *Evidence of Financial Arrangements* ... 27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION ... 27
9.01 *Owner's Representative* ... 27
9.02 *Visits to Site* ... 27
9.03 *Project Representative* ... 27
9.04 *Authorized Variations in Work* ... 27
9.05 *Rejecting Defective Work* ... 27
9.06 *Shop Drawings, Change Orders and Payments* ... 28
9.07 *Determinations for Unit Price Work* ... 28
9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work* ... 28
9.09 *Limitations on Engineer's Authority and Responsibilities* ... 28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS ... 28
10.01 *Authorized Changes in the Work* ... 28
10.02 *Unauthorized Changes in the Work* ... 29
10.03 *Execution of Change Orders* ... 29
10.04 *Notification to Surety* ... 29
10.05 *Claims* ... 29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK ... 30
11.01 *Cost of the Work* ... 30
11.02 *Allowances* ... 31
11.03 *Unit Price Work* ... 31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES ... 32
12.01 *Change of Contract Price* ... 32
12.02 *Change of Contract Times* ... 33
12.03 *Delays* ... 33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK ... 33
13.01 *Notice of Defects* ... 33
13.02 *Access to Work* ... 33
13.03 *Tests and Inspections* ... 33
13.04 *Uncovering Work* ... 34
13.05 *Owner May Stop the Work* ... 34
13.06 *Correction or Removal of Defective Work* ... 34
13.07 *Correction Period* ... 34
13.08 *Acceptance of Defective Work* ... 35
13.09 *Owner May Correct Defective Work* ... 35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION ... 36
14.01 *Schedule of Values* ... 36

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14.02 *Progress Payments* 36
14.03 *Contractor's Warranty of Title* 37
14.04 *Substantial Completion* 37
14.05 *Partial Utilization* 38
14.06 *Final Inspection* 38
14.07 *Final Payment* 38
14.08 *Final Completion Delayed* 39
14.09 *Waiver of Claims* 39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION 39
15.01 *Owner May Suspend Work* 39
15.02 *Owner May Terminate for Cause* 39
15.03 *Owner May Terminate For Convenience* 40
15.04 *Contractor May Stop Work or Terminate* 40
ARTICLE 16 - DISPUTE RESOLUTION 41
16.01 *Methods and Procedures* 41
ARTICLE 17 - MISCELLANEOUS 41
17.01 *Giving Notice* 41
17.02 *Computation of Times* 41
17.03 *Cumulative Remedies* 41
17.04 *Survival of Obligations* 41
17.05 *Controlling Law* 41
17.06 *Headings* 41

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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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).

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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.

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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

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(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.

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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~~

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~~c. 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:

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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~~

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~~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;

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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~~

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~~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~~

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~~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.

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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

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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

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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.

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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-~~

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~~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

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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~~

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~~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~~

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~~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.

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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.

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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~~

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~~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.~~

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~~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

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resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

~~h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.~~

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *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.

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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

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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

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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.

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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

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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~~

~~c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.~~

~~3. By recommending any such payment Engineer will not thereby be deemed to have represented that:~~

~~a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or~~

~~b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.~~

~~4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:~~

~~a. to supervise, direct, or control the Work, or~~

~~b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or~~

~~c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or~~

~~d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or~~

~~e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.~~

~~5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent~~

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~~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.c or Paragraph 15.02.A.~~

~~2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.~~

~~3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1~~.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

~~A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.~~

~~B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.~~

~~C. If Engineer considers the Work substantially 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~~

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~~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~~

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~~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~~

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~~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~~

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~~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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BID BOND

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

_____
(Name of Contractor)

_____
(Address of Contractor)

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

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts
(Name of Owner)

Natick Town Hall, 13 East Central Street, Natick, MA 01760
(Address of Owner)

as OWNER in the total aggregate penal sum of

_____ Dollars ($_____)

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

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

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

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

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

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

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

ATTEST:

_____
Principal

_____
(Principal Secretary)

(SEAL)(s) By_____
Signature

_____
Printed Name

_____
Printed Title

_____
(Address) (Address)

_____ _____
(Surety)

ATTEST:

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

_____
Printed Name

_____
Printed Title

_____ _____
(Address) (Address)

If Contractor is partnership, all partners should execute Bond.

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

NOTICE OF AWARD

DATED _____

To: BIDDER: _____
ADDRESS: _____

_____

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

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

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

1. You shall deliver to OWNER five (5) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents shall bear your signature on the cover page.

2. You shall deliver with the executed Agreement, the Contract Security (Bonds - including both a fully-executed Performance Bond and a fully-executed Payment Bond - and Certificates of Insurance) as specified in the Instructions to Bidders, General Conditions and Supplementary Conditions.

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

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

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

Dated this _____ day of _____, 20___.

By: _____

_____
Signature of Owner's Representative

_____
Printed Name

_____
Printed Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____
(Contractor)

this ____ day of _____, 20___.

By _____
Authorized Signature

_____
Printed Name

_____
Printed Title

COPY TO ENGINEER

AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year 2018, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter called OWNER), by its Board of Selectmen, and

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

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

ARTICLE 1. WORK

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

1.2. The Work for this project consists of parks construction for the Navy Yard Park in Natick.

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 Weston & Sampson, Inc., which is hereinafter called ENGINEER and who shall act as OWNER'S representative, who shall assume all duties and responsibilities, and who and shall have the rights and authority assigned to ENGINEER in the AGREEMENT Documents in connection with completion of the Work in accordance with the AGREEMENT Documents.

ARTICLE 3. AGREEMENT TIME

3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and AGREEMENT Documents. The work will be substantially complete by July 15, 2019.

ARTICLE 4. AGREEMENT PRICE

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

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

AGREEMENT PRICES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT

TOTAL AGREEMENT AMOUNT $_____

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

ARTICLE 5. PAYMENT PROCEDURES

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

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

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

ARTICLE 6. TERMS

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the AGREEMENT Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the AGREEMENT Price, within the AGREEMENT Time and in accordance with the other terms and conditions of the AGREEMENT Documents, including specifically the provisions of paragraph 4.3 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

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

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

ARTICLE 8. AGREEMENT DOCUMENTS

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

8.1 Invitation for Bids

8.2 Instructions to Bidders

8.3 Contractor's Bid

8.4 This AGREEMENT ("Agreement")

8.5. Exhibits to this AGREEMENT

8.6. General Conditions

8.7 Supplementary Conditions

8.8 Contractor's Performance and Payment Bonds, and insurance certificates

8.9. Notice of Award

8.10 Notice to Proceed

8.11 Specifications contained in Divisions ___, as listed in table of contents

8.12 Construction Drawings

8.13 Addenda numbers ___ to ___, inclusive.

8.14 Change Order

There are no AGREEMENT Documents other than those listed above in this Article 8. The AGREEMENT Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10: INSURANCE

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

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

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

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

ARTICLE 11: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:	CONTRACTOR:
Town of Natick, Massachusetts	_____
	Printed Name of CONTRACTOR
The Natick Board of Selectmen	
_____	_____
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: _____

_____

[CORPORATE SEAL]

_____

_____

Attest

Owner Address for giving notices:	Contractor Address for giving notices:
Board of Selectmen	_____
Natick Town Hall	_____
13 East Central Street Natick, MA 01760	_____

CERTIFICATE OF APPROPRIATION

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

_____

Arti P. Mehta
Comptroller Date

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

_____

John P. Flynn, Esq. Date

CERTIFICATE OF CORPORATE AUTHORIZATION

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

(Date must be earlier than Lease)

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

"VOTED: That _____ be and hereby is

(Name of Officer authorized to sign for Corporation)

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

(Name of Officer)

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

I further certify that

_____

(Name of Officer)

is duly elected _____ of said Corporation.

(Title)

Signed: _____

Printed Name:

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

Date: _____

Place of Business: _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____

(Name and Title of Officer)

Date: _____

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

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

Contractor's Certification

Name of Project_____

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

CONTRACTOR'S CERTIFICATION

_____certifies that

1. it intends to use the following listed construction trades in the work under the contract _____; and

2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and

3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

_____
(Signature of authorized representative of Contractor)

_____
Printed Name

_____
Printed Title

_____
Date

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

Subcontractor's Certification

Name of Project_____

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

_____certifies that

1. it intends to use the following listed construction trades in the work under the contract _____; and

2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and

3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

_____

(Signature of authorized representative of Subcontractor)

_____

Printed Name

_____

Printed Title

_____

Date

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

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 Navy Yard Park Construction.

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

the Town of Natick, Massachusetts
(Name of Owner)

Natick Town Hall, 13 East Central Street, Natick, MA 01760
(Address of Owner)

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

_____ Dollars ($_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of _____ 20__, a copy of which is hereto attached and made a part hereof for Navy Yard Park Construction.

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 <u>one</u> (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

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

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

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

_____ day of _____ 20 ____.

ATTEST:

_____
Principal

_____
(Principal Secretary)

(SEAL)(s)

By_____
Signature

_____
Printed Name

_____
Printed Title

_____
(Address)

_____
(Surety)

ATTEST:

By_____
(Witness as to Surety) Attorney-in-Fact Signature

_____
Printed Name

_____
Printed Title

_____
(Address)

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

SECTION 00800

SUPPLEMENTARY CONDITIONS

Part I - AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. C-700, 2002 Edition)(the General Conditions) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

Paragraphs or subparagraphs as noted below are required by or are intended to be consistent with the requirements of Massachusetts statutes governing public construction contracts in the Commonwealth of Massachusetts (the "Commonwealth"). Any other provisions required by statute to be included herein shall be deemed to be so included. In addition, the Owner and Contractor recognize that other rights, duties and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they are not provided for in the Contract Documents. In case of conflict between the asterisked provisions and other provisions of the Contract Documents, the asterisked provisions shall govern. In case of conflict between the provisions of the Contract Documents and the provisions of any applicable statute, the statutory provisions shall govern. Where the term "Awarding Authority" appears in any asterisked provision, it shall mean the Owner.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

Delete the definition of 5. Bid in its entirety and insert in its place the following:

"Bid shall mean the price submission by the individual, partnership, corporation, or other entity setting forth the monetary amount of the total contract, together with any unit prices requested, on a form prescribed by the Owner, pursuant to M.G.L. c. 149, §§44A et seq.."

Delete the definition of 6. Bidder in its entirety and insert in its place the following:

"Bidder shall mean the individual, partnership, corporation, or other entity who submits a Bid pursuant to an Invitation for Bids by the Owner."

Delete the definition of 7. Bidding Documents in its entirety and insert in its place the following:

"Bidding documents shall mean any and all documents issued by the Owner in requesting Bids pursuant to M.G.L. c.149, §§44A et seq., which shall include, but shall not be limited to, the Invitation for Bids, the Information for Bidders, Bid Bond (if any), Performance Bond, Payment Bond, Contract, General Conditions of the Contract, Supplementary General Conditions of the Contract, Supplier Diversity Office (SDO) Forms (if applicable), Minimum Prevailing Wage Rates (as applicable), and other additional information provided to potential Bidders by the Owner."

Delete the definition of 8. Bidding Requirements in its entirety and insert in its place the following:

"Bidding requirements shall mean any and all requirements contained in any portion of the Bidding Documents issued by the Owner."

Delete the definition of 9. Change Order in its entirety and insert in its place the following:

"Change Order shall mean a written order to the Contract signed to show the recommendation of the Project Manager, if any, the approval of the Engineer and the authorization of the Owner, executed with the same formality as the Contract, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates the Contractor's Contract therewith, including the adjustment in the Contract Sum or the Contract Time.

A Change Order request may originate with the Owner, the Engineer, if any, or the Contractor and shall be submitted to the Owner. The Change Order request shall be made in writing and in accordance with the provisions of the Contract and applicable procedures of the Owner. The term equitable adjustment, as used in this paragraph, shall include all adjustments to the Contract Price or to the Time to which the Contractor is entitled, pursuant to M.G.L. c.30, Sections 39N and 39O. Such equitable adjustment shall be made in accordance with the provisions of this Article.

A Change Order may be submitted for changes in the Contract work, including but not limited to, changes in:

a. the plans and specifications

b, in the method or manner or performance of the work; and/or

c. in the schedule for performance of the work."

In the definition of 11. Contract, insert the following sentence at the end:

"The word "Agreement" in the Bidding Requirements or Contract Documents shall mean the same as the word Contract."

Delete the definition of 12. Contract Documents and insert in its place the following:

"Contract documents are those documents enumerated in the written Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions of the Contract, other Conditions of the Contract, Drawings, Specifications, Addenda issued prior to the execution of the contract, other documents listed in the Agreement, and modifications issued after the execution of the Contract. A modification is a written amendment signed by both parties to the Agreement, a Change Order, a Work Change Directive, or a minor written change in the Work Ordered by the Engineer (Field Order)."

Delete the definition of 22. Hazardous Environmental Condition and insert in its place the following:

"Hazardous Environmental Condition is the presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material or other material in such quantities or circumstances that may present a substantial or notable danger or harm to persons or property exposed thereto in connection with the Work."

Delete the definition of 24. Laws and Regulations; Laws or Regulations and insert in its place the following:

"Laws and Regulations shall mean all Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of the Contract and any extension or renewal thereof, with which the Contractor shall be required to comply. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. The Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein."

Delete the definition of 29. Owner and insert in its place the following:

“Owner, sometimes referred to as Town or Awarding Authority, is the Town of Natick, a body corporate and politic located in Natick, Middlesex County, Massachusetts. The Owner and its authorized representatives, as well as Engineer and Owner’s Project Manager, if any, shall at all times have access to and be permitted to observe and review all Work, materials, payrolls, records of personnel, conditions of employment, invoices for materials, and generally all records relating to the Work. No member, officer, agent, employee, representative or official of the Owner shall in any way, directly or indirectly, be personally liable, under any provisions of the Contract.”

In the definition of 36. Related Entity, insert “board, commission, committee or member thereof” between “employee” and “agent”.

Delete the definition of 45. Substantial Completion in its entirety and insert in its place the following definition:

"45. Substantial Completion shall mean either that the Work required by the Contract has been completed except for Work having a Contract Price of less than one (1) percent of the then adjusted total Contract Price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work required by the Contract."

Delete the definition of 46. Successful Bidder in its entirety and insert in its place the following:

“Successful bidder shall mean the lowest responsible and eligible bidder, as defined in M.G.L. c. 149, §§44A et seq., on the basis of competitive bids publicly opened and read by the Awarding Authority forthwith upon expiration of the time for the filing thereof; provided, however, that the Awarding Authority may reject any and all bids, if it is in the public interest to do so.”

Add the following to the definition of 51. Work:

“All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract. All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents. Where codes, regulations, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to

the date of receiving bids, except where otherwise indicated. Where no explicit quality or standards for workmanship are established for Work, such Work is to be of good quality and consistent with the quality required by the Contract Documents. The Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work. The Owner and Engineer assume no liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Drawings and Specifications. The Contractor shall make all necessary arrangements to reconcile any such jurisdictional conflicts without delay, damage or cost to the Owner, unless otherwise agreed by the parties hereto."

Delete the definition of 52. Work Change Directive in its entirety and insert in its place the following:

"Work Change Directive shall mean a written order prepared by the Engineer and signed off on by the Owner and Engineer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Times, or both. The Owner may, by Work Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, consisting of additions, deletions, or other revisions, the Contract Price and Contract Times being adjusted accordingly."

Add the definition of "Complete and/or Completion" after paragraph 52, which is to read as follows:

"53. Complete and/or Completion - Whenever the word "Complete and/or Completion" is utilized in the Contract in reference to work completed when referring to the completion date of the contract and the assessment of liquidated damages, it shall be understood to mean that all work on the project is completed, the facilities are fully operational, the data required to closeout the project has been submitted and approved, and incidental items included in the closeout punch list have been completed to the Owner's satisfaction".

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.01-B Delete paragraph 2.01-B of the General Conditions in its entirety.

SC-2.03-A Delete the last sentence of paragraph 2.03-A.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 The last clause in paragraph 3.01-B of the General Conditions shall read:

"shall be provided by the Contractor, at no additional cost to the Owner, whether or not specifically called for".

SC-3.01-D Add a new section 3.01-D to the General Conditions as follows:

"In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority: Amendments
Second Priority: Contract
Third Priority: Addenda--later date to take precedence
Fourth Priority: Supplementary General Conditions
Fifth Priority: General Conditions
Sixth Priority: Division 1, General Requirements
Seventh Priority: Technical Specifications
Eighth Priority: Drawings, with larger scale drawings to take precedence
Ninth Priority: Invitation to Bid, Instruction to Bidders, The Contractor's General Bid.

Notwithstanding the order of priority of documents set forth in Subparagraph 3.01-D, any matters contained in the Specifications which have been omitted from the Drawings or vice versa shall be construed as though contained in both. In the event of any duplication, conflict, or discrepancy between the Drawings and the Specifications or between other contract clauses, so far as the same pertains to the Drawings, the Specifications or any modifications to the Drawings or the Specifications, the matter shall be promptly brought to the attention of the Engineer, without whose instructions the Contractor shall not adjust the matter except at his own risk. Any instructions of the Engineer shall be given in writing."

SC-3.02 Insert a new paragraph SC-3.02-A.3 in the General Conditions as follows:

"Paragraphs or subparagraphs herein are intended to be consistent with the requirements of Massachusetts statutes governing public building construction contracts in the Commonwealth. Any other provisions required by statute to be included herein shall be deemed to be so included. In addition, the Owner and Contractor recognize that other rights, duties and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they are not provided for in the Contract Documents."

SC-3.03 Insert the following language at the beginning of the second sentence in paragraph 3.03-A.2 of the General Conditions:

"In the event that such a conflict, error, ambiguity or discrepancy actually exists which requires an amendment or supplement to the Contract Documents,".

SC-3.04 Insert a new paragraph 3.04-C in the General Conditions as follows:

No officer, official, agent or employee of the Town of Natick shall have the power to amend, modify or alter the Contract or waive any of its provisions or to bind the Town of Natick by making any promise or representation not contained herein except by an amendment, in writing, executed by the Owner in the same manner as the Contract is executed. Neither party may rely on any conduct, statement, action, inaction or course of conduct of the employees, agents or officers of the other party as having changed, modified or amended the Contract. Neither party shall be construed as waiving any provision of the Contract unless the waiver is executed in writing as an amendment to the Contract. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by either party shall not be construed as waiver of any term or condition hereto nor shall it limit the legal or equitable remedies available to that party.

Information or services required of the Owner hereunder shall be furnished by the Owner with reasonable promptness and in accordance with M.G.L. c.30, §39P, as applicable, after receipt from the Contractor of a reasonably detailed written request for such information or services. Reference is made to General Laws Chapter 30, Section 39P, the provisions of which are incorporated herein."

SC-3.05 In paragraph 3.05-A.2 of the General Conditions, in the third line, insert "prior" between "without" and "written" and in the fourth line, insert "prior" between "specific" and "written".

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

SC-4.01 Insert the following language at the end of the third sentence of paragraph 4.01-A of the General Conditions ", which easements are required under the circumstances".

SC-4.01-C Add the following language to the last sentence in paragraph 4.01-C of the General Conditions:
", at his own expense and without liability to the Owner"

SC-4.01-B Delete paragraph 4.01-B of the General Conditions in its entirety.

SC-4.03 Delete paragraph 4.03 A, B and C of the General Conditions in their entirety and insert in its place the following language:

"(Statutory reference: M.G.L. c.30 §39N)
If, during the progress of the work, the Contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the Contractor or the Awarding Authority may request an equitable adjustment in the contract price of the Contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Awarding Authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the methods required for the performance of the work which results in an increase or decrease in the cost of the work, the Awarding Authority shall make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly.

If the Contractor claims that any acts or omissions of the Owner or the Engineer, including any instructions or orders, whether oral, written, by Drawings, or otherwise, involve extra cost or time, and the Contractor has not received a written acknowledgment by the Owner or Engineer that extra payment will be made or time extended on account thereof, the Contractor shall promptly so notify the Engineer in writing of such Claim and shall not proceed with the Work relating to such Claim until the Contractor has received a further written order to proceed in accordance with this Agreement. No Claim by the Contractor on account of such acts, omissions, instructions or orders shall be valid unless the Contractor has so notified the Engineer in writing, before proceeding, and has received the further written order to proceed.

The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time, and shall furnish the Engineer with such documentation relating thereto as the Engineer may reasonably require. Estimates of the extension of time shall be accompanied by a schedule showing how the Critical Path has been affected."

SC-4.04 Insert the following sentence just prior to the last sentence of paragraph 4.04-A of the General Conditions:

"The locations of existing underground facilities shown on the Contract Drawings are approximate only, and are included to indicate that the underground facilities are present, and it shall be the Contractor's responsibility to make arrangements with all utility companies for field locations. The Contractor shall also contact "Dig Safe" and other appropriate departments, agencies and companies to insure that all underground facilities are located prior to excavation, regardless of the fact that they may or may not be shown on the Contract Drawings".

SC-4.04-B.2 Delete the final sentence of paragraph 4.04-B.2 of the General Conditions.

SC-4.06 Insert the following sentence after paragraph 4.06-A of the General Conditions:

"The following reports and drawings relating to a Hazardous Environmental Condition identified at the site have been utilized by the Engineer in the preparation of the Contract Documents.

- None"

SC-4.06-C Insert the following sentence at the end of paragraph 4.06-C of the General Conditions:

"Nothing in the Contract Documents shall limit the responsibility of the Contractor for any Hazardous Environmental Condition which is caused by the Contractor or by any of its officers, employees, boards, commissions, committees, agents or representatives."

SC-4.06-D Insert the following sentences at the end of paragraph 4.06-D of the General Conditions:

"In that event Contractor and its officers, employees, agents and representatives shall have no authority to handle, transport, remove or dispose of any materials the presence of which at the site constitutes a Hazardous Environmental Condition. In any event Contractor shall be liable for its negligence or willful misconduct."

SC-4.06-G Delete paragraph 4.06-G of the General Conditions.

ARTICLE 5 - BONDS AND INSURANCE

SC-5.01 Delete paragraph 5.01-A of the General Conditions in its entirety and insert in its place the following:

"As required by M.G.L. c. 149, §44E, or by these Supplementary Conditions, the Contractor shall furnish a Performance Bond, acceptable to the Town of Natick, as security for the faithful performance of its obligations under the Contract. Said Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Price and shall be issued by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and approved by the Owner. Said Performance Bond shall obligate the Contractor, its surety, and their successors and assigns for all of the work required to be performed by the Contractor under the Contract. Said Performance Bond shall remain in effect no less than one (1) year after the expiration of the term of the Contract, or any extension or renewal thereof.

As also required by M.G.L. c. 149, §44E, or by these Supplementary Conditions, the Contractor shall furnish a Payment Bond, acceptable to the Town of Natick, as security for the faithful payment of its obligations under the Contract. Said Payment Bond shall be in the amount of one hundred percent (100%) of the Contract Price and shall be issued by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and approved by the Owner. Said Payment Bond shall obligate the Contractor, its surety, and their successors and assigns to pay for labor, materials and equipment furnished for use regarding the work to be performed by the Contractor under the Contract. Said Payment Bond shall remain in effect no less than one (1) year after the expiration of the term of the Contract, or any extension or renewal thereof."

SC-5.04 Insert the following language at the end of paragraph 5.04-B.1 of the General Conditions:

"Notwithstanding any other provision of the Contract Documents, the Contractor shall provide to the Owner, with its proof of insurance coverage, endorsements or riders to the policies of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form, which indicate that the Town of Natick and the Engineer are named as additional insureds on each such policy."

SC-5.04 Add the following language after paragraph 5.04.B-5 of the General Conditions:

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

The above policies will not be cancelled or materially amended before the expiration date thereof, until at least thirty (30) days prior written notice has been given to the certificate holders and the named insured and the Owner."

SC-5.04 Add the following paragraphs at the end of paragraph 5.04-B.2 of the General Conditions:

"5.04-B-2.a "The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required. The Contractor shall also ensure that any and all Subcontractors and 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) days of the date of delivery of such certificates to Owner in accordance with paragraph 2.01-B. Contractor will provide such additional information in respect of insurance provided by him as Owner may reasonably request."

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC-6.01-A and 6.01-B Delete paragraphs 6.01A and 6.01B of the General Conditions and insert in their place the following:

"The Contractor shall employ a competent superintendent, reasonably acceptable to the Owner, and necessary assistants who shall be in attendance at the Project site full time and at all times during the progress of the Work until the date of Substantial Completion, and for such additional time thereafter as the Engineer may determine to be necessary for the expeditious completion of the Work. The Contractor shall remove the superintendent if requested to do so in writing by the Owner or by the Engineer on behalf of the Owner, and shall promptly replace him with a competent person reasonably acceptable to the Owner, at no increase in the Contract Sum or Contract Time.

The Contractor shall not replace such superintendent without the prior written approval of the Engineer.

The Contractor shall retain a competent engineer or surveyor who shall establish sufficient lines and grades for the Work.

The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the storage of materials.

The Contractor shall arrange for and attend job meetings with the Engineer and such other persons as the Engineer and the Owner may from time to time wish to have present. The Contractor shall be represented by a principal, or project manager, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Engineer. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

The Contractor warrants that its financial condition is sound and that the Contractor shall be capable of obtaining any bonds required by the Contract Documents. The Contractor shall promptly advise the Owner of any occurrence, event, fact, or other matter that has had or will have a materially adverse effect upon the financial condition of the Contractor.

The Contractor hereby represents and warrants to the Owner that the Contractor is a business entity which is experienced and skilled in the construction of projects of the type described in the Contract Documents, is licensed to engage in the general construction business in the Commonwealth of Massachusetts, and is in compliance with all applicable governmental laws and regulations and all case law relative thereto.

Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the Owner, the Engineer and the Contractor and shall at once report to the Engineer any error, inconsistency or omission the Contractor may discover. Any necessary change shall be ordered as provided in the Contract Documents. If the Contractor proceeds with the Work without such notice to the Engineer, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents the Contractor could have discovered such errors, inconsistencies or omissions the Contractor shall bear all costs arising therefrom."

SC-6.02-B In paragraph 6.02-B of the General Conditions, in the seventh line, insert “prior” between “Owner’s” and “written”.

SC-6.05-A Delete paragraph 6.05-A of the General Conditions, in its entirety and insert in its place the following:

“Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials.” Statutory reference M.G.L. c. 30, §39M(b)

SC-6.05-A.2.d.2) and 3) In paragraphs 6.05-A.2.d.2) and 3) of the General Conditions, delete the first word “will” and insert in its place the word “shall”.

SC-6.05-B In paragraph 6.05-B of the General Conditions, in the sixth line, insert “in advance, in writing,” between “approved” and “by”.

SC-6.05-F Add the following language to the end of paragraph 6.05-F of the General Conditions.

"Contractor shall submit to the Engineer for review, drawings to scale, showing the effect this substitute will have upon the adjoining materials, piping, equipment, etc., at no additional cost to the Owner."

SC-6.06-B Add the following to the end of paragraph 6.06-B of the General Conditions: “The Contractor shall be required to submit to the Owner a list of Subcontractors it intends to use at a certain date to be specified by the Owner. The Contractor shall not use any Subcontractor to which the Owner objects and to which the Owner provides written notice of such objection to the Contractor.”

SC-6.06-C.2 In paragraph 6.06-C.2 of the General Conditions, in the first line, delete the words "anything in the Contract Documents".

SC 6.07-B Delete paragraph 6.07-B of the General Conditions in its entirety and insert in its place the following:

"To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and the Engineer and all of their officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the Contractor's or subcontractors' infringement of patent rights or copyrights incident to the use in the performance of the Work of, or resulting from the Contractor's or subcontractors' incorporation of, any invention, design, product or device not specified in the Contract Documents.

Neither the Town of Natick, nor the Engineer, nor any of their officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or shall incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the Contractor's or a subcontractor's infringement of patent rights or copyrights incident to the use in the performance of the Work of, or resulting from the Contractor's or a subcontractor's incorporation of, any invention, design, product or device not specified in the Contract Documents.

Nothing herein shall modify the Contractor's general indemnification obligations, as set forth in this Agreement."

SC-6.08 Delete paragraph 6.08 of the General Conditions in its entirety and insert in its place the following:

"It is the specific responsibility of the Contractor to make, in proper and timely fashion, all necessary notifications to relevant federal, state, and local governing bodies and to obtain and comply with the provisions of all permits, inspections or applications required by the work specified, as well as to make all required submittals required under those auspices. The Contractor shall indemnify the Owner from, and pay for all claims resulting from, failure to adhere to these requirements. The Contractor shall promptly provide the Engineer and the Owner with reproductions of all permits, licenses and permissions.

The Owner has waived the building permit fee only for this Project. All other pertinent permit and inspectional service fees shall apply.

The Contractor shall pay the then current inspection fee to the Town of Natick for all inspections required by state and local codes, and required by the Town of Natick.

The Contractor shall pay all charges of utility companies for connections to the Work. The Contractor shall be aware of, observe and comply with all laws, ordinances, regulations, orders, permits, licenses, etc., and shall conduct his operations in compliance thereto, and shall indemnify the Owner and Engineer from any claim or liability arising from, or based upon a violation of same."

SC-6.09-A Delete paragraph 6.09-A of the General Conditions in its entirety and insert in its place the following:

"The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein."

SC-6.10-A In the third and fourth lines of paragraph 6.10-A of the General Conditions delete the words Place of the Project" and insert in their place the words "Commonwealth of Massachusetts".

SC-6.10 Add the following language at the end of paragraph 6.10-A of the General Conditions:

The Town is exempt from Commonwealth of Massachusetts sales tax. M.G.L. c.64, §6(h) exempts "sales of building materials and supplies to be used in the construction, reconstruction, alteration, remodeling or repair of (1) any building structure, public highway, bridge or other public works owned by or held in trust for the benefit of any governmental body or agency mentioned in paragraph (d) and used exclusively for public purposes; (2) any building or structure owned by or held in trust for the benefit of any corporation, foundation, organization or institution described in paragraph (e) and used exclusively in the conduct of its religious, scientific, charitable or educational purposes; and (3) any building, structure, residence, school or other facility included under any written contract dated on or after January 1, 1985 arising out of or related to the Massachusetts Port Authority residential and school soundproofing programs, notwithstanding whether such building, structure, residence, school or other facility is owned by or held in trust for the benefit of the Massachusetts Port Authority or is used exclusively for public purposes; provided, however, that such governmental body or agency or such corporation, foundation, organization or institution shall have first obtained a certificate from the Commissioner stating that it is entitled to such exemption and the vendor keeps a record of the sales price of each such separate sale, the name of the purchaser, the date of each such separate sale and the number of such certificate. In this paragraph the words "building materials and supplies" shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge or other such public work, as well as such materials and supplies physically incorporated therein. Said terms shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the site of any such tax exempt project or while being used exclusively for the transportation of materials for any such tax exempt project." M.G.L. c.64I, §7 exempts from use tax "Sales exempt from the taxes imposed under chapter sixty-four H; provided, however, that in the case of the purchase of any motor vehicle or trailer, as defined in section one of chapter ninety, or any boat or airplane, other than from a vendor who is regularly engaged in the business of making sales at retail of such motor vehicles, trailers, boats or airplanes, the receipts from which are exempt from the tax imposed under said chapter sixty-four H, the purchaser thereof, except when said purchaser is the spouse, mother, father, brother, sister or child of the seller, shall pay the tax imposed by this chapter". The Contractor shall not pay, and the Town shall not reimburse or pay the Contractor or any other party, either directly or indirectly, for this or any other tax for which an exemption is provided under law. The Town will provide a state sales tax exemption number to the Contractor for use with response to this Project."

SC-6.11 Delete paragraph 6.11-A of the General Conditions in its entirety and insert in its place the following:

"The right of possession of the premises shall remain at all times in the Owner.

The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine the Contractor's apparatus, the storage of materials and the operations of the Contractor's workmen to limits indicated by Laws and Regulations, the Contract Documents, permits, and/or directions of the Engineer and shall not unreasonably encumber the premises with the Contractor's materials. The Owner shall not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

The Contractor shall at all times maintain a safe workplace, in full compliance with all federal, state, and local health and safety Laws and Regulations and shall indemnify and hold the Owner, the Engineer and the Construction Manager harmless from and against any and all liability, loss, damage or expense arising from Contractor's failure to do so.

The Contractor shall use only areas specifically assigned by the Owner for parking, storage of materials and construction operations and shall comply with all local municipal regulations regarding use of and parking on public ways.

The Contractor shall repair any and all streets, drives, curbs, sidewalks, and landscaping which are disturbed by construction operations and shall leave them in as good condition after completion of the Work as they were in before commencement of the Work.

The Contractor shall not place or maintain, or allow to be placed or maintained, on or about the Project site any advertising matter, sign, bill, poster, or billboard of any kind, except those required by law or the Contract Documents, without the prior written consent of the Owner."

SC-6.12 Delete paragraph 6-12 of the General Conditions in its entirety and insert in its place the following:

"The Contractor shall maintain a record set of Contract Documents which shall record all deviations from the Drawings and Specifications and shall be updated in detail to reflect the actual progress of the Work. The Owner and the Engineer shall have free and complete access to such Contract Documents during the Work. Upon Substantial Completion, the Contractor shall furnish to the Owner through the Engineer one set of "as built" plans in such form as the Owner shall require. The Contractor shall also maintain a record set of the Specifications, Addenda, Change Orders and other Modifications in good order and marked and annotated currently to record changes made during the Work. Record documents in relation thereto shall be in compliance with M.G.L. Chapter 30, Section 39R."

SC-6.13 Delete paragraphs 6.13-B and 6.13-C of the General Conditions in their entirety.

SC-6.19 In paragraph 6.19-A of the General Conditions insert at the beginning of the second sentence the words "Owner and".

SC-6.20 Delete paragraph 6.20 of the General Conditions in its entirety and insert in its place the following:

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

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

SC-6.21 In paragraph 6.21-A of the General Conditions, delete the words "or unless such services are required to carry out contractor's responsibilities for construction means, methods, techniques, sequences and procedures"

SC-6.22 Insert the following new paragraph 6.22 in the General Conditions:

"SC-6.22 *Miscellaneous*

6.22-A The Contractor shall give the Engineer timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. The Contractor shall not proceed with any Work not clearly and consistently defined in the Contract Documents, but shall request additional drawings or instructions from the Engineer. If the Contractor proceeds with such Work without obtaining

further Drawings, Specifications or instructions, the Contractor shall correct Work incorrectly done at the Contractor's own expense. The Contractor shall give continuous attention to the faithful prosecution of the Work and shall keep the same under its personal control. It shall be responsible for all the acts and omissions of its employees, subcontractors, and of all persons directly or indirectly employed by it in connection with the prosecution of this Work.

6.22-B The Contractor may submit Requests For Information to the Engineer to help facilitate the Contractor's performance of the Contract. Prior to submitting each Request for Information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, Owner-provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

Each Request for Information shall be submitted to the Engineer, in writing, on such form and with such accompanying information as the Engineer may require for such purpose. Each Request for Information shall identify the specific sources which were reviewed by the Contractor in its efforts to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

The Contractor shall submit each Request for Information sufficiently in advance of the date by which such information is required in order to allow the Engineer sufficient time, in the Engineer's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest Construction Schedule. The Contractor shall maintain a log at the Project site that sequentially numbers and lists each Request For Information. This log shall also contain the Drawing reference or Specification section to which the request pertains, the date of request, to whom the request was made, by whom the request was made, the nature of the request, and the Engineer's resolution thereof. This log shall be updated weekly by the Contractor and reviewed at each Project meeting, and the resolution of requests for information shall be made part of the minutes of such meetings.

The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for responding to Contractor's Requests for Information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or project correspondence or documentation.

6.22-C The Contractor shall be responsible to the Owner for the acts and omissions of all entities or persons performing or supplying the Work regardless of tier.

6.22-D The Contractor shall furnish sufficient forces, plant and equipment as may be necessary to insure the progress of the Work in accordance with the Project Schedule. If, in the opinion of the Owner, the Contractor has fallen behind the Project Schedule, the Contractor shall submit its bid demonstrating the manner in which the desired rate of progress may be increased and shall take such steps, at the Contractor's own cost, as may be necessary to meet the Project Schedule. It shall be the responsibility of the Contractor to maintain its schedule so as not to delay the progress of the Work or the scheduled work of separate Contractors.

6.22-E The Contractor shall be solely responsible for properly laying out the Work, and for all lines, elevations and measurements for all of the Work. It shall verify the figures shown on the Drawings before laying out the work and will be responsible for any error or inaccuracies resulting from its failure to do so. In the event that the Contractor shall, while laying out the Work, become aware of (i) any conflicts among or between the Drawings, the Specifications or any Modification to the Drawings or the Specifications and the actual layout of the Work, or (ii) any conflicts or inconsistencies in the Drawings and Specification themselves, it shall promptly notify the Engineer, without whose instructions the Contractor shall not adjust the matter except at his own risk.

6.22-F If this Project requires the containment, abatement or removal of asbestos or material containing asbestos, lead or waste containing lead-based paint, the Contractor shall ensure that the person or entity performing the asbestos or lead related services is licensed pursuant to applicable State laws and regulations.

6.22-G Chemical waste shall be stored in corrosion resistant containers, removed from the Project site, and disposed of not less frequently than every three weeks unless directed otherwise. Disposal of chemical waste shall be in accordance with requirements of the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection (DEP). Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants to be discarded or burned shall be disposed of in accordance with approved procedures meeting all applicable Federal, State and Local regulations. In the event of an oil or hazardous materials spill large enough to violate Federal, State or Local regulations, the Contractor shall notify the Engineer immediately. The Contractor shall be responsible for immediately cleaning up any oil or hazardous waste spills resulting from its operations. Any costs incurred in cleaning up any such spills shall be borne exclusively by the Contractor.

The Contractor shall be solely responsible for compliance with laws and regulations governing the handling, storage, use or disposal of hazardous materials or wastes used, stored, generated or disposed of in connection with construction of the Work and shall obtain all permits and approvals, give all required notices, and observe all applicable procedures prescribed by the EPA,

DEP or other governmental authorities having jurisdiction with respect to such activities. At the Owner's request, the Contractor shall properly furnish the Owner with evidence satisfactory to the Owner demonstrating the Contractor's compliance with such procedures, the giving of such notices, and the issuance of such permits and approvals.

6.22-H The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

6.22-I The Contractor shall at all times protect excavations, trenches, adjacent buildings and materials from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin, and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

6.22-J The Contractor shall be responsible for all security measures necessary and appropriate to protect the Work area until acceptance by the Owner to assure that the Work, and all materials and equipment stored at the Site, are fully and completely protected against loss or damage due to vandalism, theft, or malicious mischief. The Contractor shall not use guard dogs for this purpose unless authorized in advance in writing by the Owner. If the Owner approves the use of guard dogs, each dog shall at all times be accompanied by an adult handler.

6.22-K The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging, and hoisting equipment and for temporary shoring, bracing, and tying.

6.22-L The Contractor shall furnish on site all personal protective equipment as required, approved first aid supplies, the name of its first-aid attendant, and a posted list of emergency facilities.

6.22-M No unauthorized visitors shall be allowed on the work site without permission from the Contractor.

6.22-N The Contractor shall employ labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes. The Contractor, in the event of a labor dispute including strikes, shall take whatever action is required at no expense to the Owner to prevent the disruption of the work. The Contractor shall also not permit employment of any person who is not of good character and morals nor permit disorderly or indecent conduct on the job site. He shall not permit the

consumption of alcoholic beverages or illegal drugs on the job site nor permit any employment or person under his supervision or control to be under the influence thereof."

6.22-O (Statutory reference: M.G.L. c.149, §§30 and 34)
No laborer, worker, mechanic, foreman or inspector working within this Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight (48) hours in any one week, or more than six (6) days in any one (1) week, except in cases of emergency.

6.22-P (Statutory reference: M.G.L. c.149,§25)
Every employee under this Contract shall lodge, board and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

6.22-Q (Statutory Reference: M.G.L. c.149,§34B)
The Contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town."

6.22-R The Contractor is solely responsible for the proper and safe operation and maintenance of all utility systems within the construction limits, whether these are supplied by the Owner's distribution system or otherwise, until the work is accepted by the Owner, and until the Owner has notified the Contractor that other arrangements have been made. The Contractor shall maintain and operate appurtenances within the construction area which serve the distribution system, subject to periodic inspection by the Owner's operating personnel. Inspection by any representative or personnel of the Owner shall not relieve the Contractor of his responsibilities in connection with operation and maintenance of these facilities and equipment. The Contractor shall provide the Owner at least seventy-two (72) hours' advance notice of the Contractor's desire to extend, connect, disconnect, or turn on or off any steam, electric, water, or other service from the Owner's supply systems. The actual operation shall be witnessed and approved by an authorized representative of the Owner. All plumbing, heating, and electrical work, including installation of equipment, and other work to be performed by the Contractor, shall be carried out without interference with the Owner's normal operation. Where any work requires interruption of any service, the Contractor shall make advance arrangements with the Owner for dealing with and minimizing such interruption.

6.22-S The Contractor agrees to procure materials, equipment, labor and supplies from such sources and to perform all Work on the Project with labor,

material suppliers and Subcontractors that will work harmoniously with the Owner's employees, employees of other contractors employed by the Owner, and with other elements of labor involved in the construction of the Project or the operation of the building in which the Project is located, including, without limitation, any tenant improvement work contractors engaged by Owner or any tenants of Owner."

6.22-T Weather Protection Devices – Pursuant to M.G.L. Chapter149, Section 44G(D), the Contractor shall install weather protection devices and shall furnish adequate heat in the area so the work is protected during the months of November through March.

ARTICLE 7 – OTHER WORK AT THE SITE

SC-7.01 and
SC-7.02 and
SC-7.03 Delete paragraphs 7.01, 7.02 and 7.03 of the General Conditions in their entirety except for the first sentence in paragraph 7.01(A).

ARTICLE 8 - OWNER'S RESPONSIBILITIES

SC-8.06 In paragraph 8.02-A of the General Conditions, in the second and third 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, to the extent applicable, which provides:

Within fifteen (15) days (thirty (30) days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the

awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction,

reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each 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 WAGE RATES

19.07 -A The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum prevailing wage rates established in compliance with laws, including without limitation M.G.L. c.149, §26-27G, shall be a part of these Contract Documents. Copies of Federal and/or State wage schedules are included at the end of Part I of these Supplementary Conditions. If, after the Notice to Proceed, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such wages as shall be determined by the officials administrating the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person on such trade or occupation. Contractor shall notify Owner of his intention to employ persons in trades or occupations not classified in sufficient time for Owner to obtain approved rates for such trades or occupations.

19.07-A.1. The schedules of wages referred to above are minimum rates only, and Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of these specified in the schedules shall be adjusted by Contractor.

19.07-A.2 The said schedules of wages shall continue to be the minimum rates to be paid during the life of the Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the Work.

19.07-A.3 Federal and/or State schedule of minimum prevailing wage rates are included in Part I of these Supplementary Conditions. Where rates differ, the higher rates shall apply as a minimum for that trade.

19.07-A.4 The Contractor shall submit weekly payroll records to the Owner during the progress of the Contract, for each day work is performed and keep them on file for three (3) years.

19.07-A.5 The Contractor should obtain a schedule of minimum prevailing wage rates for every public building construction project from the Owner. It is the Owner's responsibility to ensure that a copy of the wage schedule is provided to all Contractors from whom estimates or bids are solicited for all projects. The Department of Labor and Workforce Development <u>will not</u> issue wage schedules directly to contractors or employees.

19.07-A.6 Once a wage schedule has been issued for a project by the Department of Labor and Workforce Development, it will remain in effect for the entire project. Appeals of wage determinations or classifications of employment may be made to the Department of Labor and Workforce Development Commissioner.

19.07-A.7 A wage schedule issued for a project may not be issued on any other project. If, by chance, the Owner fails to provide a wage schedule to use when figuring your bid, do not use one from another project. In this case, the Contractor should contact the Department of Labor and Workforce Development immediately and urge the Owner to contact the Department of Labor and Workforce Development to correct the oversight.

19.07-A.8 The failure of the Owner to provide a wage schedule does not excuse the Contractor from paying the minimum prevailing wage rate.

19.07-A.9 The Attorney General's Division of Fair Labor & Business Practices enforces the minimum prevailing wage law. All bids shall reflect minimum prevailing wage rates. CONTRACTORS may be required by an awarding authority to "demonstrate how they could complete the project and comply with Mass. Gen. Laws". The Division issued an "Advisory" discussing these and other points. For a copy, please contact the Attorney General's Office.

19.07-A.10 Minimum prevailing wages shall be paid to all employees on public building construction projects regardless of whether they are employed by the General Contractor, a filed sub-bidder or any sub-contractor. The minimum prevailing wage applies equally to unionized and non-unionized workers.

19.07-A.11 All employees who perform work on a public building construction project shall be paid hourly according to the wage schedule issued for the particular project.

19.07-A.12 The wage schedule issued for each project is in effect for the duration of that project. All wage increases listed on the schedule shall be paid on the specified dates.

19.07-A.13 Contractors are limited in the deductions that can be made from the hourly rate (represented as the "total rate" on the wage schedules). Only contributions to the following plans may be deducted:

- Health and Welfare
- Pension
- Supplementary Unemployment

All contributions shall be made to bona fide plans.
19.07-A.14 If the Contractor contributes to any, or all, of the above plans, it may deduct the hourly amount contributed from the "total rate". If the Contractor does not contribute to any of the benefit plans listed above, then the hourly rate of pay will be the "total rate" from the wage schedule.

19.07-A.15 All other deductions, including but not limited to the following, may not be subtracted from the employee's hourly minimum prevailing wage rate:

- Vacation Time
- Sick Time
- Training Funds
- Charitable Contributions
- Workers Compensation
- Unemployment Insurance
- Uniforms

19.07-A.16 Overtime, which shall be paid to all employees who work more than forty (40) hours per week, shall be at least time-and-one-half the base rate ("total rate" less benefits, if any).

19.07-A.17 Any "separate check" given to any employee as the "benefit portion" of the minimum prevailing wage may not be treated differently than the check for "base wages". All "separate checks" are considered wages and subject to state and federal taxes, unemployment insurance and worker's compensation requirements.

19.07-A.18 A reporting form is sent along with each wage schedule that may be used. Each report shall contain at least: the employee's name, address, occupational classification, hours worked and wages paid. Do not submit weekly payroll reports to the Department of Labor and Workforce Development.

19.07-A.19 After the Contractor completes its portion of the public building construction project, the Contractor shall submit a Statement of Compliance to the Department of Labor and Workforce Development. A Statement of Compliance form is also sent along with each wage schedule issued.

19.07-A.20 Apprentices shall be registered with the Division of Apprentice Training (DAT). All persons not registered with DAT shall be paid the "total rate" listed on the wage schedule. An apprentice sheet showing percentages based on the apprentice steps is included with all wage schedules.

19.07-A.21 Failure to pay the minimum prevailing wage subjects the Contractor to potential civil and criminal liability.

"SC-19.08-A If any provision of the Contract Documents is determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

SC-19.09-A All provisions of law required to be inserted in the Contract Documents shall be and are inserted herein. If any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract Documents shall be changed by the Owner, at no increase in contract sum or contract time, so as to strictly comply with the law and without prejudice to the rights of either party herein.

SC-19.10-A No forbearance or indulgence in any form or manner by the Owner shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Owner. No waiver by the Owner of any default or breach shall constitute a waiver of any subsequent default or breach.

SC-19.11-A Attorney's Fees. In the event that any legal or equitable action, suit, or claim, counter-claim, cross-claim, or third-party claim of any kind relating to the Contract is filed, pleaded or initiated by the Owner or Contractor against the other party to the Contract, which results in a judgment, award or order of any kind in favor of the Owner, the Contractor shall be responsible for all reasonable costs, expenses, attorney's fees and expert witness fees incurred by the Owner in filing, prosecuting, maintaining, appealing or defending against such action, suit, or claim, counter-claim, cross-claim, or third-party claim.

SC-19.12-A Any cause of action which the Owner may have in connection with Work shall be deemed to accrue only when the Owner has obtained actual knowledge of the act of omission which gives rise to the cause of action, not before.

SC-19.13-A No officer, member of a board, commission or committee, employee or agent of the Owner shall be personally or individually liable to the Contractor with respect to the Contract or the Work. Each subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under the subcontract.

SC-19.14-A The Contract may be amended only by written Contract of the parties.

SC-19.15-A The Contract may not be assigned by the Contractor without the prior written assent of the Owner."

Insert a new Article 20 in the General Conditions, as follows:

ARTICLE 20: ADDITIONAL PROVISIONS

20.01 Certification of Tax Compliance - By entering into an Contract with the Owner, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. Chapter 62C, Section 49A(b), that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, to the reporting of employees and Contractors, and to the withholding and remitting of child support.

20.02 Conflict of Interest - The Contractor understands that the Massachusetts

Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under the Contract. The Contractor and its officers, employees, agents, Subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

20.03 Non-Collusion - By entering into the Contract with the Owner, the Contractor certifies under penalties of perjury that its bid has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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

20.05 Additional Statutory Incorporations - The provisions of M.G.L. Chapter 149, Sections 34 (Public contracts; stipulation as to hours and days of work; void contracts), 34A (Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute), and 34B (Contracts for public works; wages for reserve police officer) shall hereby be incorporated into this Contract by reference.

ARTICLE 21: MINIMUM PREVAILING WAGE RATES

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

SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

PART II

DESCRIPTION

1. Commonwealth of Massachusetts Provisions
Chapter 30 M.G.L. Section 39F
Chapter 30 M.G.L. Section 39G
Chapter 30 M.G,L. Section 39K
Chapter 30 M.G.L. Section 39M
Chapter 30 M.G.L. Section 39N
Chapter 30 M.G.L. Section 39O
Chapter 30 M.G.L. Section 39P
Chapter 30 M.G.L. Section 39R
Chapter 149 M.G.L. Section 25
Chapter 149 M.G.L. Section 26
Chapter 149 M.G.L. Section 34
Chapter 149 M.G.L. Section 34A
Chapter 149 M.G.L. Section 34B
Chapter 149 M.G.L. Section 44A
Chapter 149 M.G.L. Section 44G(D)

Change Order Form

SUPPLEMENTARY CONDITIONS

PART II - STATE AND LEGAL GOVERNMENT PROVISIONS

State and Local Government provisions included herein, have been selected from those to which specific references have been made elsewhere in the Contract Documents. Each and every other provision of law or clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and our provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

1.0 State Government Provisions were current as of February 6, 2017.

1.1 Contractor and Owner agree that the following provisions of the Commonwealth of Massachusetts apply to the work to be performed under this Contract, and that these provisions supersede any conflicting provisions of said Contract.

1.1.1 CHAP. 30 M.G.L, SECTION 39F

Construction contracts; assignment and subrogation; Subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts

(1) Every contract awarded pursuant to sections forty four A to L, inclusive of chapter one hundred and forty nine, shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the General Contractor and each Subcontractor.

(a) Forthwith after the General Contractor receives payment on account of a periodic estimate, the General Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.

(b) Not later than the sixty fifth day after each Subcontractor substantially completes his work in accordance with the Plans and Specifications, the entire balance due under the subcontract less amounts retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the Subcontractor; and the Awarding Authority shall pay that amount to the General Contractor. The General Contractor shall forthwith pay to the Subcontractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.

(c) Each payment made by the Awarding Authority to the General Contractor pursuant to sub paragraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a Subcontractor shall be made to the General Contractor for the account of that Subcontractor; and the Awarding Authority shall take reasonable steps to compel the General Contractor to make each such payment to each such Subcontractor. If the Awarding Authority has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the General Contractor or which is to be included in a payment to the General Contractor for payment to the Subcontractor as provided in sub paragraphs (a) and (b), the Awarding Authority shall act upon the demand as provided in this section.

(d) If, within seventy (70) days after the Subcontractor has Substantially Completed the subcontract work, the Subcontractor has not received from the General Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the Subcontractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority, and a copy shall be delivered to or sent by certified mail to the General Contractor at the same time. The demand shall contain a detailed breakdown of the balanced due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after Substantial Completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract work. Within ten (10) days after the Subcontractor has delivered or so mailed the demand to the Awarding Authority and delivered or so mailed a copy to the General Contractor, the General Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor and of the amount due for each claim made by the General Contractor against the Subcontractor.

(e) Within fifteen (15) days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth day after Substantial Completion of the subcontract work, the Awarding Authority shall make direct payment to the Subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount (i) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the General Contractor in the sworn reply; provided, that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The Awarding Authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this sub paragraph.

(f) The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the General Contractor and the Subcontractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the General Contractor and the Subcontractor and shall notify the General Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the General Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the General Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the General Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the Awarding Authority to the General Contractor to the extent of such payment.

(h) The Awarding Authority shall deduct from payments to a General Contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the General Contractor.

(i) If the Subcontractor does not receive payment as provided in subparagraph (a) or if the General Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the Subcontractor may demand direct payment by following the procedure in subparagraph (d) and the General Contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the General Contractor. Thereafter the Awarding Authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a Subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty nine of chapter one hundred forty nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the Awarding Authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all Subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty four A to forty four H, inclusive, of chapter one hundred forty nine shall mean a person

who files a sub bid and receives a subcontract as a result of that filed sub bid or who is approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the General Contractor, (ii) for contracts awarded as provided in Paragraph (a) of section thirty nine M of chapter thirty shall mean a person approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the General Contractor, and (iii) for contracts with the Commonwealth not awarded as provided in forty four A to forty four H, inclusive, of chapter one hundred forty nine shall also mean a person contracting with the General Contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars ($5,000.00).

(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.

(e) The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

1.1.5 CHAP. 30 MGL SECTION 39N

Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an Awarding Authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the Contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the Contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor; or upon its own initiative, the contracting authority shall make an investigation of

such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

1.1.6 CHAP. 30 MGL SECTION 39O

Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the General Contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the General Contractor against the Awarding Authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the General Contractor or the Subcontractor may have against each other.

(a) The Awarding Authority may order the General Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided however, that if there is a suspension, delay or interruption for fifteen (15) days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The General Contractor must submit the amount of a claim under provision (a) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty (20) days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

1.1.7 CHAP. 30 MGL SECTION 39P

Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the Awarding Authority, or any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty (30) days after the written submission for decision; but if such decision requires extended investigation and study, the Awarding Authority, the official, architect or engineer shall, within thirty (30) days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty (30) day period and the date by which the decision will be made.

1.1.8(a) CHAP. 30 MGL SECTION 39R

Definitions; contract provisions; management and financial statements; enforcement

(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive of chapter one hundred and forty-nine which is for an amount or estimated amount greater than one hundred thousand dollars ($100,000.00).

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars ($100,000.00).

(3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

(4) “Independent Certified Public Accountant” means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant’s independence shall not be confined to the relationships existing in connection with the filing of reports with the Awarding Authority.

(5) “Audit”, when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

(6) “Accountant’s Report”, when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant’s report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the Contractor.

(7) “Management”, when used herein, means the chief executive officers, partners, principals or other persons or persons primarily responsible for the financial and operational policies and practices of the Contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The Contractor shall make, and keep for at least six (6) years after final payment, books, records, and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor, and

(2) until the expiration of six (6) years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of his Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his Subcontractors, and

(3) if the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Awarding Authority including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) if the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) if the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every Contractor awarded a contract shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

(1) transactions are executed in accordance with management's general and specific authorization;

(2) transactions are recorded as necessary

i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. to maintain accountability for assets;

(3) access to assets is permitted only in accordance with management's general or specific authorization; and

(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every Contractor awarded a contract shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to:

(1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every Contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the Awarding Authority upon request.

(e) The Office of Inspector General, the Commissioner of Capital Asset Management and Maintenance and any other Awarding Authority shall enforce the provisions of this section. The Commissioner of Capital Asset Management and Maintenance may after providing an opportunity for the Inspector General and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all Awarding Authorities. A Contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

1.1.9 CHAP. 149 MGL SECTION 25

Lodging, board and trade of public employees; statute part of employment contract

Every employee in public works shall lodge, board and trade where and with whom he elects, and no person or his agents or employees under contract with the Commonwealth, a County, City or Town, or with a Department, Board, Commission or Officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the Contract for such employment.

1.1.10 CHAP. 149 MGL SECTION 26

Public works; preference to veterans and citizens; wages

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six (6) months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4 and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six (6) months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or sub-contracting for such works, shall give preference to veterans and citizens who are residents of such county, town, authority or district and, within such preference, preference shall be given to service-disabled veterans. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two (2) or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided further, that in towns where no such rate or rates have been so established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town, authority or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand dollars ($1,000.00) are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Permanent and temporary laborers employed by the state department of highways and by the metropolitan district commission shall receive such salary or compensation as may be fixed under and in accordance with sections forty-five to fifty inclusive of chapter thirty.

1.1.11 CHAP. 149 MGL SECTION 34

Public contracts; stipulation as to hours and days of work; void contracts

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the Commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the Commonwealth, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty eight (48) hours in any one (1) week, or more than six (6) days in any one (1) week, except in cases of emergency, or, in case any town subject to section thirty one is a party to such a contract, more than eight (8) hours in any one day, except as aforesaid; provided, that in contracts entered into by the Department of Highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said Department, or any Contractor or Subcontractor for said Department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight (8) hours in any one (1) day in such construction or reconstruction when, in the opinion of the Commissioner, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

1.1.12 CHAP. 149 MGL SECTION 34A

Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute

Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the Commonwealth or any political subdivision thereof shall contain stipulations requiring that the Contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty two to all persons to be employed under the contract, and that the Contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the Commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor. The superior court shall have jurisdiction in equity to enforce this section.

Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars ($100.00) or by imprisonment for six 6) months, or both; and, in addition, any Contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the Commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

1.1.13 CHAP. 149 MGL SECTION 34B

Contracts for public works; wages for reserve police officer

Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the Commonwealth or any political subdivision thereof shall contain stipulations requiring that the Contractor shall pay to any reserve police officer employed by him in any City or Town the prevailing rate of wage paid to regular police officers in such City or Town.

1.1.14 CHAP.149 MGL SECTION 44A

Section forty-four A. (1) The words defined in this section shall have the meaning set forth below whenever they appear in sections forty-four A through forty-four H, inclusive, of this chapter unless indicated otherwise or unless the context in which they are used clearly requires a different meaning.

"Commissioner", means the commissioner of the division of capital asset management and maintenance or his designee.

"Public Agency" means a department, agency, board, commission, authority, or other instrumentality of the commonwealth or political subdivision of the commonwealth, or two or more subdivisions thereof but not including the Massachusetts Bay Transportation Authority;

"Responsible" means demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of section forty-four D of this chapter;

"Eligible" means able to meet all requirements for bidders or offerors set forth in sections forty-four A through forty-four H of this chapter and not debarred from bidding under section forty-four C of this chapter or any other applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

"Modular Building", a pre-designed building or units of a pre-designed building assembled and equipped with internal plumbing, electrical or similar systems prior to movement to the site where such units are attached to each other and such

building is affixed to a foundation and connected to external utilities; or any portable structure with walls, a floor, and a roof, designed or used for the shelter of persons or property, transportable in one or more sections and affixed to a foundation and connected to external utilities.
"Procurement", buying, purchasing, or otherwise acquiring and installing a modular building, and all functions that pertain to the acquisition and installation of a modular building, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

"Proprietary environmental technology systems", systems, in the Town of Natick, including solid waste related equipment, supporting structures, and buildings, designed, manufactured, and produced under exclusive individual right to sell such product, pertaining to solid waste related environmental protection or remediation. Such systems shall include, but not be limited to, sequential, turnkey, construction management, design/build procurement, and the phasing of such procurement, including approval of design and construction stages as separate or combined phases.

(2)(A) (A) Every contract or procurement for the construction, reconstruction, installation, demolition, maintenance or repair of a building by a public agency estimated to cost less than $10,000 shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The public agency shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. A public agency that utilizes a vendor on a statewide contract procured through the operational services division of the commonwealth, or a blanket contract procured by the public agency pursuant to this subsection, shall be deemed to have obtained the contract through sound business practices.

(B) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building estimated to cost not less than $10,000 but not more than $50,000 shall be awarded to the responsible person offering to perform the contract at the lowest price. The public agency shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the public agency and the time period within which the work shall be completed. The public agency shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response. A public agency may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this paragraph.

A public agency may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than $50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to either section 39M of chapter 30 or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over $50,000. For purposes of this paragraph, the term "public notification" shall include, but not be limited to, posting at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the public agency, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the public agency; provided, however, that if the public agency obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the public agency, public notification is not required.

(C) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than $50,000 but not more than $150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read in accordance with the procedure set forth in said section 39M of said chapter 30. The term "pumping station" as used in this section shall mean a building or other structure which houses solely pumps and appurtenant electrical and plumbing fixtures.

(D) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than $150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible general bidder on the basis of competitive bids in accordance with the procedure set forth in section 44A to 44H, inclusive.

(E) When the general court has approved the use of an alternative mode of procurement of construction for a project pursuant to section seven E of chapter twenty-nine, the awarding authority responsible for procuring construction services for the project shall follow the policies and procedures of this section and of section forty-four B to 44H, inclusive, to the extent compatible with the mode of construction procurement selected.

(F) Notwithstanding paragraph (E), a public agency may undertake the procurement of modular buildings, in accordance with section forty-four E. A public agency may procure site work for modular buildings, including but not limited to, construction of foundations, installations, and attachment to external utilities, or any portion of site work, either in combination with the procurement of modular buildings pursuant to section 44E or on the basis of competitive bids pursuant to the paragraph (E). Notwithstanding the paragraph (E), a public agency may procure energy management services in accordance with section eleven C of chapter twenty-five A and regulations promulgated thereunder.

(3) The award of every such contract in connection with which approval by an officer, board or agency of the federal government is required shall be made within thirty days, Saturdays, Sundays and legal holidays excluded, after such approval; and the award of every contract subject to this section in connection with which approval by an officer, board or agency of the federal government is not required shall be made within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids therefor. If the bidder selected as the general contractor fails to perform his agreement to execute a contract in accordance with the terms of his bid and furnish a performance bond and also a labor and materials or payment bond as stated in his bid in accordance with section forty-four E, an award shall be made to the next lowest responsible and eligible bidder, subject to the provisions of sections forty-four A to forty-four H, inclusive, of this chapter. The thirty-day time limit shall not be applicable to a second or subsequent award made after expiration of the time limit with the consent of said next lowest responsible and eligible bidder, and made because the original award made within the time limit was invalid, or because the bidder failed to execute the contract or to provide a performance bond and labor and materials or payment bond.

(4) In cases of extreme emergency, the awarding authority may, with the prior approval of the commissioner, award a contract for that portion of the work necessary to preserve the health or safety of persons or property or to alleviate an imminent security threat on the basis of such competitive bids or proposals as it can obtain in time to care for the extreme emergency and without public opening of the bids or proposals. Where the nature of the emergency prevents the awarding authority from obtaining the prior approval of the commissioner, the awarding authority may contract for the necessary work without said prior approval; provided, however, that the approval of the commissioner shall still be sought at the earliest possible time; and provided, further, that if the commissioner at that time fails to approve the emergency determination the awarding authority shall promptly cease all work for which the emergency determination was denied. In such cases, the contractor shall be entitled to payment for the fair value of the labor and materials furnished prior to cessation of the work.

The commissioner shall maintain a record of all contracts awarded pursuant to this subsection, containing a description of the circumstances and the reasons for the commissioner's determination.

(5) (a) Notwithstanding the provisions of this section or any other general or special law to the contrary, a municipality may enter into a contract for proprietary environmental technology systems as defined in subsection (1) of this section without said contract being subject to the competitive bid process as set forth in sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven; this section and sections forty-four B to forty-four H, inclusive, of this chapter, and section thirty-nine M of chapter thirty; provided that the awarding authority meets the conditions set forth and receives the approvals required in paragraph (b) of this subsection.
(b) Prior to the issuance of any request for proposal with respect to the awarding of any contract pursuant to the provisions of paragraph (a) of this subsection, the awarding authority shall meet or obtain each of the following conditions or required approvals: (1) the municipality shall appoint qualified persons to conduct a thorough review of all available environmental technology, including both proprietary and non-proprietary environmental technology, and if the conclusion of this review is that a contract for proprietary environmental technology systems is in the public interest, such conclusion shall be supported by sound documented reasons in writing available for public inspection; (2) the city council, the board of selectmen, or the town meeting shall take a majority vote finding that it is in the public interest to enter into a contract for proprietary environmental technology systems, as defined in subsection (1) of this section, providing such vote is supported by the conclusion of the review conducted pursuant to condition (1); (3) both the attorney general and the commissioner of the department of environmental protection shall grant written approval; (4) said contract shall be subject to any limitation in the waiver of sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven, sections forty-four A to forty-four H of chapter one hundred and forty-nine, and section thirty-nine M of chapter thirty imposed by either the attorney general or the commissioner of the department of environmental protection as a condition for a grant of approval by said officers; and (5) every proprietary environmental technology systems contract shall be as compatible with sections thirty-eight A to thirty-eight O, inclusive, of chapter seven, sections forty-four A to forty-four H of chapter one hundred and 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.

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CHANGE ORDER FORM

Original Contract Price $_____

Previous Change Orders # $_____

Present Contract Price $_____

This Change Order # Increase/Decrease $_____

Total Adjusted Contract Price $_____

This Change Order changes the time of completion by ____ calendar Days.

The extended completion date is _____

This Change Order checked by _____
Engineer
Date

This Change Order requested by _____

This Change Order prepared by _____

Engineer

The undersigned agree to the terms of the Change Order.

_____

Contractor Date

_____

Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in the amount sufficient to cover the total cost of this Change Order is available.

_____

Town Accountant Date

Change Order Form (continued)

Public Entity _____

Project Number _____ Contract Number: _____

Change Order Number: _____

Contract Title:_____

_____

Owner's Name:_____

Owner's Address: _____

_____

Contractor's Name: _____

Contractor's Address: _____

_____

Description of Change

Reason for Change

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 . You are to substantially complete the work July 15, 2019. Contract completion date is therefore July 15, 2019.

OWNER: Town of Natick,
Massachusetts 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

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Natick, Massachusetts

Contract Number:

City/Town: NATICK

Description of Work: Construction of Navy Yard Park in the Town of Natick

Job Location: Mechanic Street, 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 *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)*	08/01/2017	$92.97	$9.90	$21.15	$0.00	$124.02
	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*	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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*	01/01/2017	$42.92	$6.97	$16.21	$0.00	$66.10

Apprentice - *BOILERMAKER - Local 29*

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	$27.90	$6.97	$10.54	$0.00	$45.41
2	65	$27.90	$6.97	$10.54	$0.00	$45.41
3	70	$30.04	$6.97	$11.35	$0.00	$48.36
4	75	$32.19	$6.97	$12.16	$0.00	$51.32
5	80	$34.34	$6.97	$12.97	$0.00	$54.28
6	85	$36.48	$6.97	$13.78	$0.00	$57.23
7	90	$38.63	$6.97	$14.59	$0.00	$60.19
8	95	$40.77	$6.97	$15.40	$0.00	$63.14

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) *BRICKLAYERS LOCAL 3 (LOWELL)*	03/01/2018	$49.96	$10.75	$19.43	$0.00	$80.14
	08/01/2018	$51.31	$10.75	$19.56	$0.00	$81.62
	02/01/2019	$51.91	$10.75	$19.56	$0.00	$82.22
	08/01/2019	$53.26	$10.75	$19.70	$0.00	$83.71
	02/01/2020	$53.86	$10.75	$19.70	$0.00	$84.31
	08/01/2020	$55.21	$10.75	$19.85	$0.00	$85.81
	02/01/2021	$55.81	$10.75	$19.85	$0.00	$86.41
	08/01/2021	$57.21	$10.75	$20.01	$0.00	$87.97
	02/01/2022	$57.79	$10.75	$20.01	$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 - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.98	$10.75	$19.43	$0.00	$55.16
2	60	$29.98	$10.75	$19.43	$0.00	$60.16
3	70	$34.97	$10.75	$19.43	$0.00	$65.15
4	80	$39.97	$10.75	$19.43	$0.00	$70.15
5	90	$44.96	$10.75	$19.43	$0.00	$75.14

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.66	$10.75	$19.56	$0.00	$55.97
2	60	$30.79	$10.75	$19.56	$0.00	$61.10
3	70	$35.92	$10.75	$19.56	$0.00	$66.23
4	80	$41.05	$10.75	$19.56	$0.00	$71.36
5	90	$46.18	$10.75	$19.56	$0.00	$76.49

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17

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"

CAISSON & UNDERPINNING 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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN *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"						
CARBIDE CORE DRILL 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"						
CARPENTER *CARPENTERS -ZONE 2 (Eastern Massachusetts)*	03/01/2018	$40.28	$9.90	$17.50	$0.00	$67.68
	09/01/2018	$41.32	$9.90	$17.50	$0.00	$68.72
	03/01/2019	$42.35	$9.90	$17.50	$0.00	$69.75

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CARPENTER - Zone 2 Eastern MA*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.14	$9.90	$1.73	$0.00	$31.77
2	60	$24.17	$9.90	$1.73	$0.00	$35.80
3	70	$28.20	$9.90	$12.31	$0.00	$50.41
4	75	$30.21	$9.90	$12.31	$0.00	$52.42
5	80	$32.22	$9.90	$14.04	$0.00	$56.16
6	80	$32.22	$9.90	$14.04	$0.00	$56.16
7	90	$36.25	$9.90	$15.77	$0.00	$61.92
8	90	$36.25	$9.90	$15.77	$0.00	$61.92

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

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 $29.76/ 3&4 $35.45/ 5&6 $52.14/ 7&8 $57.89

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME *CARPENTERS -ZONE 2 (Wood Frame)*	04/01/2018	$26.67	$7.07	$7.86	$0.00	$41.60
	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

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) *CARPENTERS -ZONE 2 (Wood Frame)*	06/01/2016	$25.32	$9.80	$16.82	$0.00	$51.94
CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (LOWELL)*	01/01/2018	$41.67	$12.35	$22.41	$0.30	$76.73
	07/01/2018	$42.52	$12.42	$22.41	$0.30	$77.65
	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 - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.84	$12.35	$15.41	$0.00	$48.60
2	60	$25.00	$12.35	$17.41	$0.30	$55.06
3	65	$27.09	$12.35	$18.41	$0.30	$58.15
4	70	$29.17	$12.35	$19.41	$0.30	$61.23
5	75	$31.25	$12.35	$20.41	$0.30	$64.31
6	80	$33.34	$12.35	$21.41	$0.30	$67.40
7	90	$37.50	$12.35	$22.41	$0.30	$72.56

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

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*	12/01/2017	$47.63	$10.50	$15.50	$0.00	$73.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$31.80	$10.50	$15.50	$0.00	$57.80

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DELEADER (BRIDGE) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2018	$49.66	$8.10	$19.55	$0.00	$77.31
	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 - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.83	$8.10	$0.00	$0.00	$32.93
2	55	$27.31	$8.10	$5.06	$0.00	$40.47
3	60	$29.80	$8.10	$5.52	$0.00	$43.42
4	65	$32.28	$8.10	$5.98	$0.00	$46.36
5	70	$34.76	$8.10	$16.79	$0.00	$59.65
6	75	$37.25	$8.10	$17.25	$0.00	$62.60
7	80	$39.73	$8.10	$17.71	$0.00	$65.54
8	90	$44.69	$8.10	$18.63	$0.00	$71.42

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2017	$61.98	$9.90	$21.15	$0.00	$93.03
	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)*	08/01/2017	$44.27	$9.90	$21.15	$0.00	$75.32
	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)*	08/01/2017	$66.41	$9.90	$21.15	$0.00	$97.46
	08/01/2018	$69.86	$9.90	$21.15	$0.00	$100.91
	08/01/2019	$73.41	$9.90	$21.15	$0.00	$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2017	$92.97	$9.90	$21.15	$0.00	$124.02
	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*	03/01/2018	$50.15	$13.00	$17.85	$0.00	$81.00
	09/01/2018	$51.34	$13.00	$17.89	$0.00	$82.23
	03/01/2019	$52.53	$13.00	$17.93	$0.00	$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN *ELECTRICIANS LOCAL 103*	03/01/2018	$50.15	$13.00	$17.85	$0.00	$81.00
	09/01/2018	$51.34	$13.00	$17.89	$0.00	$82.23
	03/01/2019	$52.53	$13.00	$17.93	$0.00	$83.46

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$20.06	$13.00	$0.60	$0.00	$33.66
2	40	$20.06	$13.00	$0.60	$0.00	$33.66
3	45	$22.57	$13.00	$13.61	$0.00	$49.18
4	45	$22.57	$13.00	$13.61	$0.00	$49.18
5	50	$25.08	$13.00	$13.99	$0.00	$52.07
6	55	$27.58	$13.00	$14.38	$0.00	$54.96
7	60	$30.09	$13.00	$14.76	$0.00	$57.85
8	65	$32.60	$13.00	$15.15	$0.00	$60.75
9	70	$35.11	$13.00	$15.53	$0.00	$63.64
10	75	$37.61	$13.00	$15.93	$0.00	$66.54

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$20.54	$13.00	$0.62	$0.00	$34.16
2	40	$20.54	$13.00	$0.62	$0.00	$34.16
3	45	$23.10	$13.00	$13.62	$0.00	$49.72
4	45	$23.10	$13.00	$13.62	$0.00	$49.72
5	50	$25.67	$13.00	$14.01	$0.00	$52.68
6	55	$28.24	$13.00	$14.40	$0.00	$55.64
7	60	$30.80	$13.00	$14.78	$0.00	$58.58
8	65	$33.37	$13.00	$15.17	$0.00	$61.54
9	70	$35.94	$13.00	$15.56	$0.00	$64.50
10	75	$38.51	$13.00	$15.96	$0.00	$67.47

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
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
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
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 103*	03/01/2018	$50.15	$13.00	$17.85	$0.00	$81.00
	09/01/2018	$51.34	$13.00	$17.89	$0.00	$82.23
	03/01/2019	$52.53	$13.00	$17.93	$0.00	$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING *ELECTRICIANS LOCAL 103*	03/01/2018	$37.61	$13.00	$15.93	$0.00	$66.54
	09/01/2018	$38.51	$13.00	$15.96	$0.00	$67.47
	03/01/2019	$39.40	$13.00	$15.98	$0.00	$68.38
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$38.57	$10.50	$15.50	$0.00	$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER *LABORERS - ZONE 2*	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
	12/01/2021	$24.50	$7.70	$14.02	$0.00	$46.22
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE I*	03/01/2016	$42.13	$9.80	$17.62	$0.00	$69.55

Apprentice - *FLOORCOVERER - Local 2168 Zone I*

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

FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$31.80	$10.50	$15.50	$0.00	$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS LOCAL 35 (ZONE 2)*	01/01/2018	$39.16	$8.10	$19.55	$0.00	$66.81
	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

Apprentice - *GLAZIER - Local 35 Zone 2*

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.58	$8.10	$0.00	$0.00	$27.68
2	55	$21.54	$8.10	$5.06	$0.00	$34.70
3	60	$23.50	$8.10	$5.52	$0.00	$37.12
4	65	$25.45	$8.10	$5.98	$0.00	$39.53
5	70	$27.41	$8.10	$16.79	$0.00	$52.30
6	75	$29.37	$8.10	$17.25	$0.00	$54.72
7	80	$31.33	$8.10	$17.71	$0.00	$57.14
8	90	$35.24	$8.10	$18.63	$0.00	$61.97

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$25.65	$10.50	$0.00	$0.00	$36.15
2	60	$27.98	$10.50	$15.50	$0.00	$53.98
3	65	$30.31	$10.50	$15.50	$0.00	$56.31
4	70	$32.64	$10.50	$15.50	$0.00	$58.64
5	75	$34.97	$10.50	$15.50	$0.00	$60.97
6	80	$37.30	$10.50	$15.50	$0.00	$63.30
7	85	$39.64	$10.50	$15.50	$0.00	$65.64
8	90	$41.97	$10.50	$15.50	$0.00	$67.97

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 103*	03/01/2018	$50.15	$13.00	$17.85	$0.00	$81.00
	09/01/2018	$51.34	$13.00	$17.89	$0.00	$82.23
	03/01/2019	$52.53	$13.00	$17.93	$0.00	$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) *PIPEFITTERS LOCAL 537*	09/01/2017	$51.44	$9.95	$18.74	$0.00	$80.13
	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 *PIPEFITTERS LOCAL 537*	09/01/2017	$51.44	$9.95	$18.74	$0.00	$80.13
	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"						
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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
INSULATOR (PIPES & TANKS) *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	09/01/2017	$47.09	$11.75	$14.20	$0.00	$73.04
	09/01/2018	$49.34	$11.75	$14.20	$0.00	$75.29
	09/01/2019	$51.84	$11.75	$14.20	$0.00	$77.79

Apprentice - *ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston*

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.55	$11.75	$10.45	$0.00	$45.75
2	60	$28.25	$11.75	$11.20	$0.00	$51.20
3	70	$32.96	$11.75	$11.95	$0.00	$56.66
4	80	$37.67	$11.75	$12.70	$0.00	$62.12

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

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

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:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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

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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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"						
LABORER: MASON TENDER *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: 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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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*	02/01/2018	$39.82	$10.75	$18.34	$0.00	$68.91
	08/01/2018	$40.90	$10.75	$18.47	$0.00	$70.12
	02/01/2019	$41.41	$10.75	$18.47	$0.00	$70.63
	08/01/2019	$42.49	$10.75	$18.61	$0.00	$71.85
	02/01/2020	$43.00	$10.75	$18.61	$0.00	$72.36
	08/01/2020	$44.08	$10.75	$18.76	$0.00	$73.59
	02/01/2021	$44.59	$10.75	$18.76	$0.00	$74.10
	08/01/2021	$45.71	$10.75	$18.92	$0.00	$75.38
	02/01/2022	$46.18	$10.75	$18.92	$0.00	$75.85

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

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.91	$10.75	$18.34	$0.00	$49.00
2	60	$23.89	$10.75	$18.34	$0.00	$52.98
3	70	$27.87	$10.75	$18.34	$0.00	$56.96
4	80	$31.86	$10.75	$18.34	$0.00	$60.95
5	90	$35.84	$10.75	$18.34	$0.00	$64.93

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.45	$10.75	$18.47	$0.00	$49.67
2	60	$24.54	$10.75	$18.47	$0.00	$53.76
3	70	$28.63	$10.75	$18.47	$0.00	$57.85
4	80	$32.72	$10.75	$18.47	$0.00	$61.94
5	90	$36.81	$10.75	$18.47	$0.00	$66.03

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS,TILELAYERS & TERRAZZO MECH *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2018	$52.10	$10.75	$20.03	$0.00	$82.88
	08/01/2018	$53.45	$10.75	$20.16	$0.00	$84.36
	02/01/2019	$54.07	$10.75	$20.16	$0.00	$84.98
	08/01/2019	$55.42	$10.75	$20.30	$0.00	$86.47
	02/01/2020	$56.05	$10.75	$20.30	$0.00	$87.10
	08/01/2020	$57.40	$10.75	$20.45	$0.00	$88.60
	02/01/2021	$58.04	$10.75	$20.45	$0.00	$89.24
	08/01/2021	$59.44	$10.75	$20.61	$0.00	$90.80
	02/01/2022	$60.01	$10.75	$20.61	$0.00	$91.37

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

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.05	$10.75	$20.03	$0.00	$56.83
2	60	$31.26	$10.75	$20.03	$0.00	$62.04
3	70	$36.47	$10.75	$20.03	$0.00	$67.25
4	80	$41.68	$10.75	$20.03	$0.00	$72.46
5	90	$46.89	$10.75	$20.03	$0.00	$77.67

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.73	$10.75	$20.16	$0.00	$57.64
2	60	$32.07	$10.75	$20.16	$0.00	$62.98
3	70	$37.42	$10.75	$20.16	$0.00	$68.33
4	80	$42.76	$10.75	$20.16	$0.00	$73.67
5	90	$48.11	$10.75	$20.16	$0.00	$79.02

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
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

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*	12/01/2017	$23.24	$10.50	$15.50	$0.00	$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$27.40	$10.50	$15.50	$0.00	$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2018	$49.66	$8.10	$19.55	$0.00	$77.31
	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.83	$8.10	$0.00	$0.00	$32.93
2	55	$27.31	$8.10	$5.06	$0.00	$40.47
3	60	$29.80	$8.10	$5.52	$0.00	$43.42
4	65	$32.28	$8.10	$5.98	$0.00	$46.36
5	70	$34.76	$8.10	$16.79	$0.00	$59.65
6	75	$37.25	$8.10	$17.25	$0.00	$62.60
7	80	$39.73	$8.10	$17.71	$0.00	$65.54
8	90	$44.69	$8.10	$18.63	$0.00	$71.42

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2018	$40.56	$8.10	$19.55	$0.00	$68.21
* 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	$40.91	$8.15	$20.15	$0.00	$69.21
	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.28	$8.10	$0.00	$0.00	$28.38
2	55	$22.31	$8.10	$5.06	$0.00	$35.47
3	60	$24.34	$8.10	$5.52	$0.00	$37.96
4	65	$26.36	$8.10	$5.98	$0.00	$40.44
5	70	$28.39	$8.10	$16.79	$0.00	$53.28
6	75	$30.42	$8.10	$17.25	$0.00	$55.77
7	80	$32.45	$8.10	$17.71	$0.00	$58.26
8	90	$36.50	$8.10	$18.63	$0.00	$63.23

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2018	$38.62	$8.10	$19.55	$0.00	$66.27
	07/01/2018	$38.97	$8.15	$20.15	$0.00	$67.27
	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 - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.31	$8.10	$0.00	$0.00	$27.41
2	55	$21.24	$8.10	$5.06	$0.00	$34.40
3	60	$23.17	$8.10	$5.52	$0.00	$36.79
4	65	$25.10	$8.10	$5.98	$0.00	$39.18
5	70	$27.03	$8.10	$16.79	$0.00	$51.92
6	75	$28.97	$8.10	$17.25	$0.00	$54.32
7	80	$30.90	$8.10	$17.71	$0.00	$56.71
8	90	$34.76	$8.10	$18.63	$0.00	$61.49

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

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*	01/01/2018	$39.16	$8.10	$19.55	$0.00	$66.81
	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 - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.58	$8.10	$0.00	$0.00	$27.68
2	55	$21.54	$8.10	$5.06	$0.00	$34.70
3	60	$23.50	$8.10	$5.52	$0.00	$37.12
4	65	$25.45	$8.10	$5.98	$0.00	$39.53
5	70	$27.41	$8.10	$16.79	$0.00	$52.30
6	75	$29.37	$8.10	$17.25	$0.00	$54.72
7	80	$31.33	$8.10	$17.71	$0.00	$57.14
8	90	$35.24	$8.10	$18.63	$0.00	$61.97

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2018	$37.22	$8.10	$19.55	$0.00	$64.87
	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 - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.61	$8.10	$0.00	$0.00	$26.71
2	55	$20.47	$8.10	$5.06	$0.00	$33.63
3	60	$22.33	$8.10	$5.52	$0.00	$35.95
4	65	$24.19	$8.10	$5.98	$0.00	$38.27
5	70	$26.05	$8.10	$16.79	$0.00	$50.94
6	75	$27.92	$8.10	$17.25	$0.00	$53.27
7	80	$29.78	$8.10	$17.71	$0.00	$55.59
8	90	$33.50	$8.10	$18.63	$0.00	$60.23

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	$17.14	$0.00	$51.59
6	75	$28.18	$8.15	$17.63	$0.00	$53.96
7	80	$30.06	$8.15	$18.11	$0.00	$56.32
8	90	$33.81	$8.15	$19.08	$0.00	$61.04

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$30.28	$9.07	$8.00	$0.00	$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2017	$44.27	$9.90	$21.15	$0.00	$75.32
	08/01/2018	$46.57	$9.90	$21.15	$0.00	$77.62
	08/01/2019	$48.94	$9.90	$21.15	$0.00	$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2017	$44.27	$9.90	$21.15	$0.00	$75.32
	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 - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.14	$9.90	$21.15	$0.00	$53.19
2	60	$26.56	$9.90	$21.15	$0.00	$57.61
3	70	$30.99	$9.90	$21.15	$0.00	$62.04
4	75	$33.20	$9.90	$21.15	$0.00	$64.25
5	80	$35.42	$9.90	$21.15	$0.00	$66.47
6	80	$35.42	$9.90	$21.15	$0.00	$66.47
7	90	$39.84	$9.90	$21.15	$0.00	$70.89
8	90	$39.84	$9.90	$21.15	$0.00	$70.89

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

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER *PIPEFITTERS LOCAL 537*	09/01/2017	$51.44	$9.95	$18.74	$0.00	$80.13
	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 - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$20.58	$9.95	$7.75	$0.00	$38.28
2	45	$23.15	$9.95	$18.74	$0.00	$51.84
3	60	$30.86	$9.95	$18.74	$0.00	$59.55
4	70	$36.01	$9.95	$18.74	$0.00	$64.70
5	80	$41.15	$9.95	$18.74	$0.00	$69.84

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

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*	03/01/2018	$54.69	$11.57	$15.76	$0.00	$82.02
	09/01/2018	$56.19	$11.57	$15.76	$0.00	$83.52
	03/01/2019	$57.69	$11.57	$15.76	$0.00	$85.02
	09/01/2019	$59.19	$11.57	$15.76	$0.00	$86.52
	03/01/2020	$60.69	$11.57	$15.76	$0.00	$88.02
	09/01/2020	$62.19	$11.57	$15.76	$0.00	$89.52
	03/01/2021	$63.69	$11.57	$15.76	$0.00	$91.02

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PLUMBER/GASFITTER - Local 12*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$19.14	$11.57	$5.72	$0.00	$36.43
2	40	$21.88	$11.57	$6.49	$0.00	$39.94
3	55	$30.08	$11.57	$8.81	$0.00	$50.46
4	65	$35.55	$11.57	$10.36	$0.00	$57.48
5	75	$41.02	$11.57	$11.90	$0.00	$64.49

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$19.67	$11.57	$5.72	$0.00	$36.96
2	40	$22.48	$11.57	$6.49	$0.00	$40.54
3	55	$30.90	$11.57	$8.82	$0.00	$51.29
4	65	$36.52	$11.57	$10.36	$0.00	$58.45
5	75	$42.14	$11.57	$11.90	$0.00	$65.61

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic$61.00, Step5 with lic$67.99

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) *PIPEFITTERS LOCAL 537*	09/01/2017	$51.44	$9.95	$18.74	$0.00	$80.13
	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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4* For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4* For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4* For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	$31.80	$10.50	$15.50	$0.00	$57.80
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010)*TEAMSTERS LOCAL 25c*	07/01/2017	$28.18	$8.48	$9.72	$0.00	$46.38
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 25c*	07/01/2017	$29.48	$8.48	$9.72	$0.00	$47.68
RECLAIMERS *OPERATING ENGINEERS LOCAL 4* For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
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* For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) *ROOFERS LOCAL 33*	02/01/2018	$42.36	$11.35	$14.80	$0.00	$68.51
	08/01/2018	$43.46	$11.35	$14.80	$0.00	$69.61
	02/01/2019	$44.61	$11.35	$14.80	$0.00	$70.76

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ROOFER - Local 33*

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.18	$11.35	$3.44	$0.00	$35.97
2	60	$25.42	$11.35	$14.80	$0.00	$51.57
3	65	$27.53	$11.35	$14.80	$0.00	$53.68
4	75	$31.77	$11.35	$14.80	$0.00	$57.92
5	85	$36.01	$11.35	$14.80	$0.00	$62.16

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.73	$11.35	$3.44	$0.00	$36.52
2	60	$26.08	$11.35	$14.80	$0.00	$52.23
3	65	$28.25	$11.35	$14.80	$0.00	$54.40
4	75	$32.60	$11.35	$14.80	$0.00	$58.75
5	85	$36.94	$11.35	$14.80	$0.00	$63.09

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*	02/01/2018	$42.61	$11.35	$14.80	$0.00	$68.76
	08/01/2018	$43.71	$11.35	$14.80	$0.00	$69.86
	02/01/2019	$44.86	$11.35	$14.80	$0.00	$71.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

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 *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

STEAM BOILER OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN *ELECTRICIANS LOCAL 103*	03/01/2018	$37.61	$13.00	$15.93	$0.00	$66.54
	09/01/2018	$38.51	$13.00	$15.96	$0.00	$67.47
	03/01/2019	$39.40	$13.00	$15.98	$0.00	$68.38

Apprentice - *TELECOMMUNICATION TECHNICIAN - Local 103*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$15.04	$13.00	$0.45	$0.00	$28.49
2	40	$15.04	$13.00	$0.45	$0.00	$28.49
3	45	$16.92	$13.00	$12.74	$0.00	$42.66
4	45	$16.92	$13.00	$12.74	$0.00	$42.66
5	50	$18.81	$13.00	$13.03	$0.00	$44.84
6	55	$20.69	$13.00	$13.32	$0.00	$47.01
7	60	$22.57	$13.00	$13.61	$0.00	$49.18
8	65	$24.45	$13.00	$13.90	$0.00	$51.35
9	70	$26.33	$13.00	$14.19	$0.00	$53.52
10	75	$28.21	$13.00	$14.48	$0.00	$55.69

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$15.40	$13.00	$0.46	$0.00	$28.86
2	40	$15.40	$13.00	$0.46	$0.00	$28.86
3	45	$17.33	$13.00	$12.75	$0.00	$43.08
4	45	$17.33	$13.00	$12.75	$0.00	$43.08
5	50	$19.26	$13.00	$13.05	$0.00	$45.31
6	55	$21.18	$13.00	$13.34	$0.00	$47.52
7	60	$23.11	$13.00	$13.62	$0.00	$49.73
8	65	$25.03	$13.00	$13.92	$0.00	$51.95
9	70	$26.96	$13.00	$14.21	$0.00	$54.17
10	75	$28.88	$13.00	$14.50	$0.00	$56.38

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2018	$51.00	$10.75	$20.03	$0.00	$81.78
	08/01/2018	$52.35	$10.75	$20.16	$0.00	$83.26
	02/01/2019	$52.99	$10.75	$20.16	$0.00	$83.90
	08/01/2019	$54.34	$10.75	$20.30	$0.00	$85.39
	02/01/2020	$54.98	$10.75	$20.30	$0.00	$86.03
	08/01/2020	$56.33	$10.75	$20.45	$0.00	$87.53
	02/01/2021	$56.97	$10.75	$20.45	$0.00	$88.17
	08/01/2021	$58.37	$10.75	$20.61	$0.00	$89.73
	02/01/2022	$58.96	$10.75	$20.61	$0.00	$90.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *TERRAZZO FINISHER - Local 3 Marble & Tile*

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.50	$10.75	$20.03	$0.00	$56.28
2	60	$30.60	$10.75	$20.03	$0.00	$61.38
3	70	$35.70	$10.75	$20.03	$0.00	$66.48
4	80	$40.80	$10.75	$20.03	$0.00	$71.58
5	90	$45.90	$10.75	$20.03	$0.00	$76.68

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$39.35	$7.70	$15.40	$0.00	$62.45
	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 *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$38.07	$7.70	$15.40	$0.00	$61.17
	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"						
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*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)*	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) *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
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	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 *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.44	$10.91	$10.89	$0.00	$54.24
WAGON DRILL OPERATOR *LABORERS - ZONE 2*	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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER *PLUMBERS & GASFITTERS LOCAL 12*	03/01/2018	$54.69	$11.57	$15.76	$0.00	$82.02
	09/01/2018	$56.19	$11.57	$15.76	$0.00	$83.52
	03/01/2019	$57.69	$11.57	$15.76	$0.00	$85.02
	09/01/2019	$59.19	$11.57	$15.76	$0.00	$86.52
	03/01/2020	$60.69	$11.57	$15.76	$0.00	$88.02
	09/01/2020	$62.19	$11.57	$15.76	$0.00	$89.52
	03/01/2021	$63.69	$11.57	$15.76	$0.00	$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

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

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

SECTION 01010

SUMMARY OF WORK

PART 1- GENERAL:

1.01 PROJECT DESCRIPTION

The project is the improvements of **Navy Yard Park** areas as described in the Contract Documents.

1.02 CONTRACT TIME

A. The work of this contract shall be completed by July 15, 2019.

B. The Contractor shall submit shop drawings, data and samples or place his/her order sufficiently early to permit consideration and approval by the Landscape Architect\Engineer before materials are necessary for incorporation into the Work. Any delay resulting from the Contractor's failure to do so shall not be used as a basis of a claim against the Owner.

1.03 CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement, and include these Specifications and the Drawings, as prepared for Town of Natick, by Weston & Sampson Engineers, Inc.

1.04 INSPECTION OF THE SITE

It is a contract requirement of the Contractor that his/her subcontractor shall have thoroughly inspected the site during the bidding period. By submitting a bid they confirm that they are thoroughly familiar with the site and all existing conditions which impact and affect their work. Requests for extra compensation will not be considered for any work which could have been foreseen by a visual inspection of the site.

1.05 CONTRACTOR'S USE OF THE SITE

A. The contractor will have full access to the site shown within the Contract Limit of Work Line.

1. The Contractor, his/her Subcontractors, and their employees may park on the site inside the Contract Limit of Work Line, given that no such on-site parking interferes with the site work.

2. The Contractor shall furnish his/her own toilet facilities on-site.

B. The Contractor shall take all precautions necessary to protect all abutting properties during construction. Any and all damage caused by construction operations shall be repaired.

1. The project site shall be kept clean and free from accumulation of waste material and debris.

2. The Contractor, his/her Subcontractors, and their employees shall be respectful and courteous of the neighborhood while working on site.

1.06 ENCLOSURES

Provide at the earliest practical time temporary enclosure of materials, work in progress and completed portions of the work to provide protection to the work and the employees.

1.07 SAFETY AND SECURITY

A. The Contractor shall be responsible for the safety and security of the site within the Contract Limit of Work Line and for the safety of all persons who enter within the Contract Limit of Work Line.

B. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions & programs in connection with the work. He/she shall promulgate safety regulations and shall notify the Owner of particular hazards.

C. The Contractor shall erect and maintain, as required by existing conditions and progress of work, all reasonable safeguards for safety and security. This includes the construction of barriers and the posting of danger signs and other warnings against hazards. By these and other necessary methods the Contractor shall stop unauthorized entry within the Contract Limit of Work Line.

D. The Contractor shall cooperate with and maintain a close liaison with the Police Department and Fire Department, and he/she shall abide by safety or security related requests from any of these authorities.

1.08 WORK TO BE DONE

The work of this Contract includes improvements to the Navy Yard Park properties and includes, but is not necessarily limited to the following:

1. Excavation, backfill and grading
2. Tree clearing, grubbing, and pruning
3. Removal and disposal of existing asphalt and gravel driveways
4. Installation of one (1) basketball court
5. Installation of play structures and rubber surfacing
6. Installation of a multi-purpose athletic field and associated improvements
7. Seeding and or sodding of lawn areas as designated
8. Installation of stone dust walking paths
9. Installation of asphalt drive and parking areas
10. Installation of concrete walking paths
11. Installation of drainage and utility improvements
12. Installation of other miscellaneous site improvements as designated in the Contract Documents

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL:

1.01 BASE BID

A. Measurement

1. Measurement for payment for improvements to the Navy Yard Park Properties shall be on a single lump-sum basis.

B. Payment

1. Payment of the lump-sum price under the Base Bid of the Proposal shall fully compensate the Contractor for furnishing all labor, materials, equipment and incidentals required for work described in SECTION 01010, SUMMARY OF WORK of these Specifications.

2. Contractor shall submit substantiated estimates for payment in an approved form (AIA Pay Requisition Format) at monthly intervals or when mutually agreed by Contractor and Landscape Architect/Engineer.

1.02 ADDITIONAL WORK

A. Increases or decreases in the quantities of certain classes of work, when ordered or approved in writing by the Landscape Architect/Engineer.

B. Additional Work, if any shall be performed at a mutually satisfactory price agreed upon between the Landscape Architect/Engineer and Contractor.

END OF SECTION

SECTION 01031

ALLOWANCE

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. All of the Contract Documents, including the General and Supplementary Conditions and Division 0 – Bidding Documents, Contract Forms, and Conditions of the Contract and Division 1 – General Requirements, apply to the work of this Section.

B. Carefully examine all the Contract Documents for requirements that affect the work of this Section. The exact scope of this Section cannot be determined without a thorough review of all specification sections and other Contract Documents.

1.02 SUMMARY

A. The Schedule of Allowances included on the bid form lists all the Allowances which appear in the Contract Documents, and the Specification Sections which are affected by each Alternate.

B. Furnish all labor, materials, equipment and incidentals necessary to construct and develop a naturally developed well complete as specified herein, including test pumping and all accessories or related items required for proper installation and development.

1.03 GENERAL INSTRUCTIONS

A. Each Bidder shall be held fully responsible for examining the scope of the Allowance generally defined herein.

B. Irrigation Wells – East Park and Navy Park

8” x 1,200-foot deep open bedrock well - Target Well Yield is 50 gpm

C. Bedrock Irrigation Well

1. Well contractor shall be licensed for well drilling, and shall furnish proof of successful installation of similar wells with similar capacity and size on five installations over the past ten years. The well licensed water well contractor shall furnish proof that the company is a registered Massachusetts well driller.

2. All materials used to construct the water production well shall be ANSI/NSF 61 approved for contact with potable water. No petroleum products shall be used on the

casings, well screens, casing coatings, or other materials that penetrate the ground surface. Casings and well materials shall be new, free of dirt, grease, oil, etc. Engineer may require steam cleaning or other cleaning methods may be required as deemed necessary by the Engineer.

3. All local permits shall be obtained by the contractor.

4. Sufficient containment and erosion control measures to minimize overland flow and buildup of drill water and drill cuttings on the site and neighboring properties and prevent flow of drill water and cuttings into surface water and sanitary or storm drains.

5. Overburden drilling to top of bedrock
   a. Estimated to be up to 50-feet below existing grade

6. Installation of 63-feet of 8-inch steel casing to create sanitary seal a minimum of 10-feet into competent bedrock and have a minimum 2-foot stick up above final grade.

7. Advancement nominal 8-inch diameter hammer bit up to 1,200-feet into bedrock

   a. Target yield is 50 gpm.
   b. Identify and develop water bearing fractures during advancement of the open bedrock borehole.
   c. Conduct brief flow test at each location where appreciable flow is encountered to rate and approximate the well yield.
   d. Should the target yield of 50 gpm be achieved at a depth prior to 1,200-feet the drilling shall be terminated and the borehole cleaned out to its full depth prior to removing the drill string.
   e. To confirm the potential yield the well will be tested by conducting a prolonged, 4-hour development of the borehole utilizing the downhole drill tools.

8. Provide a complete Well Completion Report including all diameters, depths, casing length, fracture locations, fracture yields and a log of the borehole.

D. Submersible Well Pumping Equipment

1. To be installed by a Licensed MA Well Driller.

2. Prepare and deliver equipment submittal information.

3. Disinfect well by the addition of a 50 ppm chlorine solution.

4. Furnish and install submersible well pumping equipment including the following:

   a. MAASS Midwest 8J2 side mount pitless adapter
   b. MA DEP approved water tight well cap
   c. 500-feet of 2-inch diameter threaded and coupled galvanized steel drop pipe
      - 21-foot max length

d. An all stainless-steel submersible well pump with built in check valve designed to deliver 50 gpm against a TDH of 680-feet
   - Design based on a Grundfos 45S150-28 pump bowl
e. A 6-inch diameter 15Hp, 3-phase, 460 Volt three wire submersible electric motor
f. 550-feet of a minimum #8/3 flat double jacketed copper wire/submersible pump cable

5. Coordinate with irrigation contractor for all necessary irrigation connections.

6. Provide equipment startup services to ensure proper operation of the new equipment providing Operations and Maintenance manuals for the pump and motor assemblies and training as needed.

1.04 SUBMITTALS

A. Prior to use of any material for this well, the Contractor shall provide to the Engineer the following submittals:

1. A bill of lading or other approved evidence identifying the casing pipe.

2. All proposed equipment

3. A construction plan generally describing the methods, techniques, material, and changes or deviations from the work as described herein.

1.05 RECORD DRAWING

1. A Record Drawing shall be prepared by the Contractor for this well which shall show in pictorial for the depth for each change of formation (strata), a description of each formation, static water level and appropriate remarks on subsurface conditions as may be appropriate. Also, the record drawing shall show all details of construction but with actual length and materials as installed for the well.

END OF SECTION

SECTION 01040

CONTROL OF WORK AND MATERIALS

PART 1 – GENERAL

Not Used.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 HAULING, HANDLING AND STORAGE OF MATERIALS:

A. The Contractor shall, at his own expense, handle and haul all materials furnished by him and shall remove any of his surplus materials at the completion of the work.

B. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by him that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.

C. All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

D. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

E. Construction entrance shall be as marked on the Contract Documents and **will require a tracking pad / truck wash station** to ensure no debris leaves the site. Contractor is responsible for cleaning the streets should debris be tracked off site. A detail will be furnished within the conformed plan set.

3.02 OPEN EXCAVATIONS:

A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe means for

completely covering all open excavations and for accommodating travel when work is not in progress.

B. Bridges provided for access to private property during construction shall be removed when no longer required.

C. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Engineer.

D. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, then special construction procedures shall be taken, such as limiting the length of trench and prohibiting stocking excavated material in the street.

E. All street excavations shall be completely closed at the end of each work day. Backfilling or use of steel plates of adequate strength to carry traffic shall be used.

3.03 MAINTENANCE OF TRAFFIC:

A. Unless permission to close the street is received in writing from the proper authority, all excavated materials and equipment shall be placed so that vehicular and pedestrian traffic may be safely maintained at all times.

B. The contractor is required by the Director of Traffic and Parking to have workforce carpool to the site in order to reduce traffic at the beginning and end of the work day. Director of Traffic and Parking deem it necessary, uniformed officers will be assigned to direct traffic. The Contractor shall make all arrangements in obtaining uniformed officers required.

C. The Contractor shall at his own expense, as directed by the Police Traffic Control/Safety Officer, provide and erect acceptable barricades, barrier fences, traffic signs, and all other traffic devices not specifically covered in a bid item, to protect the work from traffic, pedestrians, and animals. He shall provide sufficient temporary lighting such as lanterns/flashers (electric battery operated) or other approved illuminated traffic signs and devices to afford adequate protection to the traveling public, at no additional cost to the Owner.

D. The Contractor shall furnish all construction signs that are deemed necessary by and in accordance with Part VI of the Manual on Uniform Traffic Control Devices as published by the U.S. Department of Transportation. In addition, the Contractor may be required

to furnish up to 128 square feet of additional special construction warning signs. Size and exact wording of signs shall be determined by the Engineer during construction.

E. The intent of policing is to ensure public safety by direction of traffic. Police officers are not to serve as watchmen to protect the Contractor's equipment and materials.

F. Nothing contained herein shall be construed as relieving the Contractor of any of his responsibilities for protection of persons and property under the terms of the Contract.

3.04 CARE AND PROTECTION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be promptly restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, to the satisfaction of the Engineer.

3.05 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES:

A. All existing buildings, utilities, pipes, poles, wires fences, curbing, property line markers and other structures which the Engineer decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from

damage by the contractor. Should such property be damaged, it shall be restored by the Contractor, at no additional cost to the Owner.

C. The Contractor shall determine the location of all underground structures and utilities (including existing water services, drain lines, electrical lines, and sewers). Services to
D. buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by Contractor.

C. When fences interfere with the Contractor's operations, he shall remove and (unless otherwise specified) promptly restore them in accordance with the contract.

D. On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels which are shaped so as to cut or otherwise damage such surfaces.

E. All property damaged by the Contractor's operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.

F. Restoration of existing property and structures shall be carried out as promptly as practicable and shall not be left until the end of the construction period.

3.06 MAINTENANCE OF FLOW:

A. The Contractor shall at his own cost, provide for the flow of sewers and drains interrupted during the progress of the work, and shall immediately cart away and dispose of all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer well in advance of the interruption of any flow.

B. All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any

manner whatsoever. If the Contractor damages or impairs any of the aforesaid drainage facilities, he shall repair the same within the same day.

C. At the conclusion of the work, the Contractor shall remove all silt in drainage structures caused by his operations as described in Section 01 74 00, CLEANING UP.

3.07 REJECTED MATERIALS AND DEFECTIVE WORK:

A. Materials furnished by the Contractor and condemned by the Engineer as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor, and shall not be made use of elsewhere in the work.

B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Engineer.

C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or his employees, as determined by the Engineer, occurring previous to the final payment.

3.08 SANITARY REGULATIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Engineer. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

3.09 SAFETY AND HEALTH REGULATIONS:

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Laws and Rules of the Commonwealth of Massachusetts Department of Labor. Contractors shall be familiar with the requirements of these regulations.

3.10 SITE INVESTIGATION:

The Contractor acknowledges that he has satisfied himself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably

ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner.

3.11 HANGERS, PADS, AND SUPPORTS:

A. Unless otherwise indicated, hangers and supports shall be by the trade providing the supported item.

B. Except where detailed or specified, design of hangers and supports shall be the responsibility of the Contractor. All parts of such hangers or supports shall be designed in accordance with accepted engineering practice, using a factor of safety of at least 2½.

C. When proprietary hangers, etc., are supplied, satisfactory evidence of the strength of such items shall be furnished.

D. Hangers for items hung from steel and concrete shall be centered on the vertical center of gravity of the beam.

E. Locations and sizes of openings, sleeves, concrete pads, steel frames, and other equipment supports are indicated on the drawings for bidding purposes only. Final sizes and locations of such items shall be obtained from the shop drawings.

3.12 SLEEVES, HOLES, HANGERS, INSERTS, ETC.:

A. Except where holes and openings are dimensioned, and hangers, inserts, and supports are fully called for on the architectural and structural drawings (or reference is made thereon to drawings containing such information) to accommodate mechanical or electrical items, they shall be by the mechanical or electrical trade concerned.

B. Sleeves, inserts, anchors, etc., supplied under the mechanical and electrical contracts in sufficient time to so permit, shall be set in concrete, masonry, etc., or fastened to steel deck, etc., by the respective architectural or structural trade. Where not supplied in

sufficient time, installation of such items shall be the responsibility of the mechanical or electrical trade involved.

C. Nothing shall be suspended from the steel roof deck and no fastenings made to it, except with the prior permission of the Engineer. Request for permission shall be accompanied by full details of the hanger or fastener, including the weight of the item to be suspended.

D. Nailers and other wood members attached to steel or masonry, for which fasteners are not indicated on the design drawings or in the specification, shall be fastened with the equivalent of ½-inch diameter bolts at 3 feet o.c.

E. Openings for mechanical and electrical items in finished areas of the building shall be closed off with near escutcheon plates or similar closures. These closures shall be by the mechanical or electrical trade involved.

3.13 WORK PROTECTION:

Where work must be performed over completed work, the pavement shall be protected by 2 layers of ½-inch thick plywood, laid with joints in the second layer offset 1/2 sheet width and length from joints in the first layer. No material shall be stored or work performed on areas of completed site which are not so protected.

3.14 WEATHER PROTECTION:

In conformance with OSHA and the Massachusetts Department of Labor the General Contractor shall install weather protection and shall furnish adequate heat in the area so protected during the months of November through March.

3.15 ELECTRIC SERVICE:

A. The Contractor shall make all necessary applications and arrangements and pay for all fees and charges for electrical energy for power and light necessary for the proper completion of this contract during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.

B. There shall be sufficient electric lighting so that all work may be done in a workmanlike manner where there is not sufficient daylight.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL:

1.01 GENERAL PROVISIONS

Attention is directed to the General Conditions of the Contract, all Divisions of the specifications, and the Contract Drawings, all of which apply to work of this section.

1.02 SCOPE OF WORK

Work included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, if deemed necessary by the Landscape Architect/Engineer and Owner throughout the construction period.
Related work: 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.

1.03 QUALITY ASSURANCE

For those persons designated by the Contractor to attend and participate in Project Meetings, provide required authority to commit the Contractor to solutions agreed upon in the Project Meetings.

PART 2 - EXECUTION:

2.01 MEETING SCHEDULE

A. Except as noted below for Preconstruction Meeting, frequency of Project Meetings will be weekly, or as determined by the Owner, depending on work progress.

B. Coordinate as necessary, to establish mutually acceptable schedule for meetings.

2.02 MEETING LOCATIONS

Project Meetings will be held at the job sites, unless otherwise requested or indicated prior to meeting.

2.03 PRECONSTRUCTION MEETING

A. The contractor shall arrange for a Preconstruction Meeting within 5 days after the award of contact. The limitations on the use of the premises, as outlined in SECTION 01010, SUMMARY OF WORK, will be discussed, and the Owner will describe the parking assignment, delivery procedures, toilet facilities, and other provisions he/she may wish to establish.

B. Contractor is to coordinate attendance by authorized representatives of the Owner, the Contractor, site work subcontractors, and the Landscape Architect/Engineer.

C. 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 Owner.

2. Channels and procedures for communication.

3. Construction schedule, including sequence of critical work.

4. Contract Documents and revisions.

5. Processing of Shop Drawings and other data submitted to the Owner for review.

6. Processing of Bulletins, field decisions, and Change Orders.

7. Procedures for safety, first aid, security, quality control, housekeeping, and related matters.

8. Submittal of Construction Fence layout.

9. Submittal of Progress Schedule, Tabulation of Submittals and

10. Schedule of Values.

2.04 PROJECT MEETINGS

A. Frequency: Project Meetings shall, in general, be held once a week. Meetings shall be chaired by the Landscape Architect/Engineer, who will also prepare the meeting agenda.

B. Attendance:

1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at Project Meetings throughout progress of the Work.

2. Site work subcontractors, material suppliers, and others may be required to attend those Project Meetings in which their aspect of the Work is involved.

C. Minimum agenda:

1. Review progress of the Work since last meeting, including status of submittals for approval.

2. Identify problems which impede planned progress.

3. Develop corrective measures and procedures to regain planned schedule.

4. Complete other current business.

D. Revisions to Minutes:

1. Unless published minutes are challenged in writing prior to the next regularly scheduled Project 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 at start of the next regularly scheduled meeting.

END OF SECTION

SECTION 01330

SUBMITTALS

PART I - GENERAL

1.01 SCOPE OF WORK

A. The work to be performed under this Section shall include the compilation and submittal of all required shop drawings, manufacturer's cuts, specifications, and certifications of all materials and equipment for the Engineer's approval. Actual product samples may also be required as stipulated in the technical specifications sections.

B. All submittals shall be submitted in two (2) copies per General Conditions promptly after award of the contract, and shall be in not more than three (3) submittal packages so that a manual can be prepared for office and field reference. Alternatively, submittals may be made and distributed digitally with the approval of the Owner via email or File Transfer Protocol (FTP) site.

PART II - SUBMITTALS

2.01 REQUIREMENTS

A. References are made throughout the specifications where submittals are required. All finishes, colors, and patterns are to be reviewed and approved by submittal or field sample.

B. Where the Contractor's intention is to furnish the materials or equipment as specified, a list of all such elements, by Specification section, shall accompany the submittals so that the entire submittal is complete for the project.

PART III - EXECUTION

3.01 Submit all documents and data in a collated, manual format, with six (6) manuals to be submitted. Include a Table of Contents of the material for reference. The submittal is to be entire and complete, addressing all furnishings and installation.

3.02 Submit all required product or material samples concurrent with the materials/equipment information manuals described above. Each submittal shall reference its appropriate specification section, part and paragraph.

END OF SECTION

SECTION 01350

PERMITS

PART I - GENERAL

1.01 DESCRIPTION:

This Section provides specific information and defines specific requirements of the Contractor regarding the preparation and acquisition of permits required to perform the work of this project.

1.02 SCOPE OF WORK

A. The Contractor shall be responsible for obtaining all permits required to complete the work of this contract, to provide all coordination and furnish all bonds, assurances and required warranties. As applicable, the Contractor shall be responsible for any/all fees associated with the securing of permits necessary for the execution of the work of this contract. The Town of Natick will waive all Town associated fees.

B. The Town has already secured an Order of Conditions from the Conservation Commission for this project, which is attached after this Section. The contractor shall comply with all requirements of the Order of Conditions.

C. The Town has already secured Site Plan Approval and Land Disturbance Permits from the Planning Board for this project. The contractor shall comply with all requirements of both as necessary.

1.03 GENERAL REQUIREMENTS:

A. The Contractor shall perform the work in accordance with the Contract Documents, including the attached permits/order of conditions, and any applicable municipal requirements.

The Owner has obtained or will obtain and pay for the permits listed below, which are required for this project. The Contractor shall assist in obtaining certain permits, as indicated. The Contractor shall obtain and pay for all other permits required, as defined under the Permits subsection of Section 00410, GENERAL CONDITIONS.

Permits by Owner	Status
BWP AQ 06 Notification Prior to Construction or Demolition	*
Building Permit (as required)	*
Conservation Commission Order of Conditions (Ch. 131, s. 40)	(Attached)
Town of Natick Land Disturbance Permit	(Attached)
Backflow Preventers	*
Trench Permit (520 CMR 14.00)(eff. date 3/1/09)	*
Mass. Div. of WPC Sewer Extension or Connection Permit (314 CMR's 7.00 & 12.00)	*
**NPDES Construction General Permit	*
*Contractor shall prepare permit application and obtain the permit after contract is awarded, bearing all expenses. Owner will pay for and/or waive the permit application fee, if applicable.	

1.03 DIGSAFE

A. Contact Digsafe seventy-two (72) hours prior to initiating work at telephone # 1-888-344-7233.

1.04 CONSERVATION COMMISSION ORDERS:

The Conservation Commission has under the authority of Massachusetts General Laws Chapter 131, Section 40, issued an Order of Conditions on the work under this contract. This Order is to become a part of the Contract Documents and the Contractor shall perform all work in strict conformance with said Order. A copy of this Order is attached to this section.

PART II - MATERIALS

A. All materials and equipment shall conform to permit requirements and the Town's standards for utilities, excavation, backfill, patching, and surveying or other work unless otherwise stated in these specifications. Coordinate as necessary with the appropriate Town official and/or private utility.

3.01 EXECUTION

A. Execute all work per permit requirements. All plumbing and electric work to be approved by Town Inspectors. The Contractor shall perform the work in accordance with the Contract Documents, including the attached permits/order of conditions, and any applicable municipal requirements.

B. Prior to commencing any construction activities, the Contractor shall demonstrate to the Owner and the Engineer, through on-site inspection and submitting copies of permits or approvals, that it is in full compliance with the terms and conditions of all permits specified herein. The Contractor shall maintain full compliance with all permits throughout the performance of the work, and upon request, grant access to permitting authorities to inspect the site for the purpose of verifying such compliance.

4.01 GUARANTEE

A. Guarantee all work per permit requirements.

END OF SECTION

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
233-779
MassDEP File #

eDEP Transaction #

Natick
City/Town

A. General Information

Please note: this form has been modified with added space to accommodate the Registry of Deeds Requirements

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.

1. From: Natick
Conservation Commission

2. This issuance is for (check one): a. ☒ Order of Conditions b. ☐ Amended Order of Conditions

3. To: Applicant:

Jemma
a. First Name

Lambert
b. Last Name

Community Services Dept.
c. Organization

13 East Central Street
d. Mailing Address

Natick
e. City/Town

MA
f. State

01760
g. Zip Code

4. Property Owner (if different from applicant):

a. First Name

b. Last Name

Town of Natick
c. Organization

13 East Central Street
d. Mailing Address

Natick
e. City/Town

MA
f. State

01760
g. Zip Code

5. Project Location:

41 Washington Street
a. Street Address

Natick
b. City/Town

35
c. Assessors Map/Plat Number

00000300, 00000299, 00000296
d. Parcel/Lot Number

Latitude and Longitude, if known: d m s
d. Latitude

d m s
e. Longitude

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

Middlesex	
a. County	b. Certificate Number (if registered land)
08246	00501
c. Book	d. Page

7. Dates: August 10, 2017 (a. Date Notice of Intent Filed) — December 26, 2017 (b. Date Public Hearing Closed) — January 12, 2018 (c. Date of Issuance)

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

Town of Natick - Navy Yard Park	
a. Plan Title	
Weston & Sampson	Eugene Bollinger, PE
b. Prepared By	c. Signed and Stamped by
August 2017	1"=20'
d. Final Revision Date	e. Scale
f. Additional Plan or Document Title	g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

   Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

a. ☒ Public Water Supply b. ☐ Land Containing Shellfish c. ☒ Prevention of Pollution

d. ☒ Private Water Supply e. ☐ Fisheries f. ☒ Protection of Wildlife Habitat

g. ☒ Groundwater Supply h. ☒ Storm Damage Prevention i. ☒ Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

B. Findings (cont.)

Denied because:

b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**

c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

3. ☒ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) — 10 a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. ☐ Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. ☐ Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. ☐ Land Under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet
	e. c/y dredged	f. c/y dredged		
7. ☐ Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. ☐ Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. ☐ Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet

B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. ☐ Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. ☐ Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. ☐ Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. ☐ Coastal Beaches	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
14. ☐ Coastal Dunes	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
15. ☐ Coastal Banks	a. linear feet	b. linear feet		
16. ☐ Rocky Intertidal Shores	a. square feet	b. square feet		
17. ☐ Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. ☐ Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. ☐ Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. ☐ Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. ☐ Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		
22. ☐ Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet

B. Findings (cont.)

* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. ☐ Restoration/Enhancement *:

a. square feet of BVW | b. square feet of salt marsh

24. ☐ Stream Crossing(s):

a. number of new stream crossings | b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
   a. The work is a maintenance dredging project as provided for in the Act; or
   b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
   c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 1-12-23 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.

C. General Conditions Under Massachusetts Wetlands Protection Act

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.

9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.

10. A sign shall be displayed at the site not less then two square feet or more than three square feet in size bearing the words,

    "Massachusetts Department of Environmental Protection" [or, "MassDEP"]

    "File Number 233-779 "

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.

12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.

13. The work shall conform to the plans and special conditions referenced in this order.

14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.

15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.

16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.

18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

19. The work associated with this Order (the "Project")
    (1) ☒ is subject to the Massachusetts Stormwater Standards
    (2) ☐ is NOT subject to the Massachusetts Stormwater Standards

    If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:

    a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.

    b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
    i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
    ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
    iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement) for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:

i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.

h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.

i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.

j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.

k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.

l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):
See special conditions

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No

2. The Natick Conservation Commission hereby finds (check one that applies):

   a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

   1. Municipal Ordinance or Bylaw _____ 2. Citation _____

   Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

   b. ☒ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

   1. Municipal Ordinance or Bylaw: Natick Wetlands Bylaw 2. Citation _____

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

   The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

1-12-18
1. Date of Issuance

Please indicate the number of members who will sign this form.
This Order must be signed by a majority of the Conservation Commission.

6
2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

☐ by hand delivery on

Date

☒ by certified mail, return receipt requested, on 1-12-18

Date

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

_____
Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

_____
Conservation Commission

Please be advised that the Order of Conditions for the Project at:

_____ _____
Project Location MassDEP File Number

Has been recorded at the Registry of Deeds of:

_____ _____ _____
County Book Page

for: _____
Property Owner

and has been noted in the chain of title of the affected property in:

_____ _____
Book Page

In accordance with the Order of Conditions issued on:

_____
Date

If recorded land, the instrument number identifying this transaction is:

_____
Instrument Number

If registered land, the document number identifying this transaction is:

_____
Document Number

_____
Signature of Applicant

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

Request for Departmental Action Fee Transmittal Form

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

Provided by DEP

A. Request Information

1. Location of Project

a. Street Address

b. City/Town, Zip

c. Check number

d. Fee amount

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.

2. Person or party making request (if appropriate, name the citizen group's representative):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

4. DEP File Number:

B. Instructions

1. When the Departmental action request is for (check one):

- ☐ Superseding Order of Conditions – Fee: $120.00 (single family house projects) or $245 (all other projects)
- ☐ Superseding Determination of Applicability – Fee: $120
- ☐ Superseding Order of Resource Area Delineation – Fee: $120

B. Instructions (cont.)

Send this form and check or money order, payable to the *Commonwealth of Massachusetts,* to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see http://www.mass.gov/eea/agencies/massdep/about/contacts/).

4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL:

1.01 GENERAL PROVISIONS

Attention is directed to the General Conditions of the Contract, all Divisions of the Specifications and the Drawings, all of which apply to this section.

1.02. SCOPE OF WORK

A. The scope of the work under this Specification section, without limiting the generality thereof, includes the furnishing of all labor, materials, equipment, services, and incidentals necessary to complete all of the work in accordance with the Contract Documents, which are intended to describe and provide for a finished piece of work.

B. The work includes the following, without limiting the generality thereof;

1. The making available to the Owner's testing laboratory any samples or specimens which the laboratory may require to perform quality control testing on concrete, fill materials, or other material as the Owner may elect.

2. The coordinating and scheduling of work and the giving of timely notice so as to afford the Owner's testing laboratory the opportunity to take samples and make observations or tests.

3. Provide safe access to the site or area for the Owner’s agent to collect data, samples, and the like.

1.03. TESTING LABORATORY

A. The Owner will select, engage, and pay for the services of an independent testing laboratory to perform structural tests on concrete, soil testing, compaction testing and such other materials as the Landscape Architect/Engineer may deem appropriate.

B. Retesting of materials which fail the original test shall be paid for by the Contractor.

END OF SECTION

SECTION 01450

SAMPLING & TESTING

PART I - GENERAL

1.01 SCOPE OF WORK

A. In the event that Owner testing discovers unsatisfactory work, the Contractor shall conduct any additional testing in accordance with this specification. The work under this Section shall consist of performing or ordering the work of collecting samples for testing, having tests performed by a Certified Testing Laboratory satisfactory to the Engineer, having all test results forwarded to the Engineer for approval, and paying all costs associated with the collection and sampling, transportation, shipping, postage, and testing, and the coordination of test results and approvals.

1.02 SUBMITTALS

A. In accordance with Section 01330 of these Specifications, submit the names, addresses and certification of laboratories to be utilized for approval by the Engineer.

PART II - MATERIALS

2.01 CONTAINERS AND TOOLS

A. Utilize tools recommended by the laboratory to obtain samples, packaging or containers suitable to, or furnished by, the laboratory, and collect all samples in the proper number and quantity to permit tests to be conducted.

2.02 TESTS

A. Refer to Section specifications for test requirements and criteria for results; coordinate with the Owner’s Representative.

B. All building utilities, park elements, play/fitness equipment, locking gates, lighting systems, and any other components from the scope of work as requested by the Owner’s Representative shall be tested to ensure complete compliance with manufacturer’s installation instructions and warrantee requirements.

PART III - EXECUTION

3.01 METHODOLOGY

A. Unless otherwise directed by the Section specifications, perform sampling and testing will be ordered by the Contractor and approved by the Owner's Representative. Locations, number and quantity of samples shall be submitted for approval as directed in accordance with the Specifications.

B. Sampling and Testing results must be provided to the Owner's Representative and Approved prior to the installation of any work potentially impacted by unacceptable test results.

3.02 PAYMENT

A. Payment for additional sampling and testing efforts shall be included in the lump sum contract price bid.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART 1 - GENERAL:

1.01 GENERAL PROVISIONS

Attention is directed to the General Conditions of the Contract, all Divisions of the Specifications and the Contract Drawings, all of which apply to this section.

1.02 SCOPE OF WORK

A. The scope of the work under this Specification section, without limiting the generality thereof, includes the furnishing of all labor, materials, equipment, services, and incidentals necessary to complete all of the work in accordance with the Contract Documents, which are intended to describe and provide for a finished piece of work.

B. The work includes the following, without limiting the generality thereof;

1. Temporary utilities.
2. Field office (not required).
3. Barriers and enclosures.
4. Safety and security.

1.02. TEMPORARY UTILITIES

A. The Contractor is responsible for all temporary electrical distribution, lighting, and water distribution from existing sources.

B. The Contractor shall provide and pay for his own temporary telephone service within the Contract Limit Line.

C. The provision for temporary toilets is included under SECTION 01010 - SUMMARY OF WORK.

1.03 FIELD OFFICE

A. The contractor is responsible for his/her own office space, if deemed necessary.

B. The Contractor shall provide appropriate survey equipment on site for use by the Engineer, field checking layouts and installations.

1.04 BARRIERS AND ENCLOSURES

A. The Contractor shall maintain the construction fence if required by the Owner and furnish warning signs around the work area to limit unauthorized entry within the Contract Limit Line.

B. At the earliest practical time provide temporary enclosure of materials, equipment, work in progress and completed portions of the work to provide protection to the work and employees.

1.05 SAFETY AND SECURITY

A. The Contractor shall be responsible for the safety and security of the buildings and the site within the Contract Limit Line, and for the safety of all persons who enter within the Contract Limit Line.

B. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

C. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying the Owner of particular hazards.

D. The Contractor shall cooperate with and maintain a close liaison with the Police Department and Fire Department, and he shall abide by safety-related requests from any of these agencies.

END OF SECTION

SECTION 01562

DUST CONTROL

PART 1- GENERAL

1.01 DESCRIPTION

This section of the specification covers the control of dust via calcium chloride and water, complete.

1.02 CALCIUM CHLORIDE

A. Calcium chloride shall conform to the requirements of AASHTO-M 144, Type I or Type II and Specification for Calcium Chloride, ASTM D98. The calcium chloride shall be packaged in moisture proof bags or in airtight drums with the name of manufacturer, name of product, net weight, and percentage of calcium chloride guaranteed by the manufacturer, legibly marked on each container.

B. Calcium chloride failing to meet the requirements of the aforementioned specifications or that which has become caked or sticky in shipment may be rejected by the Engineer.

1.03 WATER

A. Water shall not be brackish and shall be free from oil, acid, and injurious alkali or vegetable matter.

1.04 APPLICATION

A. Calcium chloride shall be applied when ordered by the Engineer and only in areas which will not be adversely affected by the application. See Section 01570, ENVIRONMENTAL PROTECTION.

B. Calcium chloride shall be uniformly applied at the rate of 1-1/2 pounds per square yard or at any other rate as directed by the Engineer. Application shall be by means of a mechanical spreader, or other approved methods. The number and frequency of applications shall be determined by the Engineer.

C. Water may be sprinkler applied with equipment including a tank with gauge-equipped pressure pump and a nozzle-equipped spray bar.

D. Water shall be dispersed through the nozzle under a minimum pressure of 20 pounds per square inch, gauge pressure.

END OF SECTION

SECTION 01570

ENVIRONMENTAL PROTECTION

1.01 DESCRIPTION

A. The work covered by this section of the specifications consists of furnishing all labor, materials, tools and equipment and performing all work required for the prevention of environmental pollution during and as a result of construction operations under this contract.

B. The requirements set forth in this section of the specifications apply to construction in and adjacent to wetlands & environmental resources, unless otherwise specifically stated.

C. All work under this Contract shall be in accordance with the Conservation Commissions' Order of Conditions (and Land Disturbance Permit) as well as any conditional requirements applied, all of which are attached to Special Conditions Section PERMITS.

1.02 NOTIFICATION

The Engineer or Owner will notify the Contractor in writing of any non-compliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails to act promptly, the Engineer may order stoppage of all or part of the work until satisfactory corrective action has been taken. No claim for an extension of time or for excess costs or damage incurred by the Contractor as a result of time lost due to any stop work orders shall be made unless it was later determined that the Contractor was in compliance.

1.03 IMPLEMENTATION

A. Prior to commencement of work, the Contractor shall meet with representatives of the Engineer to develop mutual understandings relative to compliance of the environmental protection program.

B. SUBMITTALS: The Contractor shall submit for approval two sets of details and literature fully describing environmental protection methods to be employed in carrying out construction activities within 100 feet of wetlands or across areas designated as wetlands. Refer to Special Conditions – Contractor’s Shop and Working Drawings.

1.04 AREA OF CONSTRUCTION ACTIVITY

As far as possible, the Contractor shall confine his construction activities to those areas defined by the plans and specifications. All land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction at least equal to that which existed prior to work under this contract.

1.05 PROTECTION OF WATER RESOURCES

A. The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acids or other harmful materials. It is the Contractor's responsibility to comply with all applicable Federal, State, County and Municipal laws regarding pollution of rivers and streams.

B. Special measures should be taken to insure against spillage of any pollutants into public waters.

1.06 CONSTRUCTION IN AREAS DESIGNATED AS WETLANDS ON THE DRAWINGS

A. As far as possible, the Contractor shall make every effort to minimize disturbance within areas designated as wetlands.

B. The Contractor shall perform his work in such a way that these areas are left in the condition existing prior to construction.

C. Excavated materials shall not be permanently placed or temporarily stored in areas designated as wetlands. Temporary storage areas for excavated material shall be as directed by the Engineer.

D. The use of a temporary gravel roadway or access whatsoever in the wetlands area is not acceptable.

1.07 PROTECTING AND MINIMIZING EXPOSED AREAS

A. The Contractor shall limit the area of land which is exposed and free from vegetation during construction. In areas where the period of exposure will be greater than two (2) months, temporary vegetation, mulching or other protective measures shall be provided as specified.

B. The Contractor shall take account of the conditions of the soil where temporary cover crop will be used to insure that materials used for temporary vegetation are adaptive to the sediment control. Materials to be used for temporary vegetation shall be approved by the Engineer.

1.08 LOCATION OF STORAGE AREAS

A. The location of the Contractor's storage areas for equipment and/or materials shall be upon cleared portions of the job site or areas to be cleared as a part of this project, and shall require written approval of the Engineer. Plans showing storage facilities for equipment and materials shall be submitted for approval of the Engineer.

B. No excavated materials or materials used in backfill operations shall be deposited within a minimum distance of one hundred (100) feet of any watercourse or any drainage facility. Adequate measures for erosion and sediment control such as the placement of

silt fence around the downstream perimeter of stockpiles shall be employed to protect any downstream areas from siltation. There shall be no use of baled hay or straw.

C. There shall be no storage of equipment or materials in areas designated as wetlands.

D. The Engineer may designate a particular area or areas where the Contractor may store materials.

1.09 PROTECTION OF LANDSCAPE

A. This work applies to all landscape protection within the project area.

B. The Contractor shall not deface, injure, or destroy trees or shrubs nor remove or cut them without written authority from the Owner. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized by the Engineer. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees that are not to be removed, particularly overhanging branches and limbs. The Contractor shall, in any event, be responsible for any damage resulting from such use.

C. Branches, limbs, and roots shall not be cut except by permission of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. When there is unavoidable injury to branches, limbs and trunks of trees, the injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.

D. Place tree protection barrier as indicated on the drawings or around trees to remain within the construction limits that are adjacent to proposed improvements. Any trees or landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the expense of the Contractor. The Engineer will decide what method of restoration shall be used, and whether damaged trees shall be treated and healed or removed and disposed of under the provisions of Section 02230, CLEARING AND GRUBBING.

E. Cultivated hedges, shrubs, and plants which could be injured by the Contractor's operations shall be protected by suitable means or shall be dug up, balled and temporarily replanted and maintained. After construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of a kind and quality at least equal to that existing at the start of the work.

1.10 CLEARING AND GRUBBING

A. The Contractor shall clear and grub only on the Owner's land or the Owner's easements, and only the area required for construction operations, as approved by the Engineer. Removal of mature trees (4 inches or greater DBH) will not be allowed on temporary easements.

B. The Contractor shall not remove trees in the Owner's temporary easements without permission of the Engineer.

1.11 DISCHARGE OF DEWATERING OPERATIONS

A. Any water that is pumped and discharged from the trench and/or excavation as part of the Contractor's water handling shall be filtered by an approved method prior to its discharge into a receiving water or drainage system.

B. Under no circumstances shall the Contractor discharge water to the areas designated as wetlands. When constructing in a wetlands area, the Contractor shall discharge water from dewatering operations directly to the nearest drainage system, stream, or waterway after filtering by an approved method.

C. The pumped water shall be filtered through baled hay, a vegetative filter strip or a vegetated channel to trap sediment occurring as a result of the construction operations. The vegetated channel shall be constructed such that the discharge flow rate shall not exceed a velocity of more than 1 foot per second. Accumulated sediment shall be cleared from the channel periodically.

1.12 DUST CONTROL

A. During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of streets as necessary, to minimize creation and dispersion of dust. If the Engineer decides it is necessary to use calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed. Calcium chloride shall be as specified under Section 01562, DUST CONTROL.

B. Calcium Chloride shall not be used for dust control within a drainage basin or in the vicinity of any source of potable water.

1.13 SEPARATION AND REPLACEMENT OF TOPSOIL

Topsoil shall be carefully removed from improvement areas where earthwork and excavations are to be made, and separately stored to be used again at the discretion of the contractor and or owner or as directed. The topsoil shall be stored in an area acceptable to the Engineer and adequate measures shall be employed to prevent erosion of said material.

1.14 SILT FENCE

A. Where indicated on the drawings or where directed by the Engineer, the Contractor shall erect and maintain a temporary silt fence. In areas designated as wetlands, the Contractor shall line the limits of the construction easement with a silt fence. The silt fence shall be used specifically to contain sediment from runoff water and to minimize environmental damage caused by construction.

B. The silt fence shall consist of a 3-foot wide continuous length sediment control fabric, stitched to a 22-foot wide, continuous length support netting, and stapled to preweathered oak posts installed as shown on the drawings. The oak posts shall be 1½-inches by 1½-inches (Minimum Dimension) by 48 inches and shall be tapered. The support netting shall be industrial strength polypropylene. The bottom edge of the sediment control fabric shall be buried as shown on the drawings. The sediment control fabric shall conform to the following properties:

Property	Value	Test Method
1. Grab Strength (lbs.)	124	ASTM D-4632
2. Elongation (%)	15%	ASTM D-4632
3. Puncture Strength (lbs.)	65	ASTM D-4833
4. Burst Strength (psi)	300	ASTM D-3786
5. Trapezoid Tear (lbs.)	60	ASTM D-4533
6. Equivalent Opening Size (U.S. Sieve)	No. 30	ASTM D-4571
7. Permittivity (sec^{-1})	0.10	ASTM D-4491
8. Water Flow Rate (gal/min/sf.)	10	ASTM D-4491
9. UV Resistance (%)	70	ASTM D-4355

1.15 INLET PROTECTION IN PAVED AND NON-PAVED AREAS

A. Where indicated on the drawings or where directed by the Engineer, the Contractor shall erect and maintain a temporary inlet protection.

B. The Contractor shall install catch basin filter bags in roadways and parking lots with and adjacent to the construction area.

C. The contractor shall also install filter bags as shown in drawings, catch basins and other proposed structures to trap sediment and to prevent sediment from clogging drainage systems.

D. The Contractor shall be responsible for cleaning silt in drainage structures within and adjacent to the project area.

END OF SECTION

SECTION 01580

PROJECT SIGNS

PART I – GENERAL

1.01 SCOPE OF WORK

A. Provide all materials, labor, mountings and incidentals for one (1) temporary construction sign, four feet by eight feet (4’ x 8’), installed in a location directed by the Owners Representative. One (1) temporary construction signs will be provided in total. One at each site.

PART II – MATERIALS

2.01 SIGN

A. Sign shall be made of durable, exterior plywood or metal, securely mounted to wood posts or attached to existing fencing, as directed by the Owner’s Representative. Sign shall be professionally lettered. Wording and layout to be supplied by the Owner. Submit samples of color and a Shop Drawing indicating lettering layouts to Engineer for approval. Electronic file with sign layout to be provided to Contractor and Owner’s representative by the Landscape Architect.

1. Sign shall be a project sign (or banner) and will include color renderings of the final park layout as well as the Town Seal and other pertinent information to be provided by the Owner’s Representative.

B. Sign shall be securely mounted with galvanized metal attachments and shall be framed so as to be durable. All attachments and mountings shall be child safe and vandal resistant. Should a project banner be provided, it may be securely attached to construction fencing.

PART III – EXECUTION

3.01 PLACEMENT

A. Sign shall be installed facing the street or access point to the construction area so as to be visible and inform the general public. Where possible, the sign should be located so as not to conflict with the construction activity nor to require moving during the construction process.

B. The construction sign shall be maintained in satisfactory condition during construction and then removed and disposed of legally by the Contractor just prior to the final acceptance of the work.

END OF SECTION

SECTION 01600

CONSTRUCTION LAYOUT

PART I - GENERAL

1.01 SCOPE OF WORK

A. The work under this section shall consist of field staking the horizontal and vertical alignment of all essential features and proposed work including walkways, pavement areas, retaining walls, monuments, fencing, plantings, utilities and other related features as shown on the plans by a registered Engineer or Land Surveyor Registered in the Commonwealth of Massachusetts. The Contractor shall familiarize himself with the existing conditions and shall be responsible for locating or re-establishing survey field ties, property lines, and benchmarks indicated on the plans.

B. Existing survey tie information, if available, shall be provided by the Town upon request.

C. The individual retained to perform the work of this Section shall be as approved by the Town Representative.

1.02 QUALIFICATIONS & SUBMITTALS

A. The Contractor shall engage the services of a Professional Engineer or Land Surveyor Registered in the Commonwealth of Massachusetts and shall submit the name, address, and registration number of such person or persons to the Engineer in writing.

B. Whenever reference is made on the plans or in these specifications to a Land Surveyor registered in the Commonwealth of Massachusetts, the Contractor may substitute a Registered Professional Engineer, qualified in the laying out of similar facilities.

PART II - MATERIALS

2.01 LAYOUT AND STAKING

A. The Contractor shall be responsible for furnishing all stakes, pins, and grade markings as required to implement the work of layout and staking and shall make all field adjustments ordered by the Project Representative at no extra cost to the Owner.

B. Upon request by the Project Representative, the Contractor shall make available to the Owner survey instruments necessary to check the proposed vertical and horizontal alignments at no extra cost.

C. Ellipses shall be laid out using #6 rebar “pins” as focal point 1 (F1) and focal point 2 (F2) embedded 2’ into the ground for stability. The layout “string” shall be a minimum 3/16” wire rope. Submit product data on wire rope in accordance with section “SUBMITTALS”.

PART III - EXECUTION

3.01 SURVEY LAYOUT

A. The Contractor shall use the alignments shown on the plans to establish the layout of all proposed features and shall perform field adjustments as ordered by the Project Representative.

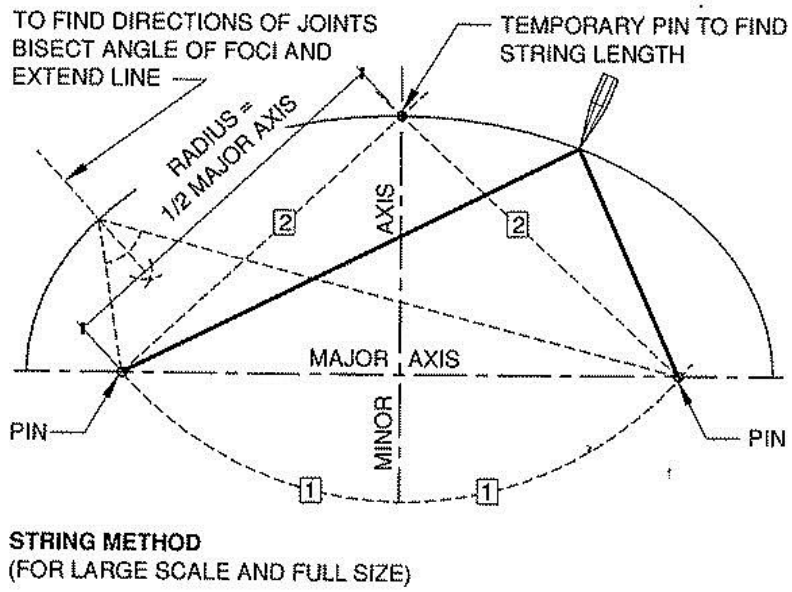
B. The Surveyor shall lay out the essential or necessary grades and locations of footings, pavements, utilities, structures and all other proposed site features and elements. The surveyor shall verify the location of any existing spikes, stakes, pipes, drill holes, etc. and shall be responsible for their accuracy. Proposed features shall be located in relation to dimensions shown on the drawings and as adjusted by the Project Representative.

C. The Contractor shall inform the Project Representative when the general layout is completed and shall not begin excavation until the Project Representative approves the various alignments. Any discrepancies encountered in field conditions shall be reported to the Project Representative immediately and shall be adjusted as directed.

D. The Contractor shall be responsible for maintaining the correct vertical and horizontal alignment of all elements, which responsibility shall not be waived by the Project Representative’s approval of basic layout and stakeout.

E. The Contractor shall layout any ellipses using the “string method” as indicated on the following page. Alternate layout methods may be acceptable if approved by Landscape Architect. Contractor shall submit shop drawing for proposed alternate layout method for approval in accordance with section “SUBMITTALS”.

ELLIPSE CONSTRUCTION



STRING METHOD

Layout from: "Landscape Architectural Graphic Standards, Leonard J. Hopper, RLA, FASLA. John Wiley & Sons, Inc."

END OF SECTION

SECTION 01700

PROJECT CLOSE-OUT

PART 1 - GENERAL**:**

1.01 GENERAL PROVISIONS

Attention is directed to the General Conditions of the Contract, all Divisions of the Specifications and the Drawings, all of which apply to this section.

1.02 SCOPE OF WORK

A. The scope of work under this specification section, without limiting the generality thereof, includes the furnishing of all labor, materials, equipment, services, and incidentals necessary to complete all of the work in accordance with the Contract Documents, which are intended to describe and provide for a finished piece of work.

B. The type of work includes the following, without limiting the generality thereof:

1. Substantial completion
2. Final cleaning.
3. Record drawings.
4. Operating and maintenance data.
5. Warranties.
6. Maintenance materials.
7. Final completion.

1.03 SUBSTANTIAL COMPLETION

A. Prior to requesting Substantial Completion as provided in the General Conditions the Contractor shall make a thorough inspection of the Work. During this inspection the Contractor shall prepare a comprehensive list of all items remaining to be completed or corrected. This list shall include all remaining Contractor and Subcontractor items to be provided under the Contract Documents.

B. Upon completion of the list, the Contractor shall notify, the Landscape Architect\Engineer\Engineer in writing, that the Work is Substantially Complete. The Landscape Architect\Engineer\Engineer shall then conduct a thorough inspection. If the Landscape Architect\Engineer\Engineer agrees that the Work is Substantially Complete, the Landscape Architect\Engineer will promptly prepare a monetized punch list, setting forth in accurate detail any items on the Contractor's list and additional items that are not acceptable or incomplete. The Contractor shall coordinate all Subcontractors to achieve prompt completion of the punch list.

C. The Contractor shall not be relieved of the responsibility to provide Contract items left off of the Landscape Architect\Engineer's\Engineer’s punch list.

D. If the Landscape Architect\Engineer determines that the Work is not Substantially Complete, the Landscape Architect\Engineer shall inform the Contractor of those items that must be completed before the Landscape Architect\Engineer will prepare a monetized punch list. Upon completion of those items, the Contractor shall again request the Landscape Architect\Engineer to prepare a punch list.

E. When the punch list has been prepared, the Landscape Architect\Engineer will arrange a meeting with the Contractor and Subcontractors to identify and explain all punch list items and answer questions on work which must be done before final acceptance.

F. The Landscape Architect\Engineer may revise the punch list, from time to time, to ensure that all items of Work are properly completed.

1.04 FINAL CLEANING

A. Immediately prior to Substantial Completion of the work, the Contractor shall perform all cleanup work as follows:

1. Remove all waste materials and rubbish from the site and legally dispose of it.

2. Remove all tools, equipment, machinery, surplus material, temporary enclosures, and any other material belonging to the Contractor or his Subcontractors.

3. Clean all surfaces, fixtures, and equipment within the work areas, and any surfaces outside the work area which have been made dirty by the work of the contract. Leave the entire site clean and ready for use.

1.05 RECORD DRAWINGS/AS-BUILT DRAWINGS

A. During the course of the work the Contractor shall maintain, at the site, a clean set of black line prints of the contract drawings. This set of prints will be marked "Record Drawings" and shall be kept in a clean condition and separate from the drawings in general reference use. On these record drawings, the Contractor shall record all deviations from the work as described in the contract drawings, especially those deviations in utilities work.

B. At the completion of the work, neat, clean and complete record drawings shall be prepared and submitted to the Owner as a condition precedent to final payment. At his own expense the Contractor shall obtain reproducibles of working drawing sheets from the Owner from which as-built drawings will be prepared.

1.06 OPERATING AND MAINTENANCE DATA

At substantial completion of the project, the Contractor shall deliver to the Owner two sets of all operating and maintenance instructions for the various pieces of equipment or paints included in the project. This information shall be neatly bound in loose leaf notebooks for the Owner's permanent record.

1.07 WARRANTIES

At substantial completion of the project, the Contractor shall deliver to the Landscape Architect\Engineer copies of all warranties for the various materials and pieces of equipment included in the project. These warranties shall be submitted in duplicate and shall be bound together with the operating and maintenance data called for above.

1.08 FINAL COMPLETION

A. Related Requirements: The Contractor's attention is directed to the General Conditions of the Contract.

B. Final Completion:

1. Within 10 days after Substantial Completion, if any of the items on the Landscape Architect\Engineer's punch list are not complete or if the Contractor has not provided the appropriate Record Drawings, Operating Manuals, Warranties, Guarantees, or Spare Parts, the Landscape Architect\Engineer shall assign a monetary value for each incomplete item as well as any other items as provided by M.G.L. c.30 sec.39K.

2. The Contractor shall provide the Landscape Architect\Engineer with a Notarized Contractor's Certificate and Release and an appropriate Application for Payment. This Application shall be for an amount equal to the remaining balance of the Contract less the amount of the Landscape Architect\Engineer's monetized punch list and any other items as provided under M.G.L. c.30 sec.39K.

3. The Contractor shall complete all remaining Work in accordance with the provisions of the General Conditions.

4. Upon completion of all remaining items, and after receipt of all appropriate Record Drawings, Operating Manuals, Warranties, Guarantees and Spare Parts required by the Contract Documents, The Contractor shall provide a notarized Contractor's Certificate and Release and a final Application for Payment to complement this close-out process.

5. The Contractor shall provide copies of Lien Waivers for all subcontractors and suppliers to obtain final payment. No final payment or release of

retainage shall be made without notarized copies of all Lien Waivers for the completed project.

END OF SECTION

SECTION 02071

GEOTEXTILE FABRICS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers furnishing of all labor, materials, and equipment necessary to install specified geotextile fabrics in locations shown on the drawings and as required by the Engineer.

1.02 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

Six (6) sets of shop drawings or working drawings and material specifications shall be submitted to the Engineer for review for each type of geotextile fabric furnished. General installation practices and installation schedule shall be included.

PART 2 - PRODUCTS

2.01 EROSION CONTROL FABRIC:

A. Erosion Control Fabric shall be of the best quality proven design and construction and shall be entirely suitable in every respect for the intended service.

B. Erosion Control fabric “B” shall be Tencate Miramesh as manufactured by Tencate Geosynthetics, Pendergrass, GA; Enkamat Soil Erosion Matting as manufactured by Bonar, Asheville, N.C.; Tenax Radix Erosion Control Netting as manufactured by Tenax Corp., Baltimore, MD or approved equal.

2.02 FILTER/DRAINAGE FABRIC:

A. The filter/drainage fabric shall be composed of continuous-filament fibers bonded together to form a sheet. The fabric shall be an average of 20 mils thick and possess the characteristics of Mirafi 140N.

B. The filter/drainage fabric shall be Mirafi 140N as manufactured by TenCate Geosynthetics; Foss-65 by Foss Manufacturing Co., Hampton, NH; US 120NW, as manufactured by US Fabrics, Cincinnati, OH, or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. GENERAL:

Installation of geotextile fabrics shall be strictly in accordance with manufacturer's instructions and specific layout plans and details reviewed by the Engineer.

B. EROSION CONTROL FABRIC:

Erosion control fabric shall be placed over the prepared surface in drainage swales and other locations as required by the Engineer. The fabric shall be unrolled, placed in the direction of water flow, overlapped, pinned down with wood stakes, and seeded. All installation work shall be in accordance with manufacturer's recommendations or as required by the Engineer.

C. FILTER/DRAINAGE FABRIC:

The filter/drainage fabric shall be installed in the final graded trench bottom prior to placement of the crushed stone bedding and at other locations shown on the drawings or designated by the Engineer. The drainage fabric in place shall cover the entire trench bottom and trench sides as shown on the drawings. Each width of drainage fabric shall be overlapped in accordance with manufacturer’s recommendations, but not less than 2 feet, to prevent intrusion of soil fines into the bedding.

3.02 FINAL INSPECTION AND ACCEPTANCE:

A. The Contractor shall, at his expense, have a manufacturer's representative inspect the work at completion of the installation. Any work found to be unsatisfactory shall be corrected at the Contractor's expense.

B. The Engineer, at the Contractor's expense, reserves the right to have a manufacturer's representative inspect the installation process at any time during construction.

END OF SECTION

SECTION 02220

DEMOLITION

PART 1- GENERAL

1.01 SCOPE OF WORK:

A. Work under this Section shall consist of the careful removal, storage on site, storage for reuse, legal transportation off-site, or demolition, of all structures and site features encountered or noted to be removed or abandoned to four feet below finished grade, and the removal and legal disposal of all materials not called for to be reused or salvaged, in accordance with the contract drawings, these specifications, and the directions of the Engineer. Provide all labor, equipment, materials, transportation and permits necessary to complete the work.

B. Items plan-referenced to be removed and stored shall be carefully removed and stored on site in a manner and location designated by the Engineer for reinstallation later or pick up by DPW representatives as shown on the plans or as required by the Engineer.

C. Items plan referenced, or as required by the Engineer to be removed and disposed of shall be removed from the site and properly and legally disposed of by the Contractor.

D. Items indicated on the contract drawings or in the specifications to be removed and salvaged, or other items required to be removed by the Engineer, shall be transported to a municipal storage facility, located within the Town's confines, and unloaded and stacked as required by the Engineer or Project Manager.

E. The scope for the general work/demolition requirements of this section include:

1. Removing cement and bituminous concrete pavements.

2. Removal and salvage of flag poles, monuments and other site amenities for reuse, as indicated on the drawings.

3. Clearing and grubbing of existing vegetation.

4. Stripping and stockpiling of existing top soil.

5. Removal of existing fences, bollards, stairs, and curbs.

6. Removal of abandoned utility poles and lights.

7. Removal and disposal of miscellaneous site features within the project areas, as indicated on the drawings.

8. Installation and maintenance of erosion controls.

1.02 PROTECTION:

A. The Contractor shall assume complete responsibility and liability for the safety and structural integrity of all work and utilities to remain during demolition.

B. Provide safeguards including, but not limited to, warning signs, barricades, temporary fences, warning lights and other items required for protection of personnel and the general public during performance of all work.

C. All features related to protection shall be maintained until that work has been completed to the point when such safeguards are no longer required.

1.03 SPECIAL REQUIREMENTS:

A. The Contractor shall salvage all, frames, grates, and covers from any demolition work and transport these to the Municipal Storage Yard unless these are called for to be reused, stored on site, or ordered by the Engineer to be disposed of.

B. Install erosion controls to protect adjacent areas from eroded materials likely to enter wetlands, resource areas, or drainage ways/systems, downstream of areas disturbed by work activities. Refer to Section 01570 ENVIRONMENTAL PROTECTION.

C. Where items to be demolished are located within or adjacent to pavements to remain, the Contractor shall make provisions to protect that pavement to remain. Cut concrete pavement back to nearest score line and cut bituminous concrete pavement back far enough so as not to allow disturbance to base course materials. Pavements damaged as a result of Contractor activities shall be replaced to the extent determined by the Engineer at no additional cost to the Owner.

PART 2 - MATERIALS

2.01 BACKFILL:

A. The Contractor shall provide suitable backfill as specified under Section 02300 EARTHWORK of these Specifications, to fill voids left by removal or abandonment of site features, and shall provide all pipe cap ends, mortar, brick and other material needed to cap off or plug pipes of various sizes and kinds.

B. Suitable materials shall be used as base course fill and topsoil to the depth as specified herein. Restore disturbed areas with similar materials blended to match the line and grades of adjacent surfaces.

2.02 TEMPORARY FENCE:

A. Refer to Section 02821- TEMPORARY CHAIN LINK FENCE

PART 3 – EXECUTION

3.01 SALVAGEABLE MATERIAL:

A. Frames, grates and other salvageable material shall be carefully removed to minimize damage and stored for later reuse, transport, or removal from site.

3.02 ABANDONED STRUCTURES:

A. All inlets and outlets shall be plugged with at least eight (8) inches of brick and mortar masonry. Upper portions of masonry structures shall be removed to a depth of three feet. The bottoms of all structures shall be broken to allow drainage, and the structure shall be filled with suitable backfill material placed in six (6) inch layers and thoroughly compacted at each level.

B. The Engineer shall review work related to abandoned structures before backfilling. Those items not reviewed before backfilling shall be uncovered and backfill procedures observed, at no expense to the Owner.

3.04 ABANDONED PIPES OR CONDUITS:

A. Plug previously abandoned drainpipes encountered with masonry brick at least eight (8) inches in thickness.

B. Abandon discontinued water supplies that are encountered during the execution of this contract in accordance with Town requirements.

C. Electrical conduits encountered and previously abandoned shall be capped or plugged.

END OF SECTION

SECTION 02230

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 SCOPE OF WORK:

A. The work under this Section shall consist of clearing, grubbing, cutting, removal and disposal of all vegetation and debris from areas within the Limit of Work where noted on the plans or as designated by the Landscape Architect\Engineer. The work shall also include the preservation from injury or defacement of all vegetation and objects designated or directed to remain.

1.02 SPECIAL INSTRUCTIONS:

A. The burning of trees, brush, stumps, etc., shall not be permitted. The Contractor shall provide other satisfactory methods of disposal without additional compensation.

B. When fencing is installed outside normal clearing areas, every reasonable effort shall be made to preserve trees or shrubs whose removal is not essential to the installation of the fencing.

C. Trees and shrubs that are not to be cut, removed, destroyed or trimmed shall be saved from harm and injury. All damage done to trees by the Contractor's operation shall be appropriately pruned in accordance with accepted horticultural practice unless damage is so extensive that the damage claim process shall be adopted.

D. Equipment and supply storage areas shall be kept well away from the root zones of existing trees. This zone is determined to be equal to the outreach of the above ground branch structure of the trees. All effort shall be made to minimize any activity in these areas to help insure the continued good health of the existing trees.

1.03 PERMITS:

A. Per Permit Section of these Specifications, the Engineer shall be furnished notarized copies of agreements between the Contractor and owners of legal landfills and disposal or storage areas upon request. The Contractor shall make arrangements and negotiations necessary for the satisfactory legal disposal of trees, shrubs, stumps, roots, dead-wood and other litter off site.

PART 2 - MATERIALS

2.01 SUITABLE BACKFILL:

A. Refer to Specification Section 02300 EARTHWORK for suitable backfill

requirements.

PART 3- EXECUTION

3.01 CLEARING AND GRUBBING:

A. Clear and grub all areas as designated on the plans or as required to provide for proposed improvements. At the discretion of the Owner, individual plant materials, not plan referenced, may be denoted in the field to remain as determined by the Project Representative.

B. The stumps of all trees, brush and major roots shall be grubbed and removed per Section 02236 SELECTIVE INVASIVE SPECIES REMOVAL of these Specifications.

3.02 DISPOSAL OF TREES, BRUSH AND STUMPS:

A. Trees and stumps shall be properly disposed of off-site at a legal dump site as specified.

3.03 DISPOSAL OF DUTCH ELM DISEASED WOOD SHALL BE DONE IN THE MANNER HEREIN SPECIFIED:

A. Dutch Elm diseased wood shall be disposed of in accordance with the provisions of General Law, Chapter 87, Section 5 and Chapter 132, Sections 8 and 11, as amended; and in accordance with any additional local regulations.

B. Where the work includes the removal of elm trees or the limbs of elm trees, such trees or limbs thereof shall be disposed of immediately after cutting or removal and in such a manner as to prevent the spread of Dutch Elm disease. This shall be accomplished by covering them with earth to a depth of at least six (6) inches at the off-site location where the Contractor has arranged for disposal.

C. Where the work includes the removal and disposal of stumps of elm trees, such stumps shall be completely disposed of immediately after cutting in the manner specified above.

3.04 BACKFILLING:

A. Fill all voids with suitable backfill in controlled eight (8) inch maximum compacted lifts flush with proposed subgrades in adjacent areas.

END OF SECTION

SECTION 02235

TREE PRUNING AND TREE AND STUMP REMOVALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. The work of this Section includes the following:

1. Pruning - Class II, including the removal of all limbs necessary to execute the proposed site improvements or recommended by a Massachusetts Certified Arborist including but not limited to aesthetics, structural and or tree health concerns, field, playground and fence work required under this contract.

   Standard tree trimming consists of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance.

2. Removal of trees and stumps completely.

B. Refer to the Contract Drawings for general location of trees along the site perimeter and within the designated limit of work boundaries. In general, all trees are to removed completely or are to be pruned in conformance with this Specification unless otherwise noted on the contract plans. Tree removals shall be limited to the area denoted on the plans and shall include the removal of individual trees that would impede the construction of proposed facilities.

1.02 QUALIFICATIONS OF CONTRACTOR:

A. This work shall be limited to individuals, partnerships and corporations who are actively engaged in the field of Arboriculture, and who demonstrate competence, experience and financial capability to carry out the terms of this project. The Owner may require proof of these qualifications.

B. All work shall be conducted by qualified and trained personnel under the direct supervision of a Massachusetts Certified Arborist (MCA) in the Contractor's employ.

1.03 PERSONNEL:

A. The Contractor shall submit each employee's name and title prior to the commencement of work. The Contractor shall advise the Owner of any changes

in personnel assigned to this Contract.

B. The crew foreman shall have a minimum of five (5) years climbing/pruning experience. At least one (1) crew person shall be an MCA and shall be certified in CPR.

C. Each trimmer shall be experienced and highly qualified with the necessary tree worker skills to successfully complete the work of this Section, including the ability and training to perform aerial rescue. Said skill shall also include worker safety and ability in compliance with current OSHA and ANSI Z-133.1 Standards.

1.04 SPECIAL REQUIREMENTS:

A. All Dutch Elm diseased wood shall be disposed of in accordance with provisions of General Laws, Chapter 87, Section 5, and Chapter 132, Sections 8 and 11 as amended; and in accordance with any additional local regulations.

All wood, branches, stumps, and leaf litter shall be removed from the site and be properly disposed of in accordance with state and local regulations.

B. No burning or burying shall be permitted on the project site.

C. Prior to commencing work, the Contractor shall submit a plan to the Owner for legal disposal of removed materials, in conformance with State and Federal regulations.

1.05 STANDARDS AND DEFINITIONS:

A. All pruning work shall be performed in accordance with the following:

1. The ANSI A300 'Standard Practices for Trees, Shrubs, and Other Wood Plant Materials' of the Secretariat: National Arborist Association, Post Office Box 1094, Amherst, New Hampshire 03031.

2. American National Standards Institute (ANSI) Standard Z-133.1.

3. The standards and practices of the International Society of Arborists.

4. The standards and practices of the Massachusetts Arborist Association.

5. The standards and practices of the American Association of Nurserymen.

B. The term 'Owner' shall mean the Owner's designated representative charged with carrying out the requirements of this Project, Architect, Engineer, Planner, or Tree Warden as referenced herein, rendering approvals for the Owner.

1.06 EXAMINATION OF SITE AND DOCUMENTS:

A. The Contractor shall be responsible for having a clear understanding of the existing site conditions and shall be responsible for fully carrying out the work of this Section, regardless of actual site conditions encountered.

1.07 ORDER OF WORK:

A. Based on the site conference, the Contractor shall submit a schedule of work for the Owner's review and approval prior to beginning work. Unless otherwise authorized by the Owner, failure of the Contractor to comply with the approved removal schedule shall be sufficient cause to give notice that the Contractor is in default of the contract.

1.08 PROTECTION OF THE VEGETATION TO BE PRESERVED:

A. The Contractor shall protect all existing trees, shrubs, lawns and other site features designated to remain. The placement of protection devices located at the limits of each tree canopies drip line, such as snow fence or approved equal enclosures, may be adjusted at the Owner's discretion and at no cost to the Owner.

B. Damage no plants, trees and vegetation to remain by burning, pumping water, cutting of live roots or branches, or any other means. Neither vehicles nor equipment shall be parked within the dripline of trees to remain, or where ever damage may result to trees to be saved. Construction material shall not be stored beneath trees to be saved.

C. The Contractor shall be liable for any damage to any trees, shrub, lawn or other site features to remain, and shall immediately report to the Owner. Damaged shrubs or lawns shall be restored or replaced to match existing to remain to the satisfaction of the Owner.

D. The Contractor shall compensate the Owner for damages by installing replacement tree(s) of the size and species approved by the Owner and of sufficient quantity such that the sum of the Diameter at Breast Height (DBH) inches for replacement trees equals the total DBH inches of the damaged tree(s). Damaged shrubs shall be replaced with shrubs(s) of the same size, species, and quantity, unless determined otherwise by the Owner.

1.09 USE AND CARE OF THE SITE:

A. The Contractor shall leave the work site at the end of each working period in a condition satisfactory to the Owner.

B. Pavements shall be swept and lawns or other surfaces raked and/or otherwise cleaned of all material related to the work operation. Degree of clean-up required

will be described by the Owner and will be based upon the character of the work area.

C. All trimmings or any other form of debris (except diseased materials or trimmings from Elms) shall be collected and chipped. The Contractor shall remove all materials and shall dispose of such materials off site in a legal manner.

D. The Contractor shall be fully and solely responsible for any damage to equipment or vehicles left at the site of the work. All necessary permits shall be obtained by the Contractor.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. Equipment necessary for this Contract shall be properly maintained and in good operating condition to the Town's satisfaction. The Contractor shall promptly remove and replace any equipment which the Owner deems to be in unsatisfactory condition or otherwise unsuitable.

B. Cutting tools shall be kept well sharpened to provide clean smooth cuts. Any tools utilized on any tree suspected to have cankers or other fungal, bacterial or viral diseases shall be sterilized or not used on any other specimen.

C. A disc chipper shall be used which will process material up to twelve (12) inches in diameter.

PART 3 - EXECUTION

3.01 PRUNING:

A. Under this Section, the Contractor shall furnish all labor, materials, equipment and transportation required to complete all aspects of the work in accordance with all local, state and federal regulations in force at the same time of this Contract and in accordance with tree pruning as specified herein.

B. The work of this Section consists of all pruning work and related items as specified herein and includes, but is not limited to:

1. Pruning - Class II throughout the designated areas and limb removal required to allow for the proper installation of all new site improvements including but not limited to fields, play equipment and fencing.

   Class II pruning is defined as medium pruning and shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunks as well as those within the leaf area. An

occasional branch one (1) inch or less in diameter may remain within the main leaf area where it is not practical to remove it.

3.02 DESCRIPTION OF PRUNING WORK:

A. Pruning and trimming are generally described as the removal and disposal of limbs, branches and stubs which are either dead, potentially detrimental to the health of the tree or dangerous to pedestrians, visually deficient, interfering or otherwise objectionable as determined by the Owner.

B. The limits of all trees to be pruned have been identified on the plans or referenced elsewhere in this specification section.

C. Vehicle access shall be controlled and approved by the Owner.

D. If the Contractor discovers tree(s) which have not been marked for pruning, but whose condition is such that removal is warranted, whether due to death, disease, decay, or structural weakness, such tree(s) shall not be pruned and the Contractor shall immediately report these findings in writing to the Owner and await the Owner's direction before proceeding with work on the particular tree(s) in question.

E. All pruning shall be performed in a manner that maintains the natural aesthetic characteristics of the species and variety of trees. No topping or dehorning of trees or stubbing back of branches shall be permitted. All cuts shall be made to a lateral branch that is a minimum of one third (1/3) the size of the branch being removed, unless otherwise instructed by the Owner.

F. The use of climbing spurs or spiked shoes shall not be permitted and their use will result in the immediate cancellation of the contract.

G. All cuts shall be made sufficiently close to the parent stem so that wound closure can be readily started under normal conditions. Cuts shall, however, never be made through the branch collar. Slab cuts and rip cuts will result in cancellation of the contract.

H. All limbs over two (2) inches in diameter to be removed shall be precut to prevent splitting. Any branches that by falling would injure existing trees to remain or other objects shall be lowered to the ground by proper ropes.

I. On trees known to be diseased and where there is known to be danger of transmitting the disease on tools, tools shall be disinfected with alcohol or bleach after each cut between trees.

J. Lateral branches as well as occasional branch suckers ("water sprouts") may be retained. Complete removal of secondary laterals and branch suckers resulting in the stripping of major limbs, ("lion tailing") will not be permitted.

K. Tree paint to seal pruning cuts shall not be used.

L. All branches and limbs shall be manually lowered to the ground via rope and pulley. This practice must be consistent with the National Arborist Association Standards for Pruning. All grade-level artifacts and landscaping must be protected from damage.

3.03 REMOVALS:

A. The Contractor shall furnish all labor, materials, equipment and transportation required to complete all aspects of the removals work in accordance with all local, state, and federal regulations in force at the time of this contract and in accordance with tree and stump removals as specified herein.

3.04 DESCRIPTION OF REMOVAL WORK:

A. Removal is generally described as the removal of groups and individual trees and shrubs which interfere with the growth of more desirable types of trees; the clearing away of lesser growth that may obscure outstanding trees; and thinning out to provide space for healthy growth by the elimination of thinner, weaker trees.

B. The Contractor shall adhere to the specifications and provide suitable facilities for inspecting the work. Failure of the Owner to immediately reject unsatisfactory work or to notify the Contractor of deviations from the specification shall not relieve the Contractor of responsibility to correct or remedy unsatisfactory work.

C. The Contractor shall only work on trees designated by the Owner. No compensation will be made for work performed on any other tree or trees.

D. Trees designated to be removed shall be taken down and all leaves, branches and trunks of trees properly disposed of by chipping and removal from the premises.

E. Fell trees in a manner that allows all site features and those trees to be saved undamaged.

F. Removal of all the parts of each tree shall be completed on the same day that the tree is cut.

G. Where approved prior to commencing the work by the Owner, stumps shall be ground to eighteen (18) inches below grade by grinding or other means acceptable to the Owner. The void from the stump removal operations shall be filled with ordinary borrow soil to within six (6) inches of finished grade. The top six (6) inches shall be filled with screened loam, moderately tamped to prevent future settling. In areas where indicated on the plans as proposed seed areas the disturbed area shall be sown with grass seed of a mix per specifications, as directed by the

Owner.

H. Excavation or grading within the branch spread of trees to be saved shall be performed only under the direction of the Owner unless otherwise directed. Removal of pavement such as bituminous concrete in these zones shall be by hand tools and/or air spade to ensure root health for trees to remain.

I. All equipment to be used and all work to be performed must be in full compliance with all standards as promulgated by OSHA at the time of bidding, including but not limited to those regulations concerning noise levels, protective devices and operator safety.

J. The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall protect the public and its property from injury or damage that could be caused by the progress of the work. To this end the Contractor shall provide, erect, and maintain protective devices acceptable to the Owner, including but not limited to barricades, lights and warning signs.

K. Any practice employed by the Contractor that is obviously hazardous as determined by the Owner shall be immediately discontinued by the Contractor upon receipt of either written or oral notice from the Owner to discontinue such practice.

END OF SECTION

SECTION 02236

SELECTIVE INVASIVE SPECIES REMOVAL

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. The work of this Section includes the following:

1. Pruning – Class II, to include all existing trees and shrubs located within the designated limits of work of each parks. Work shall also include the removal of limbs as necessary to provide appropriate clearances and installation of new site improvements including but not limited to fields, courts, playgrounds and other various site features.

2. Removal of selected living trees and removal of all dead, dying or diseased vegetation from within the project limits in accordance with the contract documents specifications. Trees requiring removal in the areas indicated as "selective clearing" will be tagged by the Owner during bidding.

3. Removal of invasive species and undesirable undergrowth in accordance with these specifications.

4. Complete removal and disposal of trees and stumps as designated herein and as described on the contract drawings.

B. Refer to the Contract Drawings for the general quantity and locations of existing trees that require pruning or removal. Trees shall be pruned in conformance with this specification. Tree removals shall be limited to areas as denoted on the plans and shall include the removal of individual trees that would impede the construction of proposed facilities or those that are dead or dying.

C. Prospective bidders are advised to complete a site visit to review the extent of work required and to confirm existing conditions, access issues, terrain and the general nature of the work of the Section.

1.02 QUALIFICATIONS OF CONTRACTOR

A. This work shall be limited to individuals, partnerships and corporations who are actively engaged in the field of Arboriculture, and who demonstrate competence, experience and financial capability to carry out the terms of this project. Eligible contractors must derive a majority of their income from arboricultural work. The Owner may require proof of these qualifications.

B. All work shall be conducted by qualified and trained personnel under the direct supervision of a Massachusetts Certified Arborist (MCA) in the Contractor's employ.

1.03 SPECIAL REQUIREMENTS

A. Trees: The trees to be removed shall be those shown on the plans or designated by the Engineer/Arborist.

B. Undergrowth: All plants less than 4 inches in diameter, measured at a height of 4 feet 6 inches above the ground, shall be classified as undergrowth. All undergrowth shall be removed from areas shown on the plans, described in the special provisions, or designated by the Engineer; except for those plants designated by the Engineer to be preserved.

C. General: When specified in the special provisions, stumps shall be treated with a herbicide immediately after cutting to prevent sprouting. The herbicide to be used, and the method and rate of application shall be as specified in the special provisions. The Contractor shall follow all applicable instructions, warnings, and safety precautions stated on the manufacturer's label, and shall comply with all laws and regulations governing herbicides that are in effect at the time of use. When work is performed properly in accordance with these specifications, no subsequent recutting of sprouts or seeding growth will be required. All trees and undergrowth cut shall be disposed of in accordance with the applicable requirements of Section 02220 Demolition of these specifications.

D. Dutch Elm diseased wood shall be disposed of in accordance with provisions of General Laws, Chapter 87, Section 5, and Chapter 132, Sections 8 and 11 as amended; and in accordance with any additional local regulations. All wood shall be removed from the site and be properly disposed of in accordance with state and local regulations.

E. No burning shall be permitted on the project site.

F. Prior to commencing work, the Contractor shall submit a plan to the Owner for legal disposal of removed materials, in conformance with State and Federal regulations.

1.04 STANDARDS AND DEFINITIONS

A. All pruning work shall conform to the following:

1. The ANSI A300 'Standards Practices for Trees, Shrubs, and Other Wood Plant Materials' of the Secretariat: National Arborist Association, Post Office Box 1094, Amherst, New Hampshire 03031.

2. American National Standards Institute (ANSI) Standard Z-133.1.

B. The term 'Owner' shall mean the Town of Natick designated representative charged with carrying out the requirements of this Project –'Landscape Architect', 'Arborist', 'Engineer', 'Planner', or 'Tree Warden' as referenced herein, rendering approvals for the Owner.

C. The owner's representative or engineer will monitor job progress throughout the project and approve all payments. A site walk will be conducted before work begins between the contractor and the owner's representative or landscape architect. Specific trees, undergrowth and invasive species may be identified at this time for removal/eradication.

1.05 EXAMINATION OF SITE AND DOCUMENTS

A. The Contractor shall be responsible for having a clear understanding of the existing site conditions and shall be responsible for fully carrying out the work of this Section, regardless of actual site conditions encountered.

1.06 ORDER OF WORK

A. Based on the site conference, the Contractor shall submit a schedule of work for the Owner's review and approval prior to beginning work. Unless otherwise authorized by the Owner, failure of the Contractor to comply with the approved removal schedule shall be sufficient cause to give notice that the Contractor is in default of the contract.

1.07 PROTECTION OF THE VEGETATION TO BE PRESERVED

A. The Contractor shall protect all existing trees, shrubs, lawns and other site features designated to remain. The placement of protection devices, such as snow fence enclosures, shall, however, be at the Contractor's discretion.

B. Damage no plant to remain by burning, pumping water, cutting of live roots or branches, or any other means. Neither vehicles nor equipment shall be parked within the dripline of trees to remain, or where ever damage may result to trees to be saved. Construction material shall not be stored beneath trees to be saved.

C. The Contractor shall be liable for any damage to any trees, shrub, lawn or other site features to remain, and shall immediately report to the Owner. Damaged shrubs or lawns shall be restored or replaced to match existing to remain to the satisfaction of the Owner.

D. The Contractor shall compensate the Owner for damages by installing

replacement tree(s) of the size and species approved by the Town and of sufficient quantity such that the sum of the caliper inches for replacement trees equals the total caliper inches of the damaged tree(s). Damaged shrubs shall be replaced with shrubs(s) of the same size, species, and quantity, unless determined otherwise by the Owner.

E. Any plants that are damaged to such an extent as to destroy their value for landscape purposes shall be cut and disposed of, and grass that is damaged shall be reseeded and remulched as necessary by the Contractor at no cost to the Owner when so directed by the Engineer.

F. The Contractor shall conduct his operations in such a manner to prevent injury to trees, shrubs, grass, or other types of vegetation that are to remain growing, and also to prevent damage to adjacent property.

G. When any such injuries to trees or shrubs occur, broken branches shall be removed and rough edges of scarred areas shaped and made smooth in accordance with generally accepted horticultural practice.

1.08 USE AND CARE OF THE SITE

A. The Contractor shall leave the work site at the end of each working period in a condition satisfactory to the Owner.

B. Pavements shall be swept and lawns or other surfaces raked and/or otherwise cleaned of all material related to the work operation. Degree of clean-up required will be described by the Owner and will be based upon the character of the work area.

C. All trimmings or any other form of debris (except diseased materials or trimmings from Elms) shall be collected and chipped. The Contractor shall remove all materials and shall dispose of such materials off site in a legal manner.

D. The Contractor shall be fully and solely responsible for any damage to equipment or vehicles left at the site of the work. All necessary permits shall be obtained by the Contractor.

PART 2 - MATERIALS

2.01 EQUIPMENT

A. Equipment necessary for this Contract shall be properly maintained and in good operating condition to the Town’s satisfaction. The Contractor shall promptly remove and replace any equipment which the Owner deems to be in unsatisfactory condition or otherwise unsuitable.

B. Cutting tools shall be kept well sharpened to provide clean smooth cuts. Any tools utilized on any tree suspected to have cankers or other fungal, bacterial, or viral disease shall be sterilized or not used on any other specimen.

C. A disc chipper shall be used which will process material up to twelve (12) inches in diameter.

2.02 PERSONNEL

A. The Contractor shall submit each employee's name and title prior to the commencement of work. The Contractor shall advise the Owner of any changes in roster assigned to this contract.

B. A crew shall consist of one (1) tree trimmer/climber, and one (1) ground person (one of whom shall be a crew foreman). The crew foreman shall have a minimum of five (5) years climbing/pruning experience. At least one (1) crew person shall be a MCA and shall be certified in CPR.

C. Each trimmer shall be experienced and highly qualified with the necessary tree worker skills to successfully complete the work of this Section, including the ability and training to perform aerial rescue. Said skill shall also include worker safety and ability in compliance with current OSHA and ANSI Z-133.1 Standards.

PART 3 - EXECUTION OF SELECTIVE CLEARING AND INVASIVE SPECIES REMOVAL

3.01 SELECTIVE CLEARING AND INVASIVE SPECIES REMOVAL

A. The Contractor shall furnish all labor, materials, equipment and transportation required to complete all aspects of the selective clearing and invasive species work in accordance with all local, state, and federal regulations in force at the time of this contract and in accordance with selective clearing and invasive species removal as specified herein.

3.02 DESCRIPTION OF WORK-SELECTIVE CLEARING AND INVASIVE SPECIES REMOVAL

A. The work under this item shall consist of the removal of hazardous growth and dead, dying or diseased plant material; the removal of groups and individual plants which interfere with the growth of more desirable types of trees and the clearing away of lesser growth that may obscure outstanding trees, tree groups, or scenic views. Any part of tree trunks or base of plant material located on the Property Lines shall be considered within the property.

B. Contractor shall educate themselves and completely understand the different control methods before commencing with the work. Many plants may be able to

be removed by hand, mowed or cut. Herbicides can also effectively remove invasive plants, but should be used in accordance with the manufactures instructions and with discretion. Contractor shall submit all herbicides to Owner for approval prior to commencing work. Never apply herbicides prior to a rain event or near wetlands, rivers, streams or conservation areas.

C. Densely wooded areas shall be thinned to provide space for healthy growth by eliminating thinner, weaker trees and the reduction of number of varieties.

D. The Contractor's attention is called to the requirements for work under this item. The desired appearance to be attained in certain areas of heavy growth may require three or more operations. First, the obvious dead, dying and diseased trees and undergrowth shall be cut and cleared out of the area. This work includes removal of any previously fallen trees, branches, uprooted stumps and other debris as directed. Next, the area is to be thinned out, as directed, by removing the less desirable trees and brush which interfere with the growth of the better plant material. Finally, clear out lesser growth which may obscure outstanding trees, tree groups or scenic views.

END OF SECTION

SECTION 02240

DEWATERING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section specifies designing, furnishing, installing, maintaining, operating and removing temporary dewatering systems as required to lower and control water levels and hydrostatic pressures during construction; disposing of pumped water; constructing, maintaining, observing and, except where indicated or required to remain in place, removing of equipment and instrumentation for control of the system.

1.02 RELATED WORK:

A. Section 00890, PERMITS

B. Section 01570, ENVIRONMENTAL PROTECTION

C. Section 02252, SUPPORT OF EXCAVATION

D. Section 02300, EARTHWORK

1.03 SYSTEM DESCRIPTION:

A. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from the slopes or bottom of the excavation; increasing the stability of excavated slopes; preventing loss of material from beneath the slopes or bottom of the excavation; reducing lateral loads on sheeting and bracing; improving the excavation and hauling characteristics of sandy soil; preventing rupture or heaving of the bottom of any excavation; and disposing of pumped water.

1.04 QUALITY ASSURANCE:

A. The Contractor is responsible for the adequacy of the dewatering systems.

B. The dewatering systems shall be capable of effectively reducing the hydrostatic pressure and lowering the groundwater levels to a minimum of 2 feet below excavation bottom, unless otherwise required by the Engineer, so that all excavation bottoms are firm and dry.

C. The dewatering system shall be capable of maintaining a dry and stable subgrade until the structures, pipes and appurtenances to be built therein have been completed to the extent that they will not be floated or otherwise damaged.

D. The dewatering system and excavation support (see Section 02252, SUPPORT OF EXCAVATION) shall be designed so that lowering of the groundwater level outside the excavation does not adversely affect adjacent structures, utilities or wells.

1.05 SUBMITTALS

A. Contractor shall submit six copies of a plan indicating how they intend to control the discharge from any dewatering operations on the project, whether it is discharge of groundwater from excavations or stormwater runoff during the life of the project.

PART 2 - PRODUCTS: NOT APPLICABLE

PART 3 - EXECUTION

3.01 DEWATERING OPERATIONS:

A. All water pumped or drained from the work shall be disposed of in a manner that will not result in undue interference with other work or damage to adjacent properties, pavements and other surfaces, buildings, structures and utilities. Suitable temporary pipes, flumes or channels shall be provided for water that may flow along or across the site of the work. All disposal of pumped water shall conform to the provisions of Section 01570 ENVIRONMENTAL PROTECTION and Section 00890 PERMITS.

B. Dewatering facilities shall be located where they will not interfere with utilities and construction work to be done by others.

C. Dewatering procedures to be used shall be as described below:

1. Crushed stone shall encapsulate the suction end of the pump to aid in minimizing the amount of silt discharged.

2. For dewatering operations with relatively minor flows, pump discharges shall be directed into hay bale sedimentation traps lined with filter fabric. Water is to be filtered through the hay bales and filter fabric prior to being allowed to seep out into its natural watercourse.

3. For dewatering operations with larger flows, pump discharges shall be into a steel dewatering basin. Steel baffle plates shall be used to slow water velocities to increase the contact time and allow adequate settlement of sediment prior to discharge into waterways.

4. Where indicated on the contract drawings or in conditions of excess silt suspended in the discharge water, silt control bags shall be utilized in catch basins.

D. The Contractor shall be responsible for repair of any damage caused by his dewatering operations, at no cost to the Owner.

END OF SECTION

SECTION 02252

SUPPORT OF EXCAVATION

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. This section of the specification covers wood sheeting and bracing for support of excavations. The requirements of this section shall also apply, as appropriate, to other methods of excavation support and underpinning which the Contractor elects to use to complete the work.

B. The Contractor shall furnish and place timber sheeting of the kinds and dimensions required, complying with these specifications, where indicated on the drawings or required by the Engineer.

1.02 RELATED WORK:

A. Section 02300, EARTHWORK.

B. Section 02240, DEWATERING.

1.03 QUALITY ASSURANCE:

A. This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et seq.) Contractors shall be familiar with the requirements of these regulations.

B. The excavation support system shall be of sufficient strength and be provided with adequate bracing to support all loads to which it will be subjected. The excavation support system shall be designed to prevent any movement of earth that would diminish the width of the excavation or damage or endanger adjacent structures.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Timber sheeting shall be sound spruce, pine, or hemlock, planed on one side and either tongue and grooved or splined. Timber sheeting shall not be less than nominal 2 inches thick.

B. Timber and steel used for bracing shall be of such size and strength as required in the excavation support design. Timber or steel used for bracing shall be new or undamaged used material which does not contain splices, cutouts, patches, or other alterations which would impair its integrity or strength.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Work shall not be started until all materials and equipment necessary for their construction are either on the site of the work or satisfactorily available for immediate use as required.

B. The sheeting shall be securely and satisfactorily braced to withstand all pressures to which it may be subjected and be sufficiently tight to minimize lowering of the groundwater level outside the excavation, as required in Section 02240, DEWATERING.

C. The sheeting shall be driven by approved means to the design elevation. No sheeting may be left so as to create a possible hazard to safety of the public or a hindrance to traffic of any kind.

D. If boulders or very dense soils are encountered, making it impractical to drive a section to the desired depth, the section shall, as directed, be cut off.

E. The sheeting shall be left in place where indicated on the drawings or ordered by the Engineer in writing. At all other locations, the sheeting may be left in place or salvaged at the option of the Contractor. Steel or wood sheeting permanently left in place shall be cut off at a depth of not less than two feet below finish grade unless otherwise directed.

F. All cut-off will become the property of the Contractor and shall be removed by him from the site.

G. Responsibility for the satisfactory construction and maintenance of the excavation support system, complete in place, shall rest with the Contractor. Any work done, including incidental construction, which is not acceptable for the intended purpose shall be either repaired or removed and reconstructed by the Contractor at his expense.

H. The Contractor shall be solely responsible for repairing all damage associated with installation, performance, and removal of the excavation support system.

END OF SECTION

SECTION 02290

SEEDING

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. This Section includes furnishing all labor, materials, equipment, seed and incidental materials necessary to accomplish all grass seeding and related work, complete in place, maintained, and accepted, in accordance with the Contact Drawings and Specifications. All grassed areas disturbed by the Contractor's operations shall be repaired as herein specified.

B. The Contractor shall bear the responsibility and cost of furnishing and applying water or any other substances, as necessary to ensure the sustainability of grass seeded areas, as part of the work of this contract.

1.02 RELATED WORK:

A. Section 02329, TOPSOIL LOAM BORROW.

B. Section 02911, ROOT ZONE MIX FOR BALLFIELDS

1.03 SUBMITTALS:

In accordance with requirements of general specifications, the Contractor shall submit the following to the Engineer for review and approval:

A. Six copies of information for seed mixes including the following:

1. Name and address of the seed supplier.

2. Source of origin and dates of harvest for each of the various types of seed

3. Certification of seed mix composition and proportion, indicating named seed varieties by percent, percent germination, purity, and percent crop seed, percent inert matter, and percent weed seed content.

4. Estimated number of seeds per pound of each type of seed in the mix

5. Ingredients that comprise the hydroseed mix

6. Soil amendments and fertilizers and indicated in Appendix A – Sand and Soil Amendments

B. Six copies of information detailing proposed limestone, fertilizers, mulch materials, hydroseeding materials (as required), and slope protection material (as required) to be applied to seeded areas.

C. Six copies of watering, fertilizing and maintenance schedule.

D. Six copies of marked up prints indicating the square footage of all proposed seeded areas with quantities of various soil additives and amendments, and quantities of seed for each area prior to beginning work.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. LOAM BORROW;

1. Loam Borrow shall be as specified in Section 02910, SCREENED LOAM BORROW AND TOPSOIL RE-USED.

B. LIMESTONE:

1. Lime shall be an approved agricultural limestone containing at least 50 percent total oxides (calcium oxide and magnesium oxide). The material will be ground such that 50 percent of the material will pass through a No. 100 mesh sieve and 98 percent will pass a No. 2 mesh sieve. Lime shall be uniform in composition, dry and free-flowing and shall be delivered to the site in the original sealed containers, each bearing the manufacturer's guaranteed analysis.

C. FERTILIZER:

1. Fertilizer shall be a complete, standard commercial fertilizer, homogenous and uniform in composition, dry and free-flowing, and shall be delivered to the site in the manufacturer's original sealed containers, each bearing the manufacturer's guaranteed analysis and marketed in compliance with State and Federal Laws. All fertilizer shall be used in accordance with the manufacturer's recommendations. Refer to Appendix A – Sand and Soil Amendments for required fertilizers. All fertilizers and soil amendments shall meet these requirements or be an approved equal.

2. Refer to Appendix A – Sand and Soil Amendments for required fertilization requirements.

D. SEED:

1. Seed shall be of an approved perennial variety mixture, the previous year's crop, clean, and high in germinating value. Weed seed content shall be less than 0.5 percent and include no noxious weeds. Seed shall be obtained from a reliable seed company and shall be accompanied by certificates of compliance relative to mixture

purity and germinating value. Seed shall be furnished and delivered in new, clean, sealed and properly labeled containers. All seed shall comply with applicable State and Federal laws. Seed that has become wet, moldy or otherwise damaged shall not be accepted.

2. Grass seed for playing field areas shall conform to the following requirements: TOUCHDOWN 80/20 MIX or approved equal.

Botanical and Common Names	Proportion by Weight	Germination Rate	Purity Minimum
Touchdown Kentucky Bluegrass	30%	70%	97%
Mercury Kentucky Bluegrass	30%	90%	98%
Armada Bluegrass	20%	80%	85%
Futura 3000 Ryegrass Blend	20%	90%	98%

Refer to Appendix A – for technical information on the seed types

3. Seed for landscape lawn areas (not athletic fields) shall conform to the following requirements: Green Space Mix or equivalent. Install at a rate of 6lb/1000 s.f.

30% Falcon IV Tall Fescue
20% Dallas Tall Fescue
20% Metolius Perennial Rye
20% Diva Kentucky Blue
10% Double Time Perennial Rye

E. TEMPORARY COVER CROP:

1. Temporary cover crop shall conform to the following requirements:

Botanical and Common Names	Proportion by Weight	Germination Rate	Purity Minimum
Annual Ryegrass (Lolium multiflorum)	80% min.	85%	%
Creeping Red Fescue (Festuca rubra)	4% min.	85%	95%
Perennial Ryegrass (Lolium perenne)	3% min.	90%	98%
Red Clover			

(Trifolium pratense)	3% min.	90%	%
Other Crop Grass	0.5% max.		
Noxious Weed Seed	0.5% max.		
Inert Matter	1.0% max.		

G. MULCH

1. Materials to be used in mulching seeded areas shall be free of weed seed and shall conform to the following requirements:

   a. Hay Mulch shall consist of mowed and properly cured grass, clover or other acceptable plants. No salt hay shall be used.

   b. Straw Mulch shall consist of stalks or stems of grain after threshing.

H. HYDROSEED MULCH, TACKIFIERS AND WATER RETENTION AGENTS:

1. Wood fiber mulch for Hydroseed application shall be a manufactured product of natural wood cellulose fibers with a non-toxic green marking dye incorporated to ensure uniform distribution. Mulch shall be packed in sealed original containers, clearly labeled with brand name and manufacturer. It shall have delivered moisture content less than 12 percent.

2. Hydroseed tackifier shall be a powdered starch-based product approved by the Engineer. Hydroseed tackifier shall be applied in conjunction with the hydroseed slurry in accordance with the manufacturer's recommendations.

2. Moisture retention agent shall be a powdered starch-based product, approved by the Engineer, and shall be capable of retaining up to 400 times their weight in water. Moisture retaining agents shall be added to the hydroseed slurry in accordance with the manufacturer's recommendations. Moisture retention agent shall be 'Hydro-Gel', as manufactured by Finn Corporation, Fairfield, OH.

3. Contractor to submit mix ingredients prior to installation of hydroseed.

I. SLOPE EROSION PROTECTION:

1. Erosion control blanket shall be 100 percent biodegradable mesh with 100 percent biodegradable straw or straw/coconut fill. Fill shall be held together by biodegradable fastening. Weight shall be 0.50 pounds per square yard. Erosion control blankets shall be applied parallel to direction of water flow. The erosion control blankets shall be by North American Green, Evansville, IN or approved

equal. For slopes 4:1 or greater, erosion control blanket shall be composed of 70 percent straw 30 percent coconut fiber, Model SC150. For slopes less than 4:1, erosion control blanket shall be high velocity straw matting, Model S150.

3. Six-inch wire staples shall be placed in accordance with the manufacturer's recommendations to anchor the mesh material. Staples shall be biodegradable.

J. WATER:

1. Water shall be furnished by the Contractor, unless otherwise specified, and shall be suitable for irrigation and free from ingredients harmful to plant growth and viability. The delivery and distribution equipment required for the application of water shall be the furnished by the Contractor, at no additional cost to the Owner.

PART 3 - EXECUTION

3.01 GENERAL:

A. All work shall be performed by skilled workers with a minimum of 2 years of sports field seeded lawn construction and establishment experience and under the full-time supervision of a qualified foreman.

B. Seeding operations shall not begin less than 4 days after the application of lime and fertilizer and the seedbed areas are reviewed and approved by the Engineer.

C. Seeding shall be done when soil and weather conditions permit in early spring, until June 15, or from September 10 to October l5, unless otherwise approved. If it becomes necessary for seed to be sown after June 15, provisions shall be made for supplementary water and using mulch cover over lawn areas.

D. If there is a delay in seeding, during which weeds grow, or soil is washed out, the Contractor shall eliminate the weeds by physical means, or replace the soil before sowing the seed, without additional compensation. Immediately before seeding is begun, the soil shall be lightly raked.

E. Seed shall be sown at the approved rate, on a non-windy day by machine, or as approved by the Engineer.

F. The surface shall be kept moist by a fine spray until the seed shows uniform germination over the entire area. Wherever poor germination occurs in areas larger than 3 square feet, the Contractor shall reseed, roll, straw and water as necessary to obtain proper germination.

G. If there is insufficient time in the planting season to complete soil preparations, fertilizing, and seeding, permanent seeding may be left until the following planting season, at the option of the Contractor, or on order of the Engineer. In that event, a temporary cover crop

shall be sown. This cover crop shall be cut and watered as necessary until the beginning of the following planting season, at which time it shall be plowed or harrowed into the soil, the area shall be fertilized and the permanent seed crop shall be sown as specified.

H. Protection of all newly loamed and graded areas is required and shall be accomplished by whatever means necessary such as mulch applied with a tackifier, or by other means approved by the Engineer. The Contractor shall be responsible for the prevention of siltation in areas beyond the limit of work and for all means of protection throughout the maintenance period at no additional cost to the Owner.

3.02 ROOT ZONE MIX TESTING REQUIREMENTS

A. Root zone mix (vegetative support layer) samples shall be collected from in-place mix at a minimum of every 1000 cubic yards and analyzed for grain size (ASTM D422), pH (ASTM D6276) and organic content (ignition test).

3.02 SURFACE PREPARATION:

A. Refer to SECTION 02911 – ROOT ZONE MIX FOR BALL FIELDS and Appendix A – Sand and Soil Amendments for surface preparation.

3.03 BROADCAST SEEDING, PLACING MULCH AND SLOPE EROSION PROTECTION:

A. Athletic field seeding shall be sown by slice seeding and broadcast spreader. 5lb /1,000 s.f. shall be sown by slice seeding, the remaining 1lb /1,000 s.f by broadcast spreader., or as directed by the Engineer. Seed shall be divided into 2 equal amounts and uniformly distributed in 2 applications at right angles to each other. Seed shall then be raked lightly into the soil to a depth of l/4 inch.

B. If mulch is not necessary the seed shall be directly firmed into the soil with a roller that will apply pressure between 75 and 100 pounds per linear foot of width.

C. Hay or Straw Mulch shall be used based on time of seeding as previously specified over all seeded areas, as designated on the plans, or as otherwise directed. If mulch is to be used, it shall be loosely spread to a uniform depth at a rate of 4-1/2 tons per acre to provide ¼ inch of cover, or as otherwise directed. The seed and mulch shall then be firmed into the soil with a roller that will apply a pressure between 75 and 100 pounds per foot of width.

D. Hay or Straw Mulch may be applied by mechanical apparatus, if in the judgment of the Engineer, the apparatus spreads the mulch uniformly and forms a suitable mat to control slope erosion. The apparatus shall be capable of spreading at least 80 percent of the hay or straw in lengths of 6-inches or more, otherwise it shall be spread by hand without additional compensation.

E. Slope erosion control blankets shall be placed as indicated on the plans or as directed by the Engineer.

3.04 HYDROSEEDING:

A. The application of lime, fertilizer, grass seed and mulch may be accomplished in a single operation with the use of approved hydroseeding equipment. The materials shall be mixed with water in the machine and kept in an agitated state in order that the materials may be uniformly suspended in the water. The slurry shall be of such consistency that it can be sprayed from a hydroseed gun or through at least 200 feet of 1 ½ inch diameter hose. The spraying equipment shall be so designed that when the solution is sprayed over an area, the resulting deposits of lime, fertilizer, grass seed, and mulch shall be equal to the specified quantities.

B. Prior to the start of hydroseeding, the Contractor shall furnish to the Engineer, in writing, the weights of limestone, fertilizer, grass seed, mulch, tackifier (as required) and moisture retention agent (as required) per 100 gallons of water to be used. This statement should also specify the number of square yards of seeding that can be covered with the solution specified above. If the results of hydroseeding operations are unsatisfactory, the Contractor will be required to abandon this method and to apply the lime, fertilizer, grass seed and mulch by other means.

C. Seed shall be incorporated with the mulching material to obtain a minimum hydroseeded sown coverage of 200 pounds of the specified seed mix per acre, as recommended by the seed suppliers, or as directed by the Engineer.

D. Wood fiber mulch shall be uniformly spread over certain selected seeded areas at the minimum rate of 1,400 pounds per acre unless otherwise directed. Mulch shall be placed by spraying from an approved spraying machine with pressure sufficient to cover the entire area in a single operation.

E. The Contractor shall immediately cleanup hydroseed oversprays from plant materials, pavements, furnishings, etc., to the satisfaction of the Engineer.

3.05 MAINTENANCE:

A. The Contractor shall maintain and protect the entire seeded area, as necessary to ensure dense healthy growth, until completion of the guarantee period and final acceptance of the project, or for 60 days, whichever is longer. If lawns are planted in late summer or during the fall, maintenance shall continue through the following spring for at least 60 days. Maintenance shall include watering as specified, liming, fertilizing, removal of stones, control of weeds, insect pests and fungal pathogens, and regular mowing. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit.

B. The first cutting of lawn areas shall be done when the grass is between 2 ½ - 3 inches in height. The lawn shall be cut no shorter than 2 inches in height and shall be regularly mowed as necessary to maintain the above-prescribed conditions. All cuttings shall be

removed from the lawn during the maintenance period and disposed of off-site. Cutting shall be accomplished with approved equipment that is weed free, clean of all herbicides and pesticides and has freshly sharpened blades. No mowing shall occur without inspection and approval of the Engineer.

C. The Contractor shall be responsible to regularly water seeded areas with the equivalent of 1-inch minimum of rainfall per week, or as necessary to develop and sustain dense, green growth.

D. Six weeks after turf has established, and only during the months of April, May, or September, the Contractor shall apply fertilizer as specified above, at one half the rate recommended by the initial soils laboratory tests, or as directed by the Engineer.

E. The Contractor shall be responsible for securing all seeded areas from physical damage as necessary, including warning signs, barriers, temporary fencing, or other means of protection, through the guarantee period until final acceptance. All damaged areas shall be repaired to reestablish healthy vigorous growth of turf to the satisfaction of the Engineer, at no additional cost to the Owner. All temporary barriers shall remain the property of the Contractor and shall be removed by the Contractor upon final acceptance by the Engineer.

F. Pavement shall be kept clean and clear of cuttings and debris at all times during the maintenance period to the satisfaction of the Engineer.

3.06 INSPECTION AND PRELIMINARY ACCEPTANCE:

A. At the beginning of the planting season following that in which the permanent grass crop is sown, seeded areas will be inspected. Any section not showing dense, vigorous growth shall be promptly reseeded by the Contractor at no additional cost to the Owner. The seeded areas shall be watered, weeded, cut and otherwise maintained by the Contractor, as many times as necessary, in accordance with these specifications, until they are accepted.

B. The Contractor shall provide written notice to the Engineer not less than 10 days before the anticipated date of inspection for preliminary acceptance. The Engineer shall recommend preliminary acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals, or replacements.

C. Inspection and acceptance of seeded areas may be requested and granted in part, provided the areas for which acceptance is requested are relatively substantial in size, and with clearly definable boundaries. Acceptance and use of these areas by the Owner shall not waive any other provisions of this Contract.

D. Refer to Appendix A – Sand and Soil Amendments

3.07 GUARANTEE:

A. Seeded areas shall be guaranteed until final acceptance of the project, or, in the case of late summer or fall planting, the guarantee period shall extend through the following spring.

B. When the work is accepted in part, the guarantee period shall extend from each partial acceptance to the terminal date of the last guarantee period. All guarantee periods terminate at one time.

C. Guarantee shall not apply to the replacement of seeded lawns resulting from the removal, loss, or damage due to occupancy of the project in any part; vandalism or acts of neglect on the part of others; physical damage by animals, vehicles, etc.; and Acts of God, including but not limited to, catastrophic fire, hurricanes, riots, war, etc.

D. In the instance of curtailment of water by local water authorities (when supply was to be furnished by the Owner), the Contractor shall furnish all necessary water by water tanker, the cost of which will be approved and paid for by the Owner.

3.08 FINAL INSPECTION AND FINAL ACCEPTANCE:

A. At the end of the guarantee period, the Contractor shall provide written notice to the Engineer not less than 10 days before the anticipated date of final inspection for final acceptance.

B. The Engineer shall recommend final acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals or replacements.

END OF SECTION

SECTION 02300

EARTHWORK

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Work included: The Contractor shall furnish all labor, materials, equipment and transportation required to complete Earthwork as indicated on the drawings, as designated by the Engineer, or as specified herein, and to complete all proposed work including but not limited to the following:

1. Without limiting the generality thereof, Earthwork shall include excavating, furnishing borrow materials as necessary, and backfilling for the construction of all proposed work from existing grades to finished grades. Work shall include the removal of unclassified material, such as bituminous pavements, curbs, ledge and boulders under one (1) cubic yard in size, concrete, reinforced and plain, structures, and metal or wood posts; and unsuitable materials of every nature throughout the site within twelve (12) inches below finished subgrade elevations for proposed work or as indicated or required for new construction; transportation of the excavated materials; backfilling to proposed base course subgrades with approved excavated and/or furnished materials; and the legal disposal of unsuitable, and/or surplus excavated materials.

2. Work under this Section shall also include the stripping, removing the turf and sod clumps and vegetation complete from existing topsoil, and the complete excavation, stockpiling, handling, amending to meet the requirements of Section 02910 of these Specifications, spreading, and re-use (placing) of the on-site topsoil in conformity with the lines, grades and dimensions shown on the plans. This material may be utilized where general embankment (not beneath pavements or structural improvements) is proposed at the sole discretion of the Owner. The Contractor shall take extreme care in the process of removing of the existing topsoil to insure that subsoil to remain in place is not mixed with the topsoil.

3. Work under this Section shall include the furnishing of all borrow materials required to complete the proposed work as designed. Where "processed gravel", "gravel borrow", or "gravel" is indicated in the specifications or on the drawings, only Structural Fill conforming to this section of the specifications may be utilized.

4. All topsoil/loam for sod, seed or plant material beds, whether re-used or furnished from off-site, shall conform to Section 02910 of these Specifications.

5. The Contractor shall make excavations of normal depth in earth for trenches and structures, shall backfill and compact such excavations to the extent necessary, shall furnish the necessary material and construct embankments and fills, and shall make miscellaneous earth excavations and do miscellaneous grading.

B. Site-Specific Issues:

1. Site preparation and earthwork will encounter cobbles, boulders, buried organics, and debris within the required excavation depths for site grading, foundations, pavements, utilities, and other site improvements. Completed explorations indicate subsurface conditions at specific locations only and only to the depths penetrated. They do not reflect subsurface conditions present between exploration locations. Variation of subsurface conditions should be anticipated.

2. Silty soils are highly susceptible to softening and disturbance by construction activity during wet or freezing weather. Subgrade protection is the responsibility of the contractor and special precautions and protective measures appropriate for the weather conditions during construction shall be used during earthwork and foundation construction to preserve the integrity of subgrades. Disturbed subgrades shall be repaired at the sole expense of the Contractor.

C. Geotechnical Field and Laboratory Testing:

1. The Owner will retain the services of a geotechnical testing laboratory to conduct laboratory analyses and field testing of soil materials required by this specification. Coordinate locations and types of field tests to be performed with the Engineer and cooperate in every way with the Engineer and testing laboratory during field testing and with collection of soil samples for laboratory testing.

1.02 RELATED WORK:

A. Section 00320, SUBSURFACE INFORMATION

B. Section 01350, PERMITS

C. Section 01570, ENVIRONMENTAL PROTECTION

D. Section 02230, CLEARING AND GRUBBING

E. Section 02240, DEWATERING

F. Section 02252, SUPPORT OF EXCAVATION

G. Section 02290, SEEDING

H. Section 02745, BITUMINOUS CONCRETE PAVING

I. Section 02910, SCREENED LOAM BORROW AND TOPSOIL RE-USED

1.03 REFERENCES:

AASHTO - American Association of State Highway and Transportation Officials (tests or specifications). AASHTO or AASHO

AWWA - American Waterworks Association

American Society for Testing and Materials (ASTM)

ASTM	C 131	Test Method for Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
ASTM	C136	Method for Sieve Analysis of Fine and Coarse Aggregates.
ASTM	C330	Specification for Lightweight Aggregate for Structural Concrete.

ASTM Dl 556 Test Method for Density of Soil in Place by the Sand Cone Method.

ASTM D1557 Test Methods for Moisture-density Relations of Soils and Soil Aggregate Mixtures Using Ten-pound (10 Lb.) Hammer and Eighteen-inch (18") Drop.

ASTM D2922 Test Methods for Density of Soil and Soil-aggregate in Place by Nuclear Methods (Shallow Depth).

ASTM F-2396 – 04 Standard Guide for Construction of High Performance Sand-Based Rootzones for Sports Fields

Commonwealth of Massachusetts Highway Department Standard Specification for Highways and Bridges.

Code of Massachusetts Regulations (CMR) 310.40.0032 Contaminated Media and Contaminated Debris

Code of Massachusetts Regulations (CMR) 520 CMR 1400 Excavation & Trench Safety Regulations.

1.04 SUBMITTALS AND TESTING

A. Refer to Section 01 33 23, Submittals, for submittal provisions and procedures.

1. Backfill Materials: Submit 50-pound samples for each backfill material from each proposed source including on-site materials. Samples of off-site soil borrow for submission shall be collected in the presence of the Engineer so that the Engineer has the opportunity to see each borrow material at the source. Submit a grain size distribution curve performed in accordance with ASTM D422 and results of a moisture-density relationship determination in accordance with ASTM D1557 for each proposed backfill material for review by the Engineer. Additional samples and analysis shall be submitted if a change in material occurs at the borrow source.

2. Excavation and Excavation Support Plan: Submit detailed work plans including engineering design calculations for excavation support and dewatering as required by the applicable sections.

3. Within one week after making field adjustments, resubmit revised working drawings as necessary to reflect changes required by field conditions.

1.05 EXAMINATION OF SITE DOCUMNETS:

A. It is hereby understood that the Contractor has carefully examined the sites and all conditions affecting work under this Section. No claim for additional costs will be allowed because of a lack of knowledge of existing conditions as indicated in the Contract Documents, or obvious from observation of the sites.

B. Plans, surveys, measurements and dimensions under which the work is to be performed are believed to be correct, but the Contractor shall have examined them for himself during the bidding period and formed his own conclusions as to the full requirements of

the work involved.

1.06 EXISTING SITE AND SUBSURFACE CONDITIONS

Refer to Section 00320, Subsurface Data for information on site and subsurface conditions.

1.07 EXCAVATION CLASSIFICATIONS

A. Earth Excavation or "Excavation" consists of removing materials encountered to the subgrade elevations indicated and subsequent reuse or disposal of the materials removed. All excavation is classified as earth excavation unless it otherwise meets the classifications provided below for unauthorized excavation, additional excavation, or rock excavation.

B. Unauthorized Excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Engineer. Unauthorized excavation, as well as remedial work required by the Engineer, shall be at the Contractor's expense.

1. Under footings, foundations, concrete slabs, retaining walls or other structures, fill unauthorized excavations to the proper elevations with Structural Fill as defined herein. Elsewhere, backfill and compact unauthorized excavations as specified for excavations of the same class, unless otherwise required.

C. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer, who will observe subgrade conditions.

2. If unsuitable bearing materials are encountered at the required subgrade elevations, carry excavations deeper and to the lateral extent as required by the Engineer. Replace excavated material as required by the Engineer.

3. Unsuitable materials are anticipated below proposed foundations as indicated in the logs included in Section 00320, Subsurface Data.

3. Removal of unsuitable material and its replacement, other than those anticipated and to the depths indicated on the logs included in Section 00320 and required in Section 3.01, will be paid on the basis of contract conditions relative to changes in work or as provided for under the unit rates for this classification.

D. Rock Excavation:

1. Rock excavation in trenches and footing excavations includes removal and disposal of materials and obstructions encountered which cannot be excavated with a 1.0 cubic yard (heaped) capacity, 42-inch wide bucket on medium-size track-mounted hydraulic excavator equivalent to Caterpillar Model 215, rated at not less than 90HP flywheel power and 30,000 lb. drawbar pull. Trenches and footing excavations in excess of 10-feet in width are classified as open excavation.

2. Rock excavation in open excavations includes removal and disposal of materials and obstructions encountered which cannot be dislodged and excavated with modern track-mounted heavy-duty hydraulic excavating equipment without drilling or ripping. Rock excavation equipment is defined as Caterpillar Model No. 973 or No. 977K, or equivalent track-mounted loader, rated at not less than 170 HP flywheel power and developing 40,000-lb. breakout force (measured in accordance with SAE J732C).

3. Determination of rock excavation classification will be made by the Engineer. Typical of materials classified as rock are boulders 3.0 cubic yards or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits. Intermittent drilling or ripping performed to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation. Do not perform rock excavation work until material to be excavated has been cross-sectioned and classified by the Engineer. Visual observation of the completed excavation may be made by the Engineer to modify the excavation classifications. Removal of rock excavation prior to classification by the Engineer shall be considered as earth excavation unless accepted by the Engineer in writing. Such excavation will be paid on the basis of contract unit rates for this classification.

1.08 EXCAVATION

A. Perform all excavations and of whatever materials encountered, in a manner as required to allow for placing of temporary earth support, forms, installation of pipe and other work, and to permit access for the purpose of observing the work. Excavations shall be to such widths as will give suitable space for the required work. Bottoms of trenches and excavations shall be protected from frost and shall be firm, dry and in an acceptable condition to receive the work. Work shall not be placed on frozen surfaces nor shall work be placed on wet or unstable surfaces.

B. All excavations made in open cut will be controlled by the conditions existing at that location. In no case shall earth be excavated or disturbed by machinery so near to the finished subgrade for structures and pipelines as to result in the disturbance of the earth below the subgrade. The final excavation to subgrade should be accomplished with a smooth bladed bucket or by hand. Subgrades shall be observed by the Engineer prior to placement of overlying materials including fill, concrete forms, and rebar.

C. The Contractor shall segregate and stockpile separately materials that are considered suitable for on-site re-use by the Engineer from unsuitable materials and materials requiring off-site disposal. Costs associated with off-site disposal of materials that are considered suitable for re-use by the Engineer, whether mixed with unsuitable materials or not, shall be borne by the Contractor.

D. Temporary excavation support shall be provided in accordance with Section 02252, Support of Excavation.

E. Dewatering shall be provided in accordance with Section 02240, Dewatering.

1.09 PERMITS, CODES, AND SAFETY REQUIREMENTS

A. Comply with all rules, regulations, laws and ordinances of the municipality, the Commonwealth of Massachusetts, and other authorities having jurisdiction over the project site or work. All labor, materials, equipment and services necessary to make the work comply with these requirements shall be provided by the Contractor without additional cost to the Owner.

B. Comply with the provisions of the Manual for Accident Prevention in Construction of the Associated General Contractors of America, Inc., and the requirements of the Occupational Safety and Health Administration, United States Department of Labor.

C. The Contractor shall obtain and pay for all permits and licenses required to the complete work specified herein and shown on the Contract Drawings.

D. The Contractor shall not close or obstruct any street, sidewalk, or passageway without written permission from authorities having jurisdiction unless otherwise indicated on the Contract Drawings. The Contractor shall conduct his operations as to minimize interference with the use of roads, driveways, or other facilities near enough to the work to be affected by the work.

E. The Contractor shall notify “Dig Safe” at 1-888-DIG-SAFE prior to commencing any excavation work.

F. The Contractor shall provide police details when working in roadways as required by local jurisdictional authorities. The Contractor shall pay for any and all details.

1.10 PROTECTION OF EXISTING CONDITIONS

A. All work shall be executed in such a manner as to prevent any damage to existing buildings, streets, curbs, paving, service utility lines, structures and adjoining property.

B. Locate and mark underground utilities to remain in service before beginning the work. Protect all existing utilities to remain in service during operations. Do not interrupt existing utilities except when authorized in writing by authorities have jurisdiction unless otherwise indicated on the Contract Drawings.

C. When an active utility line is exposed during construction its location and elevation shall be recorded on the Record Drawings by the Contractor and both the Engineer and the Utility Owner shall be notified in writing. Active utilities existing on the site shall be carefully protected from damage or relocated as required by the work.

D. Inactive or abandoned utilities encountered during construction operations shall be removed or abandoned in place by completely filling with grout or Controlled Density Fill in a manner to prevent voids. The location of such utilities shall be recorded on the Record Drawings.

E. Provide barricades, fences, lights, signs, and all other safety devices required to protect the public against injury.

F. In case of any damage or injury caused in the performance of the work the Contractor shall, at his own expense make good such damage or injury to the satisfaction of, and without cost to, the Owner. Existing streets, sidewalks and curbs damaged during the project work shall be repaired or replaced to their condition prior to commencement of earthwork operations.

G. Acceptance of any of the Contractor's plans, design calculations and methods of construction by the Designer shall not relieve the Contractor of the responsibility for the adequacy of the excavation lateral support system; preventing damage to existing or new structures, utilities and streets adjacent to excavations; the safety of persons working within excavated areas and the public at large; and excavation dewatering.

1.11 FROST PROTECTION AND SNOW REMOVAL:

A. The Contractor shall, at its own expense, keep earthwork operations clear and free of accumulations of snow as required to carry out the work.

B. The Contractor shall protect the subgrade beneath new structures and pipes from frost penetration when freezing temperatures are expected.

1.12 DISPOSAL

A. All excess and unsuitable excavated soil shall be removed from the site and legally disposed off-site by the Contractor at no additional cost to the Owner.

PART 2 – PRODUCTS

2.01 BACKFILL MATERIALS:

A. **Screened Loam**: Screened Loam to be utilized for sodding, seeding and landscaping must conform to Section 02910, Screeded Loam Borrow in order to be used as Loam Borrow. Existing topsoil not passing tests for Loam Borrow may be considered suitable as general fill below subgrade, in landscaped areas only and may be utilized throughout the proposed sod and seeded areas, up to subgrades of proposed work.

B. **Common Borrow**: Common Borrow (Class B Backfill) shall be well-graded, natural inorganic soil containing no stone greater than 6 inches maximum dimension. The materials shall be free of trash, ice, snow, tree stumps, roots and other organic and deleterious materials. It shall be free of plastic clays, of all materials subject to decay or other materials that will corrode piping or metals. Common Borrow shall have a maximum dry density of not less than 110 pounds per cubic foot. It shall be of such a nature and character that it can be compacted to the specified densities. Topsoil shall not be considered Common Borrow.

C. **Gravel Borrow**: Gravel Borrow shall satisfy the requirements of MADOT Specification Section M1.03.0, Type b.

D. **Dense Graded Crushed Stone**: Dense Graded Crushed Stone shall satisfy the requirements listed in MADOT Specification Section M2.01.7.

E. **Structural Fill**: Structural Fill shall satisfy the requirements of Gravel Borrow or Dense Graded Crushed Stone, above.

F. **Crushed Stone**: Crushed Stone shall satisfy the requirements listed in MADOT Specification Section M2.01.2 (1-1/2 inch crushed stone). Crushed Stone separated from the surrounding soil with Filter Fabric as specified herein may be used as Structural Fill where approved by the Engineer.

G. **Sand**: Sand shall satisfy the requirements listed in MADOT Specification Section M1.04. Sand is not to be used for Root Zone Mix Sand. Sand for Root Zone Mix shall be as specified in Section 02911: ROOT ZONE MIX PREPARATION & BLECAVATION

H. Existing available soil materials from on-site excavations may be reused as Common Borrow or for Structural Fill provided the on-site materials meet the material requirements as described above.

I. **Geotextile Fabric**: Geotextile fabric used for drainage and separation shall consist of a non-woven fabric made from polypropylene or polyethylene filaments or yarns. The fabric shall be inert to organic chemicals commonly encountered in the soil. The fabric shall conform to the following recommended property tests:

Property	**Unit**	**Test Method**	**Minimum Value**
Weight	oz/sy	ASTM D-5261	8.0
Grab Strength	lbs	ASTM D-4632	205
Grab Elongation	percent	ASTM D-4632	50
Trapezoid Tear Strength	lbs	ASTM D-4533	80
Mullen Burst Strength	psi	ASTM D-3786	350
CBR Puncture Strength	lbs	ASTM D-6241	500
Apparent Opening Size (AOS)	U.S. std. Size Sieve	ASTM D-4751	80

Edges of filter fabric shall overlap a minimum of one foot.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

A. The Contract Drawings indicate the proposed finish alignments, elevations, and grades of the work. Establish the line and grade in close conformity with the Contract Drawings. The Engineer, however, may make minor adjustments in the field as necessary due to conditions encountered.

B. The Contractor is responsible for establishing construction phasing, means, and methods and interim grading and temporary conditions required to attain the finish product

required by the Contract Documents. The Contractor is responsible for all construction, protection, movement, and maintenance of stockpiles. Establish and maintain suitable benchmarks and grade control to accurately perform the work.

C. All excavations shall be performed in the dry. Excavation and dewatering shall be accomplished by methods, which preserve the undisturbed state of the subgrade soils.

D. No excavation will be permitted below a line drawn downwards at 2 horizontal to 1 vertical from the underside of the closest edge of any in-place footing, utility, or other rigid site feature at a higher elevation without providing adequate sheeting and bracing (designed by a Professional Engineer in Massachusetts and retained by the Contractor) to prevent movement of the in-place footing or utility.

E. When excavations have reached the prescribed depths, the condition of the bottom of the trench, subgrade, or foundation bearing surface shall be observed by the Engineer prior to placement of overlying materials including concrete forms and rebar. When excavating to subgrade level for pavement and hardscaping areas has been completed, the subgrade surface shall be observed by the Engineer prior to placement of overlying materials. After observation the Contractor will receive approval to proceed if conditions meet project requirements.

F. All fill and organic soils shall be removed from the zone-of-influence of the shade shelter, the East Park northwest block retaining wall (near left field corner of baseball field), and other structure foundations to expose native, inorganic soils and replaced with Structural Fill. The zone-of-influence is defined by planes extending horizontally away from the outside edges of the foundations for 2 ft. and then down and away at a 1H:1V to the top of the native inorganic soils.

G. Existing fill can remain below block retaining walls (except for the East Park northwest block retaining wall – near left field corner of baseball field as discussed above), sport courts, field, and pavement areas provided the subgrades are prepared as recommended in this Section and observed by the Engineer.

H. All subgrades in dry soils should be compacted until firm and stable with several passes of a minimum 10-ton vibratory roller or equivalent effort. Areas with limited access can be compacted using several passes of a 700-pound vibratory plate compactor or equivalent efforts. The Engineer shall observe all compaction efforts to evaluate subgrade stability.

I. Soft and/or disturbed areas identified by the Engineer shall be removed and replaced with Structural Fill or Crushed Stone wrapped in filter fabric.

J. No excavated material shall be deposited or stockpiled at any time to endanger portions of new or existing structures, either by direct pressure or indirectly by overloading areas contiguous to the operation. Material, if stockpiled, shall be stored so as not to interfere with the established sequence of the construction. If there is not sufficient area available for stockpiling within the limits of the project, the Contractor will be required to furnish his own area for stockpiling.

K. When the plans require excavation in areas in close proximity to existing buildings, roads, structures and utilities it shall be the responsibility of the Contractor at his expense

to use satisfactory means and methods to protect and maintain the stability of such roads, and structures.

L. Temporary ditches shall be made as needed to drain off surface water to avoid damaged to areas of cut or fill. Such ditches shall be maintained as required for efficient operations, at no additional cost to the Owner.

M. Provide shoring, sheeting, and/or bracing at excavations, as required, to assure complete safety against collapse of earth at the side of excavations. Provide shoring of public utility lines where exposed in the excavations in accordance with rules and regulations of the local authorities, as no additional cost to the Owner.

3.02 FILLING AND BACKFILLING

A. Subgrade Preparation: The subgrades for buildings, retaining walls, pavement areas, fields, and other site improvements shall be shaped to lines, grades, and cross-sections shown on the Contract Drawings and observed by the Engineer as described in Paragraph 3.01 E. These operations shall include any required reshaping and moisture conditioning to obtain proper re-compaction of loose granular materials. All soft or otherwise unsuitable material shall be removed and replaced with suitable material from excavation or borrow. The resulting area, and all other low sections, holes, or depressions shall be brought to the required grade with accepted material and the entire subgrade shaped to line, grade and cross-section and thoroughly compacted.

1. Before surface or base materials are spread, the subgrade shall be shaped to an accurate and true surface conforming to the line and grades indicated on the Contract Drawings and described above. All surface irregularities shall be filled with suitable material or removed and such areas recompacted until the surface is properly shaped and properly compacted. A tolerance of 3/8- inch in paved areas and 1/2-inch in non-paved areas above or below the finished subgrade elevation will be allowed provided that this dimension above or below grade is not maintained for a distance longer than 50-feet and that the required crown is maintained in the subgrade. Any portion, which is not accessible to a roller, shall be thoroughly compacted by other mechanical or manual methods.

2. All fills shall be placed in horizontal layers. Fill shall not be placed following the natural contours of the ground. Fill shall be placed starting in the lowest areas working up to finish grades in horizontal layers in the manner specified herein. Each layer of fill shall be benched into the existing slope in order to avoid the formation of a shear plane.

3. Topsoil excavation and re-handling shall consist of discing and harrowing grassed and existing topsoil areas at ninety (90) degrees to each prior operation, and removing topsoil from all areas of proposed work and placing and grading the topsoil in embankment areas.

4. All areas exhibiting grass or weed growth shall be stripped of growth and removed from topsoil loam borrow and shall be stored in stockpiles if necessary to ensure organic matter decomposition. Such on-site stockpiled topsoil must be tested prior to reuse, and treated to prevent weed growth during stockpile duration.

5. After the areas to receive topsoil loam borrow have been brought to subgrade, and immediately prior to placing and spreading such material, the subgrade shall be loosened by discing or rototilling to a depth of at least three inches to permit bonding of the finished material to the subgrade material. Then place and spread the loam borrow or skinned infield material to the depths required by the Drawings to establish finish grades. Refer to Topsoil Loam Borrow Specification.

B. The vertical and lateral limits of Structural Fill below proposed footings and other rigid site improvements where fill and buried organics will be removed (the "zone of influence") shall be defined by a horizontal plane extending away from the outside bottom edge of the footings for two feet, then by a plane that slopes down and away from the foundation at a maximum 1H:1V slope to the natural inorganic soil subgrade. Structural Fill shall be placed within the zone described above in maximum 10-inch thick lifts measured prior to compaction. Each lift shall be thoroughly compacted to at least 95 percent of the maximum dry density as determined by Modified Proctor Compaction Testing (ASTM D1557).

C. Backfill Material: Unless otherwise specified or directed, material used for filling and backfilling shall meet the material requirements specified herein. In general, the material used for backfilling utility trench excavations shall be material removed from the excavations provided that the reuse of these materials result in the required trench compaction and meets the following material requirements:

1. Common Borrow for all unpaved areas around the sites.

2. Structural Fill within three feet of finished grade below proposed pavements, tennis and basketball courts, and sidewalks. Common Borrow below these areas.

3. All backfill placed within foundation, concrete pad, and retaining wall limits shall be Structural Fill unless otherwise specified.

4. In areas where the bottom of the excavation is in fine sand and silt and is below the groundwater table, crushed stone may be placed and compacted in maximum 12-inch thick layers to provide a working mat and drainage layer. The crushed stone shall be separated on the top and all sides from adjacent material by geotextile fabric as specified herein.

Place backfill in a maximum loose lift thickness of 9-inches. Maintain backfill material with uniform moisture content, with no visible wet or dry streaking, and at a moisture content that allows compaction to the degree specified herein.

D. Trench Backfill

1. After the utility pipe installation has been inspected and approved, trenches shall be backfilled as soon as practicable with specified material. All trench backfilling shall be done with care.

2. Backfill material for pipe bedding shall be deposited in the trench, uniformly on both sides of the pipe, for the entire width of the trench to the springline of the pipe. The backfill material shall be placed by hand shovels, in layers not more than 6-

inches thick in loose depth, and each layer shall be thoroughly and evenly compacted by tamping on each side of the pipe to provide uniform support around the pipe, free from voids.

3. The balance of backfill shall be spread in layers not exceeding 10-inches in loose depth. Each layer shall be thoroughly compacted by mechanical methods and shall contain no rock, stones or boulders larger than 4 inches in their greatest dimension.

4. All trench backfilling shall be done with special care and must be carefully placed so as not to disturb the work at any time; if necessary, a timber grillage or other suitable method shall be used to break the fall of the material. The moisture content of the backfill material shall be such that proper compaction will be obtained. Puddling of backfill with water will not be permitted. Backfill within areas to receive topsoil or pavement construction shall be made to grades required to establish the proper subgrade for the placement of topsoil or pavement base courses.

5. In backfilling trenches, each layer of backfill material shall be moistened and compacted to a density at least equal to that of the surrounding undisturbed earth, and in such a manner as to permit the rolling and compaction of the filled trench or excavation with the adjoining earth to provide the required bearing value, so that paving of the excavated and disturbed areas, where required, can proceed immediately after backfilling is completed.

6. Any trenches or excavations improperly backfilled or where settlement occurs shall be reopened, to the depth required for proper compaction, then refilled and compacted with the surface restored to the required grade and condition, at no additional expense to the Owner.

7. During filling and backfilling operations, pipelines will be checked by the Engineer to determine whether any displacement of the pipe has occurred. If the observation of the pipelines shows poor alignment, displaced pipe or any other defects they shall be remedied in a manner satisfactory to the Engineer at no additional cost to the Owner.

F. Backfilling Against Structures

1. Backfilling against masonry or concrete shall not be done until permitted by the Engineer. The Contractor shall not place backfill against or on structures until they have attained sufficient strength to support the loads (including construction loads) to which they will be subjected, without distortion, cracking or other damage. As soon as practicable after the structures are structurally adequate and other necessary work has been satisfactorily completed and approved, special leakage tests of the structures shall be made by the Contractor, as required by the Engineer. After satisfactory completion of leakage tests and satisfactory completion of any other required work in connection with the structures, backfilling around the structures shall commence using suitable and approved excavation material. The best of the backfill material shall be used for backfilling within 2-feet of the structure. Just prior to placing backfill, the areas shall be cleaned of all excess construction material and debris and the bottom of excavations shall be in a thoroughly

compacted condition. In general, use Structural Fill for backfilling against structures where the finished ground surface will be pavement or sidewalks; use Common Borrow where the finished ground surface will be lawn or landscaped areas.

2. Symmetrical backfill loading shall be maintained. Special care shall be taken to prevent any wedging action or eccentric loading upon or against the structures. During backfilling operations, care shall be exercised that the equipment used will not overload the structures in passing over and compacting these fills. Except as otherwise specified or directed, backfill shall be placed in layers not more than 9-inches in loose depth and each layer of backfill shall be compacted thoroughly and evenly using approved types of mechanical equipment. Each pass of the equipment shall cover the entire area of each layer of backfill.

3. In compacting and other operations, the Contractor shall conduct his operations in a manner to prevent damage to structures due to passage of heavy equipment over, or adjacent to, structures, and any damage thereto shall be made good by the Contractor at no additional expense to the Owner.

G. After backfilling trenches and excavations, the Contractor shall maintain the surfaces of backfill areas in good condition so as to present a smooth surface at all times level with adjacent surfaces. Any subsequent settling over backfilled areas shall be repaired by the Contractor immediately, and such maintenance shall be provided by the Contractor for the life of this Contract, at no additional expense to the Owner.

H. The completed and approved subgrades upon which topsoil is to be placed, or pavements are to be installed, shall not be disturbed by traffic of other operations and shall be maintained in a satisfactory condition until the base and finished courses are placed. The storage or stockpiling of materials on finished subgrade will not be permitted.

I. Uniformly shape the surfaces of all areas to be graded, to the lines and grades indicated on the Contract Drawings, and as directed, including excavated and filled sections, embankments and adjacent transition areas, and all areas disturbed as a result of the Contractor's operations. The finished surfaces shall be reasonably smooth, compacted and free from surface irregularities.

J. The Contractor is responsible to provide the finish grades as shown on the Contract Drawings. The Contractor shall provide temporary erosion control throughout the construction period to maintain all constructed lawns, and to protect all existing drains, catch basins, swales, from any debris or soil entering from excavation, backfill, or erosion. Contractor shall take whatever precautions are necessary to accomplish this temporary erosion control such as straw bales, silt fence, erosion control fabric, or pumping, at no additional cost to the Owner.

3.03 COMPACTION

A. Compaction Requirements: The degree of compaction is expressed as a percentage of the maximum dry density of the material at optimum moisture content as determined by ASTM Test D 1557, Method C. The compaction requirements are as follows:

Area	**ASTM Density Degree of Compaction**
In the zone of influence below foundations, retaining walls, slabs, and other structural features	95%
Pavement, basketball and tennis court, and field base courses	95%
Pavement, basketball and tennis court, and field subgrades	95%
General fill below pavement, basketball and tennis courts	95%
General fill below field subbases	85%
Trench backfill - below pavements - below landscaped areas - below structures	95% 92% 95%
All other areas	92%

B. Moisture Control:

1. Fill that is too wet for proper compaction shall be disced, harrowed, or otherwise mixed and dried to a proper moisture content to allow compaction to the required density. If fill cannot be dried within 24 hours of placement, it shall be removed and replaced with drier fill.

2. Fill that is too dry for proper compaction shall receive water uniformly applied over the surface of the loose layer. Sufficient water shall be added to allow compaction to the required density.

C. Compaction Control:

1. In-place density tests shall be made in accordance with ASTM D1 556, D2922, or D2167 as the work progresses, to determine the degree of compaction being attained by the Contractor. Any corrective work required as a result of such tests, such as additional compaction, or a decrease in the thickness of layers, shall be performed by the Contractor at no additional expense to the Owner. Additional in-place density testing shall be made at the Contractor's expense by the geotechnical testing laboratory. Testing locations shall be selected by the Engineer unless

otherwise noted.

2. In-place density tests shall be performed at a minimum according to the following:

   a. One test per lift for each 5,000 square feet of basketball and tennis court fill.

   b. One test for every fill lift below each footing.

   c. A minimum of one test per lift for each 100 linear feet of trench.

   d. One test per lift for each 10,000 square feet of parking lot, sidewalk, and pathway subgrade fill area.

   e. One test per lift for each 100 linear feet of roadway fills.

   f. one test per lift for each 1000 square feet of field area.

3.04 DISPOSAL OF SURPLUS MATERIALS:

A. Surplus excavated materials, which are acceptable to the Engineer, shall be used to backfill normal excavations in rock or to replace other materials unacceptable for use as backfill. Upon written approval of the Engineer, surplus excavated materials shall be neatly deposited and graded so as to make or widen fills, flatten side slopes, or fill depressions; or shall be neatly deposited for other purposes as indicated by the Owner, within its jurisdictional limits; all at no additional cost to the Owner.

B. Surplus excavated material not needed as specified above shall be hauled away and disposed of by the Contractor at no additional cost to the Owner, at appropriate locations, and in accordance with arrangements made by him. Disposal of all rubble shall be in accordance with all applicable local, state and federal regulations.

C. No excavated material shall be removed from the site of the work or disposed of by the Contractor unless approved by the Engineer.

D. The Contractor shall comply with Massachusetts regulations (310 CMR 40.0032) that govern the removal and disposal of surplus excavated materials. Materials, including contaminated soils, having concentrations of oil or hazardous materials less than an otherwise Reportable Concentration and that are not a hazardous waste, may not be disposed of at locations where concentrations of oil and/or hazardous material at the receiving site are significantly lower than the levels of those oil and /or hazardous materials present in the soil being disposed or reused.

E. Soil testing, if required, for all materials to be reused on-site or removed and disposed of offsite, shall be the responsibility of the contractor. The City reserves the right to obtain its own test results from the same sample as the contractor without penalties to the owner. The contractor is required to obtain a large enough sample to divide with the owner for this proposes.

END OF SECTION

SECTION 02329

TOPSOIL LOAM BORROW

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. This Section covers all labor, materials, and equipment necessary to furnish and place Loam Borrow and all related work as indicated on the drawings and as herein specified.

B. Existing on-site topsoil that has been stockpiled may be re-used provided it meets these specifications. The Contractor shall be solely responsible to determine if adequate quantities of on-site topsoil exist that may potentially be reused.

1.02 RELATED WORK:

A. Section 02300, EARTHWORK

B. Section 02920, SEEDING

C. Section 02930, TREES, SHRUBS, GROUNDCOVERS, AND LANDSCAPING

1.03 QUALITY ASSURANCE:

A. For each particular source of loam, the Contractor shall send representative samples totaling approximately 10 pounds of Loam Borrow to an approved State-certified testing laboratory.

B. Loam shall be subject to tests for Soluble Salts (1:2 soil-water ratio), Nitrogen (including nitrate and ammonium Nitrogen), Phosphorous, Potassium, Sulfate, Calcium, Magnesium, Aluminum, and Ferric Iron concentrations.

C. Loam shall also tested for heavy metals concentration, which shall include Boron, Cadmium, Zinc, Chromium, Copper, Lead, Manganese, and Nickel.

D. Mechanical gradation (textural analysis) as per USDA Soil Classification System and determine Organic matter content and the pH (1:1 soil-water ratio).

E. All tests shall be at the Contractor's expense. Laboratory test results shall state whether the Loam Borrow is acceptable as a planting medium, whether it needs to be amended, or if it fails to meet accepted requirements. Test results shall also include soil amendment and fertilizing recommendations and shall be forwarded to the Engineer at least 1month before any loaming is to be undertaken.

F. Samples and tests shall continue to be made at the Contractor’s expense until Loam Borrow to be provided is found to be acceptable to the Engineer.

1.04 SUBMITTALS:

In accordance with requirements of general specifications, the Contractor shall submit the following:

A. One (1) electronic copy or Six (6) hard copies of information detailing the soil amendments including limestone, fertilizers, organic material amendments, and the name and address of the supplier and origin of Loam Borrow shall be submitted to the Engineer for approval.

B. One (1) electronic copy or Six (6) hard copies of soils test results shall be submitted to the Engineer for review.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. LOAM BORROW:

1. Loam Borrow shall consist of, fertile, friable natural topsoil, typical of productive soils in the vicinity, obtained from naturally well-drained areas that have never been stripped. Loam Borrow shall be reasonably free of stumps, roots, heavy or stiff clay, stones larger than 1/2-inch in diameter, lumps, coarse sand, noxious weeds, sticks, brush or other litter.

2. Loam Borrow shall be classified as a sandy loam by the USDA textural classification system as determined by sieve and pipette or hydrometer analysis. Loam Borrow shall have the following mechanical analysis:

Textural Class	Percent of Total Weight	Avg. Percentage
Sand (0.05 – 2.0mm range)	50 – 80	70
Silt (0.002 – 0.05mm range)	15 – 25	20
Clay (less than 0.002mm)	5 – 10	10

3. Loam Borrow shall contain not less than 4 percent or more than 7 percent organic matter as determined by the loss of weight by ignition of oven-dried samples. Test samples shall be oven-dried to a constant weight at a temperature of 230 degrees F.4. Loam Borrow shall not be excessively acid or alkaline, and shall not contain any phytotoxic materials or unacceptable concentration levels of any substance harmful to plant growth as determined by the soils testing laboratory. Loam Borrow shall have a pH value range between 5.0 and 6.5. Maximum soluble salt index shall be 100. The electrical conductivity (EC2) of a 1:2 soil-water suspension shall be less than or equal to 1.0 millimhos/cm. Aluminum concentration levels shall be less than 200ppm.

5. Loam Borrow shall not be worked, excavated, or delivered in a frozen or muddy condition. Soil structure shall not be destroyed through excessive and unnecessary handling or compaction.

6. Existing on-site topsoil may be re-used as Loam Borrow provided it meets these specifications.

7. All amendments to Loam Borrow shall be approved by the Engineer and shall be made in accordance with recommendations from the soils testing laboratory for use of Loam Borrow as a plant-growing medium and these specifications.

B. LIMESTONE:

Lime shall be an approved agricultural limestone containing at least 50 percent total oxides (calcium oxide and magnesium oxide). The material will be ground such that 50 percent of the material will pass through a No. 100 mesh sieve and 98 percent will pass a No. 2 mesh sieve. Lime shall be uniform in composition, dry and free-flowing and shall be delivered to the site in the original sealed containers, each bearing the manufacturer's guaranteed analysis.

C. FERTILIZER:

1. Fertilizer shall be a complete, standard commercial fertilizer, homogeneous and uniform in composition, dry and free-flowing, and shall be delivered to the site in the manufacturer's original sealed containers, each bearing the manufacturer's guaranteed analysis and marketed in compliance with State and Federal Laws. All fertilizer shall be used in accordance with the manufacturer's recommendations.

2. For Fertilizers containing Nitrogen, at least 50 percent of the nitrogenous elements shall be Urea-form or derived from organic sources and contain no less than 3 percent water-soluble Nitrogen.

3. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes, containing not less than 18 percent available phosphoric acid.

D. ORGANIC MATERIAL AMENDMENTS:

1. Organic compost shall be a standard commercial product comprised of fully decomposed, 100 percent plant-derived, natural organic matter. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Compost shall be free of sticks, stones, weed seeds, roots, mineral or other foreign matter and delivered air dry. It shall be free from excessive soluble salts, heavy metals, phytotoxic compounds, and/or substances harmful to plant growth and viability. Organic compost shall have an acidity range of 4.5 to 7.0 pH.

2. Sphagnum Peat Moss shall be a standard commercial product. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Peat moss shall be free of sticks, stones, weeds or weed seeds, roots, mineral or other foreign matter. It shall be free from toxic substances and/or compounds harmful to plant growth and viability. It shall be delivered air dry in standard bales and shall have an acidity range of 3.5 to 5.5 pH.

3. Humus shall be natural humus, reed peat, or sedge peat. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Humus shall be free of sticks, stones, weeds, roots, mineral or other foreign matter and/or toxic substances harmful to plant growth and viability. It shall be low in wood content, free from hard lumps and excessive amounts of zinc and delivered air dry in a shredded or granular form. The acidity range for humus shall be 5.5 to 7.5 pH, and the organic matter content shall be not less than 85 percent, as determined by loss on ignition. The minimum water holding capacity shall be 200 percent by weight on an oven-dry basis.

4. Manure shall be well-rotted, leached, cow manure not less than 8 months or more than 2 years old. It shall be free of sawdust, shavings, or refuse of any kind and shall not contain more than 25 percent straw. It shall contain no substances harmful to plant growth. The Contractor shall furnish information regarding chemical disinfectants, if any, that may have been used in storage of the manure.

PART 3 - EXECUTION

3.01 After approval of rough grading, the sub-base shall be raked to a depth of 3 inches to remove stones, rock or other foreign materials 3-inches or larger in dimension. The Engineer shall inspect the work for approval, prior to placing of Loam Borrow.

3.02 Loam Borrow shall be placed and spread to the required depths over the locations approved by the Engineer.

3.03 Lime shall be uniformly applied in accordance with the soil testing laboratory recommendations, or as required by the Engineer, at a maximum rate of 100 pounds per 1000 square feet per application, in necessary quantities to achieve the pH range requirements for Loam Borrow.

3.04 Fertilizer shall be uniformly applied in accordance with the soil testing laboratory recommendations, or as required by the Engineer. At slopes exceeding 25 percent gradient, fertilizer shall be applied manually in a manner approved by the Engineer. Fertilizer shall not be applied between June 15 and August 31.

3.05 Loam Borrow shall be worked by tilling or power raking to a minimum depth of 3-inches, thoroughly incorporating the lime and fertilizer into the soil. The Loam Borrow shall then be raked until the surface is finely pulverized and smooth and compacted with rollers, weighing between 75 and 100 pounds per linear foot of tread, to an even surface conforming to the prescribed lines, grades and depths indicated on the plans.

END OF SECTION

SECTION 02370

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 SCOPE OF WORK:

A. Furnish all labor, materials, tools and equipment, and perform all operations necessary for erosion and sedimentation control work indicated on contract drawings and as specified herein.

1.02 RELATED WORK:

A. Section 01562, DUST CONTROL.

B. Section 01570, ENVIRONMENTAL PROTECTION

C. Section 02071, GEOTEXTILE FABRICS

1.03 PROJECT CONDITIONS:

A. Earthmoving activities in the project area shall be conducted in such a manner as to prevent accelerated erosion and the resulting sedimentation.

B. The Contractor shall implement and maintain erosion and sedimentation control measures as shown on the contract drawings or as required by the Owner or Engineer from the start of construction until provisional acceptance of seeded areas, to effectively prevent accelerated erosion and sedimentation.

1.04 SUBMITTALS:

A. The Contractor shall submit to the Engineer certification that the materials used for silt fence and hay bale construction meet the specifications.

1.05 GENERAL METHODOLOGY:

A. Erosion and sedimentation control methods shall consider all factors which contribute to erosion and sedimentation including, but not limited to, the following:

1. Topographic features of the Project area.

2. Types, depth, slope and areal extent of the soils.

3. Proposed alteration of the area.

4. Amount of run-off from the Project area and the upgradient watershed areas.

5. Staging of earthmoving activities.

6. Temporary control measures and facilities for use during earthmoving.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Hay Bales shall consist of rectangular shaped bales of hay weighing at least 40 pounds per bale. They shall be free of primary noxious weed seeds.

B. Straw wattle shall consist of 99.9% weed-free wheat, oat, barley, or rice straw, compacted. Diameter may vary from ± 13%.. Wattle netting is made out of non-woven photodegradable HDPE (high density polypropylene) with a 1 year UV inhibitor

C. Silt Fence shall be a woven polypropylene and/or polyester material, which meets or exceeds the minimum average roll values requirements tabulated below:

Fabric Property	**Test Method**	**Fabric Requirement**
Tensile strength, lbs	ASTM D-4632 Grab	100 minimum
Elongation at 50% minimum tensile strength	ASTM D-4632 Grab	50% maximum
Permittivity, sec^{-1}	ASTM D-4491	0.1 minimum
Apparent opening size, mm	ASTM D-4751	0.84 maximum
Ultraviolet degradation at 500 hours	ASTM D-4355	minimum 70% strength retained

C. Mulch, if used to protect the hydroseed from erosion, shall consist of cured straw free from primary noxious weed seeds, twigs, debris and rough or woody materials. Mulch shall be free from rot or mold and shall be acceptable to the Engineer or Owner. Alternately, mulch shall be specially processed cellulose homogeneous fiber containing no growth or germination-inhibiting factors. Processed cellulose fiber shall be manufactured in such a manner that after addition and agitation in slurry tanks with water, the fibers in the material become uniformly suspended to form a slurry when sprayed on the ground. The material shall allow homogeneous absorption and percolation of moisture. The manufacturer to show the air-dry weight content shall mark each package of the cellulose fiber. Mulch shall be utilized on all newly graded subgrade and topsoil areas that cannot be seeded within five (5) days.

PART 3 - EXECUTION

3.01 CONSTRUCTION SEQUENCE:

A. Construction of erosion control measures as depicted on drawings will be completed prior to any site work.

B. Sediment barriers shall be used at locations shown on the drawings. Sediment barriers are temporary berms, diversions, or other barriers that are constructed to retain sediment on-site by retarding and filtering stormwater runoff.

C. All temporary erosion control measures will be maintained throughout the course of site construction activities until provisional acceptance of the site vegetation by the Engineer or Owner, at which time the Contractor shall remove all remaining temporary erosion control structures, and properly dispose of accumulated sediment on-site in areas approved by the Owner.

D. The Engineer or Owner may order additional erosion and sediment controls be installed. The Contractor shall comply with Engineer or Owner's request and immediately install the required controls.

3.02 CONSTRUCTION METHODS:

A. Silt fences and/or staked hay bales and/or straw wattles shall be installed at the site down gradient of work areas as required by Owner or Engineer in the field. The silt fence shall be installed in accordance with manufacturer’s instructions. Hay bales and straw wattles shall be placed at locations shown on the contract drawings, where erosion is noticed throughout the construction duration or approved by the Engineer. The base of all hay bales, straw wattles and silt fencing shall be embedded to the depths shown on the contract drawings.

B. Straw mulch, if used, shall be applied at a rate of 100-lbs/1000 ft^2.

C. On slopes, the Contractor shall provide protection against washouts by an approved method. Any washout, which occurs either in the Contractor's work area or in areas topographically below his work, shall be regraded and reseeded at the Contractor's expense until an accepted vegetative stand is established.

END OF SECTION

SECTION 02371

RIPRAP

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. This Section covers riprap for slope protection, drainage swales and pipe ends, complete.

B. Grading and compaction of earth slopes and other slope preparation for the riprap are included under other sections of the specification.

1.02 RELATED WORK:

A. Section 02300, EARTHWORK.

B. Section 02071, GEOTEXTILE FABRICS.

1.03 REFERENCES:

A. The following standard forms a part of these specifications and indicates minimum standards required:

Commonwealth of Massachusetts Highway Department Standard Specifications for Highways and Bridges.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. PIPE ENDS:

Stone for pipe ends shall be angular and shall be in accordance with MHD Specification Section M2.02.3, Stone for Pipe Ends. The stone shall be light and dark beige in color.

B. GEOTEXTILE FABRIC:

Geotextile fabric shall be Soil Reinforcement Fabric as specified in Section 02071, GEOTEXTILE FABRICS.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Geotextile fabric shall be installed where shown on the drawings, prior to placing the riprap.

B. Riprap for slope protection and pipe ends shall be placed on the prepared slope or area in a manner which will produce a reasonably well-graded mass of stone with the minimum practicable percentage of voids and a maximum void of 12 inches.

C. Riprap shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing the underlying material. Placing of riprap in layers or by dumping into chutes or by other similar methods likely to cause segregation will not be permitted.

D. Riprap stones shall be placed and distributed such that there will be no large accumulation of either the larger or smaller stones in any given area.

E. It is the intent of these specifications to produce compact riprap protection in which all required sizes of stone are placed in the proper proportions. Hand placing or rearranging of individual stones by mechanical equipment shall be utilized to the extent necessary to secure the desired results.

F. All proposed riprap areas shall be a minimum 12” deep.

END OF SECTION

SECTION 02518

TRACER TAPE

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section covers the furnishing, handling and installation of tracer tape, as called for on the drawings.

1.02 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

A. Six sets of manufacturer's literatures on the materials, colors and printing specified herein, shall be submitted to the Engineer for review.

B. Tape samples shall also be submitted to the Engineer for review.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

Tracer tape shall be by Reef Industries, Houston, TX; Empire Level, Mukwonago, WI; Pro-Line Safety Products Co., W. Chicago, IL; or approved equal.

2.02 TRACER TAPE:

A. Tracer tape shall be at least 3-inches wide.

B. Tracer tape for non-ferrous pipe or conduit shall be constructed of a metallic core bonded to plastic layers. The metallic tracer tape shall be a minimum 5-mil thick and must be locatable at a depth of 18 inches with ordinary pipe locaters.

C. Tracer tape for ferrous pipe or conduit shall consist of multiple bonded plastic layers. The non-metallic tracer tape shall elongate at least 500% before breaking.

D. The tape shall bear the wording: "BURIED DRAIN LINE BELOW" (with "DRAIN" replaced by "WATER, "SEWER", "ELECTRICAL", "GAS", "TELEPHONE", or "CHEMICAL" as appropriate), continuously repeated every 30 inches to identify the pipe.

E. Tape colors shall be as follows, as recommended by the American Public Works Association (APWA):

Electric	Red
Gas & Oil	Yellow
Communications	Orange
Water	Blue
Sewer & Drain	Green
Chemical	Red (not APWA)

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Tracer tape shall be installed directly above the pipe or conduit it is to identify, approximately 12 inches below the proposed ground surface.

B. The Contractor shall follow the manufacturer's recommendations for installation of the tape, as approved by the Engineer.

END OF SECTION

SECTION 02625

CORRUGATED POLYETHYLENE [HDPE] DRAINAGE PIPE

PART 1 – GENERAL

1.01 WORK INCLUDED:

A. This section includes furnishing all materials, labor and equipment and installing corrugated polyethylene [HDPE] drainage pipe and fittings as shown on the drawings and as specified herein.

1.02 RELATED WORK:

A. Section 02300 – EARTHWORK

B. Section 02252 – SUPPORT OF EXCAVATION

1.03 REFERENCES:

A. The following standards form a part of this specification, as referenced:

American Society for Testing and Materials (ASTM

ASTM D2321	Standard for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications
ASTM F405	Standard Specification for Corrugated Polyethylene Pipe and Fittings
ASTM F667	Standard Specification for Large Diameter Corrugated Polyethylene Pipe and fittings

American Association Of State Highway and Transportation Officials

AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe
AASHTO MP6	Standard Specification for Corrugated Polyethylene Pipe 42” and 48” Diameter

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

A. Six sets of manufacturer’s literature on the materials of this Section shall be submitted to the Engineer for review.

B. Manufacturer’s certification that the product was manufactured, tested, and supplied in accordance with this specification shall be furnished.

1.05 DELIVERY, STORAGE AND HANDLING:

A. Pipe shall be packaged to withstand shipment without damage and handled carefully on the jobsite. Pipe shall be stored so that it is not exposed to sunlight.

PART 2 – PRODUCTS

2.01 MATERIALS:

A. This Section applies to corrugated polyethylene pipe with an integrally formed smooth interior.

B. The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe.

C. The pipe and fittings shall be free of foreign inclusions and visible defects. Fittings may be either molded or fabricated. Fittings supplied by manufacturers other than the supplier of the pipe shall not be permitted without the approval of the Engineer. The ends of the pipe shall be cut squarely and cleanly so as not to adversely affect joining.

2.02 MANUFACTURERS:

A. Pipe and fittings shall be manufactured by Ipex, Inc.; Plexco, Division of Chevron Chemical Co.; J-M Pipe Co.; Advanced Drainage Systems, Inc. (ADS) or approved equal.

PART 3 – EXECUTION

3.01 INSTALLATION:

A. Pipe interiors, fitting interiors, and joint surfaces shall be thoroughly cleaned before installation. Pipes and fittings shall be maintained clean.

B. Pipes shall be installed in the locations and to the required lines and grades shown on the drawings and provided in these Specifications, using an approved method of control.

C. Excavations shall be maintained free of water during the progress of the Work. No pipes shall be laid in water, nor shall there by any joints made up in water.

D. If any defective pipe is discovered after being placed, removal and replacement with sound pipe will be required at no additional cost to the Owner.

E. The 2-inch trench drainage pipe shall be laid by a Wiz Wheel trencher, AFT 45 or better, or approved equal.

END OF SECTION

SECTION 02631

PRECAST MANHOLES AND CATCH BASINS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers all precast manholes and catch basins complete, including, but not limited to, bases, walls, cones, mortar, inverts, frames and covers.

1.02 RELATED WORK:

A. Section 02300, EARTHWORK

B. Section 02745, PAVING

C. Section 03302, FIELD CONCRETE

1.03 SYSTEM DESCRIPTION:

A. Precast sections shall conform in shape, size, dimensions, materials, and other respects to the details indicated on the drawings or as ordered by the Engineer.

B. All manholes and catch basins shall have concrete bases. Concrete bases shall be precast unless otherwise specified. Invert channels shall be formed of brick and mortar upon the base.

C. Catch basins shall have a 2-foot deep sump unless otherwise specified.

D. Riser and cone sections shall be precast concrete.

1.04 REFERENCES:

A. The following standards form a part of this specification as referenced:

American Society for Testing and Materials (ASTM)

ASTM	A48	Gray Iron Castings
ASTM	C32	Sewer and Manhole Brick
ASTM	C144	Aggregate for Masonry Mortar
ASTM	C207	Hydrated Lime for Masonry Purposes

ASTM C478 Precast Reinforced Concrete Manhole Sections

ASTM C923 Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes

ASTM C1244 Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M198 Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets

Occupational Safety and Health Administration

OSHA 29 CFR 1910.27 Fall Prevention Protection

Form 816 – State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction 2004, including Supplemental Specifications

1.05 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

A. Six sets of manufacturer literature of the materials of this section shall be submitted to the Engineer for review.

B. Tests reports as required shall be submitted to the Engineer.

PART 2 - PRODUCTS

2.01 PRECAST CONCRETE SECTIONS:

A. All precast concrete sections shall conform to ASTM C478 with the following exceptions and additional requirements:

1. The wall thickness of precast sections shall be as designated on the drawings, meeting the following minimum requirements:

Section Diameter (Inches)	Minimum Wall Thickness (Inches)
48	5
60	6
72	7
84	8

2. Type II cement shall be used except as otherwise approved.

3. Sections shall be steam cured and shall not be shipped until at least five days after having been cast.

4. Minimum compressive strength of concrete shall be 4000 psi at 28 days.

5. No more than two lift holes may be cast or drilled in each section.

6. The date of manufacture and the name or trademark of the manufacturer shall be clearly marked on the inside of each precast section.

7. Acceptance of the sections will be on the basis of material tests and inspection of the completed product.

8. Circumferential steel reinforcement in walls and bases shall be a minimum of 0.12 sq. in./lin. ft. for 4-foot diameter sections and 0.15 sq. in./lin. ft. for 5- and 6-foot diameter sections. Reinforcing shall extend into tongue and groove.

B. Conical reducing sections shall have a wall thickness not less than 5-inches at the bottom and wall thickness of 8-inches at the top. Conical sections shall taper from a minimum of 48-inches diameter to 24 or 30-inches diameter at the top, as shown on the drawings.

C. Except where insufficient depth of cover dictates the use of a shorter base, bases shall be a minimum of 4 feet in height.

D. Slab top sections and flat riser sections (Grade Rings) shall conform to the contract drawings, with particular attention focused upon the reinforcing steel and be designed to meet or exceed an H-20 Loading requirement.

E. The tops of the bases shall be suitably shaped by means of accurate ring forms to receive the riser sections.

F. Precast sections shall be manufactured to contain wall openings of the minimum size to receive the ends of the pipes, such openings being accurately set to conform with line and grade of the sewer or drain. Subsequent cutting or tampering in the field, for the purpose of creating new openings or altering existing openings, will not be permitted except as directed by the Engineer.

G. "Drop-over" manholes shall be placed where indicated on the drawings. The Contractor shall accurately measure the diameter of the existing outlet pipe and inform the manufacturer of its size, so that the "Drop-over" type opening can be cut into the precast manhole base. The bottom shall be cast in place by the Contractor in accordance with Section 03302, FIELD CONCRETE. The invert channel shall be formed of brick and mortar, as specified in this specifications section. The sub-base shall be a compacted,

level foundation of crushed stone, at least 6-inches thick, as specified in Section 02300 EARTHWORK, but shall vary to the depth necessary to reach sound undisturbed earth.

H. The exterior surfaces of all precast manhole bases, walls, and cones shall be given a minimum of one shop coat of bituminous dampproofing.

I. The Engineer reserves the right to reject any unsatisfactory precast section and the rejected unit shall be tagged and removed from the job site immediately.

J. The Engineer may also require the testing of concrete sections as outlined under Physical Requirements in ASTM C478 with the Contractor bearing all testing costs.

K. Precast Concrete Sections shall meet the minimum requirements as indicated on the Town of Greenwich, Standard Construction Details included in the plans.

2.02 BRICK MATERIALS:

A. Brick shall be sound, hard, and uniformly burned brick, regular and uniform in shape and size, of compact texture, and satisfactory to the Engineer. Bricks shall comply with ASTM C32, for Grade SS, hard brick, except that the mean of five tests for absorption shall not exceed 8 percent by weight.

B. Rejected brick shall be immediately removed from the work and brick satisfactory to the Engineer substituted.

C. Mortar shall be composed of portland cement, hydrated lime, and sand in which the volume of sand shall not exceed three times the sum of the volumes of cement and lime. The proportions of cement and lime shall be as directed and may vary from l:l/4 for dense hard-burned brick to l:3/4 for softer brick. In general, mortar for Grade SS Brick shall be mixed in the volume proportions of 1:1/2:4-1/2; portland cement to hydrated lime to sand.

D. Cement shall be Type II portland cement as specified for concrete masonry.

E. Hydrated lime shall be Type S conforming to ASTM C207.

F. The sand shall comply with ASTM C144 specifications for "Fine Aggregate," except that all of the sand shall pass a No. 8 sieve.

G. Brick Materials shall meet the minimum requirements as indicated on the Town of Greenwich, Standard Construction Details included in the plans.

2.03 FRAMES, GRATES, COVERS AND STEPS:

A. Castings shall be of good quality, strong, tough, even-grained cast iron, smooth, free from scale, lumps, blisters, sandholes, and defects of every nature which would render

them unfit for the service for which they are intended. Contact surfaces of covers and frame seats shall be machined to prevent rocking of covers.

B. All castings shall be thoroughly cleaned and may be subject to a careful hammer inspection at the Engineer's discretion.

C. All castings (frames, grates, covers, steps, etc.) shall meet the minimum requirements as indicated on the Town of Greenwich, Standard Construction Details included in the plans.

D. Grates for Drain Basins within exposed aggregate concrete shall be bronze, 15-inch square, light-duty as manufactured by Nyloplast.

E. Grates for Drain Basins in non-concrete areas shall 15-inch round, light-duty as manufactured by Nyloplast.

2.04 SEWER MANHOLE ACCESSORIES:

A. Gasket materials shall be top grade (100% solids, vulcanized) butyl rubber and shall meet or exceed AASHTO M-198.

B. Couplings at the manhole-pipe interface shall be made with a rubber seal system (with or without stainless steel straps) meeting the requirements of ASTM C923 and recommended for this type of connection.

C. Stubs installed as specified and indicated on the drawings shall be short pieces of the same class pipe as that entering the manhole and shall have either stoppers or end caps as shown on the drawings. Stoppers or end caps shall be especially designed for that application.

2.05 AREA DRAINS, AREA MANHOLES AND DRAIN BASINS

A. Drain Basins shall be manufactured by Nyloplast, or approved equal.

B. Drain Basins shall have sumps for capture of debris and sediment.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. PRECAST SECTIONS:

1. Precast bases shall be supported on a compacted level foundation of crushed stone, as specified in Section 02300 EARTHWORK, at least 6-inches thick, but shall vary to the depth necessary to reach sound undisturbed earth.

2. Precast reinforced concrete sections shall be set vertical and with sections in true alignment.

3. Butyl rubber joint sealant shall be installed between each concrete section. Catch basin sections do not require joint sealant if so indicated on the drawings.

4. All holes in sections used for handling the sections shall be thoroughly plugged with mortar. Mortar shall be one part cement to 1-1/2 parts sand, mixed slightly damp to the touch (just short of "balling"), hammered into the holes until it is dense and an excess of paste appears on the surface, and then finished smooth and flush with the adjoining surfaces.

B. BRICK WORK:

1. Bricks shall be moistened by suitable means, as directed, until they are neither so dry as to absorb water from the mortar nor so wet as to be slippery when laid.

2. Each brick shall be laid as a header in a full bed and joint of mortar without requiring subsequent grouting, flushing or filling, and shall be thoroughly bonded as directed.

3. The brick inverts shall conform accurately to the size of the adjoining pipes. Side inverts shall be curved and main inverts (where direction changes) shall be laid out in smooth curves of the longest possible radius which is tangent to the centerlines of adjoining pipe.

C. CASTINGS:

1. Cast iron frames, grates and covers shall be as specified. The frames and covers shall be set by the Contractor to conform accurately to the grade of the finished pavement, existing ground surface, or as indicated on the drawings. Frames shall be adjusted to meet the street surface.

2. Cast iron manhole frames and covers not located in paved areas shall be set 6-inches above finished grade, at a height as directed by the Engineer, or as indicated on the drawings. The top of the cone shall be built up with a minimum of 1 course and a maximum of 5 courses of brick and mortar used as headers for adjustment to final grade.

3. Frames shall be set concentric with the top of the concrete section and in a full bed of mortar so that the space between the top of the concrete section or brick headers and the bottom flange of the frame shall be completely filled and made watertight. A thick ring of mortar extending to the outer edge of the concrete shall be placed all around the bottom flange. The mortar shall be smoothly finished to be flush with the top of the flange and have a slight slope to shed water away from the frame.

4. Covers and/or grates shall be left in place in the frames, for safety reasons, except while work is being performed.

D. ACCESSORIES:

1. Accessories shall be installed in accordance with manufacturer's instructions.

2. Stubs shall be set accurately to the dimensions indicated on the drawings. Stubs shall be sealed with suitable watertight plugs.

3.02 LEAKAGE TESTS:

A. Leakage tests shall be made by the Contractor and observed by the Engineer on each manhole. The test shall be by vacuum or by water exfiltration as described below:

B. VACUUM TEST:

1. The vacuum test shall be conducted in accordance with ASTM C1244. Test results will be judged by the length of time it takes for the applied vacuum to drop from 10 inches of mercury to 9 inches. If the time is less than that listed in Table 1 of ASTM C1244, the manhole will have failed the test. Test times from Table 1 are excerpted below.

TABLE 1

Minimum Test Times for Various Manhole Diameters

	Diameter (Inches)		
Depth (Feet)	48	60	72
		Times (Seconds)	
0-12	30	39	49
12-16	40	52	67
16-20	50	65	81
20-24	59	78	97
26-30	74	98	121

2. If the manhole fails the initial test, the Contractor shall locate the leaks and make proper repairs. Leaks may be filled with a wet slurry of accepted quick setting material. If the manhole should again fail the vacuum test, additional repairs shall be made, and the manhole water tested as specified below.

C. WATER EXFILTRATION TEST:

1. After the manhole has been assembled in place, all lifting holes shall be filled and pointed with an approved non-shrinking mortar. All pipes and other openings into the manhole shall be suitably plugged and the plugs braced to prevent blow

out. The test shall be made prior to placing the shelf and invert. If the groundwater table has been allowed to rise above the bottom of the manhole, it shall be lowered for the duration of the test.

2. The manhole shall be filled with water to the top of the cone section. If the excavation has not been backfilled and observation indicates no visible leakage, that is, no water visibly moving down the surface of the manhole, the manhole may be considered to be satisfactorily water-tight. If the test, as described above, is unsatisfactory as determined by the Engineer or if the manhole excavation has been backfilled, the test shall be continued. A period of time may be permitted if the Contractor so wishes, to allow for absorption by the manhole. At the end of this period, the manhole shall be refilled to the top of the cone, if necessary, and a measuring time of at least 8 hours begun. At the end of the test period, the manhole shall be refilled to the top of the cone, measuring the volume of water added. This amount shall be extrapolated to a 24-hour loss rate and the leakage determined on the basis of depth. The leakage for each manhole shall not exceed one gallon per vertical foot for a 24-hour period. If the manhole fails this requirement, but the leakage does not exceed 3 gallons per vertical foot per day, repairs by approved methods may be made as directed by the Engineer to bring the leakage within the allowable rate of one gallon per foot per day. Leakage due to a defective section or joint or exceeding the 3 gallon per vertical foot per day, shall be cause for rejection of the manhole. It shall be the Contractor's responsibility to uncover the rejected manhole as necessary and to disassemble, reconstruct or replace it as directed by the Engineer. The manhole shall then be retested and, if satisfactory, interior joints shall be filled and pointed.

3. No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs, absorption, etc. It shall be assumed that all loss of water during the test is a result of leaks through joints or through the concrete. Furthermore, the Contractor shall take any steps necessary to assure the Engineer that the water table is below the bottom of the manhole throughout the test.

4. If the groundwater table is above the highest joint in the manhole, and there is no leakage into the manhole, as determined by the Engineer, such a test can serve to evaluate water-tightness of the manhole. However, if the Engineer is not satisfied with the results, the Contractor shall lower the water table and carry out the test as described hereinbefore.

3.03 CLEANING:

All new manholes shall be thoroughly cleaned of all silt, debris and foreign matter of any kind, prior to final inspection.

END OF SECTION

SECTION 02633

REINFORCED CONCRETE PIPE

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers the furnishing and installation of reinforced concrete pipe, complete.

1.02 RELATED WORK:

A. Section 02300, EARTHWORK

B. Section 02631, PRECAST MANHOLES AND CATCH BASINS

1.03 QUALITY ASSURANCE:

A. Acceptance of pipe will be on the basis of plant load-bearing tests, material tests, and inspection of the complete product. The required tests are enumerated herein. The quality of all materials used in the pipe, the process of manufacture, and the finished pipe shall be subject to inspection by the Engineer, at the place of manufacture or on the work site after delivery or at both locations. The pipe will be subject to rejection at any time if it fails to meet the specification requirements, even though sample pipe units may have been accepted as satisfactory at the place of manufacture. Rejected pipe shall be promptly removed from the project site by the Contractor.

B. All tests shall be made in accordance with the latest applicable ASTM specifications, which are as follows:

1. Reinforcing Steel. Mill test reports, or reports on samples taken from each shipment to the pipe manufacturer, shall be submitted for reinforcing steel to be used on this project stating that the reinforcing meets the specified requirements.

2. Cement. Mill test reports shall be submitted for each shipment to the pipe manufacturer of cement to be used on this project stating that the cement meets the specified requirements. Flyash may be used as specified in ASTM C76.

3. Aggregates. Test reports shall be submitted stating that the aggregates to be used on this project meet the requirements of ASTM C33 except that the requirements for gradation shall not apply. The first report shall be submitted prior to the manufacture of any pipe for this project. Additional tests and reports shall be made monthly thereafter during the production of the pipe.

4. Absorption Tests. Three cores shall be taken from each pipe unit that is to be load tested. The cores shall be taken before the load-bearing tests are performed. All

cores shall be tested for absorption. Absorption results shall not exceed the requirements of ASTM C76.

5. Pipe Unit Load-Bearing Tests. A load-bearing test shall be made on one pipe unit of each size and class to be furnished and the report of the test shall be submitted before that size and class of pipe unit is delivered. An additional test will be required for each 200 units of each size and class of pipe. The load-bearing test shall be performed after the cores for the absorption tests have been taken. Each load-bearing test shall be carried to the specified load to produce the 0.0l-inch crack. If the 0.0l-inch crack is not formed until the specified load is reached, the pipe unit may be used in the project.

C. The Owner may have any or all pipe units inspected or tested, or both, by a lab designated by the Owner. Such additional inspection and/or tests shall be at the Owner's expense and shall be the test results of record.

D. All pipe units to be tested shall be selected at random by the Owner. Unless otherwise approved, all load-bearing tests on pipe units shall be made in the presence of the Owner.

1.04 REFERENCES:

A. The following standards form a part of this specification and indicate the minimum standards required:

American Society for Testing and Materials (ASTM)

ASTM	C33	Specification for Concrete Aggregates
ASTM	C76	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM	C36l	Reinforced Concrete Low-Head Pressure Pipe
ASTM	C443	Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
ASTM	C655	Reinforced Concrete D-Load Culvert, Storm Drain, and Sewer Pipe
ASTM	C924	Standard Practice for Testing Concrete Pipe Sewer Lines by Low-Pressure Air Test Method

American Society of Civil Engineers (ASCE)

ASCE	Vol. 90 No. SA2 Part 1 April 1964	Journal of Sanitary Engineering Division

1.05 SUBMITTALS: IN ACCORDANCE WITH THE REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

A. Six sets of shop drawings of reinforced concrete pipe, fittings, and gaskets shall be submitted to the Engineer for review.

B. The Contractor shall submit to the Engineer certified copies in triplicate of test results on each batch of each size and class of pipe, for the materials and for the finished pipe units as described herein. If less than 100 units of a given size and class of pipe are required, the Contractor may submit certified copies of tests made on identical pipe units produced within the past year.

C. Design calculations and reinforcing configurations for special classes of pipe and certified copies of test results of tests itemized in Subsection 1.03 of this specification shall be submitted to the Engineer for record purposes.

D. Before shop drawing submittals are processed, the Owner or Engineer may elect to visit and inspect the proposed concrete pipe manufacturer's plant.

1.06 DELIVERY/STORAGE

A. Pipe sections shall not be stored on areas over newly laid pipe or other existing pipelines which might be damaged by the superimposed load. Storage of sections shall be restricted to approved areas.

B. Prior to installation, gaskets shall at all times be stored in a location with a minimum temperature of 50ºF. Any gaskets not meeting the above requirements shall be rejected and promptly removed from the site.

PART 2 - PRODUCTS

2.01 MATERIAL:

A. PIPE:

1. The pipe shall be reinforced concrete pipe manufactured by an established manufacturer of good reputation in the industry and in a permanent plant adapted to meet all the design requirements of the pipe.

2. Pipes 24-inches in diameter and smaller shall be of the bell and spigot type. Pipes larger than 24-inches may be bell and spigot or tongue and groove.

3. The pipe shall have an interior surface which is smooth and even, free from roughness, projections, indentations, offsets, or irregularities of any kind. Pipe shall conform to the latest requirements of ASTM C76 and shall be Wall B or Wall C for the class indicated on the drawings, and with additions and exceptions as follows:

a. Type II cement shall be used unless otherwise approved by the Engineer. Admixtures shall not be used except with prior approval of the Engineer.

b. Elliptical reinforcement will not be permitted. Longitudinal reinforcement shall be continuous. Reinforcement shall have a minimum cover of ¾-inches.

c. Absorption shall be as specified under Quality Assurance.

d. Concrete pipe shall be manufactured by a vibratory process such as a packerhead or Vihy process. Concrete cast in vertical forms shall be dry mix concrete consolidated by internal or external mechanical vibration or both. The vibrating equipment shall be operated at high speed (more than 5,000 rpm) and have a low amplitude. Pipes manufactured by the modified packerhead process shall have a supplementary concrete densification operation that shall assure the attainment of full bond between reinforcement and concrete and also eliminate any displacement of the reinforcement. Additional passes with the revolving packerhead or the use of additional vibrators attached to the platform or exterior forms will not be acceptable.

e. Pipe units shall have a minimum laying length of 8 feet except as otherwise indicated or approved by the Engineer.

f. Pipe units shall not be shipped until the concrete has reached its 28 day design strength.

g. Mortar used for repairs shall have a minimum compressive strength of 4,000 psi at the end of 7 days and 5,000 psi at the end of 28 days for use with reinforced concrete pipe up to Class IV, and a compressive strength of 6,000 psi at the end of 7 days and 7,000 psi at the end of 28 days for use with reinforced concrete Class V pipe when tested in 3-inch by 6-inch cylinders stored in the standard manner. Only those repairs permitted by the above-mentioned ASTM C76 will be allowed.

h. The date of manufacture, class of pipe unit, size of pipe units, consecutive number of pipe unit, and trademark of the manufacturer shall be clearly and permanently marked on the inside or outside at one end of each pipe unit.

B. PIPE JOINTS/GASKETS:

1. Pipe joints shall conform to ASTM C433. Pipe joints shall be of the rubber gasket type in which the gaskets are in compression and which will permit both longitudinal and angular movement. The ends shall be designed to confine the gasket when the joint is in its final position. Each unit of pipe shall be provided with proper ends made of concrete formed on machined rings to ensure accurate joint surfaces.

2. The gaskets sealing the joint shall be made of natural rubber, synthetic rubber, or a blend of both having a texture to assure a watertight and permanent seal and shall be the product of a manufacturer having at least five years' experience in the manufacturing of rubber gaskets for pipe joints. The gasket shall be of a solid circular cross section having a composition and texture which is resistant to common ingredients of sewerage, industrial wastes, and groundwater and which will endure permanently under the conditions likely to be imposed by this service. The gasket shall conform to Section 5, Materials and Manufacture for Gaskets, ASTM C443.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Pipe shall be laid to the lines and grades indicated on the drawings or given by the Engineer. Each pipe unit shall be so laid as to form a close joint with the next adjoining pipe and bring the inverts continuously to the required grade.

B. Each pipe unit shall be handled into its position in the trench only in such manner and by such means, as the Engineer approves as satisfactory. The Contractor will be required to furnish approved devices to permit satisfactory supports of all parts of the pipe unit when it is lifted.

C. The Contractor shall take all necessary precautions to prevent flotation of the pipe in the trench.

D. Where so indicated on the drawings, the pipe shall be supported by compacted crushed stone, concrete cradle or envelope or any other bedding material as specified or as shown on the plans. Crushed stone shall be as specified under Section 02300 EARTHWORK.

E. When each pipe unit has been properly bedded, enough of the backfill material shall be placed and compacted between the pipe and the sides of the trench to hold the pipe in correct alignment.

F. Where a concrete cradle or envelope is used, the pipe shall be laid on concrete saddles and braced, so as to provide both vertical and lateral support for the pipe while the cradle or envelope is being placed. The location, dimensions and class of concrete required for cradle or envelope are indicated on the drawings.

G. After the pipe units are aligned in the trench and are ready to be jointed, all joint surfaces shall be cleaned. Immediately before jointing the pipe, the groove shall be lubricated in accordance with the manufacturer's recommendation. Each pipe unit shall then be carefully pushed into place without damage to pipe or gasket. Suitable devices shall be used to force the pipe together so that they will fit with a minimum open recess inside and outside and have tightly-sealed joints. Care shall be taken not to use such force as to wedge apart and split the groove ends. Joints shall not be "pulled" or "cramped" without approval of the Engineer.

H. Immediately after the pipe units are put together, the position of the gasket in the joint shall be inspected using an approved feeler gage furnished by the Contractor, to be sure it is properly put together and is tight. Joints where the gasket is damaged or not properly positioned shall be pulled apart and remade using a new gasket.

I. Details of gasket, attachment, and joint formation shall follow the directions of the manufacturers of the joint material and of the pipe, all subject to review by the Engineer.

J. No pipe or fitting shall be permanently supported on saddles, blocking or stones.

K. At all times when pipe laying is not actually in progress, the open ends of pipe shall be closed by temporary watertight plugs or by other approved means. If water is in the trench when work is resumed, the plug shall not be removed until all danger of earth or other materials entering the pipe has passed.

3.02 REPAIR OF PIPE:

Chipped, gouged or damaged pipe shall be repaired if the defects affect the structural integrity of the pipe. Surface imperfections need not be repaired. The pipe shall be repaired by an authorized representative of the pipe manufacturer following a repair procedure approved by the Engineer. The repaired pipe will be inspected by the Engineer prior to being used on the project.

3.03 FIELD QUALITY ASSURANCE:

1. On completion of a section of drain, the Contractor shall clean and TV inspect the section in accordance with Section 02440, Sewer Cleaning and Inspection at no additional cost to the Owner.

2. The Contractor shall be responsible for the satisfactory water-tightness of the entire section of the drain. Should the Engineer determine that the sections inspected are unsatisfactory, the Contractor shall do all work required to locate and repair the defects and re-inspect as the Engineer may require without additional compensation.

3. A plan of the method for repairing any defects that are found shall be submitted to the Engineer for review.

END OF SECTION

SECTION 02636

SUBGRADE DETENTION SYSTEM

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. The Contractor shall furnish all labor, materials, equipment and incidentals required and install the sub-grade detention system.

1.02 RELATED WORK:

A. Section 02300, EARTHWORK

B. Section 02745, PAVING

C. Section 03302, FIELD CONCRETE

1.03.1 QUALITY CONTROL INSPECTION:

A. The quality of materials, the process of manufacture, and the finished sections shall be subject to inspection by the Engineer. Such inspection may be made at the place of manufacture, or on the work site after delivery, or at both places, and the sections shall be subject to rejection at any time if material conditions fail to meet any of the specification requirements, even though sample sections may have been accepted as satisfactory at the place of manufacture. Sections rejected after delivery to the site shall be marked for identification and shall be removed from the site at once. All sections which have been damaged beyond repair during delivery will be rejected and, if already installed, shall be repaired to the Engineer’s acceptance level, if permitted, or removed and replaced, entirely at the Contractor's expense.

B. All sections shall be inspected for general appearance, dimensions, soundness, etc. The surface shall be dense, close textured and free of blisters, cracks, roughness and exposure of reinforcement.

C. Imperfections may be repaired, subject to the acceptance of the Engineer, after demonstration by the manufacturer that strong and permanent repairs result. Repairs shall be carefully inspected before final acceptance. Cement mortar used for repairs shall have a minimum compressive strength of 4,000 psi when tested in accordance with ASTM C-109. Epoxy mortar may be utilized for repairs.

1.04SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

A. Shop Drawings

Structural design calculations and shop drawings shall be certified by a Professional Engineer retained by the system manufacturer or Contractor and licensed in the state where the system is to be installed. Six (6) copies of said shop drawings shall be submitted to the Engineer for review and approval.

B. Affidavit on patent infringement

The Contractor shall submit to the Engineer, prior to installation of the subgrade detention system, an affidavit regarding patent infringement rights stating that any suit or claim against the Owner due to alleged infringement rights shall be defended by the Contractor who will bear all the costs, expenses and attorney's fees incurred thereof.

C. Manufacturing Experience

The subgrade detention suppliers shall provide evidence of at least 5 years of successful product design and use. The supplier shall provide an installation list of projects, model sizes installed and installation dates where the same type systems as specified herein have been designed and produced by the supplier.

D. Operation and Maintenance Manuals

Furnish six copies of the operation and maintenance manuals for the subgrade detention system.

PART 2 - PRODUCTS

2.01 MATERIALS AND DESIGN:

A. Sub-Grade Detention System

The Sub-Grade Detention System shall be a Stormtech MC-3500 Chamber System as manufactured by Stormtech LLC, or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. The subgrade detention system shall be constructed according to the sizes shown on the Drawings and as specified herein. Install at elevations and locations shown on the Drawings or as otherwise directed by the Engineer.

B. The system shall be installed according to the plans and details and in compliance with the manufacturer’s requirements.

END OF SECTION

SECTION 02746

BITUMINOUS CONCRETE PAVEMENT AND COLOR SEALCOAT

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Under this Section, the Contractor shall furnish all necessary labor, materials, equipment, and transportation necessary to construct the following:

1. The bituminous concrete pavement for the courts and walks shall be composed of materials as specified herein and shall be constructed on a prepared base course to the depth, grade and cross-section shown on the plans, as specified herein and as required by the Engineer.

2. Unless otherwise specified in the Contract Drawings, pedestrian bituminous concrete pavement shall be composed of a one and a half (1.5) inch bituminous concrete binder course, and a one and a half (1.5) inch bituminous concrete dense mix course. Heavy-duty bituminous concrete pavement at sport courts shall be composed of a two and a half (2.5) inch bituminous concrete binder course, and a one and a half (1.5) inch bituminous concrete dense mix course. Heavy-duty bituminous concrete pavement at roadways and parking areas shall be composed of a two and a half (2.5) inch bituminous concrete binder course, and a one and a half (1.5) inch bituminous concrete top course.

3. Where an overlay is proposed, the depth of the bituminous concrete dense mix shall be typically one and one-half (1 ½) inches except that it shall be of greater depth in places to eliminate puddling. Tack coat shall be applied utilizing Type SS-1 asphalt emulsion.

4. Color sealcoating of bituminous concrete pavements as shown on the plans and as specified herein.

1.02 RELATED WORK:

A. Section 01330, SUBMITTALS

1.03 REFERENCE STANDARDS AND SPECIFICATIONS:

A. Reference to the standards, specifications and tests of technical societies, organizations and governmental bodies are made in the Contract Documents.

1. AASHTO - American Association of State Highway and Transportation Officials (tests or specifications).

2. ASTM - American Society for Testing and Materials.

3. MassDOT Standard Specs. - Latest edition of the Standard Specifications for Highways and Bridges, Massachusetts Department of Transportation, hereinafter referred to as the "Massachusetts Standard Specifications."

1.04 SUBMITTALS:

A. Asphalt emulsion Type SS-1 product and application specification.

B. Color Sealcoat: The Contractor shall submit catalog cuts, manufacturer's specifications and color chips or charts.

C. Field layout of color sealcoat must be approved by Engineer prior to installation.

D. Submit catalog cuts and manufacturer's specifications for Airport Grade Asphalt Emulsion Mix and Aggregate.

E. Compaction tests are required on all bituminous concrete base surfaces on a 25 foot grid interval or per Owner's direction. At the Contractor's expense, an independent testing agency must perform the work and submit the results directly to the Engineer.

1.05 QUALIFICATIONS/SPECIAL REQUIREMENTS – COLOR SEALCOAT APPLICATION:

A. The Contractor shall engage the manufacturer's representative to inspect and monitor the application of the initial filler coat upon the prepared surfaces of all pavements to receive color sealcoat.

B. If a latex-ite acrylic sealer/surfacer is to be utilized, the addition of silica by mechanical agitation on-site shall be inspected and monitored by the manufacturer's representative who is to be engaged by the Contractor at the Contractor's cost.

C. Adequate means shall be provided to protect the color seal coating(s) from damage until such time that each layer has cured sufficiently and no seal will adhere to and be picked up by the tires of vehicles or by pedestrian traffic.

D. No color seal coating shall be applied during any period within which rain or sub-application temperatures are predicted within forty-eight (48) hours, unless otherwise specified by the manufacturer.

1.06 GUARANTEE/WARRANTY:

A. The pavement and coatings shall be guaranteed against defects in workmanship or quality for a period of one (1) year after final acceptance. The Contractor shall replace, repair,

recoat or otherwise make satisfactory to the Owner any unacceptable pavement and or coating at no additional cost to the Owner

PART 2 - PRODUCTS

2.01 BITUMINOUS CONCRETE PAVEMENT:

A. Bituminous Concrete Pavement shall consist of binder mix and dense mix courses constructed to the thicknesses shown on the plans and shall conform to the relevant provisions of Sections 460 and (M3.11.03) of the Massachusetts Standard Specifications, unless specified otherwise hereinafter.

B. Base/Binder Courses

1. Base/Binder Courses shall be Bituminous Concrete Pavement, Dense Finish Course Type I-1.

C. Leveling/Overlay Courses

1. Leveling/Overlay Courses may conform to "Surface Treatment" mix, Table A, Section M3.11.03 of the MassDOT Standard Specifications, comprised of Class I Dense Bituminous Concrete, Type ST or Dense Mix Type I-1, at the Contractor's option.

2. The general composition of the bituminous concrete mixture (the proportion of asphalt cement to mineral aggregate) shall be in accordance with MassDOT requirements.

3. The mineral aggregate composition for Type ST shall be as follows:

TYPE ST SIEVE ANALYSIS U.S. Standard Sieve No.	MINERAL AGGREGATE Percent Passing by Weight (per ASTM C-136)	
Size	Minimum	Maximum
3/8	100	-
4	96	100
8	85	100
16	55	85
30	25	60
50	15	40
100	3	15
200	2	7

2.02 ASPHALT EMULSION:

A. Asphalt emulsion tack coat shall be Type SS-1 or SS-1H as specified by the Asphalt Institute.

2.03 TROWELABLE ASPHALT FILLER/PATCH:

A. Airport grade asphalt emulsion mix and aggregate shall be used to repair gouges or cracks which can then be brought to grade to receive an overlay or color sealcoat.

2.04 COLOR SEALCOAT:

A. The layout and design of color sealcoating shall be installed per contract drawings.

B. The two (2) filler coats shall be Plexipave as manufactured by California Products Corporation, 169 Waverly Street, Cambridge, Massachusetts, or approved equal. Colors shall be as indicated on the plans. The two (2) Plexipave filler coats shall be applied to the cleaned bituminous pavement as specified hereunder. It shall be non-flammable upon exposure to flame. The filler coats shall contain a minimum of 9 lb./gal. of Silica, 100 percent (100%) passing a 100% mesh as pre-mixed at the manufacturer's plant. No sand or silica shall be added to the emulsion in the field. The bituminous pavement shall cure for fourteen (14) days prior to applying the Plexipave Acrylic Color System.

C. Water, if approved, may be added to the Plexipave emulsion mixes. In no case may the quantity of water in the filler coat emulsion mix exceed thirty-three percent (33%) of the emulsion volume. (One (1) part water: two (2) parts filler coat). In no case may the quantity of water in the finish coat emulsion mix exceed fifty percent (50%) of the emulsion volume. (One (1) part water: one (1) part finish coat). Water shall be potable and its temperature above forty degrees F (40ºF) upon addition to the emulsions.

D. The color emulsion coating shall be California Products Company's "Plexichrome" or an approved equal emulsion product. Colors shall match those of the Plexipave filler coats. The Plexichrome shall be applied lengthwise of the court with a wide type pushbroom.

E. The base vehicle for the finish coat shall be an acrylic polymer dispersed in water and which has the ability to withstand extremes in temperature and general weathering. The film former shall provide a non-skid surface upon drying and under all weather conditions. Pigment dispersions in the color coating are to be of the best quality chrome oxides so as to obtain a permanent true color. The coating shall contain no material, which will cause cracking due to extremes in temperatures and is to be factory mixed and consistent in color. It shall be a one hundred percent (100%) acrylic emulsion containing no alkyds, butadiene styrene, or vinyls and shall be thinned with water. It shall not chalk or discolor any equipment.

F. The finished surface shall be smooth and uniform, true to required grade and cross section, and free of depressions, ridges, or other irregularities.

PART 3 - EXECUTION

3.01 BITUMINOUS CONCRETE PAVEMENT:

A. Bituminous concrete pavements shall be constructed on a prepared foundation of gravel in accordance with the Massachusetts Standard Specifications, Section 405, except where overlayment is over existing pavement.

B. The bituminous mixtures shall be placed on the approved base only when, in the opinion of the Engineer, the course is sufficiently dry and weather conditions are suitable.

C. Where walls, curbing, or other suitable permanent supports are not present, the Contractor shall secure proper alignment and adequate compaction of the binder and surface courses as shown on the Contract Drawings and finish all edges with a neat tamped edge.

D. The mixture shall be placed in two (2) courses as shown on the Contract Drawings. Each course shall be spread and finished as required in the Massachusetts Highway Department, Standard Specifications for Highways and Bridges, Section 460.63, latest edition.

E. All adhesive fabric shall be in place and approved prior to completing this work.

F. After completion, the bituminous concrete courses shall conform to the thickness shown on the Contract Drawings, smooth and even and of a dense and uniform structure. When tested with a sixteen (16) foot straight edge placed parallel to the centerline of the pavement, there shall be no deviation from a true surface in excess of one-quarter (1/4) inch.

3.02 ASPHALT EMULSION TACK COAT:

A. Apply a single very thin (0.05 to 0.15 gallons per square yard) application of diluted asphalt emulsion (Type SS-1) to all existing surfaces to be paved against or overlaid to cover the entire surface of existing pavement.

B. Essential qualities of coverage are (1) it must be very thin and (2) uniformly cover entire surface of existing pavement.

C. Place only that amount of tack coat which can be overlaid with new pavement by the end of each day, and; **IF RAIN IS ANTICIPATED DO NOT APPLY TACK COAT.**

3.03 COLOR SEAL COAT:

A. The bituminous concrete pavement shall cure for fourteen (14) days prior to applying the Color Sealcoat System where specified.

B. The Contractor shall furnish and apply to the approved bituminous pavements so

designated on the plans: two (2) filler coats and one (1) finish coat of acrylic emulsion color coating.

C. Prior to application of the filler coats, all dirt, sand, dust, and other loose material shall be cleaned from the paved areas to be covered, by sweeping and pressure washing with water. All surfaces shall be dry prior to starting any color seal coating process. The Contractor shall take special precautions to assure that existing pavements are thoroughly cleaned and that all cracks or joints in existing pavements are repaired in conformance with these specifications and to the satisfaction of the Owner. Limits or areas to be color coated shall be taped with minimum two (2) inch wide tape true as to alignment prior to application of the color coating material.

D. The two (2) filler coats shall be applied so that both coats are of a total quantity and with a uniform spread at the rate of one (1) gallon per each one hundred (100) square feet of surface area. Additional filler coating material is to be used if necessary to complete the court surfaces satisfactory to the Supervisor. The first coat shall be applied length-wise of the court or drive and the second coat cross-wise of the court or drive.

E. Apply one (1) acrylic color emulsion coating to the properly prepared surfaces with a uniform spread at the rate of one (1) gallon per each two hundred (200) square feet of surface area after the filler coat applications have been completed and approved. The color emulsion coating shall be California Products Company's "Plexichrome" or an approved equal emulsion product. Colors shall match those of the Plexipave filler coats. The Plexichrome shall be applied lengthwise of the court or drive with a wide type pushbroom.

F. The entire system of two (2) filler coats and one (1) finish coat shall be applied with approved squeegees and hair-type pushbrooms, respectively. The material shall be thoroughly mixed by mechanical agitation and all work shall be done in a thorough and workmanlike manner. The emulsion shall be thoroughly stirred in its container as received, by stationery bucket power mixer, so that a creamy, smooth consistency of all the emulsion in the container is assured for ready application. The entire work of color coat surfacing shall be done in accordance with the recommendations of the manufacturer's representative. Special care shall be taken so as to allow none of the material to spatter or flow beyond the perimeter of areas to be covered. The filler coats and finish coat shall not be applied in foggy or rainy weather, or when ambient temperature is below forty-five degrees F (45ºF), nor shall they be applied if such conditions are anticipated during the next forty-eight (48) hours.

G. The finished surface shall be smooth and uniform, true to required grade and cross section, and free of depressions, ridges, or other irregularities.

END OF SECTION

Document146

SECTION 02750

STABILIZED STONE DUST PAVEMENT

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. The work to be done under this Section shall be the furnishing, placement and compaction of stabilized stone dust surfacing as shown on the drawings and as specified herein. The Contractor shall be responsible for supplying the material, labor, equipment and transportation necessary to do the work.

1.02 SAMPLES

A. Prior to ordering and delivering materials to the site, (1) representative samples of stone dust shall be sent to the Owner's Representative for approval. The material shall be analyzed by a certified testing laboratory and certified by the supplier as a byproduct of a stone quarry operation.

B. The color shall be medium to dark gray when wet and consistent throughout. Samples must match that product which is to be installed.

PART 2 - MATERIALS

2.01 STONE DUST

A. Stone dust shall be the product of a stone crusher and shall consist of inert materials that are hard, durable stone, free from surface coatings and deleterious materials.

B. Gradation requirements shall be as follows:

U.S. Sieve No.	Percent Passing by Weight
# 4	100
# 8	96
# 16	68
# 30	43
# 50	29
# 100	17
# 200	11

2.02 STABILIZER

A. Non-toxic, non-staining water-activated soil stabilizer.

B. "STABILIZER" by Stabilizing Solutions, Inc. Phoenix, AX 1-800-336-2468 or approved equal.

PART 3 - EXECUTION

3.01 The stone dust shall be placed over a previously approved and installed compacted base of gravel as detailed and as specified under Section 02300 of these Specifications.

3.02 The stone dust shall be placed to the line and grades shown on the plans and shall consist of a minimum of the detailed thickness after watering and compacting to ninety-five percent (95%) of the maximum dry density of the material as determined by the Standard AASHO Test Designation T99 compaction test Method C at optimum moisture content as determined by the Landscape Architect.

3.03 Compaction shall continue until the surface is even and true to the proposed lines and grades within a tolerance of three-eighths (3/8) inch above or below the required cross-sectional elevations and to a maximum irregularity not exceeding three-eighths (3/8) inch under a ten (10) foot line longitudinally. Any specific area of material sub-base which, after being rolled, does not form a satisfactory, solid, stable foundation shall be removed, replaced and recompacted by the Contractor without extra compensation.

3.04 The soil stabilizer shall be carefully measured and shall be subsequently blended with the stonedust at the manufacturers recommended rate for three (3) inch compacted stabilized stonedust pathways. (If 'STABILIZER' brand stablizer is used the blending ratio shall be as follows: One (1) pound of 'STABILIZER' powder per one and one-quarter (1 ¼) cubic feet of stonedust OR as otherwise stated; one (1) pound of 'STABILIZER' powder per five (5) square feet of surface area for three (3) inch compacted depth stone dust.)

END OF SECTION

SECTION 02760

PAVEMENT MARKINGS

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. The work of this Section consists of furnishing all labor, equipment, and materials necessary to paint all lines and symbols at the locations shown on the plans and in accordance with these Specifications, and to perform all layout necessary to accurately locate and paint lines and handicap parking symbols.

B. All parking stall lines shall be painted white.

PART 2 - MATERIALS

2.01 Materials shall meet the appropriate requirements specified in the following subsections of MassDOT, Division III, Materials:

General Requirements for Paints and Protective Coatings	M7.00.00
White Traffic Paint	M7.01.05
Striping Powder	M7.01.12

PART 3 - EXECUTION

3.01 GENERAL:

A. All equipment used for the application of pavement markings shall be of standard commercial manufacture. All other equipment and devices necessary for the application of the pavement markings and protection thereof and for the protection to the traveling public shall be as usually required for work of this type and shall be furnished by the Contractor.

B. The pavement marking shall be operated at the speed and in accordance with other requirements of the manufacturer, unless otherwise directed by the Engineer.

C. Truck mounted equipment is approved for the application of pavement markings except in such cases where in the Engineer's judgment travel will be unreasonably delayed and/or the quality of the work performed by the machine is unsatisfactory.

3.02 LAYOUT OF WORK:

A. A schedule of pavement marking operations shall be furnished by the Contractor for the approval of the Engineer prior to the application of any pavement markings. This schedule must be in the office of the Engineer 7 days prior to the proposed date of application of any pavement markings.

B. The Engineer will provide at a convenient location on the roadway a line of reference for use by the Contractor in establishing the location of markings. The line of reference shall be at a maximum of 50 foot intervals by means deemed satisfactory by the Engineer. All markings shall follow the line of reference without deviation. Any line deviating from the establishing control of incorrect width shall be reapplied, as directed by the Engineer in accordance with Subsection 860.62.

3.03 APPLICATION OF MARKINGS:

Pavement markings shall be applied as follows:

Material	Line Thickness	Reflectorized Bead Application
M7.01.05	15 mils	6lbs/gal

A. No thinners shall be used for the above listed pavement marking applications except in accordance with the manufacturer's specifications and at the direction of the Engineer.

B. No paint or pavement marking material shall be heated above the temperature marked on the container. Markings shall be applied only in seasonable weather and in accordance with good painting practices.

C. The surface shall be dry and free of sand, grease, oil or other foreign substances prior to the application. The Contractor shall prepare the surface to accept the application as part of this item, with no additional compensation. The Engineer will make the final determination for all of the foregoing.

D. Bituminous concrete pavements shall have been in place for 48 hours prior to the application of pavement markings except preformed permanent plastic pavement markings which can be applied immediately. When it is necessary to expedite the

flow of traffic, the Engineer may reduce the waiting period as is deemed necessary.

E. If for any reason material is spilled or tracked on the highway, or any markings applied by the Contractor, in the Engineer's judgment, fail to conform to Subsection 860.61, because of a deviation from the desired pattern, the Contractor shall remove such material by a method that is not injurious to the roadway surface and is acceptable to the Engineer, clean the roadway surface and prepare the surface for a reapplication of markings and reapply the markings as directed without additional compensation for any of the foregoing corrective operations.

F. The ambient (air) temperature for line painting application is to be a minimum of 45 °F and rising at the time of marking operations. If work has started and air temperatures fall below 45 °F and continuous cooling is indicated, work shall be stopped. In cool weather conditions, temporary drops down to 40 °F will be tolerated, providing temperatures also vary upwards. Sustained striping (greater than one hour) at 40 °F shall not be allowed. Starting work at air temperatures lower than 45 °F shall not be allowed.

3.04 PROTECTION OF MARKINGS:

A. Markings shall remain protected until sufficiently dry to bear traffic on roadways that are open to traffic. Markings shall be protected by traffic cones of not less than 28 "in height.

PART 4 - GUARANTEE AND ACCEPTANCE

4.01 A. Painted lines shall be guaranteed for a period of one (1) year from final acceptance, against cracking, peeling, checking, or other defect. The Contractor will repair, recoat or otherwise make satisfactory, any failed lines, at no cost to the Owner.

END OF SECTION

SECTION 02773

CURBING

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Fabricate, furnish and install precast concrete and granite curbing, as indicated on the Drawings and as specified.

1.02 RELATED SECTIONS:

A. Section 02220 – DEMOLITION

B. Section 02746 – BITUMINOUS CONCRETE PAVING AND COLOR SEALCOAT

C. Section 03300 – CAST-IN-PLACE CONCRETE

1.03 REFERENCES:

A. Comply with applicable requirements of the following standards and those others referenced in this Section, under the provisions of Section 01420 - REFERENCES.

1. ASTM C 131 - Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
2. Commonwealth of Massachusetts Department of Transportation (MassDOT): Standard Specifications for Highway and Bridges

1.04 SUBMITTALS:

A. Submit the following under provisions of these specifications:

1. Submit complete shop drawings of each curb type and size for Architect's approval.

1.05 QUALITY ASSURANCE:

A. Unless otherwise indicated, concrete curb materials and construction shall conform to the applicable portions of MHD’s Standard Specifications Section 500, "Curb and Edging."

1.06 DELIVERY, STORAGE, AND HANDLING:

A. Curb units shall be delivered to the job adequately protected from damage during transit.

B. Curb shall be protected against staining, chipping, and other damage. Cracked, badly chipped, or stained units will be rejected and shall not be employed in the work.

PART 2 - PRODUCTS

2.01 PRECAST CONCRETE CURBS:

A. Manufacturers: Subject to compliance with the requirements specified herein, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

1. Field Concrete Pipe, Wauregan CT.
2. Durastone Company, Lincoln RI.
3. Precast Specialties Corporation, Braintree MA.
4. Or Approved Equal.

B. Concrete mix for curbs shall meet the following criteria:

1. Portland Cement, type I or III conforming to Standard Specifications, Section M4.
2. Maximum aggregate size: 3/4 inch.
3. Air entrainment: Greater than 3 percent by volume and less than 6 percent.
4. Water reducing agent as recommended by fabricator.
5. Minimum compressive strength (28 day strength): 5000 pounds per square inch.

C. Forms used for casting curbs shall be steel or wood having a ‘smooth- form’ surface.

D. Cast curbs in fabricators standard lengths, but not less than 3 feet. Curved curbing shall be employed on a radii up to 150 feet. Curb units shall be true to line, plane, and dimensions.

E. Provide custom sized and dimensioned units matching profiles indicated on the Drawings.

F. Finish shall be uniform, smooth texture, free from cracks and other defects. Color of units shall be uniform. Provide a smooth, light sandblasted finish, on all exposed-to-view surfaces as installed, with the surface texture resembling limestone.

2.02 GRANITE CURB- VERTICAL:

A. Granite for vertical curb, radius curb, corners, curb inlet and transition curb shall be engineering grade structural granite conforming to ASTM C615 requirements. Sizing of curb and comers shall be as shown on the Drawings. Granite curb shall be Type VA-4 as per the "Standard Specification."

B. Granite shall be of smooth splitting character and free from seams which impair its structural integrity. Natural variations characteristic of the deposit will be permitted. Granite shall come from an approved quarry.

C. Cement mortar shall meet requirements of Section M4, Paragraph M4.02.15 of the Standard Specifications. Color shall be “natural” to match color of curb.

D. Concrete shall be 4,000 psi concrete as specified under Section 03300 CONCRETE, herein.

E . Processed gravel fill as specified under Section 02355 GRAVEL BORROW, herein.

PART 3 - EXECUTION

3.01 INSTALLATION - CONCRETE CURBS:

A. Trench an area to 18 inches wide and 6 inches below bottom of installed curb. Place aggregate fill and compact as defined in Section 02350 to a compacted thickness 6 inches.

B. Curb shall be set in a concrete cradle, level with elevation required and alignment. Vertical face of curb shall be plumb. Butt ends of curbs, with a maximum joint of 1/8 inch. Mortar all joints.

C. Do not field cut units without obtaining prior permission from the Architect.

D. Expansion joints:

1. Expansion joints shall be 1/2 inch wide, provided with preformed joint filler.
2. Provide expansions joints every 30 feet on center.
3. Provide expansion joints where pre-cast curbing meets cast-in-place curbs, granite curb, handicap ramps, and existing concrete.

E. Backfill with aggregate fill, with no stones larger than 1-1/2 inches. Backfill against curbs with taking care to maintain alignment and position. Curbs sections disturbed during backfilling or otherwise shall be reset to line and grade and properly backfilled.

3.02 GRANITE CURBS:

A. Furnish and install new granite curb and reset existing granite curb removed and stockpiled for reuse, herein. Curb shall be set straight, plumb and as shown on the Drawings.

B. Curb shall be set in a concrete cradle in a trench excavated to a width of twenty-four inches (24"). The subgrade of the trench shall be at a depth below proposed finish grade of the curb equal to six inches (6") plus the depth of the curb stone. Base course shall then be filled with processed gravel fill to proper level to support curb at final grade and thoroughly tamped.

C. Place curb units in accurate line, each piece butting the next with joint spacing no larger than one-quarter inch (1/4). Final points shall be joined by closure pieces made to order. No curb shall be cut in the field. After alignment, the curb shall be

carefully backfilled as shown on the Drawings. Extreme care shall be taken not to disturb alignment.

D. Patch street pavement as required.

END OF SECTION

SECTION 02800

SITE IMPROVEMENTS

PART 1 - GENERAL

1.01 REFERENCES

A. All of the Contract Documents, including the General and Supplementary Conditions and Division 0 – Bidding Documents, Contract Forms, and Conditions of the Contract and Division 1 – General Requirements, apply to the work of this Section.

B. Carefully examine all the Contract Documents for requirements which affect the work of this Section. The exact scope of this Section cannot be determined without a thorough review of all specification sections and other Contract Documents.

C. ASTM Testing Standards:

1. ASTM B 117 – Standard Practice for Operating Salt Spray (Fog) Apparatus.
2. ASTM D 522 – Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
3. ASTM D 523 – Standard Test Method for Specular Gloss.
4. ASTM D 2247 – Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
5. 5ASTM D 2794 – Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
6. ASTM D 3359 – Standard Test Methods for Measuring Adhesion by Tape Test.
7. ASTM D 3363 – Standard Test Method for Film Hardness by Pencil Test.
8. ASTM G 155 – Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.

D. ISO Testing Standards:

1. ISO 1520 – Paints and Varnishes – Cupping Test.
2. ISO 2815 – Paints and Varnishes – Buchholz Indentation Test.

E. ANSI/BIFMA Testing Standards:

1. ANSI/BIFMA X5.4-2005 – Standard Test for Lounge Seating.

1.02 SCOPE

A. The work of this Section consists of all Site Improvements work and related items as indicated on the Drawings and/or specified herein and includes, but is not limited to, the following:

1. Picnic Tables
2. Benches
3. Café Tables
4. Shade Shelters
5. Bike Racks
6. Interpretive Signage

7. Storage Shed
8. Park Signage
9. Porous Flexible Paving
10. Flag Poles
11. Drinking fountain with bottle filler
12. Anti-siphon spigots/hose bibs

1.03 SUBMITTALS

A. Shop Drawings/Product Literature: Include plans, sections and details as required to show all materials, layout, dimensions, jointing and connections for all items required.

Prior to ordering the above listed materials, submit shop drawings and fabrication details or product literature to Landscape Architect for approval as follows. Do not order materials until Landscape Architect's approval has been obtained. Delivered materials shall closely match the approved samples.

1.04 EXAMINATION OF EXISTING CONDITIONS

A. The Contractor shall fully inform himself of existing conditions of the site before submitting his bid, and shall be fully responsible for carrying out all work required to fully and properly execute the work of the Contract, regardless of the conditions encountered in the actual work. No claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed, except those conditions described under the GENERAL CONDITIONS.

B. All areas shall be inspected by the Contractor before starting work and any defects, such as incorrect grading, drainage problems etc., shall be reported to the Landscape Architect prior to beginning the work. The commencement of work by the Contractor shall indicate the Contractor's acceptance of the areas to be hydroseeded, and the Contractor shall assume full responsibility for the work of this Section.

C. The Contractor shall be solely responsible for judging the full extent of work requirements involved, including but not limited to the potential need for storing materials temporarily and/or rehandling items prior to final installation.

D. Contractor shall verify all utility conditions and elevations prior to work. Before construction starts, all utility companies, public and private, must be contacted, including those in control of utilities not shown on this plan. See Chapter 370 Acts of 1963 Massachusetts and contact -DIG SAFE: 1-800-DIG-SAFE-. Report any discrepancies in writing to the Landscape Architect and the Owner and receive written instructions prior to proceeding.

1.05 MANNER OF CONDUCTING THE WORK

A. The work shall be conducted with prime consideration given to the following:

1. Compliance with UFAS requirements.
2. Compliance with governing laws and building codes.
3. Safety, protection, and convenience of the public and workmen.
4. Protection of the existing building structure, materials and finishes to remain from damage.
5. Minimization of dirt and dust proliferation.

6. Avoidance of any damage to existing vegetation to remain.

B. All work shall be done in accordance with the governing laws and building codes and all necessary permits required for the Site Improvement work shall be procured by the Contractor. Provide unobstructed legal exits at all times.

C. Workmanship and finish shall be equal to the best practice of modern shops for each item of work. Exposed surfaces shall have a smooth finish and sharp, well-defined lines and arises. Sections shall be well formed to shape and size with sharp lines and angles; curved work shall be spring evenly to curves. Welding shall be done in accordance with the Structural Welding Code of the American Welding Society. All welding, except as otherwise noted, shall extend the entire length of the joints. All welded face joints shall be ground flush and smooth.

D. Where provisions must be made for attaching other materials to work included under this Section or where provisions must be made for assembly and installation for steel and metal fabrications in the field, the required holes shall be provided in the shop, unless such connections are to be welded. The sizes and locations of all such holes shall be shown on the Shop Drawings. Suc h holes shall be either drilled or punched and reamed.

1.06 DELIVERY, HANDLING AND STORAGE

A. Deliver materials in original sealed containers marked with name of manufacturer and identification of contents. Store materials under waterproof covers on planking clear of ground and protect from handling damage, dirt, stain, water and wind.

B. Take all necessary precautions to prevent all items from damage during transportation of these materials to the project, unloading and storage on site. Damaged items will not be allowed to be installed and should any damaged items by found in erected work, such items shall be removed immediately and replaced with new items, and the Contractor shall assume all expenses incurred there from.

C. Stored materials shall be adequately protected against moisture by (1) staking in such a manner as to allow a complete circulation of air under each stack, and (2) covering each stack, top and sides with a waterproof paper or membrane. Coverings shall remain in place at all times, when not working from the particular stack.

D. Deliver bolts and other small items required for erection of work under this Section bundled with their respective items.

PART 2 - PRODUCTS

2.01 MATERIAL REQUIREMENTS

A. Provide only new materials, free from defects impairing strength, durability or appearance and of the quality specified.

B. Standard products meeting the detailed requirements specified herein will be considered for approval by the Landscape Architect.

C. Furnish all supplemental parts necessary to complete each item whether or not such parts are shown or specified. Furnish all fastenings for securing work required hereunder.

D. Provide fastenings of the same material, color and finish as the metal to which applied unless otherwise indicated.

E. Picnic Tables, Café Tables, and Benches shall be supplied by the same manufacturer.

2.02 PICNIC TABLES

A. Scope includes all labor, materials, and equipment and incidental items, necessary to provide and install new picnic tables in locations to be determined in field by owner's representative.

B. Total number of picnic tables will be per construction drawings. Location of picnic tables shall be determined in field. NOTE: all picnic tables shall be wheelchair accessible and shall have a concrete pad surface with an extra 6' x 3' area adjacent to path for wheelchair access.

B. Concrete base as specified in Section 03300.

C. Gravel fill as specified in Section 02300.

D. The picnic tables shall be 299-60-1HS by DuMor Site Furnishings, Inc. Equivalent model by Landscape Forms, Inc. or Custom Fabrication, Inc of Harpursville, New York 13787, or approved equal.

B. Color shall be Black, Mounting shall be: surface mounted.

2.03 BENCHES

A. The benches shall be 160-60-3AR by Dumor Site Furnishings, or equivalent model by Landscape Forms Inc, or, Custom Fabrication, Inc, or approved equal.

B. Color shall be Black, Mounting shall be: surface mounted

2.04 CAFÉ TABLES

A. Café tables shall be 297-42-30HS by Dumor Site Furnishings, or equivalent model by Landscape Forms Inc, or, Custom Fabrication, Inc, or approved equal.

B. Color shall be Black, Mounting shall be: surface mounted. Final locations to be determined in the field by owner's representative.

2.05 SHADE SHELTERS

A. Shade Shelter shall be custom designed by Apollo Sunguard, 4487 A Ashton Road, Sarasota FL 34233. Or approved equal. Shade shelters shall be Kite style post and sail and or T-style structures. Structures to match the project drawings.

B. Contractor shall submit Manufacturer's drawings, calculations and details for the shelters and footings, stamped by a structural engineer registered in the Commonwealth of Massachusetts.

C. Design members to withstand wind loads in accordance with current version of

ASCE-7, International Building Code (IBC), and applicable local, state, county, and city codes.

D. Design structures for winds up to 180 mph with the cover off and 105 mph with the cover on.

E. Design foundations in accordance with ACI and applicable code and good construction practices for the specific structure and site conditions.

F. Cooperate with regulatory agency or authority and provide data as requested authority having jurisdiction.

G. Design covers for easy removal and replacement.

H. Design covers for a maximum 5 lbs. snow load.

I. Design covers for a maximum 5 lbs. live load as per awnings and canopies.

J. FRAMING MATERIALS
   a. American Institute of Steel Construction (AISC) or American Iron and Steel Institute (AISI) specifications.
   b. Conduit tubing conforming to ASTM A500, galvanized.
   c. Structural Steel Cold formed HSS ASTM 500 GRADE C unless otherwise noted.
   d. Structural Steel Pipe: A53 Schedule 40.
   e. Structural Steel Members: Steel Plates ASTM A36, A50 or A572.
   f. ASTM A-123 – Standard Specifications for Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products.
   g. Bolts, Nuts, and Washers: ASTM A325 Galvanized and A316 stainless steel. All Stainless Steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2. All nuts shall comply with ASTM F-594 Alloy Group 1 or 2.

K. REINFORCED CONCRETE
   a. Concrete work shall be executed in accordance with the latest edition of the American Concrete Institute Building Code. Concrete specifications shall meet all specifications included in the project

L. FABRICATION
   a. Steel Components: Fabrication of steel components shall be in accordance with guidelines set forth in the AISC steel design manual and the AWS code of structural welding.
   b. Welds: All shop welds shall be executed in accordance with the latest edition of the American Welding Society (AWS) D1.1 specifications. All welds shall be continuous where length is not given. All welds shall develop the full strength of the weaker member. All welds shall be made using E70XX Low Hydrogen. i. All welds shall be in accordance with manufacturers design and performed prior to shipping. No welding shall be performed in the field. ii. Grind all corners and sharp edges. iii. Steel will require abrasive blasting and primer before application of the polyester powder paint finish.

M. Powder Coating: All steel shall be painted with one shop coat polyester powder painted to a minimum thickness of 3.5 - 4 mils.
   a. Pencil hardness (ASTM D-3363)
   b. Humidity (ASTM D-2247)
   c. Solvent Resistance (PCI Test Method)

N. Frame Colors: Colors as selected from the manufacturer's standard selections.

O. Manufacturer's warranty shall include a 20-year non-prorated warranty for all steel frame work against all structural failure due to corrosion, deterioration, or workmanship, a limited 15-year non-prorated warranty for all polyethylene covers against deterioration, rot, or faulty workmanship including seam failure.

P. SHADE FABRIC MATERIALS shall be:
   a. High density polyethylene fabric with ultraviolet blocking additives.
   b. Fabric is knitted providing stability and fraying resistance when cut. Fabric is fabricated with monofilament and tape construction for additional stability.
   c. Have a Fabric Mass: 340 gsm ii. Tear Strength a. Warp 635 N/50mm b. Weft 2494 N/50mm c. Bursting Pressure 3500 kPa d. Bursting Force 2146 N E.
   d. Fabric Corners & Hemmed Edges: Fabric cover fabricated with PTFE coated UV resistant thread.
   e. Fabric connection points & cable exit points to be triple reinforced and heat sealed with vinyl interfacing inserted and sewn between layers of reinforcement.
   f. Fabric shall be pre-stressed prior to fabrication.
      i. W. L. Gore Tenara
      ii. Solar Fix I. Fire Rating:
         1. ASTM E 84: Class 1, Flame Spread 15, Smoke Developed 15
         2. NFPA 701 Test Method 2 test
         3. FFPC Florida Fire Prevention Code
         4. Specific fabric type meets California State Fire Marshall Requirements, Section 13115 of California Health & Safety Code. Limited fabrics available. Inquire for available selection.
   g. Shade Percentage: 60 percent to 95 percent (varies by fabric color).
   h. UVB Block: 83 percent to 96 percent (varies by fabric color).
   i. Colors: Color as selected from the manufacturer's standard selections.

Q. CABLE FASTENING AND TENSIONING MATERIALS
   a. Fastening and Tensioning System: Quick & Easy Turnbuckle Tensioning System on all cantilever style system shade.
   b. quick release system to remove the fabric covers easily. No special tools are to be required.
   c. Turnbuckles: Premium Closed Body & open body
   d. Wire Rope shall conform to AISI Steel Cable Manual requirements with a Class A galvanized coating or approved substitute. ASTM A603. Cable shall be IWRC improved plow steel. Aircraft Grade 7x19 core wire rope.
   e. Normal diameters used : Ø1/4" , Ø3/16", Ø3/8" & Ø5/16" Ø 1/2" iv. Construction: 7X19 v. Surface: galvanized vi. Core: JWS vii. Stainless steel

when specified.

R. Colors to be determined through shop drawing process.

2.06 BIKE RACK

A. The bike racks shall be “292-s2” by Dumor Site Furnishings or approved equal.

B. Color shall be Black, Mounting shall be: Surface

2.07 INTERPRETIVE SIGNAGE

A. Contractor shall supply and install (2) Carved and painted signfoam using 1”x 1” painted square tube frame welded to match plate and bolted to 6” x 6” granite posts. Signs shall match detail drawings. Signs to be manufactured by Sunshine Sign, 508-839-5588, or approved equal.

B. Contractor shall supply and install two (2) 3-faced kiosk constructed of aluminum tube frame, painted.
   a. One side of Kiosk houses a pre-constructed 2" deep manual message center, with extruded aluminum frame and door.
   b. Unit is welded into kiosk frame structure.
   c. Middle and right side are sheeted with aluminum and have full vinyl prints back with ACM and attached to faces with insets.

C. Contractor shall supply and install five (5) 8.5" x 11" Zinc plaque mounted to 6" x 6" aluminum post, on a 45-degree angle. Signs shall be set I a concrete footing ad buried a minimum of 36" below grade.
   a. Zinc plaque has raised white text and border with duranodic background.

D. Contractor shall supply and install one (1) Community gardens kiosk. Kiosk shall be constructed of aluminum tube frame, painted. Kiosk houses a pre-constructed 2" deep manual message center, with extruded aluminum frame and door. Unit is welded into kiosk frame structure.

E. Contractor shall supply and install five (5) Park rules signs. Signs shall be ¼” thick aluminum panel with applied vinyl graphics welded to a 2” by 2” aluminum tube frame and direct buried into concrete below grade 36” min.

F. Owner shall supply all signage graphics in digital format as required by manufacturer to Contractor during construction.

G. Contractor shall supply mock-ups and digital representations of all signage for review and approval prior to manufacture.

2.08 STORAGE SHED

A. There is to be one storage shed purchased and installed on a concrete pad. The shed shall Be the 10 x 10 “Gable shed” manufactured by Jamaica Cottage Shop 866-297-3760 or

approved equal and will be made of hemlock with 4x4 post and beam wall framing, double pine doors with a pressure treated ramp. Shed shall have a gabled standing seam metal roof. Siding shall be 1" rough sawn pine board and batten siding with rough sawn pine trim. Color as selected by Owner's Representative.

2.16 POROUS FLEXIBLE PAVING

A. Product shall be manufactured with 100% high density recycled polyethylene, interlocking units. Empty unit compressive strength min. 175 PSI. Aggregate filled unit compressive strength min.1000 PSI.

B. Shall be one of the following systems: Bodpave 85 by Boddingtons Inc 1-651-330-2920, Urban Green Plastic Paving System by Contech Construction Products Inc. 1-800-338-1122 or Turf Pave XD available from Reed & Graham 1-888-381-0800, or approved equal.

C. Root zone material and bedding layer shall be a sandy loam. Refer to section 02930 TREES, SHRUBS, GROUNDCOVER, AND LANDSCAPING.

D. Installation per manufacturer's recommendation and as indicated on Drawings.

F. For Seeding, Mulch, Fertilizer requirements see section 02930 TREES, SHRUBS, GROUNDCOVER, AND LANDSCAPING

2.17 FLAG POLES

A. Submit complete and detailed shop drawings indicating entire flagpole, installation, foundation and all accessories.

B. Flagpole shall be one of the following or Architect approved equal:

a. Model No IWW30D61-AE (2) AND IWW35D61-AE (1) as manufactured by American Flagpole Co. 3546 Lake Elmo Ave., Suite 3, Lake Elmo MN 55042 (info@aflag.com) Model # IW306156 and # IW357188 by The Flagpole Co. P.O. Box 765 Brooklyn MI 49230 (Sales@TheFlagpoleCo.com)
b. Model EC30IH and EC35IH by American Flagpoles and Flags, 2183 Highway 17 North Suite 110 Mount Pleasant, SC 29466 or approved equal.

C. Finish to be dark bronze anodized finish. Color to be impregnated permanently in pole. Internal Halyard with stainless steel cable.

D. Flash Collar: Provide and install decorative spun aluminum collar and ground sleeve as required for height of pole specified.

E. Lightning Protection: 3/4 inch diameter steel lightning protector ground spike welded to base plate and to support plate.

F. Shim blocks shall be pressure treated hardwood wedges at top of foundation tube to adjust pole and maintain true vertical position.

2.18 DRINKING FOUNTAIN WITH BOTTLE FILLER

A. Product shall be Model 4420BF1U Endura II Outdoor HYDRO Boost Bottile filling station, Bi-level Pedestal by Halsey Taylor, 2222 Camden Court, Oak Brook IL 60523, or approved equal.

B. Product shall be Bi-Level Pedestal Non-Filtered, Non-Refrigerated.

C. Features shall include 316 Stainless, Laminar Flow, Heavy Duty Vandal-Resistant. Furnished with Vandal-Resistant bubbler and front button activation.

D. Product shall be Floor Mount/Freestanding, for Outdoor applications, serving 2 station(s). Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.

E. Product shall be installed per manufacturer's specifications.

F. Service valve shall be supplied by the contractor per Town of Natick DPW Engineering Division construction standards.

G. Color to be determined during submittal process.

2.19 ANTI-SIPHON SPIGOTS/HOSE BIBS

A. Spigots shall be Woodford freezeless anti-siphon hose bib model 19 or approved equal.

B. Unit shall be brass with no-lead solder, with ¾" hose thread nozzle.

C. Handle shall be powder coated die-cast aluminum.

PART 3 - EXECUTION

3.01 PICNIC TABLES

A. Locate and install picnic tables, complete in place, as shown on the Drawings and in accordance with approved Shop Drawings.

B. Picnic tables shall be set vertically plumb, true to line and grade, and **shall be** anchored in cement concrete footings. Picnic tables shall be assembled in accordance with approved Shop Drawings and per manufacturer's specifications.

C. The color system specified is a factory applied finish coating. Upon arrival on the job site it is the Contractor's responsibility to handle the picnic table in such a manner as to minimize damage to the finish. Should any damage occur to the coating surface in shipping or handling at the job site, it is the responsibility of the Contractor to touch up said damage to color system using suitable touch-up materials, either liquid or aerosols,

available from the manufacturer. Dry film thickness of applied repair paint to be not less than what was originally specified herein.

3.03 SHADE SHELTER

A. Locate and install shade shelter, complete in place, as shown on the Drawings and in accordance with approved Shop Drawings.

B. Shade shelter shall be set vertically plumb, true to line and grade. Shade shelter shall be assembled in accordance with approved Shop Drawings and per manufacturer's specifications.

3.04 TRASH RECEPTACLE AND BENCHES

A. Install trash receptacles, benches, in accordance with drawings and the manufacturer's instructions.

B. The Contractor shall be responsible for timing the delivery of trash receptacles and benches so as to minimize on-site storage time prior to installation. All stored materials must be protected from weather, careless handling and vandalism.

3.05 BIKE RACK

A. Install Bike Rack in accordance with drawings and the manufacturer's instructions.

B. The Contractor shall be responsible for timing the delivery of bike racks so as to minimize on-site storage time prior to installation. All stored materials must be protected from weather, careless handling and vandalism.

3.06 INSTALLATION OF FLAGPOLES

A. The installer shall examine previous work, related work, and conditions under which this work is to be performed and notify the Contractor in writing of all deficiencies and conditions detrimental to the proper completion of this work. Beginning work means installer accepts substrates, subgrades, previous work, and conditions.

B. Install flagpoles in accordance with the Drawings and the manufacturer's instructions and recommendations.

C. The Contractor shall be responsible for timing the delivery of flagpoles so as to minimize on-site storage time prior to installation. All stored materials must be protected from weather, careless handling and vandalism

END OF SECTION

SECTION 02801

SITE IMPROVEMENTS-SPORTS EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 WORK INCLUDED:

A. Provide site improvements in the locations shown or as described herein, complete with anchorages and associated site work.

1.03 RELATED SECTIONS:

Division 2 Section “Earthwork" for excavation and grading related to site improvements. Division 3 Section "Cast-In-Place Concrete" for anchorages.

1.04 SUBMITTALS:

A. Contractor shall submit catalog information on site improvements for review by Architect.

1.02 SCOPE

A. The work of this Section consists of all Sports Equipment Site Improvements work and related items as indicated on the Drawings and/or specified herein and includes, but is not limited to, the following:

1. Aluminum Players Benches
2. Basketball Posts, Backboards, Goals, and Nets
3. Bleachers

PART 2 - PRODUCTS

2.01 SPORTS EQUIPMENT:

A. ALUMINUM METAL PLAYERS' BENCHES

1. Players' benches shall be 15’ long, with back, suitable for permanent in-ground installation Model Number B15WBRCSM-POLY, ¾” #9 Expanded Metal, Rounded Corners, Two Sections Bolted together, Four 2 3/8” Legs Surface Mount. Stickers: webcoat, poly color: Mystic Blue, frame powder coat color: red

   As manufactured by Superior Recreation Products, 1050 Columbia Dr. Corrollton, GA 30117, 800-327-8774.

2. Furnish with the anchoring option for direct embedment into concrete base or pad.

B. BASKETBALL POSTS, BACKBOARDS, GOALS, AND NETS

1. Provide detailed shop drawings that include the manufacturer's specifications and recommended installation prior to ordering materials.

2. Furnish and install complete basketball goals in accordance to the Drawings and the manufacturer's recommended installation.

3. Basketball posts, backboards, goal and net shall be provided by one of the following or Landscape Architect approved equal.

    a. True Bounce, Inc. 194 Riverside Ave, New Bedford, MA 02746, 1-888-873-3715, www.truebounce.com
    b. Jaypro Sports, LLC., 976 Hartford Tpk, Waterford, CT 06385 800-243-0533.
    c. Bison, Inc., 603 L Street, Lincoln NE 68508, 800-247-7668

4. Goals posts shall consist of 5-9/16" O.D. schedule 40 steel pipe with a 90 degree bend giving the backboard a 6 foot offset. Post shall be hot dip galvanized per ASTM A123 category 100.
5. Backboard shall be clear, UV resistant, ½" thick polycarbonate, tempered glass, or approved material with dimensions 72"x42". Backboard shall be framed with E-channel extruded aluminum and attached with stainless steel hardware. Target shall be silk screened on the face of the backboard with trim. Color to be selected by Owner
6. Rim shall be powder coated, front mount 18" single ring goal with nylon net.

C. BLEACHERS

1. Shop drawings:

    a. Layout of bleacher system to include dimensions, details, and finishes of components, accessories, and post foundations.
    b. Drawing/s to include engineers stamp certifying the bleacher system is in code compliance with all state regulations and meets manufacturer's structural requirements.

2. Product data: Manufacturer's catalog cuts indicating material compliance and specified options.

3. Bleacher systems shall be aluminum bleacher system by the following

manufacturers or approved equal:

a. Model # LU-0321GS from GT Grandstands Inc. 1-866-550-5511 or approved equal.

4. Low-Rise 3 Row x 21’ non-elevated bleacher, seating for 42 + 4 H.C. seats unit. Front row cut outs.

   a. All aluminum understructure
   b. 2 x 10 seat planks anodized
   c. Double 2 x 10 mill finish foot planks
   d. 6” riser x 24” treads

5. Securely attach bleacher to concrete slab with galvanized hardware per manufacturer’s instructions.

D. TENNIS BANG BOARD

1. Contractor shall furnish and install one (1) Rally Master 8’ x 32’ tennis bang board as shown on the plans or approved equal.

PART 3 - EXECUTION

3.01 Sports Equipment shall be permanently installed in concrete anchorages unless otherwise indicated by manufacturer specifications. See Division 3-Section "Cast in Place Concrete for Bases and Anchorages".

3.02 Sports Equipment shall be installed in accordance with Massachusetts State High School Athletic Association Standards, manufacturer's installation instructions, and as shown on the plans.

3.03 Any site improvement materials which are constructed of steel and not galvanized or factory coated with a finish system shall be painted in the field in accordance with Division 9 Specification "Painting and Finishes". Colors by Architect.

3.04 All Sports Equipment shall be installed ready for use. All nets, cables, uprights, etc., shall be in place. Bleachers and benches shall be placed as required by the Architect.

CLEANING, REPAIR AND PROTECTION

A. Repair minor damage to eliminate all evidence of repair. Remove and replace work that cannot be satisfactorily repaired.

B. Provide temporary protection to ensure that the work will be without dirt, stains, damage or deterioration at time of final acceptance. Clean up stains and spills as they occur. Remove protections and clean as necessary immediately before final acceptance.

C. Upon completion of the work and before acceptance, the Contractor shall remove and dispose of in an approved manner all surplus materials, rubbish, etc. which the Contractor may have accumulated during the course of the work and shall leave the site in a clean and orderly condition. The Contractor shall not abandon any material at or near the site regardless of whether or not it has any value.

END OF SECTION

SECTION 02810

IRRIGATION SYSTEM SPECIFICATIONS

PART 1- GENERAL

1.01 WORK INCLUDED:

This specification is to be used in conjunction with the attached design and detail sheet. Where indicated on the drawings, the contractor is to provide material and installation of a complete, automatically controlled, underground irrigation system including, but not limited to, the following:

Piping, backflow prevention device, sprinkler heads and nozzles, valves, controllers, control wiring, fittings, electrical connections, connections to mains, and all necessary accessories.

1.02 WORKMANSHIP AND QUALIFICATIONS

A. The work will be done by an experienced, qualified contractor and will be performed in a professional manner in strict compliance with safety requirements prescribed in current standards of state, and local codes.

B. Bidder/Contractor shall submit evidence of not less than five years experience in providing and installing underground irrigation systems.

C. Contractor and/or subcontractor must provide at least five (3) references of completed projects of the specified type of system. References must be of similar size and scope of work.

1.03 SUBMITTALS

A. Shop Drawings: The Irrigation Contractor shall be responsible for providing shop drawing' of recommended irrigation design based on the proposed planting design. Quantity, type and location of all pipes, fittings, valves, etc. shall be indicated based on the specifications herein.

B. All materials of every description are to be furnished exactly as specified and shall be new and of the best quality and grade obtainable. The Irrigation Contractor, before beginning work herein specified shall submit to the Landscape Architect/Irrigation Designer for approval: Manufacturer’s technical product data and installation instructions; and Three (3) sets of material submittals, bound and indexed for all irrigation system materials and products to be furnished. If the Irrigation Contractor requires more than one (1) copy of submittal returned, the

initial submittal shall be increased by the appropriate number. Material submittals shall include, but are not limited to, the following:

PART 2- PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Manufacturers
   1. Hunter Industries
   2. Toro-Riverside, California
   3. Rain Bird Corporation

2.02 MATERIALS

A. Irrigation Controller:

   1. The controller shall be a Rain Bird IQ ESP LXMEF controller, station modules (enough to cover all zones) and cellular communication cartridge, configuration and programming. The controller shall be placed in the Rain Bird Exterior Metal cabinet.
      (For questions contact Central Turf and Irrigation Supply (914) 347-5656 Ext. 1027.)

B. Mainline, Lateral Lines & Sleeving:

   1. All mainlines shall be PVC Class 200.
      a. Mainline 2.5” and larger shall be manufactured with bell ends and gaskets.
      b. All mainline Class 2” and smaller shall be manufactured with bell ends and will be solvent welded.
      c. All pipe sizes to be indicated on the drawing.

   2. All Laterals shall be PVC Class 200.
      a. Laterals 1.25” and smaller may be substituted from Class 200 PVC to 100 psi rated Poly pipe.

   3. All Sleeving shall be PVC Class 200.

   4. All electrical sleeving shall be PVC Schedule 40 Grey Electircal Conduit conforming to ASTM D 2241 and be sized as indicated on the drawings.

C. Pipe Fittings

   1. All mainline fittings 4” and larger shall be Ductile Iron manufactured with Gaskets.

2. All mainline fittings from 2.5” to 3” shall be Schedule 40 manufactured with Gaskets.
3. All mainline fittings 2” and smaller shall be Schedule 40 solvent weld.

D. Remote Control Valves:

1. The valves shall be Hunter ICV Series Valves. Reference design for actual part number, or approved equal as accepted by irrigation designer.
2. All remote control valves are to be connected to the mainline by schedule 80 fittings consisting of threaded nipples and threaded elbows. No solvent weld fittings or schedule 40 male adaptors will be allowed.

E. Sprinkler Heads:

1. Pop-up Spray Heads:

a. The sprinklers for all turf areas shall be matched precipitation nozzles; Hunter Pros spray 4-inch heads with matched precipitation nozzles. Reference design for actual part number, or approved equal as accepted by irrigation designer.

2. Pop-up Turf Rotor Heads:

b. The sprinkler shall be a Hunter I25 and I20 rotors. Reference design for actual part number, or approved equal as accepted by irrigation designer.

F. Quick Coupling Valves:

1. Valves:

a. The quick coupling valve shall be a one-piece type, constructed of heavy cast brass.
b. The cover shall be a durable, protective self-closing rubber cover.
c. The quick coupler valve shall be a Hunter HQ-44RC 1” Quick Coupling Valve; Rainbird 5-RC 1” Quick Coupling Valve. Reference design for actual part number, or approved equal as accepted by irrigation designer.

2. Keys:

a. The valve shall be opened and closed by a single lug brass key with a detachable handle of the same manufacturer having a 3/4" inch MNPT.
b. The quick coupler key shall be a Hunter KH-44; Rainbird 55-K

c. Provide a minimum of two keys per system.

3. Swivel Hose Ell:

a. The swivel hose ell shall be of heavy bronze construction, connected to the key for hose connections.
b. The swivel hose ells shall be 1-inch FIPT x 3/4-inch Male Hose Threads.
c. The hose swivel shall be as manufactured by the Toro; Hunter; Rainbird.
d. Provide a minimum of two swivels per system.

G. Control Wire & Grounding:

1. Control wiring for a conventional controller shall be 24-volt solid wire U.L. approved for direct burial.

a. 14-1-gauge non-white wire for control wire, 12-1-gauge white wire for common wire. Control wiring and wiring connections from the controller to the valves is within the scope of work for the irrigation contractor. Multi strand wire will not be accepted or wire sizes 16 gauge or smaller will not be accepted.

b. The controller will be grounded with a 4-inch x 36-inch grounding plate, 5/8-inch by 8-foot grounding rod and cad-weld by Paige Electric or Regency Wire. Clamps and wire nuts will not be accepted.

c. Control wiring for a two-wire decoder controller shall be a polyethylene double jacketed two-conductor solid core designed for direct burial with insulation 3/16 inch think, high density, sunlight resistant incased in an outer jacket of polyethylene.

d. All wire splices shall be made with 3M DBR or DBY direct bury splice kits.

H. Drain Valves:

1. Provide a manual drain valve for the main line piping and a manual drain valve for the piping in each circuit.

a. The manual drain valve shall be a 3/4 inch or larger brass or plastic ball type valve located at the lowest elevation point in the system or circuit.

b. The valve shall be piped to a 4-cubic foot gravel drain pit or piped to daylight if adequate fall from the valve to the pipe end can be achieved.

c. The valve shall be installed in a minimum 6 inch round valve box for easy access.

d. In climates where the soil consistently freezes 2 inches deep or more each winter, a quick coupler valve shall also be installed just past the backflow prevention device to allow for compressed air blowout of the system.

I. Backflow Prevention Device:

1. The backflow prevention device shall be as specified in this section unless local codes allow for a double check valve assembly. The backflow prevention device shall:

a. Be a reduced pressure principle type suitable for supply pressure up to 175 psi and water temperatures up to 180°F.
b. Have a bronze body construction. It shall utilize silicon rubber for drip tight disc material in the first and second check valves plus the relief valve.
c. Be constructed with NPT body connections and have ball type test cocks.
d. Have quarter run, full port, resilient seated bronze ball valve shut-offs.
e. Consist of a pressure differential relief valve located in a zone between two positive seating check valves.
f. Have all access ports covers secured with stainless steel screws which are bolted to the valve body.
g. Have suitable connections for an air gap.
h. Meet all the requirements of ASSE Standard 1013; AWWA Standard C506, FCCCHR USC Manual, Section 10.
i. Only RPZ/DCV devices approved by the applicable Health Department will be acceptable. Plans and installation must conform to the applicable Water Authority's Cross Connection Control Booklet.

J. Rainfall Sensor:

1. Provide a rainfall sensor to shut the system off during substantial rainfall. The rainfall sensor shall be a Hunter or approved equal as accepted by irrigation designer.

K. Winterization Assembly:

1. If shown on the design, a winterization assembly will be installed downstream of the backflow prevention device.
   a. The winterization assembly shall include an Isolation Valve that is to be brass or ductile iron that is line-sized with the mainline. Valves can be manufactured by Matco or Nibco.
   b. A quick coupler shall be used that is downstream of the isolation valve. This is to be mounted on a schedule 80 or Brass 1x6-inch TBE – Threaded both ends nipple. Quick coupler is to be a 100 Series 1” Quick Coupling Valve or approved equal as accepted by irrigation designer.

L. Flow Meter

1. Flow meter shall be Rain Bird FS-200-P flow meter.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Summary:

1. Stake locations of each sprinkler in accordance with the plans.
2. If discrepancies in the plan become apparent at this time, point out the discrepancy to the Owner's representative.
3. Do not proceed with the work until the necessary design engineering changes have been made and approved by the Owner's representative.
4. Install sprinkler system equipment with necessary hardware in accordance with the drawings and the manufacturer's instructions and as specified herein.
5. Verify system design pressures prior to installation.

B. Pipe Laying:

1. Minimum cover over mains and control valves is 18" below finish grade. Minimum cover over laterals is 12".
2. Minimum of 3" separation between parallel pipes in the same trench. Hold pipe securely in place while joint is being made.
3. Rest full length of each pipe section firmly on bedding, excavating recesses to accommodate joints.
4. Avoid trench heating electric ducts, storm and sanitary sewer lines, existing water and gas mains, all of which have right-of-way.
5. Maintain a minimum separation of 2' from other utilities parallel to

irrigation pipes.
Sprinkler sections shall drain to the manual drain valve placed at the low point in the section.

6. Sand or fine-grained soils should be used for cover to a sufficient depth to prevent damage to the pipe from rocks or other debris in backfill during the compacting operation.
7. Do not cut sidewalk, drives, or curb during trenching for piping.
8. Use PVC sleeves under paved areas where possible; otherwise, auger bore or tunnel. Repair damaged paved surfaces during guarantee period.
9. Cover and protect open pipe ends, fixtures, and equipment from dirt, water, and chemical or mechanical damage during installation.
10. AT completion of work, thoroughly clean fixtures, exposed materials, and equipment.

C. Laying Plastic Pipe:

1. Snake in trench at least 1 foot per every 100 feet to allow for thermal expansion.
2. Socket type fittings: Solvent weld by applying PVC primer to both pipe and fitting. Apply solvent to both pipe and fitting, twisting pipe a minimum of 1/4 turn as pipe is inserted to fitting to insure a uniform coverage of the solvent.
3. Thread type fittings: Virgin liquid teflon lubricant or teflon tape all male thread components.

D. Install Sprinkler Heads:

1. Install pop-up spray heads and pop-up rotary heads flush with finish, settled grade.
2. Place part circle heads no closer than 1 inch from edge of paved areas and no further than 4 inches from edge of paved areas.
3. All sprinkler heads shall be installed with swing joints or Rainbird swing pipe and fittings or Toro funny pipe and fittings to allow for adjustment of the head and finish grade settling.

    a. A swing pipe assembly shall consist of a minimum of 12 inches of swing pipe with fitting adapters at each end threaded into the circuit pipe fitting at one end and into the head at the other end.
    b. A swing joint assembly shall consist of two street ells joined at one end of a 1/2-inch x 12 inch PVC Schedule 80 nipple and one street ell attached to the other end and threaded into the circuit pipe fitting.

E. Wiring:

1. All wire runs should be installed with no splices between the controller and the remote control valves. If splices must be utilized, they should be kept to the minimum number possible.
2. All splices at the control valves shall be installed with appropriate electrical splice connection protection.
3. All splices at locations other than the control valves shall be installed with appropriate electrical splice connection protection and installed in a 6-inch round box for ease of locating.
4. Splices shall be 3M Company, DBR & DBY Connectors for conventional controllers and DBR-6 & DBY-6 Connectors for Two-wire controllers.
5. Provide 12" expansion loops in wiring at each wire splice (other than the remote control valve) and at each change of wire direction.
6. Provide a 24" expansion coil for each wire at each remote control valve and where each wire enters the controller conduit. Each 24" expansion coil shall consist of 6' of wire coiled around a 1/2" piece of pipe resulting in a 24" long coil.
7. Control wiring shall be run into the controller in a separate conduit from all power supply wiring and at least 10 inches apart if both are run in the same trench.

F. Setting of Valves:

1. All valves, quick coupler, master and electric remote control shall be located in the landscaped planter areas. In no case shall a valve be located beneath a paved surface.
2. Master and electric remote control valves shall be installed in a level position only.
3. Master and electric remote control valves shall be installed in a minimum 11" x 16" or larger plastic, rectangular, marked valve box. In no case shall more than one electric remote control valve be installed in one box unless a large, 18" x 24" or larger rectangular valve box is used.
4. Quick coupler valves shall be installed in a 6" round plastic valve box with the top of the quick coupler valve as close as possible to finish grade as the valve box installation will allow.
5. A minimum 2 cubic foot gravel pit shall be installed under each master, electric remote control valve, and quick coupler valve with the top surface of the gravel pit at least 2" below the bottom of the valve.
6. A master valve shall be installed immediately after the backflow preventer to allow pressurization of the irrigation system only when the controller cycles to operation the irrigation stations. The master valve shall be the same size as the main line as indicated on the irrigation plans. The master valve shall be energized by the master valve circuit located in the controller.

G. Sleeving:

1. Furnish and install PVC sleeving where control wires or pipe pass under paved surfaces as follows:

    a. Of adequate size to allow retrieval for repair.
    b. Extend 12" beyond the end of paving at each end.
    c. Have a 4" bed of sand backfill above pipe.
    d. Have a minimum of 30" of cover from finish grade.
    e. Install permanent bench mark in curb for reference to all sleeve locations.

3.02 TEST AND FLUSHING

A. Following installation, make final adjustments of lawn irrigation system preparatory to Owner's representative's final inspection:

    1. Flush system completely to remove debris, with nozzle removed.
    2. Verify sprinkler operation and alignment for the direction of throw.
    3. Check pop-up spray nozzling for proper arc of spray.
    4. Determine whether uniform distribution exists over all areas.

B. Following final adjustment, operate the entire installation to demonstrate the complete and successful operation of all equipment.

3.03 WARRANTY

A. The irrigation system shall be warranted for a period of one year from the time of acceptance, for parts and labor by the installing contractor. This warranty shall be bonded and written to the Owner for both the warranty and the maintenance as outlined in the maintenance section.

B. The irrigation system equipment shall be warranted by the manufacturer for a period of three years from the date of installation, provided the system has been installed with all its equipment manufactured by one manufacturer. The only exception to this requirement are the electric remote control valves which shall be warranted for a period of 5 years by the manufacturer.

3.04 OPERATION AND MAINTENANCE

A. Maintenance:

    1. Provide one hour operating instructions for Owner's representative prior to final acceptance.
    2. Provide on-job site consultation with Owner's operating personnel for 6 months, not to exceed 4 hours per month, at no charge to the Owner. Any

consultation work beyond this time limit shall be billed to the Owner on a time and materials basis. This extra consultation must be approved by the Owner's representative before said consultation shall be gin.

3. A three-year maintenance program with the property owner shall be included with the installation contract. This shall include all labor and materials to perform the following:

   a. Spring start-up of the system as soon as weather permits in the spring. Spring start-up shall include, but is not limited to, setting of the controller for proper operation, turning on water supply (if it has been turned off), and all the components that were winterized (backflow valve, etc.), close all the manual drain valves, check all valves and heads for proper operation and adjustment.

   b. Monthly checks of the system for proper operation and adjustment through the growing season.

   c. Winterize the system in the fall, after the irrigation season is over and before the first major freeze. Winterizing includes, but is not limited to, draining system and/or compressed air blow-out of the system (air pressure not to exceed the working pressure of the system), setting the controller for winter operation, checking exposed components (backflow preventer, etc.) for potential freeze damage, and draining all the manual drain valves. Winterizing may also include items not included in these specs but are usually included in winterizing programs in the local area.

B. Record Drawings and Controller Chart:

1. Maintain a complete set of up-to-date as-built drawings.

2. Prepare a controller chart:

   a. Showing the location of all sections, valves, lateral lines, and routes of control wires.
   b. Identify all valves as to size, station number, and type of irrigation head on each valve.
   c. Showing each station's area of coverage using a color coding, each station having a different color shading its area of coverage.
   d. Laminated between two pieces of plastic laminate.
   e. Complete and receiving approval prior to final inspection of the irrigation system.

END OF SECTION

SECTION 02820

PREFABRICATED ORNAMENTAL FENCE AND GATES

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. The work under this Section consists of furnishing and installing steel picket fence and steel picket gates with posts, sleeves and appurtenances as shown on the drawings and as specified herein including all labor, materials and equipment necessary to finish the work complete in place. The fence must meet the requirements of the commercial ornamental steel fence system of the Ameristar® Aegis Plus® (Majestic™) design or approved equal as manufactured by Master Halco 63 Manley St. W. Bridgewater, MA 02379 (800) 969-1669 or Anchor Fence, 1015 East Market Street Daly City, CA 94014(650) 757-2140 or other approved equal

B. Fence must meet all playground code requirements for picket spacing, etc.

1.02 REFERENCE STANDARDS

A. References herein to any technical society, organization, group or body are made in accordance with the following abbreviations:

ASTM American Society for Testing Materials

AWS American Welding Society

CPSC Consumer Product Safety Commission

1.03 SHOP DRAWINGS

A. The Contractor shall submit complete manufacturer's shop drawings which shall include the horizontal layout and vertical alignment for the proposed installation to the Engineer for approval. Field verify all post sleeve spacing prior to fabrication. No material may be ordered prior to receiving written approval from the Owner’s Representative.

1.04 SAMPLES

A. The Contractor shall supply representative samples, in factory-sealed containers, of the cold galvanizing compound (for touch up ONLY) and the finish paint and primer, if necessary. Also, provide samples of other fencing materials and hardware as the Engineer requests.

B. The Contractor shall submit finished samples of all parts of the fences for the Owner's Representative review and approval. The workmanship and finish of the completed fences shall equal the approved samples.

PART 2 - MATERIALS

2.01 STEEL MEMBERS

A. Posts shall be carbon steel structural tubing conforming to ASTM Designation A500.

1. Material for fence pickets shall be 3/4" square x 17 Ga. tubing

2. Sleeves for fence posts shall be 3" x 3" x 1/2" thickness steel square tube weighing 20.88 lbs./ft.

B. Galvanizing:

1. Hot-dip galvanize all items under this section in compliance with ASTM A 123, ASTM A 153, or ASTM A 386. Provide minimum 1.5 oz./ft.^{2} zinc coating. Galvanize after fabrication.

2. Following galvanizing, each item shall receive surface grinding to remove lumps, sags or spikes resulting from the galvanizing process. The finished surface following grinding shall be hand smooth and without irregularities. Take care not to damage the galvanized surface coating.

C. Pickets, top and bottom rails and crossbars and hinge assemblies, called for on the drawings, shall conform to ASTM Designation A36.

D. Bolts, nuts, washers and any other fasteners shall conform to ASTM Designation A307.

E. Post caps shall be cast iron or steel in the sizes required, finished in conformance with all other fence elements. Caps shall be as manufactured by Julius Blum & Co., Inc., Carlstadt, New Jersey; Boundary Fence and Railing Systems, Inc. Richmond Hill New York; Monumental Iron Works, Inc., Baltimore, Maryland; or approved equal. All caps are to be coated with a minimum 3.0 mil thickness of liquid galvanizing compound by dipping.

F. All gates shall be equipped with a positive type latching device capable of retaining the gate in a closed position and have provision for padlock. Latches shall permit operation from either side of gate and must be approved by the Landscape Architect prior to the installation

G. Double gates: Provide locking cane-bolt style drop rod to hold inactive leaf. Provide gate stop pipe to engage center drop rod. Provide locking device and padlock eyes as an

integral part of the latch, requiring one padlock for locking both gate leaves.

2.02 FINISH

A. Cold galvanizing compound shall be a single component zinc rich compound yielding a dry film of at least 85% pure zinc. Galvanizing compound shall meet or exceed the requirements of Federal Specification MIL-P-21035, TT-P-641d primer for zinc rich compounds.

B. Finish color coating shall be Color Galvanized Black as provided by Duncan Galvanizing, Inc., or approved equal.

2.03 CEMENT CONCRETE

A. Cement concrete for footings and edgings shall conform to Section 03300 of these Specifications.

PART 3 - EXECUTION

3.01 FENCE FABRICATION, GALVANIZING FINISHING AND ERECTION

A. The fence sections shall be shop fabricated in strict conformance to the sizes and dimensions called for on the approved shop drawings and in accordance with these specifications, all as field verified by the Contractor.

B. All welding shall be by arc welding process conforming to the latest AWS Specifications. All welds shall be as designated on the drawings, shall be ground smooth to a neat finish and shall be watertight with care to minimize locked-up stresses and distortion due to hear. All welds shall be made on bare, clean metal equal to "white" metal.

C. After fabrications, all steel surfaces shall be thoroughly cleaned of all mill scale, rust, dirt, weld flux, weld splatter and other foreign matter by power wire brushing or sand blasting.

D. Prime and finish all materials in accordance with industry requirements. Galvanizing shall provide a visually acceptable substrate for applied coatings, and be free of lumps, globules, or heavy deposits which will interfere with intended use or esthetic appearance of materials.

E. Field erection of the fabricated fence sections shall be as called for on the drawings. Excavation for post footings shall conform to Section 2.04 of these Specifications. Fence posts shall be set plumb in cement concrete footings which shall be mixed and placed in accordance with Section 9.01 of these Specifications. The fence rails shall be parallel to the walk and the fence posts and pickets shall be set plumb, when the fence is erected into its final position.

G. Surfaces that are abraded or damaged during field erection or from which galvanizing compound has been damaged shall be thoroughly wire brushed and cleaned, removing all loose and cracked coating, after which the surface shall be painted with two (2) coats of the approved cold galvanizing compound.

3.02 TOUCHUP PAINTING

A. After erection, all rust spots, scratches or abrasions in the galvanized surface shall be repaired with finish surfacing treatments that are compatible with factory applied color galvanizing applications and satisfactory in all regards to the Engineer.

END OF SECTION

SECTION 02821

TEMPORARY CHAIN LINK FENCE

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. The Contractor shall provide all labor, materials and appurtenances necessary for the installation, maintenance and dismantling of 8-foot temporary fencing.

B. The Contractor shall be responsible for securing the site from trespassers. Existing fencing exists on portions of the site as shown on the Contract Drawings; it will be at the discretion of the Contractor to determine whether the existing fence is suitable for site safety and security. The Contractor shall install temporary fencing across lengths of damaged/unsuitable fencing to secure the site and prevent trespassers.

1.02 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

A. Six sets of manufacturers literature of the materials specified herein shall be submitted to the Engineer for review.

B. Six sets of shop drawings of the temporary chain link fence and gates shall be submitted to the Engineers for review.

1. Shop drawings shall indicate layout of temporary fencing, location and size of gates, existing pavement and roads, and other site specific conditions. Prepare drawing after site observation and verification of existing conditions.

PART 2 - PRODUCTS-GALVANIZED

2.01 TEMPORARY CHAIN LINK FENCING:

A. Unless otherwise indicated, type of 6-foot temporary chain link fencing shall be Contractor's option. Following types are acceptable:

1. New materials or previously used salvaged chain link fencing in good condition.

2. Posts: Galvanized steel pipe of diameter to provide rigidity. Post shall be suitable for setting in concrete footings, driving into ground, anchoring with base plates, or inserting in precast concrete blocks.

3. Fabric: Woven galvanized steel wire mesh. Provide in continuous lengths to be wire tied to fence posts or prefabricated into modular pipe-framed fence panels.

B. Gates: Provide gates of the quantity and size indicated on the Contract Drawings or

required for functional access to Site.

1. Fabricate of same material as used for fencing.

2. Vehicle gates:

   a. Minimum width: 20 feet to allow access for emergency vehicles.
   b. Capable of manual operation by one person.

C. Scrim Fabric: Contractor shall provide scrim fabric at all temporary chain link fencing, and at all existing chain link fencing to remain abutting private residences.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. The fence and gates shall be erected by skilled mechanics in accordance with the recommendations of the manufacturer and these specifications. These specifications shall take precedence over the recommendations of the manufacturer if any discrepancy exists between them.

B. Posts

1. Maximum post spacing shall be 10-feet. Post spacing shall be uniform and posts shall be plumb.

2. Drive posts, set in holes and backfill, or anchor in precast concrete blocks.

3. For soft and unstable ground conditions, cast concrete plug around post.

4. Posts over pavement: Use steel post plates or precast concrete blocks.

5. Gate posts: Use bracing or concrete footings to provide rigidity for accommodating size of gate.

6. Temporary terminal posts shall be securely connected to existing fence posts to prevent site access/trespassing.

C. Securely attach wire fabric to posts. Maximum area of unbraced fence fabric shall not exceed 1,500 square feet.

D. Install with required hardware.

E. Fabric shall be stretched taut, with the bottom edge following the existing grade, and shall be a continuous mesh between terminal posts. Each span of fabric shall be attached independently at terminal posts. Where terminal posts do not have provisions for weaving fabric to posts, stretcher bars shall be placed through the end weave of the fabric and secured to the post with bar bands spaced not more than 15-inches apart on the post.

Temporary terminal posts shall be secured to existing fence posts to prevent Site access/trespassing.

F. Fabric shall be attached with ties to line posts at intervals of not more than 14-inches (and to the top railing and braces at intervals not exceeding 24-inches).

G. The bottom tension wire shall be interlaced in the weave of the fabric, pulled taut and fastened to terminal posts.

3.02 MAINTENANCE AND REMOVAL

A. Maintain fencing in good condition. If damaged, immediately repair.

B. Remove temporary fencing upon completion of Work or when no longer required for security or control. Backfill holes and compact. Holes in pavement shall be surfaced to match existing paving. Repair damage caused by installation of temporary fencing.

END OF SECTION

SECTION 02822

BLACK VINYL CHAIN LINK FENCE AND NETTING

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. The Contractor shall provide all labor, materials and appurtenances necessary for the installation of a complete chain link fence systems and shall meet or exceed the standards of the Chain Link Fence Manufacturer's Institute, New York, NY except as otherwise indicated on the Drawings and as herein specified.

B. The manufacturer shall supply a total vinyl PVC coated chain link fence system of the height, fabric type, fabric gauge, framework strength, color and coating specifications contained herein. All fence materials unless specifically stated otherwise, shall be extrusion bonded polyvinyl chloride (PVC) coated.

C. The Contractor shall provide all labor, materials and appurtenances necessary for the installation of a complete safety netting system and shall meet or exceed the standards indicated on the drawings and as herein specified.

1.02 RELATED WORK:

A. Section 01330, SUBMITTALS

B. Section 03300, CAST-IN-PLACE CONCRETE

1.03 REFERENCES:

A. The following standards form a part of this specification as referenced.

American Society for Testing and Materials (ASTM)

ASTM	A53	Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless
ASTM	A392	Zinc Coated Steel Chain Link Fence Fabric
ASTM	A123	Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM	A153	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM	F567	Installation of Chain Link Fence
ASTM	F626	Fence Fittings

ASTM F668 Specification for Poly Vinyl Chloride (PVC) - Coated Steel Chain-Link Fence Fabric.

ASTM F1043 Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.

Federal Specifications (FS)

FS RR-F-191 Fencing Wire and Post, Metal (and Gates, Chain-Link Fabric, and Accessories)

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

A. Six sets of manufacturers literature of the materials specified herein shall be submitted to the Engineer for review.

B. Six sets of shop drawings of the fence and the proposed color shall be submitted to the Engineer for review.

1.05 WARRANTY:

A. Prior to installation, the fence contractor shall provide the fence manufacturer's notarized certification that all galvanized components are fully warranted by the manufacturer for **15** years against rust and corrosion.

PART 2 - PRODUCTS

2.01 STEEL FRAMEWORK:

A. All posts, gate frames, braces and horizontal rails shall be Type I round post, hot dipped galvanized with a minimum average coating of 1.8 oz/ft², meeting ASTM F 1083 for Standard Weight Galvanized Pipe and shall be of the sizes and weights given below or other approved equivalent sections of steel having a minimum tensile strength of 50,000 pounds per square inch and a minimum yield strength of 25,000 pounds per square inch.

B. Minimum cross-section dimensions for line posts of specified shape shall be: either 2-3/8-inch (2.375-inch) outside diameter steel pipe weighing not less than 3.65 pounds per linear foot; or 2.25 by l.95 by 9/64-inch steel H section weighing not less than 4.10 pounds per linear foot.

C. Minimum cross-section dimensions for end, corner, and pull posts of specified shape shall be: 2-7/8-in. (2.875-in.) outside diameter steel pipe weighing not less than 5.79 pounds per linear foot; 2-l/2 by 2-l/2-inch square tubes weighing not less than 5.70 pounds per linear foot; or 3-l/2 by 3-l/2-inch rolled-formed sections weighing not less than 8.14 pounds per linear foot.

D. All tubular and pipe posts shall be capped to prevent precipitation from entering the post, unless a barbed wire extension arm assembly acts as a cap.

E. Posts, other fence framework, accessories, fittings, and miscellaneous items shall be galvanized and have a extrusion bonded polyvinyl chloride (PVC) coating. The PVC coating on posts shall be a minimum of 10 mils thick. Framework color coating shall match fabric. Galvanized finish shall have not less than the following weight of zinc per square foot:

1. Pipe: 1.8 oz, complying with ASTM A53.
2. H-sections and square tubing: 2.0 oz, complying with ASTM A123.
3. Hardware and accessories: Comply with Table I of ASTM A153.

F. For top railings and top, middle and bottom braces between terminal posts and adjacent lines posts, the minimum cross-section dimensions for the specified shall be 1-5/8-inch outside diameter steel pipe weighing not less than 2.26 pounds per linear foot.

G. Diagonal truss braces between terminal and adjacent line posts and for gauge framework shall not be less that either 3/8-inch diameter steel rod or double No. 9 AWG steel wire stranded together.

H. Fittings shall be galvanized press steel, malleable or cast steel as specified in ASTM F626 and Federal Specification RR-F-191.

I. Where posts do not have provisions for weaving fence fabric to posts, tension or stretcher bars for attaching fabric to terminal posts such as end, corner, gauge and pull posts, shall be flat bar with nominal dimensions no less than 3/16 by 3/4-inch for use with fence fabric having mesh larger than l-inch, of a length equal to full height of the fence fabric, and used with bar bands, bolts and nuts. Bar bands shall be no thinner than No. 11 gauge coated sheet steel. Bolt diameters shall be not less than 3/8-inch for use with bar bands.

J. Ties for fastening fence fabric to line posts and rails shall be not less than No. 9 AWG steel wire with the same coating as the fence fabric or other approved bands.

2.02 CHAIN LINK FENCE FABRIC:

A. Vinyl coated fabric shall be supplied with Class 2A (extrusion bonded) vinyl coating. The coating shall be applied over a galvanized steel core wire and be manufactured in accordance with Federal Specifications RR-F-191 and ASTM F668. The PVC coating shall have a final coating thickness of 0.015-0.025-inch and a core wire size diameter of 0.148-inch.

B. Wire size: The finished wire size shall be 6 gauge.

C. Height and Mesh Size: The fabric height shall be per drawings with a mesh size of 2-inches.

C. Selvage: Top edge and bottom edge of the fabric shall be knuckled.

D. The tension wires shall either be No. 7 gauge or 9 gauge steel-core wire. PVC coating shall conform to ASTM F668 Class 2a or 2b. Also, a 7-strand galvanized steel ½-inch guy wire with PVC coating may be supplied. [NOTE TO SPECIFIER: Use 7 Gauge for heavy duty fence, 9 Gauge for light duty fence.]

F. The polyvinyl chloride (PVC) coating shall be free of voids, shall be dense and impervious, shall be of a plasticized or epoxy modified, high specific gravity polyvinyl chloride with high resistance to tear and suitable hardness. The PVC coating shall not support combustion and shall withstand an accelerated aging and weathering test a minimum of 2,000 hours at 145 degrees F with ultraviolet and salt spray without cracking or peeling the PVC coating and without corrosion of the base metal. The PVC coating shall withstand a mandrel bending test of ten times the thickness of the base metal at minus 25 degrees F without cracking. The PVC coating shall not separate from the metal or shrink. Color used in PVC coating shall be stabilized so that it will not fade under long exposure to sunlight. Color shall be approved by the Engineer as selected from the manufacturer's standard colors.

2.03 SWING GATES:

A. Gate leaf frames shall be amply braced and trussed for rigidity. Truss rods shall be adjustable. Gate leaf framework shall be pipe or other approved suitable cross-section of the size recommended by the fencing manufacturer for the size of gate leaf, but shall be no smaller than l-7/8-inch (l.875-inch) outside diameter steel pipe weighing not less than 2.72 pounds per linear foot. If bolted or riveted corner fittings are not used, the gate frame shall have the corrosion-resistant finish applied after welding.

B. Gates, gate posts, fabric and associated hardware shall be thermally coated with PVC, 10 mils thick, to match the fence.

C. Gate hinges shall be 180 degree, heavy pattern, of adequate strength for the gate size, with large bearing surfaces for clamping or bolting in position, and with hinge action such that the gates may be opened and closed easily.

D. Gates shall be provided with accessible, suitable latches and provisions for padlocking.

E. Double leaf gates shall have center bolts and center stops. Unless indicated otherwise on the drawings, the gates shall have automatic backstops to hold the leaves in open position.

F. For gate openings, up to and including 12-feet, with double leaf gates, minimum cross-section dimensions for the gate posts of specified shape shall be the same as specified above for end posts.

G. For gate openings larger than 12 feet, the minimum outside diameter for the gate posts shall be 6-5/8-inches, weighing not less than 18.97 pounds per linear foot.

I. Concrete for post foundation bases shall be 3000 psi concrete as specified under Section 03300, CAST-IN-PLACE CONCRETE.

J. Grout for posts set in solid rock shall consist of one part Portland cement and three parts clean, sharp, well graded sand with just enough water for proper workability. The grout shall be thoroughly worked into the hole so as to leave no voids, and shall be crowned to shed water from the post.

2.04 SAFETY NETTING

A. Safety Netting

1. Model #TFBSS630P-SG, 6.625" O.D., 6" schedule 40 aluminum straight pole ball stopper system with standard coated black pole finish. Model TFBSS-NET-ULTRACROSS, 4 ply ultra-cross dyneema knotless UHMWPE netting, 1 ¾" square mesh with sewn rope binding on perimeter edges as manufactured by Sportsfield Specialties, Inc., 41155 State Highway 10, PO Box 231, Delhi, NY 13753, 1-888-3343, www.sportsfieldspecialties.com or approved equal.

2. Model MBS-20, 6" O.D. aluminum tube ball stopper system with model M400, 1 ¾" square, knotless HTPP, DBB, net, ¼" MFP rope border, UV protected and ¼" cable hog tied to top of net as manufactured by Aluminum Athletic Equipment, or approved equal.

3. Model SEBS20 straight ball stop, 6" O.D. aluminum poles. 1 ¾" square mesh, knotless HTPP nets with extra UV stabilizers, supported by a vinyl coated galvanized steel 7x7 aircraft cable as manufactured by SportsEdge or approved equal.

PART 3 - EXECUTION

3.01 ERECTION:

A. The fence and gates shall be erected by skilled mechanics in accordance with the recommendations of the manufacturer and these specifications. These specifications shall take precedence over the recommendations of the manufacturer if any discrepancy exists between them.

B. Maximum post spacing shall be 10-feet. Post spacing shall be uniform and posts shall be plumb. All end, corner, pull and gate posts must be set in concrete. Line posts may be secured by driven blades.

C. Concrete post foundations in earth shall be concrete cylinders with a minimum diameter of 12-inches, crowned at grade to shed water, and shall extend not less than 3-feet into the ground. Posts shall be set in the full depth of the foundations except for 3-inches of

concrete under the posts. If foundation holes are excavated in unsuitable material, the Engineer shall be notified for determination of suitable construction precautions.

D. If solid rock is encountered without an overburden of soil, poles shall be set into the rock a minimum depth of 12-inches for line posts and 18-inches for terminal posts, such as end, corner, gate and pull posts, and grouted into solid rock with the post hole diameter a minimum of one inch larger than that of the post.

E. Where solid rock is covered by an overburden of soil or loose rock, the posts shall be set into the rock as specified above. The total pole setting depth shall not exceed the depths required for setting in earth.

F. Any change in direction of fence line of 30 degrees or more shall be considered as a corner. Pull posts shall be used at all abrupt changes in grade. Maximum area of unbraced fence shall not exceed l,500 square feet.

G. Terminal posts such as end, corner, gate and pull posts shall be braced to the adjacent post(s) with horizontal rail braces used as compression members and diagonal truss braces with truss tighteners for tension members, with the lower ends at the terminal post in each panel of fence framework as indicated in detail on drawings.

H. The top railing shall pass through intermediate or line post tops, form a continuous brace with all splices made by approved couplings, and shall be fastened to terminal posts.

I. Fabric shall be stretched taut, with the bottom edge following the finished grade, and shall be a continuous mesh between terminal posts. Each span of fabric shall be attached independently at terminal posts. Where terminal posts do not have provisions for weaving fabric to posts, stretcher bars shall be placed through the end weave of the fabric and secured to the post with bar bands spaced not more than 15-inches apart on the post.

J. Fabric shall be attached with ties to line posts at intervals of not more than 14-inches (and to the top railing and braces at intervals not exceeding 24-inches).

K. The bottom tension wire shall be interlaced in the weave of the fabric, pulled taut and fastened to terminal posts.

K. The top and bottom tension wire shall be fastened to the fabric, using hog rings every 12-inches, pulled taut and fastened to terminal posts. The tension wires shall be installed 6-inches from the top and bottom of the fabric.

3.02 SAFETY NETTING ERECTION:

A. Safety Netting

1. The Contractor shall layout the Safety Netting and place wood stakes as required at post locations and then notify the Owner’s Representative that the unit has been laid out. It shall be the Contractor's responsibility to offset the

stakes installed by his Engineer and take extreme care not to disturb these stakes before incorporating them into his work. Layout shall include setting of wood stakes at each post location in the field.

2. The Contractor shall excavate for proposed post footings and shall inspect the excavation to ensure that surrounding areas of footing are stable and holding vertically.

3. Pour footings against undisturbed subsoil and onto compacted bottom of void. Set posts plumb and to the proper heights for assembly and place foundations.

4. Allow footings to cure sufficiently prior to assembly of netting, and brace and stay all posts sufficiently until curing is adequate.

5. Under mow curbs, pitch tops of footings one (1) inch away from posts.

6. Backfill and compact in no greater than eight (8) inch layers around footings.

END OF SECTION

SECTION 02829

STEEL BARRIER GATE

PART 1 – GENERAL

1.01 WORK INCLUDED:

A. Furnish and install a Barrier Gate in the location(s) indicated on Drawings.

1.02 RELATED WORK:

A. Section 02300 - EARTHWORK

B. Section 03300 - CONCRETE

1.03 SYSTEM DESCRIPTION:

A. The Contract Drawings show the character and extent of the work to be performed and provided but does not attempt to show all methods, materials and details of construction, etc. Supplementary components customarily necessary to complete an item, though such parts are not definitely shown or specified, shall be included as part of the gate.

1.04 REFERENCES:

A. The following standards form a part of this specification, as referenced:

American Society of Testing and Materials

ASTM	A36	Structural Steel
ASTM	A53	Pipe, Steel, Black and Hot-Dipped Zinc-Coated Welded and Seamless
ASTM	A153	Zinc Coating (Hot-Dip) on Iron and Steel Products

American Welding Society

AWS Code Standard for Arc and Gas Welding

1.05 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

A. Before fabricating or assembling of any components, the Contractor shall submit six (6) copies of shop drawings for all work included in this section to the Engineer for review and approval.

B.

PART 2 – PRODUCTS:

2.01 MATERIALS:

A. Steel pipe shall be Schedule 40 and the size as indicated on the Drawings.

B. Steel pipe shall conform to ASTM A53.

C. Steel shapes, plates and bars shall conform to ASTM A36.

C. Posts, bar gate and diagonal brace diameters shall be as shown on the drawings.

PART 3 – EXECUTION

3.01 QUALITY ASSURANCE;

A. Barrier Gate shall be complete in accordance with this section and the contract Drawings.

B. All intersecting pipe joints shall be shop fillet welded.

3.02 INSTALLATION:

A. Barrier Gate shall be installed at the location(s) indicated on the Contract Drawings and in accordance with this section.

B. The gate components shall be assembled as shown on the drawings, welded all sides and ground smooth.

C. The posts shall be encased in concrete foundations as shown on the drawings.

D. A padlock shall be furnished to the Owner, and if applicable, keyed to the Owner's standard requirements.

3.03 PAINTING:

A. All exposed pipe and appurtenances to be painted with Zinc Rich Primer plus one coat of Catalyzed Epoxy and a finish coat of Acrylic Polyurethane by Tnemec Co. or approved equal.

3.04 CLEAN-UP:

A. Remove all excess materials from the work-site when completed with the Barrier Gate installation.

END OF SECTION

SECTION 02847

METAL BOLLARDS

PART I - GENERAL

1.01 SCOPE OF WORK

A. The work under this Section consists of the furnishing and installation of metal bollards as shown on the drawings and as specified herein, complete with all assembly and anchoring hardware, preparation of site and footings.

B. Bollards shall be furnished with embedment base and foundation/footing option as recommended by the manufacturer.

1.02 SUBMITTALS/SHOP DRAWINGS

A. Submit final shop drawings of all equipment as it is to be constructed if at variance with enclosed drawings.

1.03 STANDARDS/REQUIREMENTS

A. ASTM - American Society for Testing and Materials

PART II - MATERIALS

2.01 METALS

A. All metal shall be steel and finished as furnished by the manufacturer.

2.02 ANCHOR MECHANISMS

A. Bollards shall be furnished with the embedment option and appurtenances as recommended by the manufacturer.

2.03 FOOTINGS

A. All footings shall be excavated in accordance with other sections of the specifications. The cement concrete for foundations shall conform to 4000 psi Cement Concrete, per Specification Section 03300. All footings shall be to the depths stated, or as directed by the Engineer to fit pavement requirements.

2.04 FINISH COAT

A. Bollards shall receive black powder coating finishes in conformance with the manufacturers specifications.

2.05 MANUFACTURED ITEMS

A. All bollards under this section shall be furnished as indicated. Furnish bollards with permanent footing appurtenances. Bollards shall be:

Model R-7530-AL, Aluminum, shall be 39” high, embeded, as manufactured by Reliance Foundry, 1-877-789-3245, info@reliance-foundry.com.

Or approved equal

B. Bollards shall be gloss black.

B. The bollard may be custom fabricated provided that the fabrication meets all the requirements and properties of the specified product.

PART III - EXECUTION

3.01 Metal Bollards

A. Contractor shall coordinate final locations with the Town.

B. Contractor shall excavate footings to the dimensions indicated on the contract drawings. Refer to Specification, Section 03300 - Cast-In-Place Concrete.

C. Install foundations, footings, and required appurtenances as recommended by the manufacturer to permit bollard to be embedded.

PART IV - GUARANTEE

4.01 Guarantee all bollards and installation free from defects in materials and workmanship for one (1) year from final acceptance.

- - - END OF SECTION - - -

SECTION 02886

PLAY EQUIPMENT

PART 1 - GENERAL

1.01 Description:

Furnish and deliver from the approved manufacturers listed below, all materials required to install the play equipment and structures as indicated on the drawings or as approved and specified herein.

A. KOMPAM INC., Eric Walsh, New England Territory Manager toll free (800) 426-9788, 978-569-3797, fax (866) 943-6254.
B. LANDSCAPE STRUCTURE INC., O'Brien & Sons, Inc., Medfield, MA 02052, toll free (800) 835-0056, voice (508) 359-4200, fax (508) 359-2817.
C. BERLINER Selifabrick, Margie Salt at Park Street Playgrounds LLC, (978)664-0239 or (978)337-6698 263 Park St, North Reading MA 01864.

1.02 Submittals:

The Contractor/Manufacturer's Representative shall submit the following; play capacity of each component, scaled drawings of each specified component including dimensioned plans, 3-d color images, color charts, erection drawings, installation details, parts list, and technical data for correct assembly of all components, clamp, anchoring and hardware details.

SPECIAL NOTE: If submitting an equal manufacturer, in lieu of the specified products, the Contractor/Manufacturer's Representative shall submit a side by side comparison of the proposed play equipment illustrating how each component compares in play value, ADA access and code compliance and quality of materials and construction to the play equipment specified herein, at no extra cost to the Owner.

1.03 Warranty/Guarantee:

The Contractor/Manufacturer's Representative shall provide information on the equipment manufacturer's warranty/guarantee with bid.

1.04 Safety Guidelines and Standards:

All materials and equipment shall conform to the current issue of the "*Handbook for Public Playground Safety*" published by the Consumer Product Safety Commission (C.P.S.C.) and ASTM F1487-05. The manufacturer shall be responsible for correcting any product violations of the C.P.S.C. Guidelines and ASTM F1487-05, to the satisfaction of the Owner, should they be found after installation. ADA Accessibility Guidelines (ADAAG) Section 15.6 Play Areas.

1.05 Quality Assurance:

1. The Contractor/Manufacturer's Representative furnishing the play equipment and structures must have a minimum of 10 years of experience in the manufacturing of play equipment with the personnel, facilities, and equipment adequate for the products specified, and shall produce written proof of such.
2. Certification by Manufacturer that the **Installer** is an approved playground equipment installer (NPCAI certified) of the approved playground product and shall produce written proof of such.
3. Equipment is International Play Equipment Manufacturers Association (IPEMA) certified according to ASTMF 1487.
4. The Contractor/Manufacturer's Representative shall provide inspection and written report from approved Certified Playground Safety Inspector (CPSI) as verification that materials and installation conforms to item 1.04 - Safety Guidelines and Standards.

PART 2 - PRODUCTS

2.01 General:

A. Site Specificity of Design:

Equipment selection is based on specific program requirements and physical constraints within the site. Equipment must be a commercially produced product that is designed for the specific recreational purposes required by the Town as outlined in these specifications.

a. All Composite play structures and swings shall be in-ground installation/ footings.
b. Footing of all playground post shall be concrete, to the manufacturer's standard diameter and to a depth of 48 inches below finished grade. Top of concrete footing shall be flush with bottom of safety surfacing layer.
c. No roof panels, talk tubes, tube/enclosed slides.
d. Provide a choice of up to a three premium color combination for composite play equipment.
e. Vandal Resistance - due to the remote location of the playground, play equipment composed primarily of metal (i.e.: steel, stainless steel, aluminum etc.) is required.

B. Required Submittals: (CAD drawing of playground layout is available upon request.)
a. Full Product Specifications.
b. Submit 2-D layout and 3-D color rendering with quote.
c. Submit guaranteed lead time for delivery and installation.

2.02 General Specification / Minimum Requirements:

Material:

All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, zinc-nickel plating, powder coating, Tender Tuff coating, etc. Colors if applicable shall be specified.

Posts:

Primary posts shall be 5” O.D., with a minimum wall thickness of .120”, corrosion resistant galvanized steel, due to the durability required of the product aluminum posts will not be accepted. All posts shall be powder coated in a color selected by the Owner’s representative. All posts shall feature securely mounted factory installed caps.

Decks:

Decks shall be constructed of 11-gauge steel minimum and feature a maximum 5/16” diameter holes on the standing surface and PVC coated or approved equal. Decks shall be flush mounted to posts.

Fasteners:

Primary fasteners shall be socketed and pinned tamperproof in design (or approved equal) stainless steel (SST) per ASTM F 879. All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide a full set of the necessary tools for pinned tamperproof fasteners.

Finishes:

Polyester (Powder) Coating - The polyester coating shall be uniformly applied by the electrostatic method to a thickness of three to five mils. Promptly after application of the powder, the coating shall be oven-cured at 400 degrees Fahrenheit. The color(s) of the polyester coating shall be as selected by the Owner.

Vinyl - The vinyl coating shall be oven-cured poly-vinyl chloride plastisol with a minimum thickness of 1/8". The coating shall contain ultraviolet inhibitors and mold resistors. The color(s) of the vinyl coating shall be as selected by the Owner.

Galvanized Finish - All components calling for a galvanized finish shall be hot-dipped galvanized to the manufacturer's standard after fabrication. All galvanized surfaces shall be free of burs, splinters, and sharp edges.

2.03 Play Equipment

A. Play Equipment - Minimum Requirements:
In addition to the above mentioned specifications these play structure shall feature the following elements or approved elements of equal play value (individually AND in total to the play area), maximizing the available safety zone;

Manufacturer	Description
Kompan	NRO2008 Witches' Tower
Kompan	NRO856 Parkour 001
Kompan	NRO813 Climbing Net
Kompan	NRO104 Multi Springer
Kompan	NRO836 Jungle Dome
Kompan	NRO102 Pony
Kompan	NRO111 Dolphin
Kompan	NRO404 Village Shop
Kompan	NRO1020 Play Tower with Slide & Desk
Kompan	NRO820 Water Lily Balance
Kompan	NRO409 Wizard's hideaway with double slide
Kompan	NRO893019 2 Belt- 2 Infant- 1 Basket

COMPONENTS AND MATERIALS:

Net Cables shall be constructed of six strands of galvanized steel wire, wrapped with polyester yarn with an overall diameter of 19mm. The polyester wrapping shall be inductively fused onto each strand individually for maximum durability and vandal resistance.

Edge Cables shall be constructed of six strands of galvanized steel wire, wrapped with polyester yarn with an overall diameter of 21mm, reinforced with a steel wire core. The polyester wrapping shall be inductively fused onto each strand individually for maximum durability and vandal resistance.

Post Clamps shall be constructed of cast aluminum.

Rope Clamps shall be constructed of 8mm diameter, type 4571 stainless steel.

Black Membrane shall be constructed of 8mm thick rubberized material with 4 layers of embedded woven polyester for maximum durability. Membrane shall be UV stabilized for outdoor use.

Foot Grips shall be constructed of polyurethane rubber, UV stabilized for outdoor use.

Net Spacer Bars shall be constructed of 45mm O.D. aluminum.

Fasteners shall be constructed of stainless steel.

PVC (vinyl, plastisol) shall not be present on any portion of the play equipment.

Synthetic rubber (PUR, TPE, TPU or EPDM) – Applications: Swing seats, steps and rungs on slide, binoculars, teardrops handle, hammock etc.

Members: Frameworx-steel pipes, dia. 60.3 mm (2 3/8’’) with anticorrosion treatment and color finish: sandblasting and zinc-/ epoxy-/ polyester-process, incorporating an ASTEM TT net tensioning system, securely closed with durable ebonite caps. The posts shall contain an attached flange at the base for positive retention in the concrete footings.

Nodes: Frameworx-aluminum ball connectors, dia. 250mm (9-13/16’’) anticorrosion treatment and color finish: sandblasting and zinc-/ epoxy-/ polyester-process; incorporating an ASTEM TT net tensioning system, securely closed with durable ebonite caps.

Ropes: U-Rope-round strand ropes with steel cores, dia. 16mm (5/8’’) with galvanized wires, external strands are covered with non-abrasive UV-resistant Polyamide-yarn (no Polypropylene). Maximum breaking stress 115kN.

Spatial netting:
Rope crossing points are localized with durable, forged aluminum-alloy cloverleaf rings and forged aluminum- alloy ballknots (no plastic connections); in situ-replaceable rope strands (no special tools required).

Mast Node:
Frameworx-aluminum ball connector, dia. 250mm (9-13/16’’) anticorrosion treatment and color finish: sandblasting and zinc-/ epoxy-/ polyester-process

Steel post Jan:

Steel pipes dia. 133 mm (5 ¼’’) with a rounded cast aluminum post top, minimum wall thickness 7.1mm (1/4’’); anticorrosion treatment and color finish: sandblasting and zinc-/ epoxy-/polyester-process.

Terranos clamp:

Two-part cast aluminum connecting clamps for the height-adjustable connection of rope elements or steel pipes to Terranos steel posts.

Ropes:

U-Rope-round strand ropes with steel cores, dia. 16mm (5/8’’) – unless otherwise noted; external strands are covered with non-abrasive UV-resistant Polyamide-yarn (no Polypropylene!).

Planar netting:
Rope crossing points localized by durable, drop forged aluminum-ballknots (no plastic).

Frox-ropes connections:
All connections for Terranos-rope elements in Terranos-grid dimension 3000mm (standard linear dimension; 9’- 10 1/8’’) or 4243mm (diagonal dimension; 13’- 11-1/16’’) are equipped with Frox- Rope connections that are completely enclosed and free from any entrapment risks.

GXY916 - Shall be a rotating play event oriented at an approximate 10 degree angle from horizontal. In lieu of a full platform, there shall be a circular ring, which children can sit or stand upon. The product can either be operated by users sitting on the ring while another person rotates the ring or by all children standing and moving relative to the ring. As the children move about the ring and move closer together or further apart, the ring will rotate in response such that the rotational speed and direction is controlled by all of the children working together to coordinate their movements.

Wood

Wood shall be from FSC-certified sources, and avoid suppliers who provide wood from questionable/controversial sources. Pinewood is either from Northern or Central Europe and hardwood is from either South America or Africa.

Posts, crossbars and other un-fabricated parts shall be made from de-barked and sap free Robinia wood trunks in various dimensions. Wood Components shall show a low degree of visual fabrication allowing for a natural look letting posts bend and wind in some degree. Basic lines shall be cut to meet safety requirements of EN1176. Climbing walls shall be made of Robinia wood or weather-resistant plywood coated with anti-slip film on both sides.

Wooden panels are to be made of pressure-impregnated class IV pine 27 x 130 mm, with stainless steel screws built onto the metal framework to which they transmit force.

Pressure impregnated pine (Pinus Sylvestris) shall be carefully processed to ensure smooth surfaces and edges. The pine wood shall be Quinta or US sorted and all planning etc. shall be done prior to impregnation.

Pine posts shall be installed with steel footings and impregnated after class AB. In case the pine wood posts are installed in contact with ground or fresh water, the posts shall be impregnated after class A. Pressure impregnation shall be done with Tanalith E 3492. Certified pine wood shall be FSC certified products with FSC labels.

Metal

Slides, banister bars, Curly climbers, handles on Monkey bar, fireman's poles, sand strainers, water vats, spacers, chains, tubes and handles and footrest on springers shall be made from stainless steel. Brackets, net beams, Track ride and chains shall be hot dip galvanized steel tested for compliance with US CPSIA requirements regarding lead content as well as the European Standard EN 71-3 regarding migration of unwanted substances.

Springs shall be made of steel qualities that meet EN 10270-1. The springs shall be subjected to shot peening to prevent crack formation and fatigue fracture. Spring durability and expected life in use shall have been tested on a sampling basis to ascertain that the spring will function after more than 5 years of normal use. Springs shall be fitted with anti-pinch clamps of injection molded nylon or approved alternate.

Rope

Nets and ropes shall be made of PA with inner galvanized steel reinforcement. The rope shall be induction treated in order to create a strong connection between steel and rope and excellent wear resistance. The net connectors are shall be made from injection-molded PA (polyamide) or approved equal in order to perform the maximum strength and UV stability. Nets and ropes shall be equipped with stainless steel chains at ends for adjustment due to variation in Robinia dimensions.

Plastic

Injection Molded Plastics

Plastics shall be selected for suitability, strength and environmental properties. The plastic components shall be identified by means of international standard abbreviations, allowing optimum recycling. All plastic components shall retain their properties in the temperature range of -30°C to 60°C. All plastic materials shall be UV and ozone protected to the maximum within the frames of the strongest environmental demands. Only plastic materials and additives in compliance with EN 71-3 shall be used.

Panels for decoration and attachment of slides shall be made of 19mm EcoCoreTM or approved equally durable, ecofriendly material, with core material produced from 100% recycled material. The core shall have a thickness of 15mm (minimum) and shall represent 80% of the total material.

High-pressure laminate panels (HPL) shall be 10 or 18 mm thick with a molded-

on non-skid surfaces and used for platforms, steps, seats and other places exposed to extensive wear.

Net connectors, tube connector and Do-nuts shall be injection-molded PA (polyamide). Slides, sand shovel and plugs for posts are molded in PE.

Swing seats, spring inserts, absorber for seesaws and manipulative items shall be made from synthetic rubber (PUR and TPE). Swing seats shall meet the impact criteria of EN1176 as well as ASTM F 1487.

Metal components

Steel components shall be manufactured from:

- Carbon steel with hot-dip galvanized surface according to ISO1461.
- Stainless steel AISI304 or AISI303
- Carbon steel with powder coating corrosion class C4 according to ISO12944-2
- Hot-dip galvanized steel with powder coating.

Lead content for surfaces shall be below 90ppm.
Lead content for base material shall be below 100ppm.

Bolts, nuts etc. may have a Delta-Magni surface treatment.

Poles shall be made of hot-dip galvanized steel Ø101.6 x 2.9 mm to ensure the strength of constellations. Poles shall be supported by specially welded triangle top frames of hot-dip galvanized steel Ø38 x 4 mm. Top protection on poles shall be a core of polyamide (PA) covered with a soft black thermoplastic rubber (TPE) surface.

Posts and Frames of steel shall be hot-dip galvanized tubes in dimensions Ø101.6 x 2.9 mm, Ø42.4 x 3.2 mm and frames/posts are Ø38 x 2 mm. Post size varies, refer to manufacturers recommendations.

Core platform posts:

Steel posts of Ø101,6x2,0mm pre-galvanized steel tube with powder coated top finish.
Aluminum posts of Ø102,3x3,8mm with color anodized top finish.

Crossbars, support legs, pipes etc. are made of hot-dip galvanized steel tubes Ø

60.3 x 4.5 mm and Ø38 x 4 mm.

Aluminum components:
Various primary connectors, ball joints, ferrule joints and force fit bracket connectors for net and foundation supports are made of die-cast aluminium specially alloyed for outdoor environments and with a lead content below 100ppm.

Basketball goals shall be made of powder coated hot-dip galvanized steel with alternative choice of net:

Net shall be made of polyamide (PA).
Net made of PA reinforced with a steel wire inside.
Stainless steel chains which meet the requirements in ISO1434 –ISO1435 and DIN766.

Multifunction posts shall be hot-dip galvanized Ø101mm. The two posts are placed outside the play area and have a central net with different heights for e.g. tennis, badminton and volleyball. The tensioning mechanism of the central net is vandal-proof.

All the metal-to-metal contacts shall be cushioned with neoprene anti-noise and anti-vibration joints. Regular provision of openings in the gripping cross sections allows surface water to run off due to the slope. The density of the posts contributes to the strength of the assembly. The presence of several welded-on support brackets allows the flexible HDPE panels to agitate so that the framework absorbs all the shocks received without creating vibrations to the structure.

2.04 Additional Hardware:

Additional hardware shall be provided in sufficient quantity to complete the assembly of the play equipment. All hardware shall be stainless steel or non-ferrous. Bidder shall provide the owner with any and all maintenance and repair supplies, installation manuals, tool kits and materials that were shipped with each product for the Owner’s Inventory.

2.05 REFERENCE STANDARDS AND SPECIFICATIONS

a. Playground equipment design, layout, and installation shall comply with the following standards and guidelines as applicable.

1. CPSC - Consumer Product Safety Commission Guidelines for Playground Safety, latest edition.

2. ASTM - American Society for Testing and Materials, Designation: F 1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, latest edition.

3. ANSI - American National Standards Institute.

4. MAAB - Massachusetts Architectural Access Board

5. International Playground Equipment Manufacturers Association (IPEMA)

6. International Playground Contractors Association (NPCAI)

7. National Recreation and Parks Association (NRPA)

b. Requirements not specifically set forth herein, but required by the agencies listed in above shall be understood to be a requirement of this contract since these standards of quality and safety are established as the industry standard(s). Any conflicts between the agency standards and the contract documents shall be brought to the attention of the Engineer, and unless otherwise directed in writing, the agency standards shall be the minimum requirement to be followed.

END OF SECTION

SECTION 02887

POURED-IN-PLACE SAFETY SURFACING

PART I - GENERAL

1.01 SCOPE OF WORK:

a. The Contractor shall furnish all labor, materials, equipment and transportation required for the placement of poured-in-place play surfacing at children's play area. The surfacing shall be placed at all locations identified on the Contract Drawings to the indicated grades. Layout and design of color and pattern is to be installed per the contract drawings.

1.02 SUBMITTALS:

a. In accordance with the SUBMITTAL section of these specifications submit manufacturer's specification and detail sheets for all materials to be utilized under this section.

b. Field layout of color and pattern of surfacing to be approved by Landscape Architect prior to installation.

c. Provide samples as directed by the Engineer.

d. Post installation testing will be required by the Owner at the Contractors expense. An independent testing agency shall test to ensure a HIC of 800, contractor is responsible for removal and reinstallation if the test results do not conform.

1.03 QUALIFICATIONS:

a. For installation of the poured-in-place play surface the contractor shall have a minimum of five (5) years experience provide evidence of successful completion of twenty-five (25) like surfaces installed during the past five (5) years with names of clients and phone numbers.

PART II - MATERIALS

2.01 POURED-IN-PLACE-PLAY SURFACE:

a. Poured-in-place play surface shall be "Playbound" by Surface America, GT-Max Poured by Gametime Inc. or products supplied by VitriTurf of Bohemia, NY 631.231.1300 or approved equal. The City will consider “Sprinkle Flex” from

VitriTurf but this request MUST be made during the bid period so that appropriate unit pricing can be established.

Play surface shall meet or exceed current Consumer Product Safety Commission (CPSC) guidelines issued in 'A Handbook for Public Playground Safety' (latest edition) for the minimum potential fall height of the play equipment, current Disabilities Act Guidelines (ADA) and current American Society for Testing Materials (ASTM) F-1292-91 requirements.

1. The Base Mat shall be a monolithic poured-in-place cushioned pad, made from a blend of recycled styrene butyrene rubber (SBR) and a polyurethane binder or approved equal. The depth of the SBR mat shall be such that in conjunction with the specified top-wearing course the total resilient surface system shall provide the required absorbency for the maximum potential fall from the specified play equipment. (Refer to Section 02886) SBR shall be mixed with the binder in a ratio of 88% SBR to 12% binder by weight to achieve maximum resilience.

2. The Top Surface shall be a monolithic poured-in-place top surface, ½" total thickness, made from a blend of ethylene propylene diene monomer (EPDM) colored rubber particles there will be up to FOUR separate colors and each shall include a custom combination of four colors with NO BLACK to be chosen by the owner's representative during the submittal process combinations indicated in manufacturer's brochures. Top surface shall have a tensile strength of two hundred (200) psi. The urethane binder shall be an aliphatic non-yellowing type.

3. Poured-in-place surfacing shall be placed throughout the full extent of the two playlots. The total depth of poured-in-place surfacing shall sufficient to meet a HIC of 800 at installation based on maximum fall height of play structure indicate on the plans and specifications.

4. Prefabricated shock pads will not be considered equal.

2.04 BASE MATERIALS:

a. Crushed stone materials shall be as specified under Section 02350 of these Specifications, or as otherwise indicated on the details.

PART III - EXECUTION

3.01 PROCEDURES:

a. The Contractor shall deliver, spread and compact or place safety surfaces to conform to the lines and grades shown on the Contract Drawings. All work shall be done in accordance with the manufacturer's installation recommendations for wood mulch or Poured-in-Place Play Surfaces.

b. The Base Mat for the Poured-in-Place Play Surface shall be installed in accordance with the manufacturer's instructions. The Base Mat shall exhibit a minimum installed thickness necessary to provide the required absorbency for the maximum potential fall from the proposed play equipment. At playlot edges, place a board between the end of the poured-in-place base pour and the concrete edge and remove the board after the base has sufficiently cured. Pour the top course of poured-in-place surfacing and allow material to fill the void created by the board.

c. The Top Surface shall be installed following installation of the cushion course, in accordance with the manufacturer's instructions. The minimum installed thickness of the top wearing course shall be ½". The contractor is responsible for insuring that no foot traffic is allowed on the surface before the curing is complete.

d. Any tests of materials, and/or compaction shall be as ordered by the Engineer and paid for by the Contractor regardless of results.

e. WARRANTY: Safety surfacing shall be free of defects due to workmanship or material for a minimum of two (2) years from date of installation.

- - END OF SECTION - - -

SECTION 02911

ROOT ZONE MIX PREPARATION & BLECAVATION

PART I - GENERAL

1.01 SCOPE OF WORK

A. Under this Section, the Contractor shall furnish all labor, materials, equipment (including low ground pressure, LGP, equipment) and transportation required to furnish and place, or prepare Root Zone Mix for the field and to perform 'blecavation' operations for the areas shown on the drawings and as specified as "full depth renovation". Refer to Appendix A for acceptable equipment.

B. Prospective bidders are advised that significant quantities of topsoil are present at the property and presumably available for reuse if compatible with the requirements of this specification. The Contractor shall be responsible for amending topsoil, as required to comply with this specification and SECTION 02910 SCREENED LOAM BORROW AND TOPSOIL RE-USED.

C. This work shall consist of preparing a root zone mixture consisting of screened native on site loam, sand and compost and performing blecavation as described in item 'd' below. The root zone mix will be evaluated by using the ASTM test methods for High Performance Sand-based Root Zones for Sports Fields, ASTM F 2396-04 as shown in Appendix A. A sand sample and compost sample shall be submitted to a testing agent for adherence to specifications prior to blending operations. Through the blecavation process that uses the blecavator machine set to varying height controls, the compost and sand can also be blended with top soil on-site to a desired depth of 8" at the construction site.

D. The contractor shall perform blecavation operations within the areas delineated on the plans. The contractor shall prepare the soil using the blecavator, which is a heavy duty contra-rotating rotor with blades that dig into the ground throwing soil, debris, and rocks against a sorting screen mounted behind the rotor for separating rocks and debris. The fine soil is deposited over the top and leveled off. The rear packer roll on the blecavator firms up the finished areas ready for seeding. Within the area delineated on plans, the contractor shall be directed by the owner or Engineer, to perform blecavation for 8" depths of spread topsoil, in order to achieve a homogeneous blend of top soil composition over the entire field within the limits of the full depth renovation areas.

E. The contractor shall have the option, at their discretion, to remove all existing loam from the field or stockpile and either mix on site or bring in Root Zone Mix that adheres to this specification.

F. No heavy duty equipment and vehicular traffic shall be allowed on the prepared areas.

1.02 SAMPLES/TESTS

A. The Contractor shall furnish an outline of their approach to the project no less than ten (5) days prior to the start of construction.

B. The Contractor shall furnish a Certified Laboratory Report showing the soils classification and nutrient analysis of representative samples of the Loam, sand and compost that is proposed to be used, including the extent of lime and fertilizer required. Samples submitted for approval must be representative of the total volume to be furnished, taken in the presence of the Engineer, and delivered to a certified laboratory by the Contractor; all costs for such shall be borne by the Contractor.

C. If the material does not conform to the above requirements it shall be rejected and additional sources shall be found. Sampling and testing shall be accomplished as specified herein until an approved material is found, all at the Contractor's expense.

D. To assure that materials fulfill specified requirements regarding textural analysis, organic matter content, pH, and fertility, depending on the approach, testing may be undertaken:

1. Prior to site delivery; at source;

2. At time of delivery; on-site

E. For quality control, immediately following spreading on site, soil may be tested at the owner’s discretion. Soil sampling shall also indicate if specified soil was supplied <u>uniformly</u> to the minimum specified depth.

1.03 RELATED WORK:

A. Section 02329 LOAM BORROW

B. Section 02290 SEEDING

C. Section 02810, IRRIGATION

1.04 STANDARDS

A. ASTM - American Society for Testing and Materials.

1.05 NOTIFICATION

A. The Contractor shall notify the Owner in writing at least ten (10) days in advance of the time he intends furnishing Root Zone Mix or amendments stating the location and amount of such deposit, the name and address of the supplier and also shall furnish such facilities, transportation and assistance as the Owner may require for collecting and forwarding samples.

1.06 QUALITY CONTROL

A. Root zone mix: A one gallon sample for every 2,000 cubic yards of root zone mix shall be tested by the Owner's Testing Agent for approval. All costs shall be done by the Contractor.

B. Following installation of irrigation system and prior to seeding, contractor shall notify the Engineer or owner and provide the owner with compaction tests along the center line of the field as well as along the side lines to ensure that the root zone mix has not been heavily compacted. Compaction test shall fall within the industry standards for fields and any areas of the field that exceed these standards shall be corrected at the contractor's expense prior to seeding.

C. The Contractor or Sub-contractor must have a minimum of five (5) years of experience installing root zone mix based athletic fields of similar size and quality of this project.

PART II - MATERIALS

2.01 LOAM BORROW

A. Refer to Section 02910, SCREENED LOAM BORROW & TOPSOIL RE-USED.

2.02 SAND

A. Sand for Root Zone Mix shall conform to ASTM standard F 2396-04 Sand for High Performance Sand-based root zones for Sports Fields or 2mm USGA specification sand for golf course fairway top dressing.

2.03 PEAT OR ORGANIC MATERIAL

A. Peat moss shall be of a standard brand free of sticks, stones, hay or any other deleterious Matt and meet the following requirements:

Parameter	Specification
Total Ash	15% or less
PH	6.5 to 7.5
% Moisture	30% to 50%
Sieve Criteria	
2.0 mm sieve	0-5% retained
1.0 mm sieve	Less than 20% retained

B. Compost - Compost shall be derived from organic wastes including sawdust, clean ground wood and biosolids that meet all State Environmental Agency requirements. The product shall be well composted, free of viable weed seeds and contain material of a generally humus nature capable of sustaining growth of vegetation, with no materials toxic to plant growth. Leaf compost shall not be accepted.

Compost shall have the following properties:

Parameters	Range
pH	6.5 – 7.5
Moisture content	35% - 55%
Soluble Salts	< 4.0 mmhos (dS)
C:N ratio	15 - 30:1
Particle Size	< 1/2”
Organic Matter Content	> 40%
Bulk Density	< 1000 lbs./cubic yard
Foreign Matter	< 1% (dry weight)
Total Ash	15% or less

Compost generator shall also provide minimum available nitrogen and other macro and micro nutrients to determine fertilizer requirements. Generator shall supply documentation showing state approval for intended use.

C. Fertilizer - Renovate Plus, 3-3-3. Refer to Appendix A.

2.04 ROOT ZONE MIX

A. Mixing Materials: Mixing of the sand, peat and soil mixture for the root zone mix must be blended by an experienced blending operator.

B. Physical performance Evaluation of the root zone mix will be in accordance with the guidelines set forth in ASTM standard F 2396-04.

PART III EXECUTION

3.01 ROOT ZONE MIX RATIOS

A. Upon approval of the loam borrow, sand and compost components, the owners testing agents shall blend the components to determine the correct ratio of sand and compost to create the root zone mix. This ratio of sand and compost will be based on laboratory testing and performance guidelines established by these specifications.

Based on previous testing and for bidding purposes, the field root zone mix ratio will contain 35% sand, 60% Native Screened Loam and 5 % compost by volume.
This is 3" of Sand/Compost mix uniformly distributed by a top-dresser on top of 5" of spread screened native loam prior to blecavation.
The lateral drain (2"slit drains) backfill mix ratio will contain 90% sand, and 10% compost by volume.

B. The root zone mix developed by the owners testing agent will establish the required mix ratio and specifications for approval or rejections of all quality control submittals during construction.

Performance Testing: ASTM testing procedures for sand based athletic fields shall be used for performance testing.

3.01 PLACEMENT

Root zone Mix Established by the Blecavation method:

A. The Contractor shall furnish and spread the required depth 90/10 blend ASTM spec sand and ASTM F2396-04 spec compost amendments, distributed by a top-dresser for uniformity.

B. All sport turf areas are to be tilled to a depth of 8" with a blecavator, conventional tilling is unacceptable. This depth includes the 2"-3.5" of ASTM spec sand as indicated above.

C. Fine grading shall be accomplished with a fully automated dual plain LGP laser grader.

D. Under no circumstances will loaded rubber tired vehicles in excess of 1 ton be allowed on the gravel base or root zone mix prior to, during or after the spreading of the root zone mix.

E. Finish grades shall be verified by the Contractor using laser operation survey instruments with a tolerance of +/- ¼ inch.

New or Blended Root zone Mix:

F. The Contractor shall furnish and spread Root Zone Mix to the depths shown on the contract drawings, which depth shall be the minimum required depth after settlement. No compaction shall be required beyond that extent necessary to place sod or for the establishment of seed.

G. Root Zone Mix shall be spread in such a manner as to establish a loose, friable seedbed.

H. Under no circumstances will loaded rubber tired vehicles in excess of 1 ton be allowed on the gravel base prior to or during the spreading of the root zone mix.

I. Finish grades shall be verified by the Contractor using laser operation survey instruments with a tolerance of +/- ¼ inch.

3.02 ADDITIVES

A. The Contractor shall apply all necessary fertilizer and lime to the soil in accordance with the manufacturer's and laboratory's recommendations and as required by the sodding, seeding specifications referenced elsewhere.

END OF SECTION

SECTION 02930

TREES, SHRUBS, GROUNDCOVERS, AND LANDSCAPING

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. This Section includes furnishing all labor, materials, equipment, plants, and incidental materials necessary to perform all operations related to the planting of all trees, shrubs vines, herbaceous plants, ground covers, and for all appurtenant work, complete in place, maintained, and accepted, in accordance with the Contract Drawings and Specifications.

B. The Contractor shall bear the responsibility and cost of furnishing and applying water or any other substances, as necessary to ensure the sustainability of plant materials, as part of the work of this contract.

1.02 RELATED WORK:

A. Section 02329, LOAM BORROW

B. Section 02920, SEEDING

C. Section 02923, SODDING

1.03 SUBMITTALS:

In accordance with requirements of the general specifications, the Contractor shall submit the following:

A. Prior to planting, State nursery inspection certificates for all plant materials shall be submitted to the Engineer for review.

B. Samples and six copies of the manufacturer's product data, as applicable, shall be submitted to the Engineer for review and approval for the following materials:

1. Limestone.

2. Fertilizer.

3. Sphagnum Peat Moss.

4. Humus.

5. Organic Compost.

6. Manure.

7. Mulch.

8. Guying and Staking Apparatus.

9. Crepe Wrapping for tree trunks.

10. Anti-transpirant/Anti-desiccant.

11. Insecticides.

12. Herbicides.

13. Fungicides.

PART 2 - PRODUCTS

2.01 PLANT MATERIALS:

A. The Contractor shall furnish and plant all plant materials as shown on the plans and in the quantities and sizes listed thereon. No substitutions shall be permitted without the written approval of the Engineer.

B. Plants larger than those specified in the Plant List may be used if approved by the Engineer. However, use of such oversized plants shall not be considered grounds for any increase in the contract price. If the use of larger plants is approved, the required spread of roots or ball of earth shall be increased in proportion to the size of the plant and plant pits shall be increased as necessary.

C. All plants shall be certified to have passed all required Federal and State inspection laws requiring ensuring freedom from plant diseases and insect infestations. The Contractor shall obtain clearance from applicable governing agencies, as required by law, before planting any plants delivered from outside the state in which they are to be planted.

D. All plants shall be nursery-grown under climatic conditions and environmental stresses similar to those in the locality of the project. All plants shall originate from nurseries that are no more than one Hardiness Zone higher (as established by the Arnold Arboretum, Jamaica Plain, MA) than where the plant is to be installed. Plants also shall conform to the botanical names and standards of size, culture, and quality for the highest grades and standards as adopted by the American Association of Nurserymen, Inc. in the American Standard for Nursery Stock, ANSI-Z60.1, latest edition. All plants shall be legibly tagged with their proper botanical name.

E. No heeled-in plants or plants from cold storage shall be used. All plants shall be typical of their species or variety and shall have a normal habit of growth. Plants shall be sound, healthy, and vigorous, well branched and densely foliated when in leaf; shall be free of

disease, insects, eggs or larvae; and shall have healthy, well-developed root systems. All parts of the plant shall be moist and shall show active green cambium when cut.

F. All nursery plants shall be balled and burlapped or container-grown and shall have been acclimatized for at least one growing season. Container-grown stock shall have been grown in a container long enough for the root system to have developed sufficiently to hold its soil together, firm and whole, after removal from the container. No plants shall be loose in the container. Container-grown plants shall have no girdling roots and shall not be in a root-bound condition. Plants shall remain in their container until planted.

G. Care shall be exercised in digging and preparing field-grown plants for shipment and planting. Balled and burlapped materials shall have solid unbroken balls of earth of sufficient size to encompass all fibrous feeding roots necessary to ensure successful recovery and development of the plants. Balls shall be firmly wrapped in untreated biodegradable burlap and tied securely with wire cages and/or jute twine. Roots or balls of plants shall be adequately protected at all times from sun and drying winds. No plant shall be accepted when the ball of earth surrounding its roots has been badly cracked or broken preparatory to or during planting, or after the burlap, staves, wire cage, rope, or platform in connection with its transplanting have been removed. Soil characteristics (i.e., composition, texture, pH, etc.) of all field-grown plants shall closely match those of the soil where plant materials are to be planted.

H. The height of the trees, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated in the Plant List in the Drawings. The branching height for deciduous trees installed adjacent to or within walks shall be 7 feet minimum, having been pruned to this height at least 1 year prior to transplanting. Except when a clump is designated, the trunk of each tree shall be a single trunk growing from a single, unmutilated crown of roots. No part of the trunk shall be conspicuously crooked as compared with normal trees of the same variety. The trunk shall be free from sunscald, frost cracks, or wounds resulting from abrasions, fire, or other causes. All pruning cuts shall comply with acceptable horticultural practices. No pruning wounds having a diameter of more than 1½-inches shall be present. Any such wounds must show vigorous bark growth on all edges. Evergreen trees shall be branched to within 1 foot of the ground. No tree that has had its leader cut or die shall be accepted.

I. Caliper measurements for tree trunks shall be taken 6-inches above ground for trees up to and including 4-inch caliper size and at 12-inches above ground for larger sizes.

J. Shrubs shall meet the requirements for spread and/or height stated in the Plant List on the Drawings. The measures for height are to be taken from the crown or root flare to the average height of the top of the shrub mass (not the longest branch). The fullness of each shrub shall correspond to the trade classification "No. 1". Single stemmed or thin plants will not be accepted. The side branches must be generous, well-twigged and the plant as

a whole must be well-bushed to the ground. The plants must be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.

K. Herbaceous plants, vines and groundcovers shall be of the size, age and/or condition designated in the Plant List on the Drawings.

L. Plants shall be delivered only after preparations for planting have been completed. Plants shall be handled and packed in a horticulturally approved manner and all necessary precautions shall be taken to ensure that plants arrive on-site in a healthy vigorous condition. Trucks used for transporting plants shall be equipped with covers to protect plants from windburn, desiccation, and overheating during transport. Plants that have not been thoroughly watered shall not be accepted at the planting site. Any plants delivered to the site in a dry or wilted condition shall be rejected and replaced at no expense to the Owner. All plant materials shall be protected, watered and otherwise maintained prior to, during, and upon delivery to the site.

M. Plants shall be subject to inspection and approval by the Engineer at the place of growth, or upon delivery, for conformity to specification requirements as to quality, size, variety, and condition. Inspection and selection of plants before digging shall be at the option of the Engineer. The Contractor, or his representative, shall be present, if requested by the Engineer, for inspection of plants at the Nursery. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of work, for size and condition of balls and roots, disease, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site. Certificates of inspection of plant materials shall be furnished as may be required by Federal, State and other authorities to accompany shipments.

2.02 LOAM BORROW:

Loam Borrow shall be as specified in Section 02329, LOAM BORROW.

2.03 SOIL ADDITIVES AND AMENDMENTS:

A. LIMESTONE:

Lime shall be an approved agricultural limestone containing at least 50 percent total oxides (calcium oxide and magnesium oxide). The material will be ground such that 50 percent of the material will pass through a No. 100 mesh sieve and 98 percent will pass a No. 2 mesh sieve. Lime shall be uniform in composition, dry and free-flowing and shall be delivered to the site in the original sealed containers, each bearing the manufacturer's guaranteed analysis.

B. FERTILIZER:

1. Fertilizer shall be a complete, standard commercial fertilizer, homogeneous and uniform in composition, dry and free-flowing, and shall be delivered to the site in

the manufacturer's original sealed containers, each bearing the manufacturer's guaranteed analysis and marketed in compliance with State and Federal Laws. All fertilizer shall be used in accordance with the manufacturer's recommendations.

2. Fertilizer for tree, shrub and groundcover plantings shall contain all major plant nutrients and minor trace elements essential to sustain plant growth and shall have the following analysis:

Nitrogen (N)	Phosphorous (P)	Potassium (K)
10%	10%	10%

3. As approved by the Engineer, a slow release root contact fertilizer installed at the time of planting, may be used in place of the above, at the discretion of the Contractor.

C. Organic Compost shall be a standard commercial product comprised of fully decomposed, 100 percent plant-derived, natural organic matter. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Compost shall be free of sticks, stones, weed seeds, roots, mineral or other foreign matter and delivered air dry. It shall be free from excessive soluble salts, heavy metals, phytotoxic compounds, and/or substances harmful to plant growth and viability. Organic compost shall have an acidity range of 4.5 to 7.0 pH.

D. Sphagnum Peat Moss shall be a standard commercial product. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Peat moss shall be free of sticks, stones, weeds or weed seeds, roots, mineral or other foreign matter. It shall be free from toxic substances and/or compounds harmful to plant growth and viability. It shall be delivered air dry in standard bales and shall have an acidity range of 3.5 to 5.5 pH.

E. Humus shall be natural humus, reed peat, or sedge peat. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Humus shall be free of sticks, stones, weeds, roots, mineral or other foreign matter and/or toxic substances harmful to plant growth and viability. It shall be low in wood content, free from hard lumps and excessive amounts of zinc and delivered air dry in a shredded or granular form. The acidity range for humus shall be 5.5 to 7.5 pH, and the organic matter content shall be not less than 85 percent, as determined by loss on ignition. The minimum water holding capacity shall be 200 percent by weight on an oven-dry basis.

F. Manure shall be well-rotted, leached, cow manure not less than 8 months or more than 2 years old. It shall be free of sawdust, shavings, or refuse of any kind and shall not contain more than 25 percent straw. It shall contain no substances harmful to plant growth. The

Contractor shall furnish information regarding chemical disinfectants, if any, that may have been used in storage of the manure.

2.04 PLANTING MIXTURE:

Planting mix shall consist of 7 parts loam borrow and 1 part organic compost, humus, sphagnum peat moss, or manure, thoroughly blended.

2.05 WATER:

Water shall be furnished by the Contractor, unless otherwise specified, and shall be suitable for irrigation and free from ingredients harmful to plant growth and viability. The delivery and distribution equipment required for the application of water shall be furnished by the Contractor, at no additional cost to the Owner.

2.06 MULCH:

Mulch shall be fibrous pliable shredded softbark mulch, not exceeding ½-inch in width. It shall be 98 percent organic matter with a pH range between 3.5 and 4.5 and a moisture content not to exceed 35 percent. It shall be free of weeds, weed seeds, debris, and other materials harmful to plant growth and viability. Organic mulch shall be aged no longer than 2 years.

2.07 MATERIALS FOR STAKING, GUYING, AND WRAPPING:

A. Tree stakes shall be sound, untreated 2 x 3 (nominal) x 8-foot length Douglas Fir reasonably free of knots. No paint or stain shall be used in conjunction with tree stakes. Tying material shall be flexible braided nylon webbing, ¾-inch wide and have a tensile strength of 900 pounds. Webbing shall be 'ArborTie', or approved equal.

B. Drive anchors and guy wire assemblies shall be suitable for protecting trees and shall be sized in accordance with the manufacturer's recommendations. No materials shall be used for guying that will girdle, chafe, or otherwise injure trees.

C. Tree wrap shall be duplex, waterproof kraft paper crinkled to 33-1/3 percent stretch, 4- to 6-inch wide strips. Tying materials shall be jute twine, 2-ply for shrubs and trees less than 3-inch caliper; 3-ply for larger plants.

2.08 TREE PAINT:

Tree paint shall not be used.

2.09 ANTI-TRANSPIRANT/ANTI-DESICCANT:

Anti-transpirant or anti-desiccant shall be 'Wilt-Pruf', as manufactured by Nursery Specialty Products, Inc., Groton Falls, NY, or approved equal. It shall be delivered in

original sealed manufacturer's containers and used in accordance with the manufacturer's instructions.

2.10 INSECTICIDES:

A. No insecticides shall be used on-site without the Contractor notifying and obtaining the prior approval of the Engineer.

B. Insecticides shall be EPA registered and approved for use in public open spaces. All insecticides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer’s containers, and used in accordance with the manufacturer’s instructions.

C. Insecticide use shall be limited and selective, only to control specific insect infestations, as identified by the Contractor or the Owner’s Representative, that may result in the disfigurement, decline, or death of plant materials.

2.11 HERBICIDES:

A. No herbicides shall be used on-site without the Contractor notifying and obtaining prior approval of the Engineer.

B. Herbicides shall be EPA registered and approved for use in public open spaces. All herbicide shall be handled by State licensed applicators only, delivered in the original sealed manufacturer’s containers, and used in accordance with the manufacturer’s instructions.

C. Herbicide for post-emergent application shall be glyphosate contact, ‘Roundup’, as manufactured by Monsanto, Inc., or approved equal.

D. Herbicide use shall be limited and selective, only to control specific weed infestations that have been identified by the Contractor or the Owner’s Representative.

2.12 FUNGICIDES:

A. No fungicides shall be used on-site without the Contractor notifying and obtaining prior approval of the Engineer.

B. Fungicides shall be EPA registered and approved for use in public open spaces. All fungicides shall be handled by State licensed applicators only, delivered in the original

sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.

C. Fungicide use shall be limited and selective, only to control specific fungal pathogenic disease infestations, as identified by the Contractor or the Owner's Representative, that may result in the disfigurement, decline, or death of plant materials.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. All plants shall be subject to inspection and approval by the Engineer upon delivery to the site. No materials shall be planted until approval is received.

B. All work shall be performed by skilled workers with a minimum of 2 years planting experience, in accordance with accepted horticultural/nursery practices, under the full-time supervision of a Certified Nurseryman or Arborist.

C. All balled and burlapped plants that cannot be planted immediately upon delivery shall be set on the ground and the root balls shall be well protected with soil, wet moss, or other acceptable material. All foliage shall be protected and covered with perforated shade materials.

D. The planting season for evergreen trees and shrubs shall extend from the time the soil becomes workable in the spring until new growth appears, and from September 15 until November 30 in the fall. Deciduous trees and shrubs shall be planted only when dormant, either prior to bud break and/or before leaves appear in the spring, or subsequent to their leaf drop in the fall. Ground covers shall be planted only after the last frost in the spring through mid-May. Planting season periods may be extended if weather and soil conditions permit only with the written approval of the Engineer. Extended or out-of-season planting requirements shall include application of antitranspirant and extra water as needed. Plant guarantee periods shall remain as stated below. Planting shall not be permitted in frozen ground.

E. All plant locations and outlines for planting beds shall be staked out for review and potential adjustment by the Engineer before any excavation is begun. In the event that rock, underground construction work or obstructions are encountered in any proposed planting pit or bed, the Engineer may select alternate locations. Where locations cannot be changed, the obstruction shall be removed, subject to the Engineer's approval, to a depth of not less than 3 feet below grade and not less than 6-inches below the bottom of the root ball when plant is properly set at the required grade. Removal of boulders or obstructions greater than 1 cubic yard in size shall be subject to approval and will be paid for by the Owner. No ledge will be removed to create planting pits or beds

F. All planting pits shall be excavated with sloped walls, wider at the top than at the bottom, and scarified to eliminate glazing. Tree pits shall be at least 2 feet greater in diameter than the root ball of earth or root system. Shrub pits shall be at least 1 foot greater than

the diameter of the root ball. Planting pits shall not be deeper than the height of the root ball.

G. When excavation occurs in areas of heavily compacted earth, stones, concrete chunks or other foreign matter, pits shall be dug at least 3 times the width of the rootball. Excavated material from plant pits shall be disposed of as required.

H. Container plants shall be removed from their growing container before planting. If roots are densely matted, the outer root mass shall be scored, sliced vertically, with a sharp knife to separate roots. All herbaceous plants and groundcovers shall be evenly spaced to produce a uniform effect and staggered in rows at intervals designated on the contract drawings.

I. Shrubs and trees shall be set in the center of planting pits, plumb and straight, and at such a level that after settlement the crown of the roots will be 1-inch above the surrounding finished grade. Root ball masses shall not be loosened, broken or damaged. When balled and burlapped plants are set, planting mixture shall be compacted around bases of balls to fill all voids. All tying materials, twine and rope shall be cut and removed. Biodegradable burlap shall be laid back or cut away from the top half of the ball. If a wire basket is present, the upper 2/3 of the basket shall be cut away and removed. Do not remove the entire basket. Roots or bare root plants shall be properly spread out and planting mixture carefully worked in among them. Broken or frayed roots shall be cleanly cut.

J. Backfill plant pits with planting mixture in layers of not more than 9-inches and firmly tamp each layer and water to sufficiently settle the backfilled soil before the next layer is put in place. When the planting pit is 2/3 backfilled, the hole shall be flooded and watered thoroughly so that the water level reaches the top of the planting pit. Allow water to soak in, then complete the backfilling operation. Immediately after planting pit is backfilled, a shallow basin 3-inches deep and slightly larger than the pit shall be formed with a ridge of soil for water retention. Form a common basin for plant materials throughout mass planting beds. After planting, lightly till the soil in planting beds between planting pits and rake smooth to eliminate compaction of soils.

K. All planting hole basins shall be flooded with water twice within the first 24 hours of planting, and watered not less than twice per week until final acceptance of the work.

L. All thin barked deciduous trees shall be wrapped after they are planted and before they are staked. Prior to wrapping, inspect trees for injury to trunks or improper pruning. Take corrective measures as necessary. Wrap trunks of all trees spirally from bottom to top with tree wrap and secure top and bottom at 2-foot intervals with jute twine. The wrapping shall overlap and entirely cover the trunk from the ground to the height of the second branches and shall be neat and snug. Overlap shall be approximately 2-inches.

M. Stake trees immediately after planting as detailed. All staking apparatus shall be adequate to hold the tree in a vertical position under severe weather conditions. All staking

apparatus and tree trunk wrapping shall be removed and disposed of off-site by the Contractor at the end of one growing season.

N. Immediately after planting and staking operations are complete, all plant pit basins and plant beds shall be covered with approved mulch to the depths designated on the plans. Mulch shall not contact tree bark, cover tree root flares, or shrub crowns. No mulch shall be applied prior to the first watering.

O. The pruning of trees and shrubs shall only be permitted to remove dead or dying branch limbs and tips, sucker growth, water sprouts, crossing or rubbing branches, broken or damaged branches, diseased or insect infested limbs, and to preserve the natural character of the plant. Plant materials shall be pruned in accordance with American Nurserymen Association Standards and as required by the Engineer. Questionable weak limbs and branch removals that may disfigure the plant shall be left to the discretion of the Engineer. The tree leader shall never be permitted to be cut. Pruning shall be done with clean, sharp tools. All large pruning cuts that are ½-inch in diameter or larger shall be made along the bark branch ridge. Pruning cuts shall not breach or otherwise interfere with the branch collar. All pruning cuts less than ¼-inch diameter shall be made with hand pruners as close to the main stem as possible without damaging the cambium or bud. Tree paint shall not be used to cover pruning cuts.

P. As the work proceeds, the Contractor shall remove all debris from the site, including but not limited to branches, rock, paper, and rubbish. All areas shall be kept clean, neat and in an orderly condition at all times. Prior to final acceptance, the Contractor shall cleanup the entire area to the satisfaction of the Engineer.

3.02 MAINTENANCE:

A. Maintenance shall begin immediately after each plant is planted and shall continue until completion of the guarantee period and final acceptance of the project. Plants shall be watered, pruned, sprayed, fertilized, cultivated and otherwise maintained and protected. Tree guys and stakes shall be tightened and repaired. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit.

B. Settled plants shall be reset to proper grade and position, planting pits and common basins restored, and dead materials removed and replaced. Planting beds and individual basins shall be neat in appearance, maintained to their original layout lines and kept free of weeds. Mulch shall be replaced as required to maintain proper depths.

C. Contractor shall make arrangements to provide sufficient water to maintain all trees, shrubs and plant materials until final acceptance. Plants shall be sprayed with anti-transpirant or anti-desiccant if required by seasonal conditions or as required by the Engineer.

D. Planting areas shall be protected against trespass and damage of any kind during the maintenance period. This shall include the furnishing and installation of approved temporary fencing if necessary. If any plants become damaged during the maintenance

period, they shall be treated or replaced as required by the Engineer at no additional cost to the Owner.

3.03 INSPECTION AND PRELIMINARY ACCEPTANCE:

A. Contractor shall provide written notice to the Engineer not less than 10 days before the anticipated date of inspection for preliminary acceptance. The Engineer shall recommend preliminary acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals or replacements.

B. Inspection and acceptance of plantings may be requested and granted in part, provided the areas for which acceptance is requested are relatively substantial in size, and with clearly definable boundaries. Acceptance and use of these areas by the Owner shall not waive any other provisions of this Contract.

3.04 GUARANTEE:

A. All plant materials shall be guaranteed for a period of one year after the date of completion of the specified maintenance period and preliminary acceptance of the project by the Owner.

B. When the work is accepted in part, the guarantee period shall extend from each partial acceptance to the terminal date of the last guarantee period. All guarantee periods terminate at one time.

C. Plants shall be healthy, free of pests and disease. Plants shall exhibit vigorous growth, shall bear foliage of normal density, size and color and shall have no less than seventy-five percent (75%) of their branches alive at the end of the guarantee period. If the leader of any single-leader species is dead, the entire plant shall be considered dead.

D. Any plant required under this Contract that is dead or unsatisfactory, as determined by the Engineer, shall be removed from the site. These shall be replaced as soon as weather permits during the specified planting season, at no additional cost to the Owner, until the plants live through one year.

E. All replacements shall be plants of the same kind and size as specified on the Plant List. They shall be furnished and planted as specified above.

F. The guarantee of all replacement plants shall extend for an additional one-year period from the date of their acceptance as replacement.

G. Guarantee shall not apply to the replacement of unacceptable plants resulting from the removal, loss, or damage due to occupancy of the project in any part; vandalism or acts

of neglect on the part of others; physical damage by animals, vehicles, etc.; and Acts of God, including but not limited to, catastrophic fire, hurricanes, riots, war, etc.

H. In the instance of curtailment of water by local water authorities (when supply was to be furnished by the Owner), the Contractor shall furnish all necessary water by water tanker, the cost of which will be approved and paid for by the Owner.

3.05 FINAL INSPECTION AND FINAL ACCEPTANCE:

A. At the end of the guarantee period, the Contractor shall provide written notice to the Engineer not less than 10 days before the anticipated date of final inspection for final acceptance.

B. The Engineer shall recommend final acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals or replacements.

END OF SECTION

SECTION 03100

CONCRETE FORMWORK

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section of the specifications covers the furnishing and installation of forms for cast-in-place concrete.

1.02 RELATED WORK:

A. Section 03200, CONCRETE REINFORCEMENT

B. Section 03300, CAST-IN-PLACE CONCRETE

1.03 REFERENCES:

The following standards form a part of this specification:

AMERICAN CONCRETE INSTITUTE (ACI)

ACI 301 Standard Specifications for Structural Concrete

ACI 347 Recommended Practices for Concrete Formwork

U.S. ARMY CORPS OF ENGINEERS (CE)

CE 03300 Cast-in-Place Concrete

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Forms for exterior and interior surfaces which will be exposed to view after the work is completed, whether such surfaces are painted or unpainted, shall be new plywood stock, steel, tempered masonite, or other materials which will provide smooth concrete surfaces without subsequent surface plastering. Plastic or plastic-faced forms shall not be used, except with the prior approval of the Engineer.

B. Form Ties

1. Provide factory-fabricated, adjustable length, removable or snap off metal form ties, designed to prevent form deflection and to prevent spalling of concrete surfaces upon removal.

2. Provide ties so that the portion remaining within concrete after removal of exterior parts is at least 1-1/2 inches from the outer concrete surface. Provide form ties, which will not leave a hole larger than one inch diameter in the concrete surface.

C. Form release agent shall be a non-staining, non-yellowing, non-toxic liquid free from kerosene and resins of the type recommended by the manufacturer of the forming system being used such as EZ strip by L&M Construction Chemicals, Omaha, NB and "Magic Kote" by Symons Corp., Des Plaines, IL or approved equal.

D. Where steel adjacent to vertical faces of forms cannot be otherwise secured, mortar doughnuts shall be used to prevent steel from lying too close to the finish vertical faces of the concrete.

PART 3 - EXECUTION

3.01 PREPARATION:

Surfaces of forms to be in contact with concrete shall be greased with non-staining form release compound. Wetting will not be accepted as a substitute. Approval of the Engineer shall be obtained before use of coated materials or liners in lieu of form release compound, except as modified herein.

3.02 CONSTRUCTION:

A. For concrete surfaces which will be visible after completion of the structure, painted or unpainted, the type and the precise location of form ties, nails joints between form members, and any other features which will leave a visible trace in the finished concrete, will be subject to the approval of the Engineer.

B. Formwork shall be so constructed, braced, or tied that the formed surfaces of the concrete will be perfectly true, smooth, and to the dimensions shown on the drawings. All forms used for circular sections shall be true arcs as indicated on the drawings. Short chords will not be acceptable. Form line shall present an uninterrupted surface conforming to radii indicated on the drawings.

C. Forms shall be sufficiently tight to prevent leakage of mortar, and when necessary shall have temporary openings as required for thorough cleaning, and as required for introduction of concrete to avoid excessive free fall. Panels damaged in stripping or otherwise shall not be reused.

D. Unless otherwise noted on the design drawings, forms shall be filleted and chamfered at all sharp corners, and exposed edges with a 3/4-inch chamfer. Chamfer shall not be used where masonry or other material will subsequently be installed flush with one of the adjacent surfaces of the concrete. Where a wash or slope is indicated on the drawings no additional chamfer is required.

3.03 REMOVAL OF FORMS

A. REMOVING FORMS AND SUPPORTS:

1. Removal of forms shall take place in accordance with ACI 347, Section 3.6. Except as otherwise specifically authorized by the Engineer, forms shall not be removed until the concrete has aged for the following number of day-degrees or attained 50 percent strength. (Day-degrees equals the total of number of days times the average daily air temperature at the surface of concrete. For example, 5 days at a daily average temperature of 60°F. equals 300 day-degrees.)

Location	Day-Degrees
Beams and Slabs	500
Walls and Vertical Surfaces	200

B. Where beams, girder, columns, walls and similar vertical forms are adequately supported on shores, the side forms may be removed after 24 hours of cumulative curing time provided the side forms support no loads other than the lateral pressure of the plastic concrete. Cumulative curing time represents the sum of time intervals, not necessarily consecutive, during which the temperature of the air surrounding the concrete is above 50 deg. F in accordance with American Concrete Institute standards.

C. Shoring shall not be removed until the concrete has attained at least 70 percent of the specified strength and sufficient strength to support safely its own weight and the construction live loads upon it.

D. Forms shall be removed in such a manner as not to impair safety and serviceability of the structure. Concrete exposed by form removal shall have sufficient strength not to be damaged by the removal operation.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section of the specification covers the furnishing and installation of reinforcement for cast-in-place concrete.

1.02 RELATED WORK:

A. Section 03300, CAST-IN-PLACE CONCRETE

1.03 SYSTEM DESCRIPTION:

Materials and construction shall conform to ACI 3l8 and ACI 350 unless otherwise noted on the design drawings or modified herein.

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

A. The Contractor shall furnish the Engineer with complete checked, reinforcing steel shop drawings and bar lists. Shop drawing shall include grade of steel used as well as splice lengths.

B. Mill test reports shall accompany drawings. Fabrication shall not commence until the drawings and mill test reports have been released by the Engineer.

1.05 REFERENCES:

A. The following standards form a part of these specifications:

American Concrete Institute (ACI)

ACI SP-66 ACI Detailing Manual

ACI 3l8 Building Code Requirements for Concrete

American Society for Testing and Materials (ASTM)

ASTM A185 Standard Specification for Welded Steel Wire Fabric for Concrete Reinforcement

ASTM A497 Specification for Welded Deformed Steel Wire Fabric for Concrete Reinforcement

ASTM A6l5 Deformed Billet-Steel Bars for Concrete Reinforcement

ASTM A775 Epoxy-coated Reinforcing Steel Bars

ASTM A884 Epoxy-coated Welded Wire Fabric

American Welding Society (AWS)

AWS 12.1 Recommended Practices for Welding Reinforcing Steel, Metal Inserts and Connections in Reinforced Concrete Construction

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Steel reinforcing bars shall conform to ASTM A6l5, Grade 60, and A775 if epoxy-coated bars are specified.

B. Welded steel wire fabric shall conform to ASTM A185 or ASTM A497 and ASTM A884 if epoxy-coated fabric is specified. Gauge and spacing of wires shall be as indicated on the drawings.

C. Reinforcing steel shall be detailed in accordance with ACI SP-66 modified as applicable to conform to ACI 318.

D. Reinforcement shall be accurately formed to the dimensions indicated on the drawings. Bars shall be shipped to the site with bars of the same size and shape, fastened in bundles with securely wired-on metal identification tags listing both size and mark.

E. Any bar showing cracks after bending shall be discarded.

F. Steel failing to meet the requirements of this specification or the drawings will be rejected and shall be removed from the site immediately.

PART 3 - EXECUTION

3.01 STEEL INSTALLATION:

A. Before being placed in position, reinforcement shall be thoroughly cleaned of loose mill and rust scale, dirt, and other coatings (including ice), that reduce or destroy bond. When there is a delay in depositing concrete after reinforcement is in place, bars shall be reinspected and cleaned as necessary.

B. After forms have been oiled, but before concrete is placed, all steel shall be securely wired in the exact position called for, and shall be maintained in that position until all concrete is placed and compacted. Chair bars and supports shall be provided in a number and arrangement satisfactory to the Engineer.

C. Concrete blocks having a minimum bearing area of 2-inches by 2-inches and equal in quality to that specified for the slab, shall be used for supporting reinforcing bars for slabs on grade. Wood blocks, stones, brick chips, etc., shall not be used to support reinforcement.

D. Metal supports shall be of types that will not penetrate the surface of formwork or slab and which will not show through or stain surfaces that are to be exposed to view, painted or unpainted.

E. Welding of reinforcing bars will be permitted only where permission of the Engineer has been obtained in advance. Such welding shall be performed only under conditions established by the Engineer, and in accordance with AWS 12.1.

F. Reinforcement, which is to be exposed for a considerable length of time after having been placed, shall be painted with a heavy coat of cement grout, if required by the Engineer.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers all concrete and all related items necessary to place and finish the concrete work.

1.02 RELATED WORK:

A. Section 02300, EARTHWORK

B. Section 03200, CONCRETE REINFORCEMENT

C. Items furnished under other Sections and installed under this Section include, but are not limited to:

Items embedded in concrete, including anchors, sleeves, floor drains, castings, frames for hatches, angles, nosings, and other miscellaneous metals.

1.03 REFERENCES:

A. The following standards form a part of these specifications:

American Concrete Institute (ACI)

ACI	30l	Structural Concrete for Buildings
ACI	302	Recommended Practice for Concrete Floor and Slab Construction
ACI	304	Recommended Practice for Measuring, Mixing, Transporting, and Replacing Concrete
ACI	305	Recommended Practice for Hot Weather Concreting
ACI	306	Recommended Practice for Cold Weather Concreting
ACI	318	Building Code Requirements for Reinforced Concrete
ACI	347	Recommended Practice for Concrete Formwork

American Society for Testing and Materials (ASTM)

ASTM	C33	Concrete Aggregates
ASTM	C39	Compressive Strength of Cylindrical Concrete Specimens
ASTM	C42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM	C87	Effect of Organic Impurities in Fine Aggregate on Strength of Mortar
ASTM	C94	Ready-Mixed Concrete
ASTM	C143	Standard Method for Slumps of Portland Cement Concrete
ASTM	C150	Portland Cement
ASTM	C171	Sheet Materials for Curing Concrete
ASTM	C231	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM	C260	Air-Entraining Admixtures for Concrete
ASTM	C309	Liquid Membrane-Forming Compounds for Curing Concrete
ASTM	C494	Chemical Admixtures for Concrete
ASTM	D1751	Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
ASTM	D1752	Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

A. Six sets of shop drawings of the materials specified herein shall be submitted to the Engineer for review.

B. Six copies of the statement of materials constituting the design of mixes which satisfy the specified strength for each size aggregate as required by ASTM C94 shall be submitted to the Engineer within one week following award of the contract.

C. Provide one copy of the "Certificate of Delivery" for each load of concrete as it arrives on the site, under the provisions of ASTM C94.

PART 2 - PRODUCTS

2.01 CONCRETE:

A. Concrete conforming to the requirements listed below shall be used where indicated on the drawings. Unless otherwise indicated, or approved by the Engineer, concrete shall be the 4,000 psi mix.

TABLE

Minimum Comp. Strength at 28 days (psi)	Maximum Water/Cement ratio (gallons per bag of cement)*	Cement Factor: 94 lb. Bags per cubic yard minimum**
3000	0.59 (6.9)	5.5
4000	0.48 (5.6)	6.5
5000	0.40 (4.7)	7.4

* Based on air-entrained concrete. If non-air-entrained concrete is called for, the listed maximum water/cement ratios may be increased slightly, as approved by the Engineer. The water is the total water in the mix, including free water on the aggregate.

** These are minimum amounts; increase as necessary to meet mix requirements.

B. Concrete shall conform to ASTM C94. One copy of the Certificate of Delivery required by ASTM C94 shall be delivered to the Engineer immediately upon arrival of each load of concrete at the site. The Contractor shall be responsible for the design of the concrete mixtures.

C. Standard compression tests of all proposed mixes shall be made by the testing laboratory or other satisfactory evidence shall be presented that the design mixes will attain the minimum strengths listed on the design drawings or called for herein, within the limitations of the ACI Code. No concrete shall be delivered to the job site until the Engineer has approved the design mixes.

D. All concrete (unless otherwise directed) shall contain an air-entraining agent. Air entrained concrete shall have an air content by volume of 3 to 6 percent for l-l/2-inch aggregate and 4 to 8 percent for 3/4-inch aggregate. The air content shall be the responsibility of the testing laboratory and in accordance with ASTM C23l.

E. All concrete shall contain a mid-range water reducer to minimize cement and water content of the mix, at the specified slump, in accordance with ASTM C494.

F. Slump for all concrete shall be from 3-inch to 4-inch, except for concrete using a superplasticizer, when the maximum slump shall be 8 inches. Any concrete having a slump greater than 4 inches (8 inches with superplasticizer) shall be promptly removed from the site.

G. No calcium chloride or admixtures containing calcium chloride shall be added to the concrete. No admixture other than those specified shall be used in concrete without the specific written permission of the Engineer in each case.

H. No additional water, except for the amount indicated by the design mix shall be added to the concrete without the prior permission of the Engineer.

2.02 CEMENT:

A. The cement shall be an approved brand of American manufactured Portland Cement, Type II conforming to ASTM Cl50. The brand name and type of cement proposed for use shall be submitted to the Engineer for approval immediately following award of contract. Only one color of cement, all of the same manufacture, shall be used for the work.

B. When the use of high-early-strength Portland cement (Type III) is permitted by the Engineer the same strength requirements shall apply, but the indicated strengths shall be attained in 7 days instead of 28 days.

2.03 ADMIXTURES:

A. Air entraining agent shall be in accordance with ASTM C260.

B. Water reducing agent shall be a mid-range water reducer meeting ASTM C494, Type A.

C. Water reducing agent-retarder shall be in accordance with ASTM C494, Type D.

D. Superplasticizer agent shall be in accordance with ASTM C494, Type F or Type G and contain no more than 0.1% chloride ions. Product may be plant added or field added based on the best application considering distance, temperature and time.

2.04 AGGREGATES:

A. Except as otherwise noted, aggregate shall conform to the requirements of ASTM C33.

B. Fine aggregate shall consist of washed inert natural sand conforming to the requirements of ASTM C33.

C. Coarse aggregate shall consist of well-graded crushed stone or washed gravel conforming to the requirements of ASTM C33.

D. The following designated sizes of aggregate shall be the maximum employed in concrete.

2-inch for mass concrete
1½-inch for reinforced sections 18-inch and over in thickness
3/4-inch for reinforced and un-reinforced sections less than 18-inch thickness.

2.05 WATER:

Water for concrete shall be potable, free from injurious amounts of oil, acid, alkali, organic matter and other deleterious substances.

2.06 NON-METALLIC SHRINKAGE RESISTANT GROUT

A. Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time. The minimum ultimate compressive strength of the grout shall be 5000 psi at 7 days and 7500 psi at 28 days.

2.07 CURING MATERIALS:

A. Curing compound shall be a curing/hardener compound such as Acurion by AntiHydro, Sikaguard Cure/Hard by Sika, Super Diamond Clear by Euclid or approved equal.

B. Curing paper shall be a fiber-reinforced laminated Kraft bituminous product conforming to the requirements of ASTM Cl7l.

2.08 JOINT FILLER:

1. Preformed joint filler strip shall conform to ASTM Dl75l or Dl752, having a thickness as indicated on the drawings.

2. Fillers shall be provided in pieces of the full thickness required. Use of multiple layers of thin pieces to make-up the full thickness will not be permitted.

2.09 JOINT SEALANT:

Joint sealant for construction and control joints shall be a two-part polysulfide base sealant conforming to Thiokol's Building Trade Performance Specification, Class A (self-leveling), Type II (hardness: 35-45 Shore A).

PART 3 - EXECUTION

3.01 GENERAL:

Under no circumstances shall concrete that has set or partially set before placing be used; and no re-tampering of concrete or grout will be permitted.

3.02 PREPARATION:

A. Before placing concrete, forms and the space to be occupied by the concrete shall be thoroughly cleaned, and reinforcing steel and embedded metal shall be free from dirt, oil, mill scale, loose rust, paint or other material which would tend to reduce the bond.

B. Earth, concrete, masonry, or other water-permeable material against which concrete is to be placed shall be thoroughly saturated with water immediately before concrete is placed. No concrete shall be placed until the consolidation of the ground and the arrangement and details of forms and reinforcing have been inspected and approved by the Engineer.

C. When joining fresh concrete to concrete which has attained full set, the latter shall be cleaned by chipping and washing off all dirt and scum and laitance. It then shall be moistened prior to placing new concrete.

D. Concrete surfaces that act as a seat for structural members (other than those resting on grout) shall be troweled to an extremely flat and level surface. If necessary, such surfaces shall be ground off to achieve the required flatness and level.

E. Fill concrete on top of concrete shall be placed in the locations indicated on the drawings or designated by the Engineer. Before fill concrete is placed, the following procedures shall be used to prepare surfaces; all dirt, scum and laitance shall be removed by chipping and washing. The clean, roughened base surface shall be saturated with water, but shall have no free water on the surface. A coat of 1:2 cement-sand grout, approximately 1/8-inch thick, shall be well scrubbed into the thoroughly dampened concrete base. The concrete fill shall be placed immediately, before grout has dried or set. Fill concrete shall be brought to the lines and grades shown on the drawings or approved by the Engineer.

F. Concrete for thrust and anchor blocks shall be placed against undisturbed earth and wooden side forms shall be used to provide satisfactory lines and dimensions. Felt roofing paper shall be placed to protect joints. No concrete shall be placed so as to cover joints, bolts or nuts, or to interfere with the removal of the joints. Minimum bearing areas and dimensions shall be as shown on the drawings.

3.03 MIXING:

A. Concrete shall be ready-mixed, or transit-mixed, as produced by equipment acceptable to the Engineer. No hand-mixing will be permitted. Adding water in controlled amounts during the mixing cycle shall be done only with the express approval of, and under the direction of, the Engineer.

B. Ready-mix or transit-mixed concrete shall be transported to the site in watertight agitator or mixer trucks loaded not in excess of rated capacities for the respective conditions as stated on the nameplate. Discharge at the site shall be within 1-1/2 hours after cement was first introduced into the mix. Central mixed concrete shall be plant-mixed a minimum of 1-1/2 minutes per batch and then shall be truck-mixed or agitated a minimum of 8 minutes. Agitation shall begin immediately after the pre-mixed concrete is placed in the truck and shall continue without interruption until discharge. Transit-mixed concrete shall be mixed at mixing speed for at least 10 minutes immediately after charging the truck, followed by agitation without interruption until discharged.

C. All central plant and rolling stock equipment and methods shall conform to the latest Truck Mixer and Agitator Standards of the Truck Mixer Manufacturers' Bureau of the National Ready-Mixed Concrete Association, as well as ACI 304 and ASTM C94.

D. Attention is called to the importance of dispatching trucks from the batching plant so that they shall arrive at the site of the work just before the concrete is required, thus avoiding excessive mixing of concrete while waiting or delays in placing successive layers of concrete in the forms.

3.04 INSTALLATION/APPLICATION/ERECTION:

A. PLACING:

1. No concrete shall be placed by pumping methods without the prior written approval of the Engineer. Should the Contractor be allowed to place concrete by pumping methods, procedures, mix design of concrete, and all other precautions shall be in accordance with ACI 304.2R and as approved by the Engineer.

2. Concrete shall be placed in alternate areas, as defined by the construction and control joints indicated on the design drawings. A minimum of 3 days shall elapse between placement of adjacent sections.

3. Segregation of the concrete shall be prevented during handling; should any segregation occur, the concrete should be remixed before it is placed. Concrete shall be placed in the forms in horizontal layers not over l to 2 feet thick. Concrete shall not be allowed to drop freely more than 4 feet. If the free drop to the point of placement must exceed 4 feet, the Contractor shall obtain the approval of the Engineer for the proposed method of depositing the concrete. The concrete shall not be required to flow over distances greater than 3 feet in any direction in the forms or on the ground, unless otherwise permitted by the Engineer.

4. Unless otherwise noted, the work begun on any day shall be completed in daylight of the same day.

5. "Cold Joints" are to be avoided, but if they occur, they are to be treated as bonded construction joints.

6. Chutes for conveying concrete shall be of U-shaped design and sized to insure a continuous flow of concrete. Flat (coal) chutes shall not be employed. Chutes shall be metal or metal-lined, and each section shall have approximately the same slope. The slope shall not be less than 25 nor more than 45 degrees and shall be such as to prevent segregation of the ingredients. The discharge end of the chute shall be provided with a baffle plate or spout to prevent segregation. If the discharge end of the chute is more than 5 feet above the surface of the concrete in the forms, a spout shall be used and the lower end maintained as near the surface of deposit as practicable. When the operation is intermittent, the chute shall discharge into a hopper. Chutes shall be thoroughly cleaned before and after each run, and the debris and any water shall be discharged outside the forms. Concrete shall not be allowed to flow horizontally more than 5 feet.

7. Concrete during and immediately after depositing shall be thoroughly compacted by means of suitable tools. Internal type mechanical vibrators shall be employed

to produce the required quality of finish. Vibration shall be done by experienced operators under close supervision and shall be carried on long enough to produce homogeneity and optimum consolidation without permitting segregation of the solid constituents or "pumping" or migration of air. All vibrators shall be supplemented by proper wooden spade puddling adjacent to forms to remove included bubbles and honeycomb. This is essential for the top lifts of walls. All vibrators shall travel at least 10,000 rpm and be of adequate capacity. At least one vibrator shall be used for every 10 cubic yards of concrete per hour. In addition, one spare vibrator in operating condition shall be on the site.

8. Concrete slabs on the ground shall be well-tamped into place and foundation material shall be wet, tamped, and rolled until thoroughly compacted prior to placing concrete.

9. Concrete shall be deposited continuously in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams and planes of weakness within the section. If a section cannot be placed continuously, construction joints may be located at points as provided for in the drawings or approved by the Engineer.

10. Chutes, hoppers, spouts, adjacent work, etc., shall be thoroughly cleaned before and after each run, and the water and debris shall not be discharged inside the form.

B. CONCRETE PLACING DURING COLD WEATHER:

1. Concrete shall not be placed on frozen ground, and no frozen material or material containing ice shall be used. Materials for concrete shall be heated when concrete is mixed, placed, or cured when the mean daily temperature is below 40°F, or is expected to fall to below 40°F, within 72 hours, and the concrete after placing shall be protected by covering, heat, or both. No accelerant shall be used to prevent freezing.

2. The temperature of concrete surfaces shall not be permitted to drop below 50ºF. for at least 7 days after placement of the concrete.

3. All details of Contractor's handling and protecting of concrete during freezing weather shall be subject to the approval and direction of the Engineer. All procedures shall be in accordance with provisions of ACI 306.

C. CONCRETE PLACING DURING HOT WEATHER:

1. Concrete just placed shall be protected from the direct rays of the sun and the forms and reinforcement just prior to placing shall be sprinkled with cold water. The Contractor shall make every effort to minimize delays which will result in excessive mixing of the concrete after arrival on the job.

2. During periods of excessively hot weather (90°F, or above) ingredients in the concrete shall be cooled insofar as possible and cold mixing water shall be used to

maintain the temperature of the concrete at permissible levels all in accordance with the provisions of ACI 305. Any concrete with a temperature above 90°F, when ready for placement will not be acceptable, and will be rejected.

3. Temperature records shall be maintained throughout the period of hot weather giving air temperature, general weather conditions (calm, windy, clear, cloudy, etc.) and relative humidity. The record shall include checks on temperature of concrete as delivered and after placing in forms. Data should be correlated with the progress of the work so that conditions surrounding the construction of any part of the structure can be ascertained.

D. PIPES AND EMBEDDED METALS:

1. Special care shall be taken to bring the concrete into solid contact with pipes and iron work embedded in the walls and floors, particularly underneath and around all pipes where a head of water exists, making watertight joints.

2. In general, such embedded items are not shown on the structural design drawings. Design drawings of the other trades shall be consulted for their location and details.

3. Anchor bolt location, size and details shall be verified with the equipment manufacturers certified drawings before installation.

4. Anchor bolts, reglets, sleeves, edge angles and similar embedded items will be provided, delivered to the site under other Sections of the specification, for installation under this Section.

5. Where edge angles, etc., have nuts welded on to receive machine screws, the threads of the nuts shall be protected from concrete, and the concrete shall be excluded from the space to be occupied by the screw, by the use of wood plugs or other effective means.

6. Inserts required for hanging mechanical and electrical items will be provided and installed in the forms under the mechanical and electrical Sections of the specification.

7. Should the Contractor be allowed to leave openings in the concrete for pipes or ironwork, to await the arrival of items that would delay the prosecution of the work, the openings shall be subject to the approval of the Engineer. Appropriate construction joints shall be provided. In filling any such openings with concrete, a mixture of l: l-l/2: 3 shall be used and a watertight bond shall be secured between the old and new concrete.

8. In bolting miscellaneous items to concrete after the concrete has set, expansion bolts of an approved pattern and type shall be used. The Contractor shall submit to the Engineer, for approval, the types of expansion bolts. Expansion bolts shall not be used until they are approved.

E. CURING:

1. Concrete curing shall be performed as specified in ACI 30l and as stated herein. All curing procedures shall have prior approval of the Engineer.

2. Concrete Floors

   Concrete floors which are to receive paint, concrete fill, mortar setting beds, grout fill, or any other subsequent finish shall be cured by one of the following procedures immediately after completion of placement and finishing:

   a. Ponding or continuous sprinkling.

   b. Application of absorptive mats or fabric kept continuously wet.

   c. Application of sand kept continuously wet.

   d. Application of waterproof sheet materials conforming to ASTM Cl7l.

   e. Application of curing compounds conforming to ASTM C309, if it can be demonstrated to the Engineer's satisfaction that the compound is applicable and that it will not prevent bonding of the subsequent finish to be received. Compound shall be placed at a rate of 200 square feet per gallon, in two applications perpendicular to each other.

3. Curing procedure shall be continued for at least 7 days.

   a. Moisture loss from surface placed against metal or wood forms shall be minimized by keeping forms wet until removal.

   b. Curing shall be continued for at least 7 days. When forms are removed during the curing period, surfaces shall be cured by spraying or by the use of a curing compound as previously specified.

   c. Surfaces shall be protected from traffic or damage until surfaces have hardened sufficiently. If necessary, 1/2-inch thick plywood sheets shall be used to protect the exposed surface.

F. BRACING AND SUPPORTS:

1. All concrete members shall be adequately and safely supported and braced until the permanent supports and braces are installed.

2. Backfilling against exterior walls shall not be done until supporting slabs are in place and have attained 70 percent of design strength, otherwise walls shall be braced against earth lateral pressure, using a system approved by the Engineer.

3. Backfilling against retaining walls shall not commence until the wall concrete has reached its 28 day strength.

G. REMOVING FORMS AND SUPPORTS:

1. Removal of forms shall take place in accordance with ACI 347, Section 3.6. Except as otherwise specifically authorized by the Engineer, forms shall not be removed until the concrete has aged for the following number of day-degrees or attained 50 percent strength. (Day-degrees equals the total of number of days times the average daily air temperature at the surface of concrete. For example, 5 days at a daily average temperature of 60°F. equals 300 day-degrees.)

Location	Day-Degrees
Beams and Slabs	500
Walls and Vertical Surfaces	200

2. Shores under beams and slabs shall not be removed until the concrete has attained at least 70 percent of the specified cylinder strength and also sufficient strength to support safely its own weight and the construction loads upon it.

H. PATCHING:

1. Defective concrete and honeycombed areas as determined by the Engineer shall be chipped down reasonably square and at least one-inch deep to sound concrete by means of hand chisels or pneumatic chipping hammers. Irregular voids or surface stones need not be removed if they are sound, free of laitance, and firmly imbedded in the parent concrete, subject to Engineer's final inspection. If honeycomb exists around reinforcement, chip to provide a clear space at least 1-inch wide all around the steel. For areas less than 1-1/2 inches deep, the patch may be made following the procedure for filling form tie holes, described in the subsection below, using adequately dry (non-trowelable) mixtures to avoid sagging. Thicker repairs will require build-up in 1-inch layers on successive days. Unless otherwise indicated, thicker repairs shall be made with Vertipatch mortar mixture blended with Acryl-Set, both by Master Builders, Inc., Cleveland, Ohio, or approved equal.

2. For concrete areas exposed to serious abrasion and/or impact forces, the Engineer may order the use of grout with a non-shrink metallic aggregate (Embeco by Master Builders, Inc.; Ironite by Fox Industries, Madison, IL; or approved equal) as an additive in the proportions listed below:

	Small Patches		Large Formed Patches	
Material	Volumes	Weights	Volumes	Weights
Cement	1.0	1.0	1.0	1.0
Metal Aggregate	0.15	0.25	0.2	0.33
Sand	1.5	1.5	1.5	1.0

Pea Gravel	--	--	1.5	1.5

I. FINISHING OF FORMED SURFACES:

1. All concrete which is to be left exposed to view shall be scraped to remove projecting imperfections left by voids in the forms.

2. In addition to scraping, exterior exposed concrete shall be covered with a cement-base plaster mix. The mix shall consist of Thoroseal Plastic Mix and Acryl 60, as manufactured by Standard Drywall Products, Miami, FL, or approved equal. It shall be mixed and applied in accordance with the manufacturer's recommendations.

3. To permit satisfactory finishing, forms shall be removed from the vertical faces of the concrete as early as is possible without damaging the surface. Immediately after stripping forms, any fins or projections left by the forms shall be chipped off, and the surfaces rubbed smooth.

4. Form tie holes and other voids and faults shall be patched. Voids shall be cleaned out, roughened, thoroughly wetted, coated with neat cement paste, and filled with mortar of cement and sand in the same proportions, materials, and color as used in the concrete. The surface of the patch shall be flush with the surrounding surface after finishing operations are complete. Surface shall be kept continuously damp until patches are firm enough to be rubbed without damage.

5. Rubbing shall be performed while the surface is wet using a carborundum or cement sand brick, to achieve a smooth uniform, even textured finish. Patched and chipped areas shall be blended to match as closely as possible the appearance of the rest of the surface. No cement wash or plastering will be permitted, and no mortar shall be used except as required above.

6. Where finishing is performed before the end of the curing period, concrete shall under no circumstances be permitted to dry out, and shall be kept continuously moist from time of placing until end of curing period, or until curing membrane is applied.

J. CONCRETE FLOOR FINISHING REQUIREMENTS:

1. Unless designated otherwise, concrete floors shall have a troweled finish as specified in Section ll.7 of ACI 30l. Troweled finishes shall conform to the requirements of "Class A Tolerances," Section ll.9 as specified in ACI 30l.

K. TESTING:

1. The Contractor shall provide all field testing and inspection services, and shall pay for all such services. The Engineer shall approve the testing laboratory and shall inform the Contractor when samples are to be taken for testing. The

Contractor shall forward all test results to the Engineer as soon as they are available.

a. The Testing Laboratory shall conform to the requirements of ASTM E-329 as modified in 780 CMR R1 in the State Building Code. They shall be licensed by the State Board of Building Regulations and Standards.

2. At least one slump test shall be performed from each truck load of concrete. The sample for slump shall be taken from the middle third of a truck load. Air content tests shall be made at the discretion of the Engineer. If the measured slump or air content falls outside the specified limits, a check test shall be made immediately on another portion of the same sample. In the event of a second failure, the concrete shall be considered to have failed the requirements of the specification and shall be immediately removed from the jobsite to be discarded.

3. The Contractor shall advise the Engineer of his readiness to proceed with concrete placement at least one working day prior to each placement. The Engineer will inspect the preparations for concrete, including the preparation of previously placed concrete, the reinforcing, and the alignment and tightness of formwork. No placement shall be made without the prior approval of the Engineer.

4. A minimum of four standard compression test cylinders shall be made and tested for each 100 cubic yards or fraction thereof for each type and design strength of concrete from each day's placement of concrete. One cylinder shall be tested at 7 days and two cylinders at 28 days. The fourth cylinder from each set shall be kept until the 28 day test report on the second and third cylinders in the same set has been received. The Engineer reserves the right to require test cylinders to be made for each truckload of concrete if the nature of the project or project experience indicates such additional tests are required for proper control of concrete quality; such tests will be at the Owner’s expense.

5. The strength level shall be considered satisfactory so long as the averages of all sets of three consecutive strength test results equal or exceed the specified strength f'c, and no individual strength test (average of two cylinders) result falls below the specified strength f'c by more than 500 psi.

6. In the event the average compressive strength of the two 28 day cylinders do not achieve the required level, the Engineer may elect to test the fourth cylinder immediately or test it after 56 days.

L. FAILURE TO MEET REQUIREMENTS:

1. The Engineer shall have the right to reject concrete represented by low strength tests or to agree to further testing of the concrete. Rejected concrete shall be promptly removed and replaced with concrete conforming to the specification. The decision of the Engineer as to whether substandard concrete is to be accepted or rejected or additional tests shall be conducted shall be final. All direct and indirect costs associated with further curing and testing of the concrete shall be at the Contractor's expense. All costs associated with removing rejected concrete,

placing new concrete, and conducting tests on new concrete shall be at the Contractor's expense.

2. If the Engineer agrees to consider further curing and/or testing of the concrete before making a final decision, the Contractor shall submit a detailed plan to the Engineer, including proposed criteria for acceptance of the concrete. The plan may include additional curing of the concrete, drilling and testing of cores, load testing of the structure, or a combination.

3. If additional curing is permitted before further inspection and testing, the Contractor shall provide any necessary materials and labor to further cure the suspect concrete.

4. If drilling and testing of cores is permitted, the Contractor shall be responsible for obtaining the cores, including provision of ladders, scaffolding, and such incidental equipment as may be required. If additional curing is permitted, cores shall be drilled after the curing period, and shall be in accordance with ASTM Methods C39 and C42. The Contractor shall repair all core holes to the satisfaction of the Engineer.

5. The burden of proof, including, but not limited to the work of cutting and testing the cores, inspection, evaluation, engineering, repair of the holes, or removal and replacement of the concrete in question, and all associated costs therefor, shall be at the expense of the Contractor.

6. If load testing of the concrete is permitted, and if not otherwise indicated, slabs or beams under load test shall be loaded with their own weights plus a superimposed load of 2 times the design live load. The load shall be applied uniformly over the portion being tested in the approved manner and left in position for 24 hours. The structure shall be considered satisfactory if deflection "D" in feet, at end of 24-hour period, does not exceed the following value:

   D equals 0.001 (L x L)/t

   in which "L" is span in feet, "t" is depth of slab, or beam in inches. If deflection exceeds "D" in the above formula, the concrete shall be considered faulty unless within 24 hours after removal of the load, the slab, or beam under test recovers at least 75 percent of the observed deflection.

7. If the suspect concrete still fails to meet specification requirements, the Engineer shall have the right to reject the concrete, have it removed and replaced, in accordance with paragraph 5 above, or to require mechanical strengthening of the concrete to satisfy project requirements. The Contractor shall submit a removal and replacement plan for review by the Engineer.

END OF SECTION

SECTION 03360

INTEGRALLY COLORED CONCRETE

PART 1 - GENERAL

1.01 SUMMARY:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to Work of this Section.

B. Section Includes:

1. Integrally colored concrete pavement.
2. Curing of integrally colored concrete.

C. Related Sections:

1. Division 3 Section "Cast-In-Place Concrete" for general applications of concrete and coordination of sample submittal and color selection.
2. Division 7 Section "Joint Sealants" for colored sealant for joints.

1.02 REFERENCES:

A. American Concrete Institute (ACI):

1. ACI 301 "Specification for Structural Concrete."
2. ACI 302 IR "Recommended Practice for Concrete Floor and Slab Construction."
3. ACI 303.1 "Standard Specification for Cast-In-Place Architectural Concrete."
4. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing of Concrete."
5. ACI 305R "Recommended Practice for Hot Weather Concreting."
6. ACI 306R "Recommended Practice for Cold Weather Concreting."

B. American Society for Testing and Materials (ASTM):

1. ASTM C309 "Liquid Membrane-Forming Compounds for Curing Concrete."
2. ASTM C494 "Standard Specification for Chemical Admixtures for Concrete."
3. ASTM C979 "Standard Specification for Pigments for Integrally Colored Concrete."

C. American Association of State Highway and Transportation Officials (AASHTO):

1. AASHTO M194 "Chemical Admixtures."

D. Portland Cement Association

1. PCA PA124 - Finishing Concrete Slabs with Color and Texture.
2. PCA SP021 - Color and Texture in Architectural Concrete.

1.03 SUBMITTALS:

A. Product Data: Submit manufacturer's complete technical data sheets for the following:

1. Colored admixture.
2. Curing compound.

B. Design Mixes: For each type of integrally colored concrete.

C. Samples for Initial Selection: Manufacturer's color charts showing full range of colors available.

D. Qualification Data: For firms indicated in "Quality Assurance" Article, including list of completed projects.

1.04 QUALITY ASSURANCE:

A. Manufacturer Qualifications: Manufacturer with 10-years of experience in the production of specified products.

B. Installer Qualifications: An installer with 5 years of experience with work of similar scope and quality.

C. Comply with the requirements of ACI 301.

D. Obtain each specified material from same source and maintain high degree of consistency in workmanship throughout Project.

E. Notification of manufacturer's authorized representative shall be given at least 1-week before start of Work.

F. Integrally Colored Concrete Mockups:

1. Provide under provisions of Division 1 Section "Quality Control."
2. At location on Project selected by Landscape Architect, place and finish 10 feet by 10 feet area.
3. For accurate color, the quantity of concrete mixed to produce the sample should not be less than 3 cubic yards or not less than 1/3 the capacity of the

mixing drum on the ready-mix truck and should always be in full cubic yard increments. Excess material shall be discarded according to local regulations.

4. Construct mockup using processes and techniques intended for use on permanent work, including curing procedures. Include samples of control, construction, and expansion joints in sample panels. Mockup shall be produced by the individual workers who will perform the work for the Project.
5. Retain samples of cements, sands, aggregates and color additives used in mockup for comparison with materials used in remaining work.
6. Accepted mockup provides visual standard for work of Section.
7. Mockup shall remain through completion of work for use as a quality standard for finished work.
8. Remove mockup when directed.

1.05 DELIVERY, STORAGE AND HANDLING:

A. Colored Admixture: Comply with manufacturer's instructions. Deliver colored admixtures in original, unopened packaging. Store in dry conditions.

1.06 PROJECT CONDITIONS:

A. Integrally Colored Concrete Environmental Requirements:

1. Schedule placement to minimize exposure to wind and hot sun before curing materials are applied.
2. Avoid placing concrete if rain, snow, or frost is forecast within 24-hours. Protect fresh concrete from moisture and freezing.
3. Comply with professional practices described in ACI 305R and ACI 306R.

B. Schedule delivery of concrete to provide consistent mix times from batching until discharge. Mix times shall meet manufacturer’s written recommendations.

1.07 PRE-JOB CONFERENCE:

A. One week prior to placement of integrally colored concrete a meeting will be held to discuss the Project and application materials.

B. It is suggested that the Landscape Architect, Engineer, General Contractor, Construction Manager, Subcontractor, Ready-Mix Concrete Representative, and a Manufacturer's Representative be present.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURER:

A. L. M. Scofield Company, Douglasville, Georgia and Los Angeles, California

1. Phone (800) 800-9900 or
2. Local contact: John Glover telephone number (508) 353-0709

B. Davis Colors 3700 East Olympic Blvd, Los Angeles, CA 90023
Phone: 800-356-4848 or 323-269-7311.

C. Butterfield Color: 625 West Illinois Avenue, Aurora, IL 60506
Phone: (800) 282-3388

2.02 MATERIALS:

A. Colored Admixture for Integrally Colored Concrete:

1. Chromix P® Admixture and Chromix ML®; L. M. Scofield Company;
2. Davis Colors – Powder Pigment or Mix Ready.
3. Butterfield Color: Uni-Mix® Integral Concrete Colorant.
4. Admixture shall be a colored, water-reducing, admixture containing no calcium chloride with coloring agents that are limeproof and ultra-violet resistant.
5. Colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194.

B. Curing Compound for Integrally Colored Concrete: Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete.

1. Exterior Integrally Colored Concrete: Lithochrome® Colorwax; L. M. Scofield Company. Use to cure exterior flatwork that will be allowed to cure naturally with only occasional maintenance.
2. Curing Compound for Flatwork: Davis Colors [W-1000 Clear Cure & Seal] [Color Seal II, tinted to match integrally colored concrete]; complying with ASTM C309 and designed for use on integrally colored concrete.
3. Butterfield Curing & Sealing compound: Clear Guard® Cure and Seal
4. Moist Curing Blankets: Disposable curing blankets specially designed for use on colored or decorative concrete and to keep surface of concrete moist for seven days.

C. Curing and Sealing Compound: Cureseal-W™ Semi-gloss; L. M. Scofield Company. Curing and sealing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete.

D. Substitutions: The use of products other than those specified will be considered providing that the Contractor requests its use in writing within 14-days prior to bid date. This request shall be accompanied by the following:

1. A certificate of compliance from material manufacturer stating that proposed products meet or exceed requirements of this Section, including standards ACI 303.1, ASTM C979, ASTM C494 and AASHTO M194.
2. Documented proof that proposed materials have a 10-year proven record of performance, confirmed by at least 5 local projects that Landscape Architect can examine.

2.03 COLORS:

A. Concrete Color[s]:

1. Cement: Color shall be gray or white.
2. Sand: Color shall [be locally available natural sand or be manufactured white sand to match Landscape Architect's sample.
3. Aggregate: Concrete producer's standard aggregate complying with specifications
4. Colored Admixture: As selected by Landscape Architect from manufacturer’s Color Chart.

B. Curing Compound: Color to match integrally colored concrete.

2.04 CONCRETE MIX DESIGN:

A. Provide cement content required to achieve 4,000 psi concrete strength.

1. Refer to SECTION 03301 CAST IN PLACE CONCRETE.

B. Slump of concrete shall be consistent throughout Project at 4-inches or less. At no time shall slump exceed 5-inches.

C. Do not add calcium chloride to mix as it causes mottling and surface discoloration.

D. Supplemental admixtures shall not be used unless approved by manufacturer.

E. Do not add water to the mix in the field.

F. Add colored admixture to concrete mix according to manufacturer's written instructions.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Install concrete according to requirements of Division 3 Section "Cast-In-Place Concrete."

B. Do not add water to concrete mix in the field.

C. Surfaces shall be finished uniformly with the following finish as required by Landscape Architect:

1. Broomed: Pull broom across freshly floated concrete to produce medium texture in straight lines perpendicular to main line of traffic. Do not dampen brooms.
2. Swirl: Float concrete. Work float flat on surface using pressure in swirling manner to produce series of uniform arcs and twists. Use aluminum or magnesium float to produce medium texture.
3. Trowel: Precautions should be taken to ensure that the surface is uniformly troweled so that it will not be slippery. Do not over-trowel or burnish the surface.

3.02 CURING:

A. Integrally Colored Concrete: Apply curing and sealing compound for integrally colored concrete according to manufacturer's instructions using manufacturer's recommended application techniques. Apply curing and sealing compound at consistent time for each pour to maintain close color consistency.

B. Curing compound shall be same color as the colored concrete and supplied by same manufacturer of the colored admixture.

C. Precautions shall be taken in hot weather to prevent plastic cracking resulting from excessively rapid drying at surface as described in CIP 5 *Plastic Shrinkage Cracking* published by the National Ready Mixed Concrete Association.

D. Do not cover concrete with plastic sheeting.

3.03 TOLERANCES:

A. Minor variations in appearance of integrally colored concrete, which are similar to natural variations in color and appearance of uncolored concrete, are acceptable.

END OF SECTION

SECTION 16010

ELECTRICAL WORK - GENERAL PROVISIONS

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. The work covered by this section of the specifications consists of furnishing all labor, equipment, appliances, materials and incidentals in connection with the installation of the complete electrical systems as herein specified and as shown on the drawings.

B. It is not the intent that the drawings shall show every junction box, conduit, wire, fitting, device, accessory, etc., but the Contractor shall be required to furnish without additional expense all transportation, labor and materials necessary to complete the electrical systems in accordance with the best practice of the trade.

C. Unless otherwise specified, materials of the same classifications, used for the same purpose shall be the product of the same manufacturer.

D. The work shall include furnishing and installing the following items:

1. Underground Primary and Secondary Services
2. Grounding System
3. Panelboards
4. Raceways
5. Feeder and Branch Circuit Conductors
6. Solderless Lugs and Connectors
7. Lighting fixtures
8. Power pedestals
9. Electric cabinets
10. Conduit and wire for equipment and controls furnished under other divisions of the specifications, when shown on the electrical plans.

E. Electric Service and Metering

The power company serving this project is Eversource.

1. Secondary conduit wiring and metering will be by the Contractor.

2. Arrangements shall be made with the power company for obtaining service. All cost for overhead line extensions and work required for these services including metering cost shall be obtained from the power company. The Contractor shall include in his bid and shall pay this money to the power company. All work involving the service and metering shall be as approved by the power company.

F. Interpretation of Drawings

1. The Drawings are diagrammatic only and are not intended to show exact locations of outlets and conduit runs.

2. All three-phase circuits shall be run in separate conduits unless otherwise shown on the Drawings.

3. The Contractor shall verify with the Engineer the exact locations and mounting heights of lighting fixtures, switches and receptacles prior to installation.

4. Any work installed contrary to Contract Documents, or without approval by the Engineer, shall be changed or replaced as required by the Engineer and no extra compensation will be allowed the Contractor for making these changes.

5. The locations of equipment, fixtures, and similar devices shown on the Drawings are approximate only. Exact locations shall be as approved by the Engineer during construction. The Contractor shall obtain in the field all information relevant to the placing of electrical work and in case of any interference with other work, shall proceed as required by the Engineer and shall furnish all labor and materials necessary to complete the work in an approved manner.

6. Surface mounted panel boxes, junction boxes, conduit, etc., shall be supported by spacers to provide a clearance between wall and equipment.

7. The number of conductors shown on the Drawings are not necessarily the correct number required. As many conductors as are required in each case shall be installed.

8. Unless otherwise specified, all conduits, wires, and cables and the support systems for the conduits and cables that are required to make the electrical connections to equipment shall be furnished and installed. All connections to equipment shall be made as shown, specified, and required and in accordance with the approved shop and setting drawings.

9. The Contractor shall verify, in the field, all measurements necessary for his work and shall assume responsibility for their accuracy.

1.02 LOCAL CONDITIONS:

A. Before submitting proposals, the Contractor is expected to inspect the site and survey the conditions to be encountered in the performance of the work. Failure to familiarize himself with the conditions shall not relieve the Contractor's responsibility for full completion of the work in accordance with the provisions of the Contract.

1.03 PERMITS AND INSPECTION:

A. Permits, fees and notices shall be in accordance with the General Conditions.

B. All work shall meet or exceed the latest requirements of all national, state, county, municipal and other authorities exercising jurisdiction over electrical construction at this project.

C. All required permit and inspection certificates shall be obtained, paid for, and given to the Owner at the completion of the work.

1.04 CODES AND STANDARDS:

A. Unless indicated or specified otherwise, materials and workmanship shall conform with the latest editions of the following codes, standards and specifications.

1. Massachusetts Electrical Code

2. National Bureau of Standards Handbook H-30 National Electrical Safety Code

3. State and Local Codes, and all other authorities having jurisdiction

4. Underwriter's Laboratories, Inc. (UL)

5. American National Standards Institute, Inc.

6. Institute of Electrical and Electronic Engineers (IEEE)

7. National Electrical Manufacturers Association (NEMA)

8. National Board of Fire Underwriters

9. International Municipal Signal Association (IMSA)

10. Insulated Power Cable Engineers Associated Specifications

11. American Society for Testing Materials Specifications

1.05 REVIEW OF MATERIALS:

A. Material and Equipment Schedules. As soon as practicable and within thirty days after the date of notice to proceed and before commencement of installation of any materials or equipment, the Contractor shall submit to the Engineer six (6) complete Brochures for approval of materials, fixtures, and equipment to be incorporated in the work. The list shall include manufacturer's name, catalog numbers, cuts, diagrams, drawings, and such other descriptive data as may be required. No consideration will be given to a partial submittal from time to time. Approval of materials will be based on manufacturer's published ratings. Any materials, fixtures and equipment listed that are not in accordance with the specification requirements will be rejected.

B. Substitutions: Substitution of material or equipment shall be in accordance with the General Conditions.

C. Shop Drawings. Shop drawings shall be submitted to the Engineer for review in accordance with Division 1. Shop drawings shall be submitted for, but not limited to the following:

1. Panelboards

2. Wire and Cable

3. Hangers and Supports

4. Raceways

5. Lighting fixtures

6. Cabinets

D. Submit the following information with all equipment shop drawings.

1. Manufacturer's certified scale drawings, cuts, or catalogs, including installation details and manufacturer's name.

2. Manufacturer's specifications, including certified performance characteristics and capacity ratings.

3. Electrical wiring diagrams and controls, where applicable.

4. Certificate of compliance with Code, where applicable.

5. Detail of all conduit stub-up with conduit size and dimensions from columns or walls.

E. Equipment shop drawings and wiring diagrams must be prepared specifically for this installation. Standard factory wiring diagrams with a revision marked in ink for this installation will be accepted.

F. All control and wiring diagrams shall be complete with the following description:

1. Sequence of operation

2. Sequence of interlocking

3. Operation of alarms

4. Legend

5. Wiring Numbers

G. All equipment shop drawings shall be properly identified and indicate the Article number of the specifications or the Drawing number which applies to the submitted item.

H. Shop drawings for the items listed above shall be submitted for approval in accordance with the preceding paragraphs. The Engineer, however, reserves the right to require submittal of shop drawings on any other material or equipment to be installed under this Section not specifically listed above.

1.06 MINOR DEVIATIONS:

A. The work as shown on the drawings is diagrammatic and is intended to show the work included and the arrangement of the various systems.

B. It is not intended that the accompanying plans and specifications cover every detail of the required installation. Furnish and install equipment, materials and

labor as shown or specified, as are usually furnished, or as are needed to make a complete and satisfactory operating installation, whether mentioned or not, omitting only those items which are specifically excluded.

C. Locations and mounting heights of equipment and/or devices as shown are approximately correct. The Engineer reserves the right to relocate any equipment or device prior to actual installation at no extra cost to the Owner.

D. No deviation from layout shall be made without written approval from the Engineer.

1.07 TEMPORARY LIGHT AND POWER:

A. The Contractor shall provide temporary light and power and pay all energy charges as described in Division 1.

1.08 ELECTRICAL REFERENCE SYMBOLS:

A. Symbols shown on the drawings shall approximate location of fixtures, outlet boxes, and conduit runs, and other equipment, unless otherwise detailed. The exact location shall be governed by structural conditions and obstructions. This is not to be construed to permit redesigning systems. Locate and install all boxes and equipment where they will be readily accessible.

1.09 PHASE IDENTIFICATION:

A. The entire system of wiring shall be phased by color code as follows:

1. Wires No. 6 AWG and smaller shall have a continuous colored outer covering.

2. Wires larger than No. 6 AWG shall be identified at all points of termination by gummed tape, plastic tape, etc., applied to the wire.

3. Bus bars in panelboards shall be properly identified by color as herein specified.

4. Code colors for 277/480 volt systems shall be:

a. Phase A – Black

b. Phase B – Orange

c. Phase C - Yellow

5. Code colors for 120/208 volt systems shall be:

   a. Phase A - Black

   b. Phase B - Red

   c. Phase C - Blue

6. Neutral wires shall be white or grey.

7. Equipment ground wires shall be green.

8. The same colors shall be used for the same phases throughout the entire project.

1.10 PROTECTION AND CLEANING OF EQUIPMENT:

A. All electrical equipment, upon receipt, shall be adequately stored and protected from damage.

B. After installation, all electrical equipment shall be protected to prevent damage during the construction period. Openings in conduits and boxes shall be closed to prevent entrance of foreign materials.

C. The interior of boxes and cabinets shall be left clean. Exposed surfaces shall be cleaned and plate surfaces polished.

1.11 OPERATION AND MAINTENANCE MANUALS:

A. The Contractor shall furnish the Owner with three (3) copies of complete operating and maintenance manuals. Manuals shall include all equipment, maintenance instruction, parts list, warranties, schematic diagrams of control systems, and lubrication charts.

B. Manuals shall contain only that information which specifically applies to this project, and all unrelated material shall be deleted. During the instruction period, herein specified, this manual shall be used and explained. Each copy of manual shall be clearly indexed and include a directory of all subcontractors and maintenance contractors, indicate the area of their responsibility, and list the name and telephone numbers of the responsible member of each organization. This material shall have a clear plastic protective shield over each sheet of data.

C. Each manual shall be bound in an expandable plastic covered hard bound binder. Binders shall be three post type. The manual's front cover and side cover shall be

stamped "Operation and Maintenance Manual -- Electrical Systems" along with the project title.

1.12 OPERATING AND MAINTENANCE INSTRUCTIONS:

A. A competent Engineer shall be provided by the Contractor to instruct operating personnel in the operation and maintenance of equipment and systems.

1.13 SPARE PARTS DATA:

A. The Contractor shall furnish a complete list of recommended spare parts and supplies for the equipment furnished with current unit prices and source of supply.

1.14 TESTS:

A. The Electrical Subcontractor shall perform all tests at the completion of the work and the results furnished to the Owner and Engineer in writing. Tests shall include, but not be limited to: all systems test free of shorts or grounds, proper neutral connections, ground system resistance, secondary voltages at main distribution panel, power panels and lighting panels.

B. Upon completion of all work, the Electrical Subcontractor shall furnish, in duplicate, certificates of inspections from all inspectors and authorities having jurisdiction, notarized letters from the manufacturers stating that authorized Factory Engineers or agents have inspected and tested the installation of their respective systems and found same to be in satisfactory operating condition.

C. Furnish all labor, material, instruments, supplies and services and bear all costs for the accomplishment of the tests.

1.15 GUARANTEE:

A. The Contractor shall guarantee equipment and performance of the installation and equipment in accordance with the GENERAL CONDITIONS.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. The materials used in all systems shall be new, unused and as hereinafter specified. All materials where not specified shall be of the very best of their respective kinds. Samples of materials or manufacturer's specification shall be submitted for approval as required by the Engineer.

B. Materials and equipment used shall be U.L. listed wherever such approved materials and equipment is available.

C. Electrical equipment shall at all times during construction be adequately protected against mechanical injury or damage by water. If any apparatus has been damaged, such damage shall be repaired by the Contractor at his cost and expense. If any apparatus has been subject to possible damage by water, it shall be thoroughly dried out and put through such special tests as required by the Engineer, at the cost and expense of the Contractor, or shall be replaced by the Contractor at his own expense.

PART 3 EXECUTION

3.01 INSTALLATION

A. All work shall be executed in full accordance with the National Electrical Code and local rulings. Should any work be performed contrary to said rulings, ordinances and regulations, this Contractor shall bear full responsibility for such violations and assume all costs arising therefrom.

B. Load Balance. Check the load balance on the phases of the various systems and reconnect where necessary as approved by the Engineer to provide equal division of the loads between the phases of the various systems.

C. Before starting the work, confer with all other trades relative to the location of pipes, and apparatus or fixtures to be installed by them and select locations for the work which will avoid possible conflicts with the work of other trades involved. All differences or conflicting conditions concerning the work shall be called to the attention of the Engineer for adjustment before starting work. For such work performed or materials installed in violation of the above clause the work shall be readjusted to the complete satisfaction of the Engineer at the sole expense of the Electrical Subcontractor.

D. Cleanup

1. This Contractor shall cooperate with other workmen and with the General Contractor in the daily removal of debris from the work site.

2. This Contractor shall leave "broom clean" all areas where he has interrupted or completed his work.

3. He shall cooperate with the General Contractor in good housekeeping procedures.

4. At the completion of his work, prior to the final inspection, this Contractor shall clean all devices, plates, fixtures, glassware, switches, cabinets, exposed conduits, fittings, etc. and shall have the premises in a thoroughly clean condition.

END OF SECTION

SECTION 16050

BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes the following:

1. Raceways.
2. Building wire and connectors.
3. Supporting devices for electrical components.
4. Electrical identification.
5. Electricity-metering components.
6. Concrete equipment bases.
7. Cutting and patching for electrical construction.
8. Touchup painting.

1.03 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. FMC: Flexible metal conduit.

C. IMC: Intermediate metal conduit.

D. LFMC: Liquidtight flexible metal conduit.

E. RNC: Rigid nonmetallic conduit.

1.04 SUBMITTALS

A. Product Data: For electricity-metering equipment.

B. Shop Drawings: Dimensioned plans and sections or elevation layouts of electricity-metering equipment.

C. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.05 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

1.06 COORDINATION

A. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work.

B. Coordinate electrical service connections to components furnished by utility companies.

1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components.
2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.

C. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

PART 2 - PRODUCTS

2.01 RACEWAYS

A. EMT: ANSI C80.3, zinc-coated steel, with set-screw or compression fittings.

B. FMC: Zinc-coated steel.

C. IMC: ANSI C80.6, zinc-coated steel, with threaded fittings.

D. LFMC: Zinc-coated steel with sunlight-resistant and mineral-oil-resistant plastic jacket.

E. RNC: NEMA TC 2, Schedule 40 PVC, with NEMA TC3 fittings.

F. RSC: Galvanized rigid steel

G. Raceway Fittings: Specifically designed for the raceway type with which used.

2.02 CONDUCTORS

A. Conductors, No. 10 AWG and Smaller: Solid or stranded copper.

B. Conductors, Larger Than No. 10 AWG: Stranded copper.

C. Insulation: Thermoplastic, rated at 75 deg C minimum.

D. Wire Connectors and Splices: Units of size, ampacity rating, material, type, and class suitable for service indicated.

2.03 SUPPORTING DEVICES

A. Material: Cold-formed steel, with corrosion-resistant coating acceptable to authorities having jurisdiction.

B. Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel.

C. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.

D. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.

E. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for non-armored electrical cables in riser conduits. Plugs have number and size of conductor gripping holes as required to suit individual risers. Body constructed of malleable-iron casting with hot-dip galvanized finish.

F. Expansion Anchors: Carbon-steel wedge or sleeve type.

G. Toggle Bolts: All-steel springhead type.

H. Powder-Driven Threaded Studs: Heat-treated steel.

2.04 ELECTRICAL IDENTIFICATION

A. Identification Devices: A single type of identification product for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, and these Specifications.

B. Raceway and Cable Labels: Comply with ANSI A13.1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway and cable size.

1. Type: Pre-tensioned, wraparound plastic sleeves. Flexible, preprinted, color-coded, acrylic band sized to suit the diameter of the item it identifies.
2. Type: Preprinted, flexible, self-adhesive, vinyl. Legend is over laminated with a clear, weather- and chemical-resistant coating.
3. Color: Black letters on orange background.

4. Legend: Indicates voltage.

C. Colored Adhesive Marking Tape for Raceways, Wires, and Cables: Self-adhesive vinyl tape, not less than 1 inch wide by 3 mils thick.

D. Underground Warning Tape: Permanent, bright-colored, continuous-printed, vinyl tape with the following features:

1. Not less than 6 inches wide by 4 mils thick.
2. Compounded for permanent direct-burial service.
3. Embedded continuous metallic strip or core.
4. Printed legend that indicates type of underground line.

E. Tape Markers for Wire: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.

F. Color-Coding Cable Ties: Type 6/6 nylon, self-locking type. Colors to suit coding scheme.

G. Engraved-Plastic Labels, Signs, and Instruction Plates: Engraving stock, melamine plastic laminate punched or drilled for mechanical fasteners 1/16-inch minimum thickness for signs up to 20 sq. in. and 1/8-inch minimum thickness for larger sizes. Engraved legend in black letters on white background.

H. Exterior Warning and Caution Signs: Comply with 29 CFR, Chapter XVII, Part 1910.145. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch, galvanized-steel backing, with colors, legend, and size appropriate to the application. 1/4-inch grommets in corners for mounting.

I. Fasteners for Nameplates and Signs: Self-tapping, stainless-steel screws or No. 10/32 stainless-steel machine screws with nuts and flat and lock washers.

2.05 EQUIPMENT FOR UTILITY COMPANY'S ELECTRICITY METERING

A. Current-Transformer Cabinets: Comply with requirements of electrical power utility company.

B. Meter Sockets: Comply with requirements of electrical power utility company.

2.06 CONCRETE BASES

A. Concrete Forms and Reinforcement Materials: As specified in Division 3 Section "Cast-in-Place Concrete."

B. Concrete: 3000-psi, 28-day compressive strength as specified in Division 3 Section "Cast-in-Place Concrete."

2.07 TOUCHUP PAINT

A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.

B. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

PART 3 - EXECUTION

3.01 ELECTRICAL EQUIPMENT INSTALLATION

A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.

B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.

C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.

D. Right of Way: Give to raceways and piping systems installed at a required slope.

3.02 RACEWAY APPLICATION

A. Use the following raceways for outdoor installations:

1. Underground, Single Run: RNC.
2. Underground, Grouped: RNC.
3. Connection to Vibrating Equipment: LFMC.
4. Boxes and Enclosures: NEMA 250, Type 3R or Type 4.

B. Use the following raceways for indoor installations:

1. Damp or Wet Locations: RSC.
2. Boxes and Enclosures: NEMA 250, Type 1, unless otherwise indicated.

3.03 RACEWAY AND CABLE INSTALLATION

A. Use temporary raceway caps to prevent foreign matter from entering.

B. Make conduit bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.

C. Use raceway and cable fittings compatible with raceways and cables and suitable for use and location.

D. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of the pull wire.

E. Connect motors and equipment subject to vibration, noise transmission, or movement with a maximum of 72-inch flexible conduit. Install LFMC in wet or damp locations. Install separate ground conductor across flexible connections.

3.04 WIRING METHODS FOR POWER, LIGHTING, AND CONTROL CIRCUITS

A. Feeders: Type THHN/THWN insulated conductors in raceway.

B. Underground Feeders and Branch Circuits: Type THWN or single-wire, Type UF insulated conductors in raceway.

C. Branch Circuits: Type THHN/THWN insulated conductors in raceway.

D. Remote-Control Signaling and Power-Limited Circuits: Type THHN/THWN insulated conductors in raceway for Classes 1, 2, and 3, unless otherwise indicated.

3.05 WIRING INSTALLATION

A. Install splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.

B. Install wiring at outlets with at least 12 inches of slack conductor at each outlet.

C. Connect outlet and component connections to wiring systems and to ground. Tighten electrical connectors and terminals, according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.

3.06 ELECTRICAL SUPPORTING DEVICE APPLICATION

A. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, U-channel system components.

B. Dry Locations: Steel materials.

C. Support Clamps for PVC Raceways: Click-type clamp system.

D. Selection of Supports: Comply with manufacturer's written instructions.

E. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb design load.

3.07 SUPPORT INSTALLATION

A. Install support devices to securely and permanently fasten and support electrical components.

B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.

D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.

F. Install 1/4-inch diameter or larger threaded steel hanger rods, unless otherwise indicated.

G. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

H. Simultaneously install vertical conductor supports with conductors.

I. Install metal channel racks for mounting cabinets, panelboards, control enclosures, pull and junction boxes, and other devices unless components are mounted directly to structural elements of adequate strength.

3.08 IDENTIFICATION MATERIALS AND DEVICES

A. Install at locations for most convenient viewing without interference with operation and maintenance of equipment.

B. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.

C. Self-Adhesive Identification Products: Clean surfaces before applying.

D. Identify raceways and cables with color banding as follows:

1. Bands: Pre-tensioned, snap-around, colored plastic sleeves or colored adhesive marking tape. Make each color band 2 inches wide, completely encircling conduit, and place adjacent bands of two-color markings in contact, side by side.
2. Band Locations: At changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

E. Tag and label circuits designated to be extended in the future. Identify source and circuit numbers in each cabinet, pull and junction box, and outlet box. Color-coding may be used for voltage and phase identification.

F. Install continuous underground plastic markers during trench backfilling, for exterior underground power, control, signal, and communication lines located directly above power and communication lines. Locate 6 to 8 inches below finished grade. If width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches, overall, use a single line marker.

G. Install warning, caution, and instruction signs where required to comply with 29 CFR, Chapter XVII, Part 1910.145, and where needed to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.

3.09 UTILITY COMPANY ELECTRICITY-METERING EQUIPMENT

A. Install equipment according to utility company's written requirements. Provide grounding and empty conduits as required by utility company.

3.10 CONCRETE BASES

A. Construct concrete bases of dimensions indicated, but not less than 4 inches larger, in both directions, than supported unit. Follow supported equipment manufacturer's anchorage recommendations and setting templates for anchor-bolt and tie locations, unless otherwise indicated. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Division 3 Section "Cast-in-Place Concrete."

3.11 FIELD QUALITY CONTROL

A. Inspect installed components for damage and faulty work, including the following:

1. Raceways.
2. Building wire and connectors.
3. Supporting devices for electrical components.
4. Electrical identification.

5. Electricity-metering components.
6. Concrete bases.
7. Cutting and patching for electrical construction.
8. Touchup painting.

3.12 REFINISHING AND TOUCHUP PAINTING

A. Refinish and touch up paint. Paint materials and application requirements as follows:

1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.13 CLEANING AND PROTECTION

A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.

B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 16123

CONDUCTORS AND CABLES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.03 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Qualification Data: For testing agency.

C. Field Quality-Control Test Reports: By the Contractor.

1.04 QUALITY ASSURANCE

A. Testing Agency Qualifications: Testing agency as defined by OSHA in 29 CFR 1910.7 or a member company of the International Electrical Testing Association and that is acceptable to authorities having jurisdiction.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NFPA 70.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
2. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.02 CONDUCTORS AND CABLES

A. Manufacturers:

1. Alcan Aluminum Corporation; Alcan Cable Div.
2. American Insulated Wire Corp.; a Leviton Company.
3. General Cable Corporation.
4. Senator Wire & Cable Company.
5. Southwire Company.

B. Refer to Part 3 "Conductor and Insulation Applications" Article for insulation type, cable construction, and ratings.

C. Conductor Material: Copper solid conductor for No. 10 AWG and smaller, stranded for No. 8 AWG and larger.

D. Conductor Insulation Types: Type THHN-THWN, XHHW, UF complying with NEMA WC 5 or 7.

2.03 CONNECTORS AND SPLICES

A. Manufacturers:

1. AFC Cable Systems, Inc.
2. AMP Incorporated/Tyco International.
3. Hubbell/Anderson.
4. O-Z/Gedney; EGS Electrical Group LLC.
5. 3M Company; Electrical Products Division.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.01 CONDUCTOR AND INSULATION APPLICATIONS

A. Service Entrance: Type XHHW, single conductors in raceway.

B. Exposed Feeders: Type THHN-THWN, single conductors in raceway

C. Exposed Branch Circuit: Type THHN-THWN, single conductors in raceway.

3.02 INSTALLATION

A. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

B. Use pulling means; including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.

C. Support cables according to Division 16 Section "Basic Electrical Materials and Methods."

D. Identify and color-code conductors and cables according to Division 16 Section.

3.03 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

1. Use oxide inhibitor in each splice and tap if existing aluminum conductors are encounted that require connection.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.04 FIELD QUALITY CONTROL

A. Testing: Engage a qualified testing agency to perform the following field quality-control testing:

B. Testing: Perform the following field quality-control testing:

1. After installing conductors and cables and before electrical circuitry has been energized, test for compliance with requirements.
2. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.3.1. Certify compliance with test parameters.

C. Test Reports: Prepare a written report to record the following:

1. Test procedures used.

2. Test results that comply with requirements.
3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

END OF SECTION

SECTION 16130

RACEWAYS AND BOXES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

B. Related Sections include the following:

1. Division 16 Section "Basic Electrical Materials and Methods" for supports, anchors, and identification products.

1.03 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. ENT: Electrical nonmetallic tubing.

C. FMC: Flexible metal conduit.

D. RMC: Rigid metal conduit.

E. LFMC: Liquidtight flexible metal conduit.

F. LFNC: Liquidtight flexible nonmetallic conduit.

G. RNC: Rigid nonmetallic conduit.

1.04 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: Show fabrication and installation details of components for raceways, fittings, boxes, enclosures, and cabinets.

C. Shop Drawings:

1. Detail assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1.05 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
2. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.02 METAL CONDUIT AND TUBING

A. Available Manufacturers:

1. AFC Cable Systems, Inc.
2. Grinnell Co./Tyco International; Allied Tube and Conduit Div.
3. LTV Steel Tubular Products Company.
4. O-Z Gedney; Unit of General Signal.
5. Wheatland Tube Co.

B. Rigid Steel Conduit: ANSI C80.1.

C. Aluminum Rigid Conduit: ANSI C80.5.

D. IMC: ANSI C80.6.

E. Plastic-Coated Steel Conduit and Fittings: NEMA RN 1.

F. Plastic-Coated IMC and Fittings: NEMA RN 1.

G. FMC: Zinc-coated steel.

H. LFMC: Flexible steel conduit with PVC jacket.

I. Fittings: NEMA FB 1; compatible with conduit and tubing materials.

2.03 NONMETALLIC CONDUIT AND TUBING

A. Available Manufacturers:

1. American International.
2. Cantex Inc.
3. Certainteed Corp.; Pipe & Plastics Group.
4. Condux International.
5. RACO; Division of Hubbell, Inc.
6. Spiralduct, Inc./AFC Cable Systems, Inc.
7. Thomas & Betts Corporation.

B. ENT: NEMA TC 13.

C. RNC: NEMA TC 2, Schedule 40 and Schedule 80 PVC.

D. ENT and RNC Fittings: NEMA TC 3; match to conduit or tubing type and material.

E. LFNC: UL 1660.

2.04 SURFACE RACEWAYS

A. Surface Metal Raceways: Galvanized steel with snap-on covers. Finish with manufacturer's standard prime coating.

1. Available Manufacturers:

a. Airey-Thompson Sentinel Lighting; Wiremold Company (The).
b. Thomas & Betts Corporation.
c. Walker Systems, Inc.; Wiremold Company (The).
d. Wiremold Company (The); Electrical Sales Division.

B. Surface Nonmetallic Raceways: Two-piece construction, manufactured of rigid PVC compound with matte texture and **manufacturer's standard** color.

1. Avalable Manufacturers:

   a. Butler Manufacturing Co.; Walker Division.
   b. Enduro Composite Systems.
   c. Hubbell, Inc.; Wiring Device Division.
   d. Lamson & Sessions; Carlon Electrical Products.
   e. Panduit Corp.
   f. Walker Systems, Inc.; Wiremold Company (The).
   g. Wiremold Company (The); Electrical Sales Division.

C. Types, sizes, and channels as indicated and required for each application, with fittings that match and mate with raceways.

2.05 BOXES, ENCLOSURES, AND CABINETS

A. Available Manufacturers:

1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
2. Emerson/General Signal; Appleton Electric Company.
3. Hoffman.
4. Hubbell, Inc.; Killark Electric Manufacturing Co.
5. O-Z/Gedney; Unit of General Signal.
6. RACO; Division of Hubbell, Inc.
7. Robroy Industries, Inc.; Enclosure Division.
8. Spring City Electrical Manufacturing Co.
9. Thomas & Betts Corporation.

B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover.

D. Nonmetallic Outlet and Device Boxes: NEMA OS 2.

E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

F. Cast-Metal Pull and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.

G. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous hinge cover and flush latch.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Nonmetallic Enclosures: Plastic, finished inside with radio-frequency-resistant paint.

H. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged

door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage and include accessory feet where required for freestanding equipment.

2.06 FACTORY FINISHES

A. Finish: For raceway, enclosure, or cabinet components, provide manufacturer's standard paint applied to factory-assembled surface raceways, enclosures, and cabinets before shipping.

PART 3 - EXECUTION

3.01 RACEWAY APPLICATION

A. Outdoors:

1. Exposed: Rigid steel.
2. Concealed: Rigid steel.
3. Underground, Single Run: RNC.
4. Underground, Grouped: RNC.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
6. Boxes and Enclosures: NEMA 250, Type 4.

B. Minimum Raceway Size: 3/4-inch trade size.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating after installing conduits.

D. Do not install aluminum conduits embedded in or in contact with concrete.

3.02 INSTALLATION

A. Complete raceway installation before starting conductor installation.

B. Support raceways as specified in Division 16 Section.

C. Install temporary closures to prevent foreign matter from entering raceways.

D. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portions of bends are not visible above the finished slab.

E. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.

F. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.

1. Run parallel or banked raceways together on common supports.
2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.

G. Join raceways with fittings designed and approved for that purpose and make joints tight.

1. Use insulating bushings to protect conductors.

H. Tighten set screws of threadless fittings with suitable tools.

I. Terminations:

1. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.
2. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.

J. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.

K. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where otherwise required by NFPA 70.

L. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment. Install with an adjustable top or coupling threaded inside for plugs set flush with finished floor. Extend conductors to equipment with rigid steel

conduit; FMC may be used 6 inches above the floor. Install screwdriver-operated, threaded plugs flush with floor for future equipment connections.

M. Flexible Connections: Use maximum of 72 inches of flexible conduit for recessed and semirecessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use LFMC in damp or wet locations. Install separate ground conductor across flexible connections.

N. Surface Raceways: Install a separate, green, ground conductor in raceways from junction box supplying raceways to receptacle or fixture ground terminals.

O. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

3.03 PROTECTION

A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.04 CLEANING

A. After completing installation of exposed, factory-finished raceways and boxes, inspect exposed finishes and repair damaged finishes.

END OF SECTION

SECTION 16442

PANELBOARDS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes load centers and panelboards, overcurrent protective devices, and associated auxiliary equipment rated 600 V and less for the following types:

1. Lighting and appliance branch-circuit panelboards.

1.03 DEFINITIONS

A. EMI: Electromagnetic interference.

B. GFCI: Ground-fault circuit interrupter.

C. RFI: Radio-frequency interference.

D. RMS: Root mean square.

E. SPDT: Single pole, double throw.

F. TVSS: Transient voltage surge suppressor.

1.04 SUBMITTALS

A. Product Data: For each type of panelboard, overcurrent protective device, TVSS device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.

1. Dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings. Include the following:

a. Enclosure types and details for types other than NEMA 250, Type 1.

b. Bus configuration, current, and voltage ratings.
c. Short-circuit current rating of panelboards and overcurrent protective devices.
d. UL listing for series rating of installed devices.
e. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

2. Wiring Diagrams: Diagram power, signal, and control wiring and differentiate between manufacturer-installed and field-installed wiring.

C. Manufacturer Seismic Qualification Certification: Submit certification that panelboards, overcurrent protective devices, accessories, and components will withstand seismic forces, Include the following:

1. Basis of Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. The term "withstand" means "the unit will remain in place without separation of internal and external parts during a seismic event."
3. The term "withstand" means "the unit will remain in place without separation of internal and external parts during a seismic event and the unit will be fully operational after the event."
4. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
5. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

D. Qualification Data: Submit data for testing agencies indicating that they comply with qualifications specified in "Quality Assurance" Article.

E. Field Test Reports: Submit written test reports and include the following:

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

F. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

G. Maintenance Data: For panelboards and components to include in maintenance manuals specified in Division 1. In addition to requirements specified in Division 1 Section "Contract Closeout," include the following:

1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
2. Time-current curves, including selectable ranges for each type of overcurrent protective device.

1.05 QUALITY ASSURANCE

A. Testing Agency Qualifications: Testing agency that is a member company of the InterNational Electrical Testing Association and that is acceptable to authorities having jurisdiction.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NEMA PB 1.

D. Comply with NFPA 70.

1.06 COORDINATION

A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, and encumbrances to workspace clearance requirements.

1.07 EXTRA MATERIALS

A. Keys: Four spares of each type of panelboard cabinet lock.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Panelboards, Overcurrent Protective Devices, Controllers, Contactors, and Accessories:

a. Eaton Corp.; Cutler-Hammer Products.
b. General Electric Co.; Electrical Distribution & Control Div.
c. Siemens Energy & Automation, Inc.
d. Square D Co.

2. TVSS Panelboards:

a. Current Technology, Inc.
b. Liebert Corporation.

2.02 FABRICATION AND FEATURES

A. Enclosures: Surface mounted cabinets. NEMA PB 1, Type 1, to meet environmental conditions at installed location.
   1. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.

B. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.

C. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.

D. Finish: Manufacturer's standard enamel finish over corrosion-resistant treatment or primer coat.

E. Directory Card: With transparent protective cover, mounted inside metal frame, inside panelboard door.

F. Bus: Hard-drawn copper, 98 percent conductivity.

G. Main and Neutral Lugs: Compression type suitable for use with conductor material.

H. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment ground conductors; bonded to box.

I. Service Equipment Label: UL labeled for use as service equipment for panelboards with main service disconnect switches.

J. Future Devices: Mounting brackets, bus connections, and necessary appurtenances required for future installation of devices.

K. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.

L. Gutter Barrier: Arrange to isolate individual panel sections.

2.03 PANELBOARD SHORT-CIRCUIT RATING

A. UL label indicating series-connected rating with integral or remote upstream devices. Include size and type of upstream device allowable, branch devices allowable, and UL series-connected short-circuit rating.

B. Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.04 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

B. Doors: Front mounted with concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.05 OVERCURRENT PROTECTIVE DEVICES

C. Molded-Case Circuit-Breaker Features and Accessories. Standard frame sizes, trip ratings, and number of poles.

1. Lugs: Mechanical or Compression style, suitable for number, size, trip ratings, and material of conductors.
2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.
3. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.

2.06 ACCESSORY COMPONENTS ACCESSORY COMPONENTS AND FEATURES

A. Fungus Proofing: Permanent fungicidal treatment for panelboard interior, including overcurrent protective devices and other components.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install panelboards and accessories according to NEMA PB 1.1.

B. Comply with mounting and anchoring requirements specified in Division 16.

C. Mounting Heights: Top of trim 74 inches above finished floor, unless otherwise indicated.

D. Mounting: Plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish.

E. Circuit Directory: Create a directory to indicate installed circuit loads after balancing panelboard loads. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

F. Install filler plates in unused spaces.

G. Wiring in Panelboard Gutters: Arrange conductors into groups and bundle and wrap with wire ties after completing load balancing.

3.02 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 16 Section Basic Electrical Materials and Methods.

B. Panelboard Nameplates: Label each panelboard with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.

3.03 CONNECTIONS

A. Install equipment grounding connections for panelboards with ground continuity to main electrical ground bus.

B. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.04 FIELD QUALITY CONTROL

A. Prepare for acceptance tests as follows:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

B. Testing: After installing panelboards and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements.

1. Procedures: Perform each visual and mechanical inspection and electrical test indicated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

C. Balancing Loads: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes as follows:

1. Measure as directed during period of normal system loading.
2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data-processing, computing, transmitting, and receiving equipment.

3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

3.05 ADJUSTING

A. Set field-adjustable switches and circuit-breaker trip ranges.

3.06 CLEANING

A. On completion of installation, inspect interior and exterior of panelboards. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

END OF SECTION

SECTION 16526 A
EXTERIOR ATHLETIC LIGHTING (Navy Yard)
Lighting System with LED Light Source

PART 1 – GENERAL

1.01 SUMMARY

A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.

B. The purpose of specifications is to define the lighting system performance and design standards for Navy Yard Park using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.

C. The sports lighting will be for the following venues:

1. Basketball Courts

D. The primary goals of this sports lighting project are:

1. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore, light levels are guaranteed to not drop below specified target values for a period of 25 years.
2. Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players, spectators and neighbors. The LED design should provide better control than a good HID design.
3. Life-cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
4. Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.

1.02 LIGHTING PERFORMANCE

A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not to drop below desired target values in accordance to IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Basketball Courts	20 FC	4: 1	40	10 X 10

B. Hours of usage: Designs shall be based on the following hours of usage

Area of Lighting	Annual Usage Hours	25-year Usage Hours
Basketball Court	600	15,000

C. Color: The lighting system shall have a minimum color temperature of 5700 K and a CRI of 75+.

D. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be as described below. Higher mounting heights may be required based on photometric report and ability to ensure the top of the field angle is a minimum of 10 degrees below horizontal.

# of Poles	Pole Designation	Pole Height
2	P1 and P2	40

1.03 ENVIRONMENTAL LIGHT CONTROL

A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.

1.04 LIFE-CYCLE COSTS

A. Manufacturer shall submit a 25-year life cycle cost calculation as outlined in the required submittal information.

B. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years from the date of equipment shipment. Individual outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

PART 2 – PRODUCT

2.01 SPORTS LIGHTING SYSTEM CONSTRUCTION

A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.

B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion

and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

C. System Description: Lighting system shall consist of the following:

1. Galvanized steel poles and cross-arm assembly.
2. Non-approved pole technology:
   a. Square static cast concrete poles will not be accepted.
   b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
3. Lighting systems shall use concrete foundations. See Section 2.3 for details.
   a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
   b. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-inforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
4. Manufacturer will supply all drivers and supporting electrical equipment
   a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure.
5. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
6. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
7. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
8. Control cabinet to provide remote on-off control and monitoring of the lighting system. See Section 2.4 for further details.
9. Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
   a. Integrated grounding via concrete encased electrode grounding system.
   b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780.The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for

poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

D. Safety: All system components shall be UL listed for the appropriate application.

2.02 ELECTRICAL

A. Electric Power Requirements for the Sports Lighting Equipment:
   1. Electric power: 480 Volt, Three Phase
   2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

B. Energy Consumption: The kW consumption for the field lighting system shall be 2.40 kW.

2.03 STRUCTURAL PARAMETERS

A. Wind Loads: Wind loads shall be based on the 2009 International Building Code. Wind loads to be calculated using ASCE 7-05, a design wind speed of 105 mph, exposure category C and wind importance factor of 1.

B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2009 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-5).

C. Foundation Design: The foundation design shall be based on soil parameters as outlined in the geotechnical report. If a GEO Tech report is not available, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2009 IBC Table 1806.2.

2.04 CONTROL

A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.

B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.

C. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

   The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.

   Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

D. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).

E. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

1. Cumulative hours: shall be tracked to show the total hours used by the facility
2. Report hours saved by using early off and push buttons by users.

F. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.

PART 3 – EXECUTION

3.01 SOIL QUALITY CONTROL

A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:

1. Providing engineered foundation embedment design by a registered engineer in the State of Massachusetts for soils other than specified soil conditions;
2. Additional materials required to achieve alternate foundation;
3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.02 DELIVERY TIMING

A. Delivery Timing Equipment On-Site: The equipment must be on-site 6-8 from receipt of approved submittals and receipt of complete order information.

3.03 FIELD QUALITY CONTROL

A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.

B. Field Light Level Accountability

1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 Years.
2. The contractor/manufacturer shall be responsible for an additional inspection one year from the date of commissioning of the lighting system and will utilize the owner's light meter in the presence of the owner.
3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.

C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.04 WARRANTY AND GUARANTEE

A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

PART 4 – DESIGN APPROVAL

4.0 PRE-BID SUBMITTAL REQUIREMENTS (Non-Musco)

A. Design Approval: The owner / engineer will review pre-bid submittals per section 4.0.B from all the manufacturers to ensure compliance to the specification 10 days prior to bid. If the design meets the design requirements of the specifications, a letter and/or addendum will be issued to the manufacturer indicating approval for the specific design submitted.

B. Approved Product: Musco's Light-Structure System™ with TLC for LED™ is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.

C. All listed manufacturers not pre-approved shall submit the information at the end of this section at least 10 days prior to bid. An addendum will be issued prior to bid; listing approved lighting manufacturers and the design method to be used.

D. Bidders are required to bid only products that have been approved by this specification or addendum by the owner or owner's representative. Bids received that do not utilize an approved system/design, will be rejected.

REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) 10 DAYS PRIOR TO BID

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. Submit checklist below with submittal.

Yes / No	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	Equipment Layout	Drawing(s) showing field layouts with pole locations
	C	On Field Lighting Design	Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaries, total kilowatts, average tilt factor; light loss factor.
	D	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	E	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	F	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of Massachusetts, if required by owner.
	G	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system to include monitoring. They will also provide ten (10) references of customers currently using proposed system in the state of Massachusetts.
	H	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of Massachusetts.
	I	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of

			Massachusetts.
	J	Project References	Manufacturer to provide a list of 10 projects where the technology and specific fixture proposed for this project has been installed in the state of Massachusetts. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
	K	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.
	L	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.
	M	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.
	O	Life-cycle Cost Calculation	Document life-cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires. Maintenance cost for the system must be included in the warranty. All costs should be based on 25 Years. (complete table below)

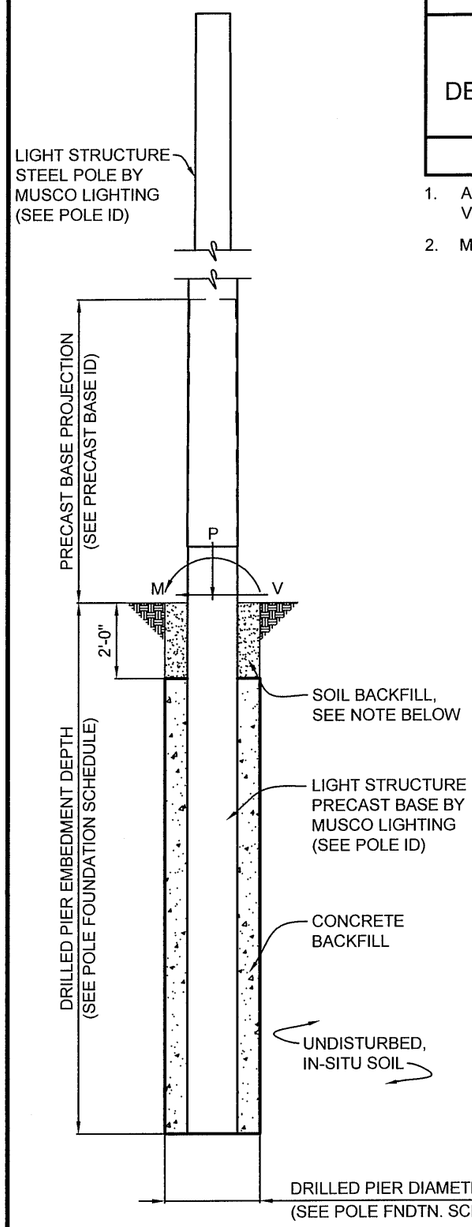
25-Year Life Cycle Operating Cost			
a.	Luminaire energy consumption _____ luminaires x _____ kW demand per luminaire x .19 kWh rate x 600 annual usage hours x 25 years		
b.	Demand charges, if applicable	+	
c.	Cost for maintenance, not covered, for 25 years Assume 7.5 repairs at $500.00 each if not included with the bid	+	
	TOTAL 25 -Year Life-cycle Operating Cost	=	

The information supplied herein shall be used for the purpose of complying with the specifications for Navy Yard Park. By signing below I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer: _____ Signature: _____

Contact Name: _____ Date: _____/_____/_____

Contractor: _____ Signature: _____



POLE FOUNDATION ELEV.

SCALE: NOT TO SCALE

SOIL BACKFILL NOTE:
THE TOP TWO FEET OF ANNULUS SHALL BE BACKFILLED WITH SOIL, WITH A CLASSIFICATION OF CLASS 5 (TABLE 1806.2) OR BETTER. COMPACTION, 95% FOR COHESIVE SOIL AND 98% FOR A COHESIONLESS SOIL BASED UPON STANDARD PROCTOR TESTING (ASTM D698).

POLE FOUNDATION SCHEDULE

POLE DESIGNATION	FORCES (1.)			DRILLED PIER		
	MOMENT (M) FT-LBS	SHEAR (V) LBS	VERTICAL (P) LBS	DIAMETER INCHES	EMBEDMENT DEPTH	CONCRETE BACKFILL YD^3 (2.)
P1, P2	14,822	592	525	42	8'-0"	2.1

1. ASD LOAD COMBINATION D + 0.6W.
   VERTICAL FORCE IS WEIGHT OF DRESSED POLE (DOES NOT INCLUDE PRECAST BASE WEIGHT).
2. MINIMUM CONCRETE BACKFILL VOLUME, SITE CONDITIONS MAY REQUIRE ADDITIONAL BACKFILL.

PRECAST BASE IDENTIFICATION

PRECAST BASE TYPE	PRECAST BASE WEIGHT	PRECAST BASE LENGTH	PROJECTION ABOVE GRADE	STANDARD EMBEDMENT	OUTSIDE DIAMETER
1B	920 LBS	15'-2"	7'-2"	8'-0"	9.56"

POLE IDENTIFICATION

POLE DESIGNATION	POLE TYPE	PRECAST BASE TYPE	FIXTURE CONFIGURATION (FIX. PER XARM)	FIXTURE AND ACCESSORIES EPA (FT^2)
P1, P2	LSS40A	1B	3 (3)	4.7

DESIGN NOTES

DESIGN PARAMETERS:
WIND: V_{ult} = 127 MPH, V_{asd} = 98 MPH (EXPOSURE C, RISK CATEGORY II) PER MASSACHUSETTS STATE BUILDING CODE - 780 CMR, 9TH EDITION (IBC 2015 / ASCE 7-10).

GEOTECHNICAL PARAMETERS:
REQUIRED ALLOWABLE END BEARING SOIL PRESSURE: 1,000 PSF
ALLOWABLE LATERAL SOIL BEARING PRESSURE:
0 PSF/FT (GRADE TO -2'-0"); 125 PSF/FT (-2'-0" TO -4'-0"); 250 PSF/FT (BELOW -4'-0")
IN ACCORDANCE WITH MASSACHUSETTS STATE BUILDING CODE - 780 CMR, 9TH EDITION, CHAPTER 18.

DESIGN SOIL PARAMETERS ARE AS NOTED. ACTUAL ALLOWABLE SOIL PARAMETERS MUST BE VERIFIED ON SITE.

A GEOTECHNICAL ENGINEER OR REPRESENTATIVE OF IS RECOMMENDED (NOT REQUIRED) TO BE AVAILABLE AT THE TIME OF THE FOUNDATION INSTALLATION TO VERIFY THE SOIL DESIGN PARAMETERS AND TO PROVIDE ASSISTANCE IF ANY PROBLEMS ARISE IN FOUNDATION INSTALLATION.

ENCOUNTERING SOIL FORMATIONS THAT WILL REQUIRE SPECIAL DESIGN CONSIDERATIONS OR EXCAVATION PROCEDURES MAY OCCUR. POLE FOUNDATIONS WILL NEED TO BE ANALYZED ACCORDING TO THE SOIL CONDITIONS THAT EXIST. IF ANY DISCREPANCIES OR INCONSISTENCIES ARISE, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES. FOUNDATIONS WILL THEN BE REVISED ACCORDINGLY. REVISIONS WILL BE ANALYZED PER RECOMMENDATIONS DIRECTED BY A REGISTERED ENGINEER.

ALL EXCAVATIONS MUST BE FREE OF LOOSE SOIL AND DEBRIS PRIOR TO FOUNDATION INSTALLATION AND CONCRETE BACKFILL PLACEMENT. TEMPORARY CASINGS OR DRILLERS SLURRY MAY BE USED TO STABILIZE THE EXCAVATION DURING INSTALLATION. CASINGS MUST BE REMOVED DURING CONCRETE BACKFILL PLACEMENT. CONCRETE BACKFILL MUST BE PLACED WITH A TREMIE WHEN SLURRY OR WATER IS PRESENT WITHIN THE EXCAVATION OR WHEN THE FREE DROP EXCEEDS 6'-0".

CONTRACTOR MUST BE FAMILIAR WITH THE COMPLETE SOIL INVESTIGATION REPORT AND BORINGS, AND CONTACT THE GEOTECHNICAL FIRM (IF NECESSARY) TO UNDERSTAND THE SOIL CONDITIONS AND THE POSSIBILITY OF GROUND WATER PUMPING AND EXCAVATION STABILIZATION OR BRACING DURING PRECAST BASE INSTALLATION AND PLACEMENT OF CONCRETE BACKFILL.

CONCRETE:
CONCRETE SHALL BE AIR-ENTRAINED AND HAVE A MINIMUM COMPRESSIVE DESIGN STRENGTH AT 28 DAYS OF 3,000 PSI. 3,000 PSI CONCRETE SPECIFIED FOR EARLY POLE ERECTION, ACTUAL REQUIRED MINIMUM ALLOWABLE CONCRETE STRENGTH IS 1,000 PSI. ALL PIERS AND CONCRETE BACKFILL MUST BEAR ON AND AGAINST FIRM UNDISTURBED SOIL.

GENERAL NOTES:
FIXTURES MUST BE LOCATED TO MAINTAIN 10'-0" MINIMUM HORIZONTAL CLEARANCE FROM ANY OBSTRUCTION. ENGINEER MUST BE NOTIFIED IF FOUNDATIONS ARE NEAR ANY RETAINING WALLS OR WITHIN / NEAR ANY SLOPES STEEPER THAN 3H : 1V. POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS AND INSTALLATION PER MUSCO LIGHTING.

COMMONWEALTH OF MASSACHUSETTS
KYLE G. LACINA
STRUCTURAL
No. 46148
REGISTERED PROFESSIONAL ENGINEER
2-15-2018

NAVY YARD PARK
BASKETBALL
COURT LIGHTING
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(800) 825-6020

STRUCTURAL ENGINEERS, P.C.
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PHONE NUMBER: 641-752-6334
EMAIL: MSL.INFO@SEPC.BIZ

DRAWING TITLE: POLE AND FOUNDATION
SCALE: SEE PLAN
NOTES: SCAN #187017C

PROJECT NUMBER 187017
DATE 15 FEBRUARY 2018
DRAWING NUMBER C1
OF ONE

USE OR REPRODUCTION OF THIS INFORMATION OTHER THAN ITS INTENDED PURPOSE FOR THIS PROJECT IS PROHIBITED WITHOUT WRITTEN CONSENT FROM MUSCO SPORTS LIGHTING, LLC.

Appendix A - Sand and Soil Amendments

Soil Report

Job Name: **Weston and Sampson** Date: 6/6/2017

Company: Tom Irwin Inc Submitted By: Brian Luccini

Sample Location			EP-1-NW	EP-2-SW	EP-3-SE	EP-4-NE	EP-5-HT
Sample ID							
Lab Number			41	42	43	44	45
Sample Depth in inches			6	6	6	6	6
Total Exchange Capacity (M. E.)			3.76	6.51	2.64	2.92	1.79
pH of Soil Sample			5.4	5.6	5.7	5.6	5.6
Organic Matter, Percent			5.23	4.66	4.49	5.34	2.31
ANIONS	**SULFUR:**	p.p.m.	27	19	19	17	17
	Mehlich III Phosphorous:	as (P_2O_5) lbs / acre	362	422	623	599	318
EXCHANGEABLE CATIONS	**CALCIUM:** lbs / acre	Desired Value	1022	1769	719	793	487
		Value Found	658	1567	576	603	340
		Deficit	-364	-202	-143	-190	-147
	MAGNESIUM: lbs / acre	Desired Value	200	200	200	200	200
		Value Found	87	64	57	69	48
		Deficit	-113	-136	-143	-131	-152
	POTASSIUM: lbs / acre	Desired Value	200	202	200	200	200
		Value Found	80	38	48	60	46
		Deficit	-120	-164	-152	-140	-154
	SODIUM:	lbs / acre	74	51	51	36	40
BASE SATURATION %	Calcium (60 to 70%)		43.74	60.22	54.46	51.69	47.45
	Magnesium (10 to 20%)		9.64	4.10	8.98	9.86	11.17
	Potassium (2 to 5%)		2.73	0.75	2.33	2.64	3.29
	Sodium (.5 to 3%)		4.27	1.72	4.22	2.68	4.86
	Other Bases (Variable)		6.60	6.20	6.00	6.20	6.20
	Exchangable Hydrogen (10 to 15%)		33.00	27.00	24.00	27.00	27.00
TRACE ELEMENTS	Boron (p.p.m.)		0.34	0.31	0.28	0.26	0.33
	Iron (p.p.m.)		151	133	147	139	134
	Manganese (p.p.m.)		16	10	6	9	6
	Copper (p.p.m.)		2.79	2.68	2.81	2.58	7.31
	Zinc (p.p.m.)		3.23	2.63	3.8	3.47	8.62
	Aluminum (p.p.m.)		1531	1687	1650	1648	1595
OTHER							

Logan Labs, LLC

Soil Report

Job Name: **Weston and Sampson** Date: 6/6/2017

Company: Tom Irwin Inc Submitted By: Brian Luccini

			NY-1-NW	NY-2-NE	NY-3-SE	NY-4-C	NY-5-SW
Sample Location			NY-1-NW	NY-2-NE	NY-3-SE	NY-4-C	NY-5-SW
Sample ID							
Lab Number			46	47	48	49	50
Sample Depth in inches			6	6	6	6	6
Total Exchange Capacity (M. E.)			6.25	4.00	4.74	5.20	4.88
pH of Soil Sample			5.7	5.5	5.8	5.8	5.8
Organic Matter, Percent			9.08	5.19	7.10	6.92	7.45
ANIONS	**SULFUR:**	p.p.m.	17	21	19	17	14
ANIONS	**Mehlich III Phosphorous:**	as (P_2O_5) lbs / acre	274	428	344	273	254
EXCHANGEABLE CATIONS	**CALCIUM:** lbs / acre	Desired Value	1701	1087	1289	1414	1326
		Value Found	1435	774	1096	1239	1111
		Deficit	-266	-313	-193	-175	-215
	MAGNESIUM: lbs / acre	Desired Value	200	200	200	200	200
		Value Found	155	104	128	118	137
		Deficit	-45	-96	-72	-82	-63
	POTASSIUM: lbs / acre	Desired Value	200	200	200	200	200
		Value Found	51	53	72	93	113
		Deficit	-149	-147	-128	-107	-87
	SODIUM:	lbs / acre	36	49	48	45	35
BASE SATURATION %	Calcium (60 to 70%)		57.37	48.41	57.79	59.57	56.95
	Magnesium (10 to 20%)		10.33	10.84	11.25	9.46	11.70
	Potassium (2 to 5%)		1.05	1.70	1.95	2.29	2.97
	Sodium (.5 to 3%)		1.25	2.66	2.19	1.88	1.57
	Other Bases (Variable)		6.00	6.40	5.80	5.80	5.80
	Exchangable Hydrogen (10 to 15%)		24.00	30.00	21.00	21.00	21.00
TRACE ELEMENTS	Boron (p.p.m.)		0.31	0.29	0.38	0.28	0.29
	Iron (p.p.m.)		98	143	125	90	117
	Manganese (p.p.m.)		8	9	5	6	8
	Copper (p.p.m.)		8.51	3.55	7.58	3.31	5.04
	Zinc (p.p.m.)		17.25	4.94	12.28	5.59	10.96
	Aluminum (p.p.m.)		1584	1538	1640	1530	1539
OTHER							

Logan Labs, LLC

Renovate/*Plus*

Recovery Amendment

EARTHWORKS NATURAL ORGANIC PRODUCTS, INC.

A 50:50 BLEND OF RENOVATE AND ECO-LITE

Renovate/*Plus* is an Ideal Amendment for:

GOLF COURSE GREENS AERIFICATION	RECOVERY OF "DEAD SPOTS"
SODDING AND SEEDING PROJECTS	NEW CONSTRUCTION
SPORTS TURF RECOVERY	BIOLOGICAL REPLENISHMENT
LANDSCAPE PLANTINGS	DIVOT MIX

Renovate/*Plus* is the combination of EarthWorks **Renovate** and **Eco-Lite** and is a powerful amendment that will open tight soils, speed turf recovery, and stimulate soil biology without a big nitrogen push. This combination allows for oxygen movement through the soil and promotes an active microbial generated nitrogen cycle. This product is ideal for numerous projects on the golf course or sports field and can "save" those hard to grow areas. **Renovate/*Plus*** is the combination of all the raw materials found in The EarthWorks "Construction Program" which has been a huge success since the early 1990's, and has been the amendment program of choice for hundreds of golf courses as well as professional sports stadiums and other athletic fields. **Renovate/*Plus*** encourages quick recovery of "dead spots," is the ideal product to put under any sod job, and can replace multiple aerification products to simplify those projects and significantly increase their success rate. **Renovate** is a blend of organic and mineral amendments including kelp meal, compost and humic acids which make up a sustainable microbial food source of short, medium and long chained carbons. The diversity of ingredients allows for a quick jump-start of soil activity, but one that will also be sustainable. The mineral fraction of **Renovate** includes greensand, sul-po-mag, hard and soft rock phosphate, and calcium. This combination prevents de-mineralization of the soil and allows for roots to take up nutrients as needed, and is a great way to provide a biological foundation to any soil by promoting soil flocculation and turf recovery. **Eco-Lite** is the premier zeolite rock mineral mined from an exceptionally clean zeolite mine and provides an array of physical benefits including the highest CEC of all physical amendments. Zeolites are very hard rock minerals that possess a crystalline structure and have the capability to absorb water when the surrounding soil is wet, creating better air movement in the soil and allowing for the controlled release of this water when moisture levels in the soil fall. Perhaps the greatest difference between **Eco-Lite** and other physical amendments is its affinity to hold both ammonium nitrogen and potassium, allowing for both nutrients to be more available to the plant over a longer period of time.

EarthWorks™
Natural Organic Products

1500 Uhler Rd.
Easton, PA 18040
800-732-8873
Fax: 610-250-7840
soilfirst.com

Available in 50 lb bags and 2000 # super sacks

RENOVATE *Plus* ECO-LITE

Ecolite - zeolite

Kelp Meal

Greensand

Compost

Hard Rock Phosphate

Soft Rock Phosphate

Humic/Fulvic Acids

Sul-Po-Mag

Renovate/*Plus*

Recovery Amendment

Renovate/*Plus* has a multitude of applications on golf courses, sports turf and landscaping situations. A combination of EarthWorks **Renovate** and the physical amendment **Eco-Lite,** this product can assure the success of sod jobs, improve aerification projects, help recover worn out dead spots and is an ideal divot mix and planting amendment. **Renovate/*Plus*** is formulated from the following amendments in order of volume:

Eco-Lite™: A Zeolite rock mineral mined from the cleanest known mine in New Mexico. Eco-Lite provides numerous benefits to the soil profile. First and perhaps most significantly, this mineral has the highest CEC value of any popular physical amendment ~ as much as three times higher than calcined clays and diatomaceous earth. Eco-Lite also has a very high water holding capacity which allows excess water to be pulled into its crystalline structure to dry up wet soils but allowing for its release osmotically as water pressure drops outside the mineral structure. This phenomena also explains how this mineral can create more air pore space. The most unique benefit from Eco-Lite is its strong affinity to hold ammonium and potassium while not having the same affinity for sodium. Eco-Lite becomes a sustainable mineral form of potassium preventing the leaching of more soluble forms.

Dry Kelp Meal: A very digestible food source for micro-organisms. Rich in over 60 minerals, 21 Amino Acids and 12 Vitamins, ascophyllum nodosum is also a rich source of plant gibberellins and cytokinins which act as plant growth regulators. Kelp extract also provides polysaccarides, which are complex sugars, which along with its vitamins, minerals and amino acids greatly assists in the feeding of soil beneficial micro flora.

Greensand: A potassium silica rock mineral rich in sustainable and available potassium, iron and many other trace nutrients. This is a mica like rock mineral that holds it own weight in water and is an excellent soil conditioner.

Compost: Rich compost, produced on Amish farms in Pennsylvania, provides a stable form of carbon and minerals. Produced from stabilized manures, this product has gone through two digestions, producing an extremely biologically active material and a readily available food source for beneficial micro-organisms.

Hard Rock Phosphate: This is the mineral that is acidified to create the commonly used soluble phosphorous fertilizers. There are studies that show this sustainable rock mineral to be as available as its soluble counterparts when chemical tie-up is taken into account. It is used as a very sustainable form of phosphorus; one that organic acids produced by plant root systems can digest when phosphorus is needed.

Soft Rock Phosphate: A colloidal form of phosphorus. This mineral is available over a wider range of soil pH and provides a certain solubility not found in its hard rock counterpart.

Humic acid and Fulvic acids: An alkaline extract of geologically concentrated humus, rich in organic acids that stimulate beneficial soil fungi, act as chelating agents for micro-nutrients and perform as sequestering agents to help fracture bonds between phosphorus and iron/calcium/aluminum.

Sul-Po-Mag: A mineral that provides the soil with needed sulfur, potassium and magnesium as well as a host of other trace nutrients. Magnesium is a very important nutrient in the photosynthesis process. This mineral is a very good soil conditioner and is fairly soluble.

APPLICATION RATES:

Apply 25-50 lbs./1000 sq. ft. preferably in combination with aeration or worked into the top few inches of soil. Lighter top dressings can also be very beneficial. Continued use is important especially on heavily compacted and biologically weak soils or sand based soils.

EarthWorks™
Natural Organic Products

Myco-Replenish

3-3-3 Organic Fertilizer with Mycorrhizae

Myco-Replenish combines the high quality of EarthWorks Replenish natural organic fertilizers with root stimulating endo and ecto mycorrhizae fungi. **Myco-Replenish** is ideal for any landscape planting situation, establishment of grass seed or sod and will enhance all soil aerification practices. An extensive amount of Mycorrhizae fungi in combination with the known value of the Replenish compost fertilizer will help to promote extensive root growth, reduce heat and drought stress, improves water and nutrient uptake and can eliminate transplant shock.

The word "mycorrhizae" literally means "fungus-roots" and defines the close mutually beneficial relationship between specialized soil fungi (mycorrhizal fungi) and plant roots. About 95% of the world's land plants form the mycorrhizal relationship in their native habitats. It is estimated that mycorrhizal fungi filaments explore hundreds to thousands more soil volume compare to roots alone.

Mycorrhizal fungi increase the surface absorbing area of roots 10 to 1,000 times, thereby greatly improving the ability of the plant to use the soils resources. Several miles of fungal filaments can be present in the thimbleful of soil. But mycorrhizal fungi increase nutrient uptake not only by increasing the surface absorbing area of the roots, but also release powerful enzymes into the soil that dissolve hard-to-capture nutrients, such as phosphorous, magnesium and other "tightly bound" soil nutrients. This extraction process is particularly important in plant nutrient and explains why non-mycorrhizal plants require high levels of fertility to maintain their health.

When combined with the carbon rich food source of Replenish fertilizers the **Myco Replenish 3-3-3** has the energy to take off and perform.

Dry Organics

Myco-Replenish

Dry Organics:

- *Replenish Compost*
- *Endo Mycorrhizae*
- *Ecto Mycorrhizae*
- *Humic Acids*

EarthWorks™
NATURAL ORGANIC PRODUCTS
1500 Uhler Rd. Easton, PA 18040
800-732-8873 Fax: 610-250-7840

Myco-Replenish

3-3-3 Organic Fertilizer with Mycorrhizae

EarthWorks Dry Organics the key to success when building a healthy environment.

Myco-Replenish 3-3-3 Guaranteed Analysis

Total Nitrogen (N)	3%
Water Insoluble Nitrogen	2.1%
Water Soluble Nitrogen	0.9%
Available Phosphorous (P_2O_5)	3%
Soluble Potash (K_2O)	3%
Calcium (Ca)	6%
Iron	0.2%

Plant Nutrients Derived From: Composted Poultry Manure

Contains Endo Mycorrhizae

Endomycorrhizal fungi: 750 propagules per pound:
Glomus intraradices, Glomus etunicatum
Glomus mosseae, Glomus aggregatum

Contains Ecto Mycorrhizae

Ectomycorrhizal fungi: 2,750,000 propagules per pound:
Pisolithus tinctorius, Scleroderma cepa
Scleroderma citrinnum, Rhizopogon villosullus
Rhizopogon luteolus, Rhizopogon amylopogon
Rhizopogon fulvigleba

Application Rates & Programs

TURF:

Aerification: Apply 10 -15 pounds per 1,000 sq. ft.

Sod: Apply 10 pounds per 1,000 sq. ft. as a soil prep.

Seed: Apply 15 pounds per 1,000 sq. ft. of seeded area worked well into the soil.

PLANTINGS:

Mix with the soil being used to fill the planting hole at the rates shown:

Trees: ½ pound (1 cup) for every 1" diameter of trunk.

Shrubs: For one gallon containers use ¼ pound (1/2 cup) mixed thoroughly. For five gallon containers use 1 pound (2 cups) of product mixed with soil.

EarthWorks™
NATURAL ORGANIC PRODUCTS
1500 Uhler Rd. Easton, PA 18040 • 800-732-8873 Fax: 610-250-7840
soilfirst.com

Directions for use

Turf (all grasses)

Apply 10 pounds of **5-4-5** per 1000 square feet of turf area (½ lb of nitrogen per 1000 sq ft), 4 to 6 times a year as needed. For best results, adequate irrigation should be practiced after application and throughout the growing season.

Shrubs

Apply 1 pound of **5-4-5** around the base of the plant and lightly work into the soil, being careful not to disturb surface roots. Larger shrubs or stressed plants will benefit from larger feedings.

Trees

For young or small trees (1 to 3 inch diameter) apply 2 to 3 pounds of **5-4-5** per inch of trunk diameter evenly under the canopy drip line. Increase the application rate to 3 to 4 pounds for larger trees. Apply in Spring and Fall, thoroughly watering after each application.

Manufactured for:

EarthWorks
1500 Uhler Road
Easton, PA 18040
www.earthworksfirst.com

Net Weight:

50 pounds

22.68 kilograms

Guaranteed Analysis

Total Nitrogen (N) 5.00%
1.30% Ammoniacal Nitrogen
2.70% Water Insoluble Nitrogen*
1.00% Other Water Soluble Nitrogen**
Available Phosphate (P_2O_5). .4.00%
Soluble Potash (K_2O) 5.00%
Calcium (Ca) 7.25%
Sulfur (S) 3.10%
3.10% Combined Sulfur (S)

Derived from: Composted poultry manure, rock phosphate, sulfate of potash, ammonium sulfate and methylene urea.

* 1.45% water insoluble nitrogen from composted poultry manure
1.25% water insoluble nitrogen from methylene urea.

** .70% water soluble nitrogen from composted poultry manure
.30% water soluble nitrogen from methylene urea.

Suggested Spreader Settings 5-4-5 Standard Grade

Spreader	Spread Width	Nitrogen in lb/1000 sq ft	
		0.5	1.0
Spyker	12'	6.8	8.4
Scott's R8-A (cone 8)	10'	N	R ½
AccuPro 2000 (cone 8)	10'	O	T ½
Vicon	28'	50	71
Lely	25'	8.25	10

These settings were calibrated and field tested. Age, condition of spreader, speed of operator and evenness of terrain may require adjustment of setting for desired coverage.

Vicon spreader settings are based on 540 rpm and a ground speed of 4.7 mph.

Lely spreader settings are based on 425 rpm and a ground speed of 4.7 mph.

EarthWorks®
5-4-5
Replenish
Standard Grade

EarthWorks®
5-4-5
Replenish
Standard Grade

Pull narrow tape to open ↗

EarthWorks®

5-4-5

Replenish

Standard Grade

Covers 5,000 square feet
at 1/2 lb Nitrogen per 1000 sq ft

Prilled

Net Weight:

50 pounds

22.68 kilograms

EarthWorks®
5-4-5
Replenish
Standard Grade

0-0-20

DESCRIPTION
Cascade Plus Fertilizer combines the proven water infiltration chemistry of Cascade Plus with a unique fertilizer blend. It is designed for golf courses, athletic fields, sports turf, landscapes and park and recreation applications.

BENEFITS
- Delivers long lasting wetting agent and fertilizer in one application.
- Enhances water management, water efficiency and turf quality.
- Prevents localized dry spot.
- Accelerates wilt recovery from drought.
- Reduces the need for repeat spray applications.
- Reduces labor costs and turf maintenance.
- Corrects hydrophobic soil conditions.

GUARANTEED ANALYSIS
Soluble Potash (K_2O) 20.0%
Sulfur (S) 9.0%
Calcium (Ca) 3.0%
Derived from: Potassium sulfate and calcium sulfate.

NONPLANT FOOD INGREDIENTS, ACTIVE INGREDIENTS:
Cascade Plus 10.6%
10% Proprietary Blend of Surfactants,
90% Polyethylene and Propylene Glycols

APPLICATION PRECAUTIONS
- Apply to dry turf or foliage. Irrigation is recommended as soon as possible after application.
- Iron and other plant nutrients can cause staining of sidewalks. Sweep walkways prior to irrigation.
- Keep away from pools, ponds, etc. Do not contaminate potable water.

APPLICATION RATES: TURFGRASS

Lbs of Product per 1,000 Sq. Ft.	Lbs. of Product per Acre	Square Feet per Bag	Oz. Cascade Plus per 1000 Sq. Ft.	Lbs. of Nutrient per 1000 Sq. Ft.		
				N	P	K
5	217.8	10000	8	0	0	1.0
6	261.4	8333	9.6	0	0	1.2
7	304.9	7143	11.2	0	0	1.4
8	348.5	6250	12.8	0	0	1.6
9	392.0	5556	14.4	0	0	1.8
10	435.6	5000	16	0	0	2.0

APPLICATION RECOMMENDATION
Use at 5 lbs. per 1000 ft² to obtain 8 ounces of Cascade Plus per 1000 ft².

SPREADER SETTINGS
Big Foot..... G–H
Spyker..... 4½
Lesco (029600) .....E–E½
Scotts (R8A)..... I½–J
Earthway 11–12
Note: Spreader settings are guidelines only. Spreaders should be checked for accuracy and calibrated by the user. For the most current settings check www.precisionlab.com.

SGN: 120
Bulk Density: 63 lbs./ft3
Note: SGN & Bulk Density are lot specific. Actual numbers may vary slightly.

KEEP OUT OF REACH OF CHILDREN
CAUTION

PRECAUTIONARY STATEMENTS
For outdoor use only.

PERSONAL PROTECTIVE EQUIPMENT (PPE)
If possibility for eye contact exists, wear protective eyewear. Cover open sores.

STATEMENT OF PRACTICAL TREATMENT
If In Eyes: Flush eyes with plenty of water for 15 minutes. Seek medical attention if irritation persists.
If On Skin: Wash with soap and water. Seek medical attention if irritation persists.
If Inhaled: Move individual to fresh air. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. Seek immediate medical attention.
If Swallowed: Drink plenty of water.

STORAGE AND DISPOSAL
Store in a dry location in temperatures above 30°F. Dispose of in accordance with federal, state and local requirements. May be placed in household waste. Do not reuse packaging. Dispose of packaging when empty.

CONDITIONS OF SALE
Note: Read the information contained herein before buying or using this product. If the stated terms are not acceptable, return the product at once, unopened. It is critical that this product be used and mixed only as specified on this label. Neither the manufacturer nor the seller makes any representation or warranty, expressed or implied, with respect to the results from the use of this material. Buyer and user assume all risks of use and/or handling. Precision Laboratories, LLC warrants that this material is reasonably fit for use as specified on this label. No agent or representative is authorized to make any other representations concerning this material. Unforeseen factors beyond Precision's control prevent elimination of risks in connection with the use of its chemicals. Such risks include, but are not limited to, damage to plants and/or crops to which the material is applied, or lack of complete control and damage caused by drift to other plants or crops. Such risks may occur even though the product is reasonably fit for use as stated herein and even though label directions are followed. Follow directions carefully. Timing, mixture, method of application, weather and other conditions are influencing factors in the use of this product and are beyond the control of the seller. Except to the extent prohibited by applicable law, the exclusive remedy of the user or buyer and the limit of liability of the company or any other seller for any and all losses, personal injuries or damages resulting from the use of this product, shall be the purchase price paid by the user or buyer for the quantity of product involved.

S P E C I M E N L A B E L

Cascade is a trademark of Precision Laboratories, LLC
© PRECISION LABORATORIES, LLC, Waukegan, IL 60085 USA
For 24-hour technical assistance when using this product in the USA and Canada, call: 1-800-323-8351
For 24-hour emergency service when using this product in the USA and Canada, call CHEMTREC: 1-800-424-9300
7/2012 F1467

Precision Laboratories, LLC
1429 S. Shields Dr., Waukegan, IL 60085
Phone: (847) 596-3001 Fax: (847) 596-3017
Customer Service: (800) 323-6280
E-Mail: info@precisionlab.com
Web Site: www.precisionlab.com

LEBANON®

Country Club®

FERTILIZER

FAIRWAY GRADE FORMULA

HOMOGENEOUS GRANULES FOR PROFESSIONAL TURF

COVERS 12,500 SQ. FT.

13-25-12

SIZE GUIDE NUMBER SGN 195

GUARANTEED ANALYSIS

Total Nitrogen (N)	**13%**
13.0% Ammoniacal Nitrogen	
Available Phosphate (P_2O_5)	**25%**
Soluble Potash (K_2O)	**12%**
Sulfur (S)	5.7%
5.7% Combined Sulfur (S)	
Iron (Fe)	0.5%
0.05% Water Soluble Iron (Fe)	

Derived From: Ammonium Phosphate, Ammonium Sulfate, Muriate of Potash.
Chlorine (Cl) not more than 8.0%

0 88685 35573 8

F699 **21-35573**

NOTICE: This product contains the secondary nutrient iron. Iron may stain concrete surfaces and should not be applied on dry or water dampened concrete and should be removed from these areas promptly by sweeping or blowing. Do not wash off with water.

Information regarding the contents and levels of metals in this product is available on the Internet at: http://www.regulatory-info-lebsea.com

FOR FLORIDA: We recommend that you follow the Golf Course BMP's at:
http://www.dep.state.fl.us/water/nonpoint/docs/nonpoint/glfbmp07.pdf

DIRECTIONS FOR USE
Apply during the turf growing season or work into the soil prior to seeding.

To feed at the rate of 11/2 lb. Available Phosphate per 1,000 sq. ft., apply this product at 6 lbs. per 1,000 sq. ft. or 261 lbs. per acre. Supplemental applications of lawn fertilizer are needed to achieve a minimum 1 pound nitrogen per 1,000 sq. ft.

SUGGESTED SPREADER SETTINGS

Spreader	Speed Ground MPH	Speed PTO RPM	Width of Coverage	Settings 1# P_2O_5	Settings ½# P_2O_5	Spreader	Speed Ground MPH	Speed PTO RPM	Width of Coverage	Settings 1# P_2O_5	Settings ½# P_2O_5
LebanonTurf	3		8 ft.	5	4	Lesco® (Letter Dial)	3		8 ft.	K	H
Andersens AccuPro®	3		8 ft.	O	H	PennMulch® HVO	3		8 ft.	O	J
Earthway® Rotary	3		8 ft.	18	15	ProScape® SS	3		8 ft.	O	J
Gandy®	3			35	30	Spyker	3		8 ft.	5	4
Lely (HR, W 1250, 1500, 2010)	5		39 ft.	7II	5II	Vicon (all models)	5	540	35 ft.	30	25

These settings were calibrated and field tested. However, age and condition of spreader, speed of operation, and evenness of terrain may require slightly different settings for desired coverage.

Country Club and the Lebanon Diamond are registered trademarks of Lebanon Seaboard Corporation.

Fertilizer may cause irritation of eyes, nose, throat and skin.
In case of contact with skin or eyes, flush with plenty of water;
for eyes, get medical attention.

KEEP OUT OF REACH OF CHILDREN.
CAUTION

LebanonTurf

For technical assistance or more information about our products visit www.LebanonTurf.com

Manufactured by:
Lebanon Seaboard Corporation
1600 E. Cumberland St. • Lebanon, PA 17042

Made in the U.S.A.
www.LebanonTurf.com

50 Lbs. (22.7 kg) Net Weight

FAIRWAY GRADE FORMULA

HOMOGENEOUS GRANULES FOR PROFESSIONAL TURF

COVERS 12,500 SQ. FT.

13-25-12

SIZE GUIDE NUMBER
SGN 195

GUARANTEED ANALYSIS

Total Nitrogen (N) **13%**
13.0% Ammoniacal Nitrogen
Available Phosphate (P_2O_5) **25%**
Soluble Potash (K_2O) **12%**
Sulfur (S) 5.7%
5.7% Combined Sulfur (S)
Iron (Fe) 0.5%
0.05% Water Soluble Iron (Fe)

Derived From: Ammonium Phosphate, Ammonium Sulfate, Muriate of Potash.
Chlorine (Cl) not more than 8.0%

0 88685 35573 8

F699 **21-35573**

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FOR FLORIDA: We recommend that you follow the Golf Course BMP's at:
http://www.dep.state.fl.us/water/nonpoint/docs/nonpoint/glfbmp07.pdf

DIRECTIONS FOR USE

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To feed at the rate of 11/2 lb. Available Phosphate per 1,000 sq. ft., apply this product at 6 lbs. per 1,000 sq. ft. or 261 lbs. per acre. Supplemental applications of lawn fertilizer are needed to achieve a minimum 1 pound nitrogen per 1,000 sq. ft.

SUGGESTED SPREADER SETTINGS

Spreader	Speed		Width of Coverage	Settings		Spreader	Speed		Width of Coverage	Settings	
	Ground MPH	PTO RPM		1 # P_2O_5	½ # P_2O_5		Ground MPH	PTO RPM		1 # P_2O_5	½ # P_2O_5
LebanonTurf	3		8 ft.	5	4	Lesco® (Letter Dial)	3		8 ft.	K	H
Andersens AccuPro®	3		8 ft.	O	H	PennMulch® HVO	3		8 ft.	O	J
Earthway® Rotary	3		8 ft.	18	15	ProScape® SS	3		8 ft.	O	J
Gandy®	3			35	30	Spyker	3		8 ft.	5	4
Lely (HR, W 1250, 1500, 2010)	5		39 ft.	7II	5II	Vicon (all models)	5	540	35 ft.	30	25

These settings were calibrated and field tested. However, age and condition of spreader, speed of operation, and evenness of terrain may require slightly different settings for desired coverage.

Country Club and the Lebanon Diamond are registered trademarks of Lebanon Seaboard Corporation.

Fertilizer may cause irritation of eyes, nose, throat and skin. In case of contact with skin or eyes, flush with plenty of water; for eyes, get medical attention.

KEEP OUT OF REACH OF CHILDREN.
CAUTION

LebanonTurf

For technical assistance or more information about our products visit www.LebanonTurf.com

Manufactured by:
Lebanon Seaboard Corporation
1600 E. Cumberland St. • Lebanon, PA 17042

Made in the U.S.A.

www.LebanonTurf.com

50 Lbs. (22.7 kg) Net Weight

SILI-CAL SS

Granulated Premium Greens Fertilizer
plus Soil Conditioner

GUARANTEED ANALYSIS:

Calcium (Ca) 21.00
Total Magnesium as (Mg) 2.50
2.00 % Water Soluble Magnesium (Mg)
Derived From: Calcium Silicate and Magnesium Sulfate

SOIL CONDITIONER

Guaranteed Analysis Silicone Dioxide (Si02) . . . 29.00
Total Other Ingredients: 71.00
Derived From: Calcium Silicate

DIRECTIONS FOR USE

Soil testing prior to application recommended. An initial application rate of 20lbs/1000 sq. ft. is suggested, based on soil analysis. After adequate silicon levels in the soil are achieved, it is suggested that SILI-CAL *SS* be applied once per month at a rate of 10 lbs pounds per 1,000 sq. ft.; not to exceed 50 lbs per 1000 sq. ft. annually.

Calcium Silicate Corporation

Columbia, Tennessee; Lake Harbor, Florida
Mark C. Elizer, President, Ph: (863) 902-0217, Fax: (863) 902-0107

Calcium Silicate Corporation conducts ongoing product testing to assure product safety, however we cannot assume responsibility for misuse of the product, misapplication or any unintended consequences. As such, the end user assumes full responsibility for product use determinations and application.

NOTES:

1. BORING AND TEST PIT LOCATIONS SHOWN ARE BASED ON FIELD MEASUREMENTS RELATIVE TO EXISTING SITE FEATURES.
2. BORINGS WERE COMPLETED BY TECHNICAL DRILLING SERVICES INC. OF STERLING MASSACHUSETTS AND OBSERVED BY WESTON & SAMPSON GEOTECHNICAL ENGINEERING STAFF ON MAY 12, 2017.
3. TEST PITS WERE EXCAVATED BY TECHNICAL DRILLING SERVICES INC. AND OBSERVED BY WESTON & SAMPSON GEOTECHNICAL ENGINEERING STAFF ON MAY 15, 2017.

LEGEND:

B-1 — APPROXIMATE BORING LOCATION AND DESIGNATION

TP-1 — APPROXIMATE TEST PIT LOCATION AND DESIGNATION

50 25 0 50 100

SCALE: 1"=50'

FIGURE 1

NAVY YARD FIELD IMPROVEMENTS
NATICK, MA

SITE PLAN

DESIGNED BY: BT	CHECKED BY: TJS	DATE: FEBRUARY 2018

Weston & Sampson℠

P:\MA\Natick MA\East & Navy Yard Parks\Geotech\Navy Yard\Plans\Navy Yard - site plan [11x17].dwg

Weston & Sampson	PROJECT Navy Yard Field Improvements Natick, MA	BORING No.	B-1
		SHEET	1 OF 1
		PROJECT No.	2160827.G
		CHECKED BY	Thomas Strike, PE

BORING Co.	Technical Drilling Services Inc.	BORING LOCATION	See attached plan.		
FOREMAN	Brett Baylk	GROUND SURFACE ELEV.	163 ft. ±	VERT. DATUM	NAVD88
WSE REP.	Brian Toner	DATE START	05/12/17	DATE END	05/12/17

METHODS: Hollow-stem augers. Standard penetration tests (SPT) at 2-ft intervals.

SAMPLER: Split-spoon sampler (2" OD,1-3/8" ID) driven 24 in. with a 140-lb. automatic hammer falling 30 in. per blow.

EQUIPMENT: ATV mounted drill rig; 4-1/4" ID hollow-stem augers.

GROUNDWATER OBSERVATIONS

DATE	TIME	WATER AT	CASING AT	STABILIZATION TIME
5/12/17	--	7 ft. ±	--	WET SAMPLE

DEPTH (ft.)	CASING BLOWS	SAMPLE No.	REC/PEN (in.)	DEPTH (ft.)	BLOWS/6"	SAMPLE DESCRIPTION	COMMENTS	STRATUM
0		S1	7/24	0-2	1-2-2-1	Very loose, black, sandy SILT, little organics (roots); moist.		**TOPSOIL**
2		S2	19/24	2-4	1-2-3-8	Top 14" - Loose, dark brown-orange, silty SAND, little organics (roots); moist. Light brown, silty SAND; moist.		**SILTY SAND**
4		S3	16/24	4-6	8-12-13-16	Medium dense, brown, fine to coarse SAND, some gravel, trace silt; moist.		**SAND**
6		S4	18/24	6-8	19-32-19-21	Very dense, brown, gravelly fine to coarse SAND, little gravel, trace silt; wet.		
8		S5	22/24	8-10	26-25-23-21	Top 10" - Dense, brown, fine to coarse SAND, trace gravel, trace silt; wet. Brown, fine to medium SAND, some silt, little gravel; wet.		**GLACIAL TILL**
10						End of boring at 10 ft.		
12								
14								
16								
18								
20								
22								
24								

GRANULAR SOILS		COHESIVE SOILS	
BLOWS/FT	DENSITY	BLOWS/FT	CONSISTENCY
0-4	VERY LOOSE	0-2	VERY SOFT
4-10	LOOSE	2-4	SOFT
10-30	MEDIUM DENSE	4-8	MEDIUM STIFF
30-50	DENSE	8-15	STIFF
> 50	VERY DENSE	15-30	VERY STIFF
		> 30	HARD

COMMENTS:

GENERAL NOTES:

1.) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL.

2.) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THIS BORING LOG. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS ARE MADE.

BORING No. B-1

Weston & Sampson	PROJECT Navy Yard Field Improvements Natick, MA	BORING No.	B-2
		SHEET	1 OF 1
		PROJECT No.	2160827.G
		CHECKED BY	Thomas Strike, PE

BORING Co.	Technical Drilling Services Inc.	BORING LOCATION	See attached plan.		
FOREMAN	Brett Baylk	GROUND SURFACE ELEV.	159 ft. ±	VERT. DATUM	NAVD88
WSE REP.	Brian Toner	DATE START	05/12/17	DATE END	05/12/17

METHODS: Hollow-stem augers. Standard penetration tests (SPT) at 2-ft and 5-ft intervals.

SAMPLER: Split-spoon sampler (2" OD,1-3/8" ID) driven 24 in. with a 140-lb. automatic hammer falling 30 in. per blow.

EQUIPMENT: ATV mounted drill rig; 4-1/4" ID hollow-stem augers.

GROUNDWATER OBSERVATIONS

DATE	TIME	WATER AT	CASING AT	STABILIZATION TIME
5/12/17	--	10 ft. ±	--	WET SAMPLE

DEPTH (ft.)	CASING BLOWS	SAMPLE No.	REC/PEN (in.)	DEPTH (ft.)	BLOWS/6"	SAMPLE DESCRIPTION	COMMENTS	STRATUM
0		S1	4/24	0-2	3-4-3-4	Loose, black, sandy SILT, little organics (roots); moist.		**TOPSOIL**
2		S2	2/24	2-4	3-2-2-4	Loose, brown, fine to medium SAND, some silt, trace gravel, trace roots; moist. [FILL]		**FILL**
4		S3	20/24	4-6	5-10-10-9	Medium dense, brownish-gray, silty SAND; moist.	(1)	**SILTY SAND**
10		S4	19/24	10-12	6-10-12-14	Top 4" - Brownish-gray, fine to medium SAND, some silt, trace gravel; wet. Middle 8" - Medium dense, brown-gray, gravelly fine to coarse SAND, trace silt; wet. Bottom 3" - Dark brown, silty fine to coarse SAND, little gravel; wet.	(2)	**SAND** **GLACIAL TILL**
						Auger refusal at 12.5 ft. End of boring at 12.5 ft.		

GRANULAR SOILS		COHESIVE SOILS	
BLOWS/FT	DENSITY	BLOWS/FT	CONSISTENCY
0-4	VERY LOOSE	0-2	VERY SOFT
4-10	LOOSE	2-4	SOFT
10-30	MEDIUM DENSE	4-8	MEDIUM STIFF
30-50	DENSE	8-15	STIFF
> 50	VERY DENSE	15-30	VERY STIFF
		> 30	HARD

COMMENTS:

(1) Auger grinding from about 6 ft. to 7 ft.

(2) Auger grinding from about 12 ft to 12.5 ft.

GENERAL NOTES:

1.) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL.

2.) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THIS BORING LOG. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS ARE MADE.

BORING No. B-2

Weston & Sampson	PROJECT Navy Yard Field Improvements Natick, MA	BORING No.	B-3
		SHEET	1 OF 1
		PROJECT No.	2160827.G
		CHECKED BY	Thomas Strike, PE

BORING Co.	Technical Drilling Services Inc.	BORING LOCATION	See attached plan.		
FOREMAN	Brett Baylk	GROUND SURFACE ELEV.	161 ft. ±	VERT. DATUM	NAVD88
WSE REP.	Brian Toner	DATE START	05/12/17	DATE END	05/12/17

METHODS: Hollow-stem augers. Standard penetration tests (SPT) at 2-ft intervals.

SAMPLER: Split-spoon sampler (2" OD,1-3/8" ID) driven 24 in. with a 140-lb. automatic hammer falling 30 in. per blow.

EQUIPMENT: ATV mounted drill rig; 4-1/4" ID hollow-stem augers.

GROUNDWATER OBSERVATIONS

DATE	TIME	WATER AT	CASING AT	STABILIZATION TIME
5/12/17	--	8 ft. ±	--	WET SAMPLE

DEPTH (ft.)	CASING BLOWS	SAMPLE No.	REC/PEN (in.)	DEPTH (ft.)	BLOWS/6"	SAMPLE DESCRIPTION	COMMENTS	STRATUM
0		S1	14/24	0-2	2-4-4-3	Loose, black, sandy SILT, little organics (roots); moist.		**TOPSOIL**
2		S2	6/24	2-4	2-2-2-2	Loose, dark brown, COAL ASH and SLAG; moist. [FILL]		**FILL**
4		S3	12/24	4-6	7-10-10-17	Medium dense, brown, silty SAND, trace gravel; moist.		**SILTY SAND**
6		S4	17/24	6-8	10-16-12-13	Medium dense, light brown, silty SAND; wet.		
8								
10						Auger refusal at 10 ft. End of boring at 10 ft.	(1)	
12								
14								
16								
18								
20								
22								
24								

GRANULAR SOILS		COHESIVE SOILS	
BLOWS/FT	DENSITY	BLOWS/FT	CONSISTENCY
0-4	VERY LOOSE	0-2	VERY SOFT
4-10	LOOSE	2-4	SOFT
10-30	MEDIUM DENSE	4-8	MEDIUM STIFF
30-50	DENSE	8-15	STIFF
> 50	VERY DENSE	15-30	VERY STIFF
		> 30	HARD

COMMENTS:

(1) Moved 10 ft. south and re-drilled; see log fro B-3A.

GENERAL NOTES:

1.) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL.

2.) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THIS BORING LOG. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS ARE MADE.

BORING No. B-3

Weston & Sampson	PROJECT Navy Yard Field Improvements Natick, MA	BORING No.	B-3A
		SHEET	1 OF 1
		PROJECT No.	2160827.G
		CHECKED BY	Thomas Strike, PE

BORING Co.	Technical Drilling Services Inc.	BORING LOCATION	See attached plan.		
FOREMAN	Brett Baylk	GROUND SURFACE ELEV.	161 ft. ±	VERT. DATUM	NAVD88
WSE REP.	Brian Toner	DATE START	05/12/17	DATE END	05/12/17

METHODS: Hollow-stem augers.

SAMPLER:

EQUIPMENT: ATV mounted drill rig; 4-1/4" ID hollow-stem augers.

GROUNDWATER OBSERVATIONS				
DATE	TIME	WATER AT	CASING AT	STABILIZATION TIME
GROUNDWATER NOT OBSERVED				

DEPTH (ft.)	CASING BLOWS	SAMPLE No.	REC/PEN (in.)	DEPTH (ft.)	BLOWS/6"	SAMPLE DESCRIPTION	COMMENTS	STRATUM
0								
2								
4								
6						See log for B-3 for soil conditions from 0-10 ft.		
8								
10								
12								
						Auger refusal at 13 ft. End of boring at 13 ft.		
14								
16								
18								
20								
22								
24								

GRANULAR SOILS		COHESIVE SOILS	
BLOWS/FT	DENSITY	BLOWS/FT	CONSISTENCY
0-4	VERY LOOSE	0-2	VERY SOFT
4-10	LOOSE	2-4	SOFT
10-30	MEDIUM DENSE	4-8	MEDIUM STIFF
30-50	DENSE	8-15	STIFF
> 50	VERY DENSE	15-30	VERY STIFF
		> 30	HARD

COMMENTS:

GENERAL NOTES:

1.) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL.

2.) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THIS BORING LOG. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS ARE MADE.

BORING No. B-3A

Weston & Sampson	PROJECT Navy Yard Field Improvements Natick, MA	BORING No.	B-4
		SHEET	1 OF 1
		PROJECT No.	2160827.G
		CHECKED BY	Thomas Strike, PE

BORING Co.	Technical Drilling Services Inc.	BORING LOCATION	See attached plan.		
FOREMAN	Brett Baylk	GROUND SURFACE ELEV.	159 ft. ±	VERT. DATUM	NAVD88
WSE REP.	Brian Toner	DATE START	05/12/17	DATE END	05/12/17

METHODS: Hollow-stem augers. Standard penetration tests (SPT) at 2-ft and 5-ft intervals.

SAMPLER: Split-spoon sampler (2" OD,1-3/8" ID) driven 24 in. with a 140-lb. automatic hammer falling 30 in. per blow.

EQUIPMENT: ATV mounted drill rig; 4-1/4" ID hollow-stem augers.

GROUNDWATER OBSERVATIONS

DATE	TIME	WATER AT	CASING AT	STABILIZATION TIME
5/12/17	--	9 ft. ±	--	WET SAMPLE

DEPTH (ft.)	CASING BLOWS	SAMPLE No.	REC/PEN (in.)	DEPTH (ft.)	BLOWS/6"	SAMPLE DESCRIPTION	COMMENTS	STRATUM
0		S1	15/24	0-2	3-5-9-7	2" TOPSOIL		**2" TOPSOIL**
						Medium dense, brown, fine to medium SAND, some silt, little gravel; moist. [FILL]		**SAND FILL**
2		S2	14/24	2-4	5-3-3-6	Medium stiff, dark brown, ORGANIC SILT; moist.		**BURIED TOPSOIL**
4		S3	1/24	4-6	8-10-12-13	No recovery.	(1)	**SILT**
6		S4	2/24	6-8	6-11-14-16	Very stiff, dark brown, sandy SILT; moist.		
8		S5	19/24	8-10	5-8-10-12	Top 5" - Brown, sandy SILT; moist. Medium dense, brown, fine to medium SAND, trace silt; wet.		**SAND**
10								
12								
		S6	5/7	13-13.6	37-100/1"	Very dense, brown, fine to coarse SAND, some silt, trace gravel; wet.		**GLACIAL TILL**
14								
		S7	15/24	15-17	18-39-80-79	Very dense, gray, fine to coarse SAND, some silt, trace gravel; wet.		
16								
						End of boring at 17 ft.		
18								
20								
22								
24								

GRANULAR SOILS		COHESIVE SOILS	
BLOWS/FT	DENSITY	BLOWS/FT	CONSISTENCY
0-4	VERY LOOSE	0-2	VERY SOFT
4-10	LOOSE	2-4	SOFT
10-30	MEDIUM DENSE	4-8	MEDIUM STIFF
30-50	DENSE	8-15	STIFF
> 50	VERY DENSE	15-30	VERY STIFF
		> 30	HARD

COMMENTS:

(1) Sampler may have been pushing a root.

GENERAL NOTES:

1.) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL.

2.) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THIS BORING LOG. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS ARE MADE.

Weston & Sampson	PROJECT Navy Yard Field Improvements Natick, MA	BORING No.	B-5
		SHEET	1 OF 1
		PROJECT No.	2160827.G
		CHECKED BY	Thomas Strike, PE

BORING Co.	Technical Drilling Services Inc.	BORING LOCATION	See attached plan.		
FOREMAN	Brett Baylk	GROUND SURFACE ELEV.	159.5 ft. ±	VERT. DATUM	NAVD88
WSE REP.	Brian Toner	DATE START	05/12/17	DATE END	05/12/17

METHODS: Hollow-stem augers. Standard penetration tests (SPT) at 2-ft and 5-ft intervals.

SAMPLER: Split-spoon sampler (2" OD,1-3/8" ID) driven 24 in. with a 140-lb. automatic hammer falling 30 in. per blow.

EQUIPMENT: ATV mounted drill rig; 4-1/4" ID hollow-stem augers.

GROUNDWATER OBSERVATIONS

DATE	TIME	WATER AT	CASING AT	STABILIZATION TIME
5/12/17	--	10 ft. ±	--	WET SAMPLE

DEPTH (ft.)	CASING BLOWS	SAMPLE No.	REC/PEN (in.)	DEPTH (ft.)	BLOWS/6"	SAMPLE DESCRIPTION	COMMENTS	STRATUM
0		S1	7/24	0-2	2-2-2-2	13" TOPSOIL Soft, dark brown, fine sandy SILT, little gravel, trace roots; moist. [FILL]		**13" TOPSOIL**
2		S2	1/24	2-4	1-1-1-1	Very loose, dark brown, fine to medium SAND, some gravel, little silt, trace debris (wire cord and ash); moist. [FILL]		**FILL**
4		S3	14/24	4-6	2-2-6-12	Top 7" - Medium stiff, black, fine sandy ORGANIC SILT; moist. Light brown, fine to medium SAND, little to some silt, trace gravel; moist.		**BURIED TOPSOIL**
6		S4	16/24	6-8	12-14-13-13	Medium dense, light brown, silty SAND, trace gravel; moist.		**SILTY SAND**
8								
10		S5	16/24	10-12	5-8-7-11	Medium dense, gray, sandy SILT, trace gravel; wet.		
12								
14								
		S6	4/24	15-17	4-3-3-9	Loose, gray-brown, silty SAND, trace gravel; wet.		
16								
						End of boring at 17 ft.		
18								
20								
22								
24								

GRANULAR SOILS		COHESIVE SOILS	
BLOWS/FT	DENSITY	BLOWS/FT	CONSISTENCY
0-4	VERY LOOSE	0-2	VERY SOFT
4-10	LOOSE	2-4	SOFT
10-30	MEDIUM DENSE	4-8	MEDIUM STIFF
30-50	DENSE	8-15	STIFF
> 50	VERY DENSE	15-30	VERY STIFF
		> 30	HARD

COMMENTS:

GENERAL NOTES:

1.) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL.

2.) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THIS BORING LOG. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS ARE MADE.

BORING No. B-5

TEST PIT LOG

PROJECT NAME/NO.	Navy Yard Field Improvements / 2160827			**TEST PIT NUMBER**	
LOCATION	Natick, MA			TP-1	
CLIENT	Natick, MA			GROUND SURFACE	
CONTRACTOR	TDS	FOREMAN:	Darwin Newton	ELEVATION	156.5 +/- (NAVD88)
OBSERVED BY	Julie A. Eaton, EIT	DATE	5/15/17	DEPTH TO GROUNDWATER	
CHECKED BY	Thomas Strike, PE	DATE	5/25/17		Not observed.

DEPTH BELOW GROUND SURFACE (ft.)	SOIL DESCRIPTION	STRATUM DESCRIPTION
Surface	Grass	
1	Dark brown, sandy SILT, some organics (roots), trace gravel; moist.	**16" TOPSOIL**
2	Orange brown, silty SAND, trace gravel, trace organics (fine roots); moist.	**SILTY SAND**
3	Brown, medium to coarse SAND, little gravel, trace fine sand, trace silt, very few cobbles; moist.	**SAND**
4		
5		
6	- becomes difficult excavation.	
7	End of test pit at 6 ft.	
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

NOTES: Test pit excavated with moderate difficulty using a 15,000 lb backhoe and a toothed bucket (1/2 cy).

Minor caving observed below 2 ft.

No seepage observed.

TEST PIT NUMBER

TP-1

Weston & Sampson

TEST PIT LOG

PROJECT NAME/NO.	Navy Yard Field Improvements / 2160827			**TEST PIT NUMBER**	
LOCATION	Natick, MA			TP-2	
CLIENT	Natick, MA			GROUND SURFACE	
CONTRACTOR	TDS	FOREMAN:	Darwin Newton	ELEVATION	157.5 +/- (NAVD88)
OBSERVED BY	Julie A. Eaton, EIT	DATE	5/15/17	DEPTH TO GROUNDWATER	
CHECKED BY	Thomas Strike, PE	DATE	5/25/17		Not observed.

DEPTH BELOW GROUND SURFACE (ft.)	SOIL DESCRIPTION	STRATUM DESCRIPTION
Surface	Grass	
1	Dark brown, sandy SILT, some organics (roots), trace gravel; moist.	**12" TOPSOIL**
2	Orange brown, silty SAND, trace gravel, trace organics (fine roots); moist.	**SILTY SAND**
3	Brown, silty SAND, trace gravel; moist.	**SAND**
4	Brown, fine to coarse SAND, trace silt, trace gravel; moist. Orange staining at about 5 ft. (possible indication of high groundwater level).	
5		
6	- becomes difficult excavation.	
7	End of test pit at 6 ft.	
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

NOTES: Test pit excavated with moderate difficulty using a 15,000 lb backhoe and a toothed bucket (1/2 cy).

Minor caving observed below 4 ft.

No seepage observed.

TEST PIT NUMBER

TP-2

Weston & Sampson

TEST PIT LOG

PROJECT NAME/NO.	Navy Yard Field Improvements / 2160827			**TEST PIT NUMBER**	
LOCATION	Natick, MA			TP-3	
CLIENT	Natick, MA			GROUND SURFACE	
CONTRACTOR	TDS	FOREMAN:	Darwin Newton	ELEVATION	159 +/- (NAVD88)
OBSERVED BY	Julie A. Eaton, EIT	DATE	5/15/17	DEPTH TO GROUNDWATER	
CHECKED BY	Thomas Strike, PE	DATE	5/25/17		Not observed.

DEPTH BELOW GROUND SURFACE (ft.)	SOIL DESCRIPTION	STRATUM DESCRIPTION
Surface	Grass	
	Dark brown, sandy SILT, some organics (roots), trace gravel; moist.	**8" TOPSOIL**
1	Orange brown, silty SAND, trace gravel, trace organics (fine roots); moist.	**SILTY SAND**
2	Brown, fine SAND, little to some silt, trace gravel, trace organics (fine roots); moist.	**SAND**
3	Brown, fine to coarse SAND, trace silt, trace gravel; moist.	
4		
5	- becomes difficult excavation.	
	End of test pit at 5 ft.	
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

NOTES: Test pit excavated with moderate difficulty using a 15,000 lb backhoe and a toothed bucket (1/2 cy).

Minor caving observed below 2 ft.

No seepage observed.

TEST PIT NUMBER

TP-3

Weston & Sampson

TEST PIT LOG

PROJECT NAME/NO.	Navy Yard Field Improvements / 2160827			**TEST PIT NUMBER**	
LOCATION	Natick, MA			TP-4	
CLIENT	Natick, MA			GROUND SURFACE	
CONTRACTOR	TDS	FOREMAN:	Darwin Newton	ELEVATION	157 +/- (NAVD88)
OBSERVED BY	Julie A. Eaton, EIT	DATE	5/15/17	DEPTH TO GROUNDWATER	
CHECKED BY	Thomas Strike, PE	DATE	5/25/17		Not observed.

DEPTH BELOW GROUND SURFACE (ft.)	SOIL DESCRIPTION	STRATUM DESCRIPTION
Surface	Grass	
	Dark brown, sandy SILT, some organics (roots), trace gravel; moist.	**8" TOPSOIL**
1	Orange brown, silty SAND, trace gravel, trace organics (fine roots); moist.	**SILTY SAND**
2	Brown, fine to coarse SAND, trace silt; wet. Slow seepage (<1 gpm) observed, possible perched groundwater table.	**SAND**
3	Brown and gray, fine silty SAND, trace gravel; wet.	**SILTY SAND**
4		
5		
6	- grades to orange staining at about 6 ft. (possible indication of high groundwater level).	
7		
	End of test pit at 7 ft.	
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

NOTES: Test pit excavated with moderate difficulty using a 15,000 lb backhoe and a toothed bucket (1/2 cy).

Minor caving observed below 1.5 ft.

TEST PIT NUMBER

TP-4

Weston & Sampson

TEST PIT LOG

PROJECT NAME/NO.	Navy Yard Field Improvements / 2160827			**TEST PIT NUMBER**	
LOCATION	Natick, MA			TP-5	
CLIENT	Natick, MA			GROUND SURFACE	
CONTRACTOR	TDS	FOREMAN:	Darwin Newton	ELEVATION	159 +/- (NAVD88)
OBSERVED BY	Julie A. Eaton, EIT	DATE	5/15/17	DEPTH TO GROUNDWATER	
CHECKED BY	Thomas J. Strike, PE	DATE	5/25/17		Not observed.

DEPTH BELOW GROUND SURFACE (ft.)	SOIL DESCRIPTION	STRATUM DESCRIPTION
Surface	Grass	
	Dark brown, sandy SILT, some organics (roots), trace gravel; moist.	**8" TOPSOIL**
1	Orange brown, silty SAND, little organics (fine roots), trace gravel; moist.	**SILTY SAND**
2		
3	Brown and gray, silty SAND, trace gravel; moist. Orange staining (possible indication of previous groundwater level).	
4	Dark brown and orange fine to coarse gravelly SAND, frequent nestled cobbles, trace silt; m	**SAND**
5	- becomes difficult excavation.	
6		
	End of test pit at 6 ft.	
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

NOTES: Test pit excavated with moderate difficulty using a 15,000 lb backhoe and a toothed bucket (1/2 cy).

Minor caving observed below 2.5 ft.

No seepage observed.

TEST PIT NUMBER

TP-5

Weston & Sampson

TEST PIT LOG

PROJECT NAME/NO.	Navy Yard Field Improvements / 2160827			**TEST PIT NUMBER**	
LOCATION	Natick, MA			TP-6	
CLIENT	Natick, MA			GROUND SURFACE	
CONTRACTOR	TDS	FOREMAN:	Darwin Newton	ELEVATION	162 +/- (NAVD88)
OBSERVED BY	Julie A. Eaton, EIT	DATE	5/15/17	DEPTH TO GROUNDWATER	
CHECKED BY	Thomas J. Strike, PE	DATE	5/25/17		8 ft. +/-

DEPTH BELOW GROUND SURFACE (ft.)	SOIL DESCRIPTION	STRATUM DESCRIPTION
Surface		
1	Dark brown, sandy SILT, some organics (roots), trace gravel; moist.	**14" TOPSOIL**
2	Dark brown, silty SAND, some gravel, trace debris (3" pocket of coal ash), trace organics (roots); moist. [FILL]	**FILL**
3	- grades to frequent cobbles and boulders (up to 20" diameter)	
4	- end of root zone. - trace debris (wood, ceramic plates)	
5		
6	Dark brown, ORGANIC SILT, trace sand, few cobbles; moist.	**BURIED TOPSOIL**
7		
8		
9	Light brown, fine to medium SAND, trace gravel, trace silt; wet.	**SAND**
10	End of test pit at 9 ft.	
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

NOTES: Test pit excavated with moderate difficulty using a 15,000 lb backhoe and a toothed bucket (1/2 cy).

Moderate caving observed below 2.5 ft. +/-

Minor seepage (<5 gpm) observed at 8 ft. +/-

TEST PIT NUMBER

TP-6

Weston & Sampson

Town of Natick

Weston & Sampson

transform your environment

TOWN OF NATICK
MASSACHUSETTS

TO: Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
Anthony Comeau, Supervisor, Water & Sewer Division, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: October 24, 2018

SUBJECT: CONTRACT AWARD
Replacement of the Doors at the Pit Building Located off of Oak Street in Natick

On October 19, 2018, responses were received in response to the Town of Natick's RFR for replacement of the doors at the pit building located off Oak Street in the Town of Natick. Responses were received from two responders. (See attached.)

The lowest response was received from Door Systems Inc., dba Door Systems Metro Boston ("Door Systems"). It submitted the following prices: $11,590.00 for the main bid work.

After reviewing references and background, it has been determined that Door Systems is a responsible and responsive responder.

We recommend that the Natick Board of Selectmen award the contract to Door Systems for the price submitted in its response.

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

Responses Received:	10/03/18
Newspaper Advertisement: (MetroWest Daily News)	09/28/18
Website & Town Hall Postings:	09/24/18
Central Register Publication:	10/03/18
COMMBUYS Publication:	09/24/18

Funding information: DPW Account No. 65020111 583000 - $11,590.00.

Town of Natick

Opening Form

Responses - Door Installation at the Pit Building in the Town of Natick

Date & Time: October 19, 2018, 11:00 A.M. EDST

Company Name	Response Marked		Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Responder	Conflict of Interest Certificate	Signature of Responder & Addenda 1 Acknowledge	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Prices
Door Systems Metro Boston, Framingh	x		x	x	x	x	x	x	x	x	$11,590.00
Collins Overhead Door, N. Reading, M	x		x	x	x	x	x	x	x	x	$14,000.00

CPO Signature: 10/19/18

Witness Signature: Melissa A 10/19/18

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Public Notification and Quote Process – Overhead Door Replacement at Pit Building in the Town of Natick

Date: October 24, 2018

In September 2018, I received a procurement request for replacement of two (2) overhead doors at the Pit storage building located off of Oak Street 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 two (2) doors at the Pit Building located off Oak Street in the Town of Natick, Massachusetts.

The Successful Responder shall two sets of doors as follows:

Door 1:

Size: 12'2" x 14'0" with Pass Door
Finish: Powder Coated or Similar Steel
Color: White
Insulation: Polyurethane
Tracks: 14'0" High (Metal)(Angle Mounted) Full Vertical Reinforced
Tortion Springs: (Solid Shaft)
Hardware Cartons: 12'2" x 14'0" Tortion Full Vertical
Opener with ½ hp 115/230V (Lift Master BH501L5R or equal)
Wireless keypad (877 MAX or equal) with protector system (CPS-UN4 or equal)
Interlock SPDT 15A @125/250 VAC
Two (2)-wire coil cord
1x13'1" solid keyed shaft
3 of 1 ½ x 2 x 8'3" 12GA commercial punched painted grey angle

Door 2:

Size: 12'2" x 14'0"
Finish: Powder Coated or Similar Steel
Color: White
Insulation: Polyurethane
Tracks: 14'0" High (Metal)(Angle Mounted) Full Vertical Reinforced
Tortion Springs: (Solid Shaft)
Hardware Cartons: 12'2" x 14'0" Tortion Full Vertical
Opener with ½ hp 115/230V (Lift Master BH501L5R or equal)
Wireless keypad (877 MAX or equal) with protector system (CPS-UN4 or equal)
Two (2)-wire coil cord
1x13'1" solid keyed shaft
3 of 1 ½ x 2 x 8'3" 12GA commercial punched painted grey angle

All work to be performed by the Successful Responder under any Contract with the Town shall be at prevailing wage rates.

The Successful Responder shall use caution during construction operations. The building is operational and contain personnel, furniture, fixtures and equipment. Mechanical equipment such as lighting, electrical conduits, junction boxes, power lines, etc. may exist in the vicinity of the work The Successful Responder shall take all necessary precautions so as not to cause any damages. Any damages that interrupt service and/or require repairs to the building, furniture, fixtures or equipment shall be the responsibility of the Successful Responder at no additional cost to the Owner and shall be repaired immediately.

Responses were due no later than 11:00 A.M. local time on October 3, 2018.

SOLICITED FIRMS:

On Wednesday, October 3, 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. 149, §44A. Firms solicited for written quotes, at the emails shown below, were:

a. Door Systems MetroBoston, 120 Alexander Street, P.O. Box 511, Framingham, MA 01704-0511. info@doorsys.com 508-875-3508

b. Bode Equipment, 41 Brigham St Unit 15, Marlborough, MA 01752. Scott.rose@bodeequipment.com 508-881-6200

c. Collins Overhead Door, 404 3rd St, Everett, MA 02149. MSheldon@collinsdoor.com 617-387-0759 X25

Quotes were ultimately due no later than 11:00 A.M. local time on October 19, 2018

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

1. On October 19, 2018, Collins Overhead Door, at the above address, submitted a quote of $14,000.00 to provide the required services.

2. On October 19, 2018, Door Systems MetroBoston, at the above address, submitted a quote of $11,590.00 to provide the required services.

   On October 13, 2018, Bode Equipment, at the above address, declined to submit a quote, stating that the work was too large an undertaking at this time.

RESPONSE TABULATION

Responses were opened at 11:00 A.M. local time on October 19, 2018.

Other than the quotes above, no outside responses were received.

The lowest overall quote/response was that of Door Systems Metro Boston, which submitted the lowest price of $11,590.00 to perform the above work.

Town of Natick, Massachusetts
Contract for Services Related to Installation of Doors
at the Pit Building, Located off of Oak Street 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 Door Systems Inc., dba Door Systems Metro Boston, organized under the laws of the Commonwealth of Massachusetts, with a principal office located at P.O. Box 511, 120 Alexander Street, Framingham, MA 01704 (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 doors at the Pit Building Located off of Oak Street in the Town of Natick, as set forth in the Request for Responses Related to Installation of Doors at the Pit Building in the Town of Natick ("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 (estimated to be on or about November 15, 2018). The work will be complete sixty (60) days following the issuance of the Notice to Proceed. Should the work not complete within sixty (60) 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 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, 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.

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.

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 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 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 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 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
Door Systems Inc.
dba Door Systems Metro Boston
P.O. Box 511
120 Alexander Street
Framingham, MA 01704.

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 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 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 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 Installation of Doors
at the Pit Building, Located off of Oak Street in the Town of Natick

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: _____

Door Systems Inc.
dba Door Systems Metro Boston
by:

_____
Signature

_____
Printed Name

_____
Printed Title

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.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

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

_____ Dated: _____
Karis L. North, Esq.

Town of Natick, Massachusetts
Contract for Services Related to Installation of Doors
at the Pit Building, Located off of Oak 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.)

Town of Natick
Natick, Massachusetts

Request for Responses

SERVICES RELATED TO INSTALLATION OF DOORS AT THE PIT BUILDING LOCATED OFF OF OAK STREET IN THE TOWN OF NATICK

RESPONSES DUE:
October 19, 2018, 11:00 A.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 the procurement of services related to the installation of doors at the Pit Building located off Oak Street 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, 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 October 3, 2018. No pre-response conference will be held. Responses will be received until 11:00 A.M. local time, October 19, 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 approval of the Natick Board of Selectmen.

I. INTRODUCTION

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 the procurement of services related to the installation of doors at the Pit Building located off Oak Street 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 October 11, 2018.

Each Responding party's response marked, marked "RFR: Installation of Doors at the Pit Building off Oak Street in the Town of Natick," will be received until **11:00 A.M. local time, October 19, 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

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 two (2) doors at the Pit Building located off Oak Street in the Town of Natick, Massachusetts.

The Successful Responder shall two sets of doors as follows:

Door 1:

Size: 12'2" x 14'0" with Pass Door
Finish: Powder Coated or Similar Steel
Color: White
Insulation: Polyurethane
Tracks: 14'0" High (Metal)(Angle Mounted) Full Vertical Reinforced
Tortion Springs: (Solid Shaft)
Hardware Cartons: 12'2" x 14'0" Tortion Full Vertical
Opener with ½ hp 115/230V (Lift Master BH501L5R or equal)
Wireless keypad (877 MAX or equal) with protector system (CPS-UN4 or equal)
Interlock SPDT 15A @125/250 VAC
Two (2)-wire coil cord
1x13'1" solid keyed shaft
3 of 1 ½ x 2 x 8'3" 12GA commercial punched painted grey angle

Door 2:

Size: 12'2" x 14'0"
Finish: Powder Coated or Similar Steel
Color: White
Insulation: Polyurethane
Tracks: 14'0" High (Metal)(Angle Mounted) Full Vertical Reinforced
Tortion Springs: (Solid Shaft)
Hardware Cartons: 12'2" x 14'0" Tortion Full Vertical

Opener with ½ hp 115/230V (Lift Master BH501L5R or equal)
Wireless keypad (877 MAX or equal) with protector system (CPS-UN4 or equal)
Two (2)-wire coil cord
1x13'1" solid keyed shaft
3 of 1 ½ x 2 x 8'3" 12GA commercial punched painted grey angle

All work to be performed by the Successful Responder under any Contract with the Town shall be at prevailing wage rates.

The Successful Responder shall use caution during construction operations. The building is operational and contain personnel, furniture, fixtures and equipment. Mechanical equipment such as lighting, electrical conduits, junction boxes, power lines, etc. may exist in the vicinity of the work The Successful Responder shall take all necessary precautions so as not to cause any damages. Any damages that interrupt service and/or require repairs to the building, furniture, fixtures or equipment shall be the responsibility of the Successful Responder at no additional cost to the Owner and shall be repaired immediately.

The Successful Responder shall use extreme caution during the entire construction period. The Successful Responder is responsible for maintaining the building in a watertight/weathertight condition during the entire construction period. The Successful Responder is responsible for preventing any construction related material from entering the building and the roof drainage system(s) during the during the entire construction period.

The existing condition information has been compiled from a variety of sources.The existing conditions are provided for general information only. Actual conditions may vary. Successful Responder is required to verify existing conditions, and dimensions prior to submitting his response. No additional compensation or time extension will be made for dimensional errors or discoverable inaccuracies related to existing conditions in the contract documents.

The Successful Responder shall follow the following standards in the performance of all work under any contract awarded pursuant to this RFR.

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 the procurement of services related to the installation of doors at the Pit Building located off Oak Street in the Town of Natick, Massachusetts.

TOTAL BASE BID - FOR RFR COMPARISON
BASED UPON ESTIMATED QUANTITIES $ 11,590.00

Eleven Thousand Five Hundred Ninety dollars and 0 cents
In the event of a discrepancy, the amount listed in words shall control.

The undersigned Responding party acknowledges receipt of addenda nos. 1.

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

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

William Francis Galvin
Secretary of the
Commonwealth

Date: October 18, 2018

To Whom It May Concern :

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

DOOR SYSTEMS, INC.

is a domestic corporation organized on **January 02, 1974** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18100363880
Verify this Certificate at: http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx
Processed by:

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	CONTACT NAME: Anna Lukas	
T. Edmund Garrity & Co., Inc. 545 Concord Avenue, Suite 16 Cambridge MA 02138	PHONE (A/C, No, Ext): (617) 354-4640	FAX (A/C, No): (617) 354-5828
	E-MAIL ADDRESS: annie@garrity-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Republic Franklin Insurance Co	12475
INSURED	INSURER B: Utica Mutual Insurance Co.	25976
Door Systems Inc	INSURER C:	
PO Box 511	INSURER D:	
120 Alexander St	INSURER E:	
Framingham MA 01704	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2018 Door Systems COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			4721469	12/31/2017	12/31/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			4721470	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			4721471	12/31/2017	12/31/2018	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Property, Special Form Replacement Cost			4721469	12/31/2017	12/31/2018	Buildings & Blanket Bus	4,559,319

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

Wholesaler and installer of garage doors and overhead bay doors. Location: 120 Alexander St Framingham MA 01702.

CERTIFICATE HOLDER

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/18

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 FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com

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

INSURED
ADP TotalSource I, Inc.
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
Door Systems Inc
120 Alexander St
Framingham, MA 01702

CERTIFICATE NUMBER: 2190930 **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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 047020189 MA	07/01/18	07/01/19	X PER STATUTE OTH-ER	
							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)
TOWN OF NATICK is an alternate employer under the above stated policy as respects to work performed by worksite employees of DOOR SYSTEMS INC.
All worksite employees working for DOOR SYSTEMS INC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. DOOR SYSTEMS INC is an alternate employer under this policy.

CERTIFICATE HOLDER

Town of Natick
75 West Street
Natick, MA 01760

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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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/30/2018

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.

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
T. Edmund Garrity & Co., Inc.
545 Concord Avenue, Suite 16
Cambridge MA 02138

CONTACT NAME: Anna Lukas
PHONE (A/C, No, Ext): (617) 354-4640 FAX (A/C, No): (617) 354-5828
E-MAIL ADDRESS: annie@garrity-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Republic Franklin Insurance Co	12475
INSURER B: Utica Mutual Insurance Co.	25976
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Door Systems Inc
PO Box 511
120 Alexander St
Framingham MA 01704

COVERAGES CERTIFICATE NUMBER: 2018 Door Systems COI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			4721469	12/31/2017	12/31/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			4721470	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			4721471	12/31/2017	12/31/2018	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Property, Special Form Replacement Cost			4721469	12/31/2017	12/31/2018	Buildings & Blanket Bus	4,559,319

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

Wholesaler and installer of garage doors and overhead bay doors. Location: 120 Alexander St Framingham MA 01702.

CERTIFICATE HOLDER

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

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The ACORD name and logo are registered marks of ACORD

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.

Stephen Osborne

Authorized Signature

Stephen Osborne

Printed Name

Commercial Sales

Printed Title

October 18 2018

Date

Full Legal Name Door Systems, Inc.

Officers of Corporation and Addresses

Lars A Nilt President

Lars A Nilt Secretary

State of Incorporation Massachusetts

Principal Place of Business 120 Alexander St.

Framingham MA 01702

Tel. 508 875 3508

Qualified in Massachusetts **Yes** X **No** _____

Principal Place of Business in MA 120 Alexander St

Framingham MA 01702

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: June 27, 2017

To Whom It May Concern :

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

DOOR SYSTEMS, INC.

is a domestic corporation organized on **January 02, 1974** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 17060533140

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

Processed by:

DOOR SYSTEMS
GARAGE DOOR GROUP

A-1 OVERHEAD DOOR SYSTEMS
10 Powers Street, Unit 4
Leominster, MA 01453
Phone: (978) 342-3344

ATLAS DOOR SYSTEMS
7 Moody Road, Suite 2A
Enfield, CT 06082
Phone: (860) 668-7991

CASPERSEN DOOR SYSTEMS
1 Jonathan Bourne Dr, Unit 3
Pocasset, MA 02559
Phone: (508) 563-5633

CHAMPLAIN DOOR SYSTEMS
4182 Highbridge Road; PO Box 2129
Georgia, VT 05468
Phone: (802) 524-7595

COLES DOOR SYSTEMS
105 Windermere Ave, Suite 3B
Ellington, CT 06029
Phone: (860) 871-0172

DOOR SYSTEMS METRO BOSTON
120 Alexander Street, PO Box 511
Framingham, MA 01704-0511
Phone: (508) 875-3508

DOOR SYSTEMS RHODE ISLAND
375 Putnam Pike, Store 22
Smithfield, RI 02917
Phone: (401) 568-0000

DOOR SYSTEMS SOUTH SHORE
454 Washington Street, Suite 2-4
Norwell, MA 02061
Phone: (781) 924-8000

DSI NORTH DOOR SYSTEMS
45 Mason Street
Salem, MA 01970
Phone: (978) 741-1600

MIDDLESEX DOOR SYSTEMS
45 Winn Street
Burlington, MA 01803
Phone: (781) 270-5066

info@doorsys.com

October 18, 2018

Town of Natick

75 West St.

Natick MA 01760

Door Systems, Inc. has contracts with the following Municipalities,

City of Boston Fire Dept.

115 Southampton St. Boston MA. 02118

Contact is Joseph Mayo 617-343-3313.

City of Boston Public Schools

1216 Dorchester Ave. Dorchester MA. 02125

Contact is Robert Ridlon 617-635-8300.

City of Quincy

58 Saville St. Quincy MA 02169

Contact is Michael Monahan 617-376-1543

City of Newton

52 Eliot St. Newton MA, 02461

Contact is Arthur Cabral 617-796-1610

City of Sommerville

1 Franey Rd. Somerville MA. 02145

Contact is Michael Bowler 617-666-3311

Town of Dover

2 Dedham St. Dover MA. 02030

Contact is Karl Warnick 508-238-0573

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October 18, 2018

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Door Systems, Inc. was incorp[orated in 1974 and has been located at the same address and under the same names to the present date.

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October 18, 2018

Town of Natick

75 West St.

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Door Systems, Inc. is not required to have any special licensing for the sale and installation of overhead doors and openers.

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October 18, 2018

Town of Natick

75 West St.

Natick MA 01760

Door Systems, Inc. has a full compliment of manpower, trucks, scissor lifts and all equipment nessecary to perform overhead soor installation and service on a 24 hour 7 day a week schedule.

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October 23, 2018

Town of Natick

75 West St.

Natick MA 01760

Door Systems, Inc. has had no name change and we have no pending lawsuits.

Below is a list of recently completed projects.

Town of Dover Fire Station

1 Walpole St. Dover Ma 02030 $27,000.00

Town of Sherborn Fire Dept.

32 North Main St Sherborn MA 01770 $26,440.00

Spectrum Builders

New Building 842 Sterling Rd. Lancaster MA 01501 $49,900.00

Points North Construction

Holden Produce 1 Griffin Way Chelsea MA 02514 $35,335.00

Boston Property Ventures

Condo 23 Bridge St. Quincy MA 02169 $18,000.00

Dedham Westwood Water District

50 Elm St. Dedham MA 02026 $18,600.00

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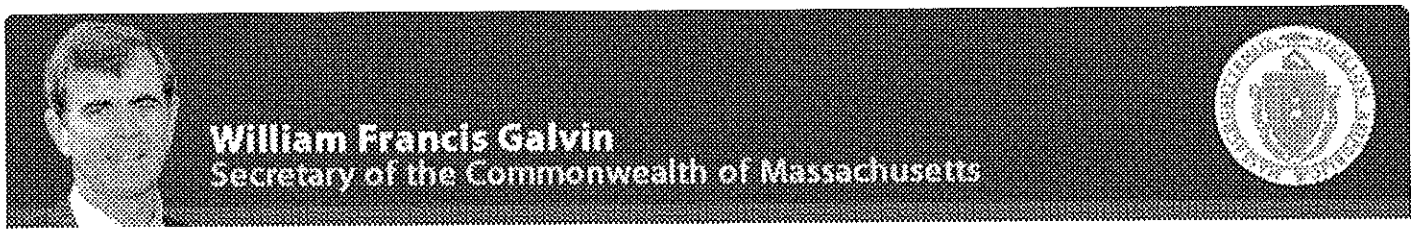
October 18, 2018

Town of Natick

75 West St.

Natick MA 01760

Door Systems, Inc. does not share financial records for bid openings. We can provide records should we be awarded the contract.



Corporations Division

Business Entity Summary

ID Number: 042531608

Request certificate New search

Summary for: DOOR SYSTEMS, INC.

The exact name of the Domestic Profit Corporation: DOOR SYSTEMS, INC.

Entity type: Domestic Profit Corporation

Identification Number: 042531608

Date of Organization in Massachusetts:
01-02-1974

Last date certain:

Current Fiscal Month/Day: 03/31 **Previous Fiscal Month/Day:** 12/31

The location of the Principal Office:

Address: 120 ALEXANDER ST

City or town, State, Zip code, Country: FRAMINGHAM, MA 01702 USA

The name and address of the Registered Agent:

Name: LARS A NITT

Address: 120 ALEXANDER ST PO BOX 511

City or town, State, Zip code, Country: FRAMINGHAM, MA 01704-0511 USA

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	LARS A. NIIT	120 ALEXANDER ST. FRAMINGHAM, MA 01704-0511 USA
TREASURER	LARS A. NIIT	120 ALEXANDER ST. FRAMINGHAM, MA 01704-0511 USA
SECRETARY	LARS A. NIIT	120 ALEXANDER ST. FRAMINGHAM, MA 01704-0511 USA
DIRECTOR	LARS A. NIIT	120 ALEXANDER ST. FRAMINGHAM, MA 01704-0511 USA

Business entity stock is publicly traded:

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2018

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

Town of Natick is listed as additional insured for general liability, auto and umbrella policies if so required by written contract as it relates to named insured's operations.

CERTIFICATE HOLDER

Town of Natick

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

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Town of Natick, Massachusetts

ADDENDUM NO. 1

TO: Prospective Responders/Quoting Parties

PROJECT: RFR: Installation of Doors at the Pit Building/
Located Off Oak Street in the Town of Natick

FROM: Bryan R. Le Blanc
Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
(508)- 647-6438

DATE: October 16, 2018

Please also acknowledge via return correspondence upon receipt.

This addendum shall be acknowledged as indicated on the QUOTE/RESPONSE FORM, which is included with the RFR, and which shall be submitted to the Town. Failure to acknowledge Addendum No. 1 in the QUOTE/RESPONSE FORM may result in rejection of your firm's quote.

This addendum consists of two (2) pages (including this one).

The Town responds to questions raised in the quote/response process:

1. *The steel tube structure around the door existing condition/openings is not prepared for overhead door installations, correct? If so, in a potential contract with the Town, should the Successful Responder cut the precast blocks to acquire the proper plane elevation consistent top to bottom to provide the overhead door tracks an uninterrupted attachment surface? Alternatively, in a potential contract with the Town, should the Successful Responder add more steel to the existing steel tubes to bump out the mounting surface flush with precast blocks?*

   Correct; however, the Contractor will not be responsible for bumping out the mounting surface. Pressure treated lumber will be installed by others before installation of the doors.

2. *Who will be responsible for the modification to both door openings?*

   The Contractor will not be responsible for bumping out the mounting surface. Pressure treated lumber will be installed by others before installation of the doors.

The due date/time remains unchanged.

All other terms and conditions of the procurement and resulting contract remain the same.

Town of Natick
Natick, Massachusetts

Request for Responses

Fund
RFR
avail
10/3/18

SERVICES RELA OF DOORS AT THE PIT B OF OAK STREET CK

Octo IME

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 the procurement of services related to the installation of doors at the Pit Building located off Oak Street 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, 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 October 3, 2018. No pre-response conference will be held. Responses will be received until 11:00 A.M. local time, October 19, 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 approval of the Natick Board of Selectmen.

I. INTRODUCTION

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 the procurement of services related to the installation of doors at the Pit Building located off Oak Street 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 October 11, 2018.

Each Responding party's response marked, marked "RFR: Installation of Doors at the Pit Building off Oak Street in the Town of Natick," will be received until **11:00 A.M. local time, October 19, 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

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 two (2) doors at the Pit Building located off Oak Street in the Town of Natick, Massachusetts.

The Successful Responder shall two sets of doors as follows:

Door 1:

Size: 12'2" x 14'0" with Pass Door
Finish: Powder Coated or Similar Steel
Color: White
Insulation: Polyurethane
Tracks: 14'0" High (Metal)(Angle Mounted) Full Vertical Reinforced
Tortion Springs: (Solid Shaft)
Hardware Cartons: 12'2" x 14'0" Tortion Full Vertical
Opener with ½ hp 115/230V (Lift Master BH501L5R or equal)
Wireless keypad (877 MAX or equal) with protector system (CPS-UN4 or equal)
Interlock SPDT 15A @125/250 VAC
Two (2)-wire coil cord
1x13'1" solid keyed shaft
3 of 1 ½ x 2 x 8'3" 12GA commercial punched painted grey angle

Door 2:

Size: 12'2" x 14'0"
Finish: Powder Coated or Similar Steel
Color: White
Insulation: Polyurethane
Tracks: 14'0" High (Metal)(Angle Mounted) Full Vertical Reinforced
Tortion Springs: (Solid Shaft)
Hardware Cartons: 12'2" x 14'0" Tortion Full Vertical

Opener with ½ hp 115/230V (Lift Master BH501L5R or equal)
Wireless keypad (877 MAX or equal) with protector system (CPS-UN4 or equal)
Two (2)-wire coil cord
1x13'1" solid keyed shaft
3 of 1 ½ x 2 x 8'3" 12GA commercial punched painted grey angle

All work to be performed by the Successful Responder under any Contract with the Town shall be at prevailing wage rates.

The Successful Responder shall use caution during construction operations. The building is operational and contain personnel, furniture, fixtures and equipment. Mechanical equipment such as lighting, electrical conduits, junction boxes, power lines, etc. may exist in the vicinity of the work The Successful Responder shall take all necessary precautions so as not to cause any damages. Any damages that interrupt service and/or require repairs to the building, furniture, fixtures or equipment shall be the responsibility of the Successful Responder at no additional cost to the Owner and shall be repaired immediately.

The Successful Responder shall use extreme caution during the entire construction period. The Successful Responder is responsible for maintaining the building in a watertight/weathertight condition during the entire construction period. The Successful Responder is responsible for preventing any construction related material from entering the building and the roof drainage system(s) during the during the entire construction period.

The existing condition information has been compiled from a variety of sources.The existing conditions are provided for general information only. Actual conditions may vary. Successful Responder is required to verify existing conditions, and dimensions prior to submitting his response. No additional compensation or time extension will be made for dimensional errors or discoverable inaccuracies related to existing conditions in the contract documents.

The Successful Responder shall follow the following standards in the performance of all work under any contract awarded pursuant to this RFR.

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 the procurement of services related to the installation of doors at the Pit Building located off Oak Street in the Town of Natick, Massachusetts.

TOTAL BASE BID - FOR RFR COMPARISON
BASED UPON ESTIMATED QUANTITIES $_____

_____ dollars and _____ cents.
In the event of a discrepancy, the amount listed in words shall control.

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.)

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Natick, Massachusetts

Contract Number:

City/Town: NATICK

Description of Work: Request for Responses/Installation of Doors at the Pit Storage Building, located off of Oak Street in the Town of Natick, Massachusetts

Job Location: Off Oak 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

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 - 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	$0.00	$81.62
	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 *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 *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"						
CAISSON & UNDERPINNING TOP MAN *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"						
CARBIDE CORE DRILL 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"						
CARPENTER *CARPENTERS -ZONE 2 (Eastern Massachusetts)*	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 *CARPENTERS -ZONE 2 (Wood Frame)*	04/01/2018	$26.67	$7.07	$7.86	$0.00	$41.60
	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 *BRICKLAYERS LOCAL 3 (LOWELL)*	07/01/2018	$42.52	$12.42	$22.41	$0.30	$77.65
	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 *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"						
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	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 *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
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
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
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 103*	09/01/2018	$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"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING *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
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	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
	12/01/2021	$45.36	$11.00	$15.50	$0.00	$71.86
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER *LABORERS - ZONE 2*	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
	12/01/2021	$24.50	$7.70	$14.02	$0.00	$46.22
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE I*	03/01/2016	$42.13	$9.80	$17.62	$0.00	$69.55

Apprentice - *FLOORCOVERER - Local 2168 Zone I*

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 *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"						
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 - 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

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

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) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) *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"						
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) *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"						
HVAC MECHANIC *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"						

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

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 *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: 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

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

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,	01/01/2019	$41.26	$8.15	$20.85	$0.00	$70.26
NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*	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) *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

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

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 - 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.) *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"

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
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 25c*	07/01/2017	$29.48	$8.48	$9.72	$0.00	$47.68
RECLAIMERS *OPERATING ENGINEERS LOCAL 4*	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	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"						
ROLLER/SPREADER/MULCHING MACHINE	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"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)	08/01/2018	$42.36	$11.35	$15.90	$0.00	$69.61
ROOFERS LOCAL 33	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	08/01/2018	$42.61	$11.35	$15.90	$0.00	$69.86
ROOFERS LOCAL 33	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

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	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"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	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"						
TELECOMMUNICATION TECHNICIAN	09/01/2018	$37.97	$13.00	$16.35	$0.00	$67.32
ELECTRICIANS LOCAL 103	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

BRICKLAYERS LOCAL 3 - MARBLE & TILE

08/01/2018	$51.85	$10.75	$20.66	$0.00	$83.26
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 *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$39.35	$7.70	$15.40	$0.00	$62.45
	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 *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$38.07	$7.70	$15.40	$0.00	$61.17
	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
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)*	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) *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
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	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 *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.44	$10.91	$10.89	$0.00	$54.24
WAGON DRILL OPERATOR *LABORERS - ZONE 2*	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 *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"						
WATER METER INSTALLER *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
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/03/2017	$27.14	$7.75	$1.81	$0.00	$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/03/2017	$38.45	$7.75	$9.53	$0.00	$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/03/2017	$31.66	$7.75	$9.44	$0.00	$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	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

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 Installation of Doors
at the Pit Building, Located off of Oak Street 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 doors at the Pit Building Located off of Oak Street in the Town of Natick, as set forth in the Request for Responses Related to Installation of Doors at the Pit Building in the Town of Natick ("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 (estimated to be on or about _____ __, 2018). The work will be complete sixty (60) days following the issuance of the Notice to Proceed. Should the work not complete within sixty (60) 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

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,

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.

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.

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

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

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

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

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

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

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

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 Installation of Doors
at the Pit Building, Located off of Oak Street in the Town of Natick

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: _____

_____
by:

_____
Signature

_____
Printed Name

_____
Printed Title

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.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

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

_____ Dated: _____
Karis L. North, Esq.

Town of Natick, Massachusetts
Contract for Services Related to Installation of Doors
at the Pit Building, Located off of Oak 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.)

ITEM TITLE: Vote to Renew Alcohol Licenses for 2019

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-T. O'Neil	10/23/2018	Cover Memo
License List	10/23/2018	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: October 29, 2018

RE: **2019 Liquor License Renewals**

License Renewals: The Board's vote to renew liquor licenses (which expire on December 31st) will be subject to license-holders having no outstanding taxes or fees that would affect renewal, a satisfactory compliance check by the Police Department, and submission of a complete renewal application along with all required materials and the license fee during the month of November. The following materials are required to be submitted:

- ABCC renewal form signed and dated by manager and/or officer or director of corporation
- Workers' compensation affidavit
- Verification of server training in accordance with Town training policy
- Payment of license fee
- CPA statements of gross receipts, alcohol sales, % alcohol to gross (this applies only to restaurants). Restaurants need to submit two statements: one for the period of January 1, 2017-December 31, 2017 and one for the period of January 1, 2018-September 30, 2018
- Certificate of inspection by the Building Inspector, signed by the Fire Chief (this does not apply to package stores)
- Proof of liquor liability insurance: minimum coverage of $250,000 for injury to/death of one person; $500,000 for any one accident resulting in injury to/death of more than one person (this does not apply to package stores)

Outstanding Taxes/Fees: The Collector's Office identified two license-holders as having outstanding fees/taxes a year or more overdue. A certified letter was sent on October 5th to both establishments informing them that they would not be able to renew their licenses until they are current. One establishment has made their payment as of this date, and the second establishment, which was sent a second notice of delinquency on October 17th, will be required to make payment before a license will be issued.

Police Department Compliance Checks: Police Department compliance checks are in progress and will continue throughout the month of November. The Selectmen will be kept apprised of any violations that require their attention.

2019 License Renewals

	A	B	C
1	Lic Type	**D/B/A**	**Location**
2	Club-All Alcohol	Amvets Post 79	1 Superior Drive
3	Club-All Alcohol	Natick Elks	95 Speen Street
4	Club-All Alcohol	Sons of Italy	37 Washington Avenue
5	Club-All Alcohol	VFW Post 1274	113 West Central Street
6	General On-Premises	TCAN	14 Summer Street
7	Innholder	Courtyard by Marriott-Natick	342 Speen Street
8	Innholder	Crowne Plaza	1360 Worcester Street
9	Innholder	Hampton Inn, Natick	319 Speen Street
10	Innholder	Residence Inn by Marriott Natick	1225 Worcester Street
11	Package Store-All Alcohol	Austin Liquors Too	212 North Main Street
12	Package Store-All Alcohol	Dion's Wine & Spirits	4 South Avenue
13	Package Store-All Alcohol	Natick Wine & Spirits	7 Watson Street
14	Package Store-All Alcohol	Nine East Wine Emporium	6 Worcester Street
15	Package Store-All Alcohol	Total Wine Spirits Beer & More	321 Speen Street
16	Package Store-All Alcohol	Town Line Liquors	160 East Central Street
17	Package Store-All Alcohol	Wegmans	1245 Worcester Street
18	Package Store-Wine & Beer	Tilly & Salvy's	100 Bacon Street
19	Pouring Permit 19H	Lookout Farm	89 Pleasant Street
20	Pouring Permit 19	Barleycorn's Craft Brew	21 Summer Street
21	Restaurant-All Alcohol	Anthony's Coal Fired Pizza	219 North Main Street

2019 License Renewals

	A	B	C
22	Restaurant with Lounge-All Alcohol	Agostino's Restaurant	23 Washington Street
23	Restaurant with Lounge-All Alcohol	Biryaniz N Breadz	195 West Central Street
24	Restaurant with Lounge-All Alcohol	California Pizza Kitchen	1245 Worcester Street, Suite 1092
25	Restaurant with Lounge-All Alcohol	Cheesecake Factory	1245 Worcester Street, Suite 1098
26	Restaurant-All Alcohol	Dah-Mee Restaurant	25 Washington Street
27	Restaurant with Lounge-All Alcohol	Dolphin Seafood Restaurant	7 South Avenue
28	Restaurant-All Alcohol	Eat Buttercup	13 West Central Street, Units 2 & 3
29	Restaurant with Lounge-All Alcohol	Metropolitan Bar & Grill	1245 Worcester Street, Suite 3009
30	Restaurant-All Alcohol	Mexicali Grill	148 East Central Street, Units 1, 2, & 3
31	Restaurant-All Alcohol	Minado Restaurant	1282 Worcester Street
32	Restaurant-All Alcohol	Minerva Indian Cuisine	1318 Worcester Street
33	Restaurant with Lounge-All Alcohol	Morse Tavern	85 East Central Street
34	Restaurant with Lounge-All Alcohol	Nordstrom Café Bistro	290 Speen Street
35	Restaurant-All Alcohol	Oga's Japanese Cuisine	915 Worcester Street
36	Restaurant with Lounge-All Alcohol	P.F. Chang's China Bistro	1245 Worcester Street
37	Restaurant with Lounge-All Alcohol	Trend Pure Asian Cuisine	1400 Worcester Street
38	Restaurant-All Alcohol	Wegmans	1245 Worcester Street
39	Restaurant-All Alcohol	Zaftig's Delicatessen	1298F Worcester Street
40	Restaurant-Wine & Beer	Bill's Pizzeria	58 East Central Street
41	Restaurant-Wine & Beer	Common Café & Kitchen	9 South Main Street
42	Restaurant-Wine & Beer	Eli's (Breakfast-Burgers-Brew)	12 Washington Street

2019 License Renewals

	A	B	C
43	Restaurant-Wine & Beer	Neiman Marcus	310 Speen Street
44	Restaurant-Wine & Beer	Shanghai Tokyo	54 East Central Street
45	Restaurant-Wine & Beer	Smashburger	1298 Worcester Street
46	Restaurant-Wine, Beer, & Cordials	Ziti's of Natick	218 Speen Street
47	Restaurant-Wine & Beer	Wasabi	1245 Worcester Street, Suite 3001

ITEM TITLE: Revise Composition of Economic Development Committee

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
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
Current Roster	9/26/2018	Cover Memo

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

NATICK
CoWorking

One South Avenue
Natick MA 01760
www.natickcoworking.com
508.203.7880

Town of Natick

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

Town of Natick

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

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

VACANCY

ITEM TITLE: Update: Town Meeting Action on Selectmen-Sponsored Articles

ITEM SUMMARY:

ITEM TITLE: Repainting of Lilja and Brown School Modulars

ITEM SUMMARY:

ITEM TITLE: Town Hall Hours-S. Salamoff

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Proposal-S. Salamoff	9/18/2018	Cover Memo

Selectmen Concerns

Inspired by the report Enhancing Local Democracy in MetroWest that followed a comprehensive 2016 MAPC comprehensive review of governance structure and civic participation levels in the the nine communities that make up the MetroWest Regional Collaborative which include Ashland, Framingham,Holliston, Marlborough, Natick, Southborough, Wayland, Wellesley, and Weston I propose

1. Effective October 15, 2018, Town Hall close at 11:00 p.m. This may be accomplished by policy.

And then initially by agreement and in the future by a bylaw
2. I propose that Town Agencies conclude public meeting issues at 10:30 p.m. with the exception of scheduling and or for public health or safety emergencies.

In conclusion, I believe the later hours don't serve anyone citizen, volunteer, staff or responsible review and discussion of issues. We are precluding lots of people from participating. We will force boards to figure out that they need to be more efficient. It is not right that meetings go as late as they do. The Town Administrator can set the hours. We can take the lead and declare policy.
We can be real leaders on the issue of promoting citizen participation.
We can be a model. We can challenge boards to be more efficient.

Lee Salamoff 9/17/2018

ITEM TITLE: Proposed Stormwater Regulations MS4 Roundtable

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
MS4 Roundtable Proposal	10/25/2018	Cover Memo

etropolitan Area Planning Council
60 Temple Place
Boston, MA 02111
617.933.0704 | www.MAPC.org

MEMO

Date: August 22, 2018 (updated 10/2018)
To: MWRC Full Board
From: Karen Adelman, MWRC Coordinator
RE: MS4 Roundtable Proposal Pilot

Yolanda Greaves
Chairman
Ashland
Selectman

Preston Crow
Vice-Chairman
Ashland
Planning Board

Ellen Gibbs
Wellesley
Selectman

Jay Marsden
Holliston
Selectman

Lewis Colten
Framingham
Planning Board

Marc Draisen
MAPC
Executive Director

Proposed MS4 Roundtable Proposal Pilot

In order to gauge interest in and value to participants of a quarterly MS4 Roundtable, hold one such event in the autumn of 2018 and follow up with an evaluation.

<u>Estimated cost</u>

Coordinator and Director of Environmental Planning: Approximately 16 hours @ $100.00 average billing: $1,600

Travel: Approximately $60
Food: Approximately $300

Total: Approximately $1,960

If the actual cost is lower, only that amount will be billed to the account. If higher, excess will be absorbed by another account.

Proposed vote 10/25/2018

ITEM TITLE: Confirm The Town Administrator's Appointment of Eric Gagebin to the Commission on Disability

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Appointment Letter	10/23/2018	Cover Memo

Town of Natick
Massachusetts 01760
www/natickma.gov

Melissa A. Malone
Town Administrator

William D. Chenard
Deputy Town Administrator/Operations

John M. Townsend
Deputy Town Administrator/Finance

October 17, 2018

Eric Gagebin
1 Chrysler Road #313
Natick, MA 01760

Dear Eric:

This is to advise you of my intent to appoint you as a member of the Commission on Disability. Consideration of your appointment will be presented to the Board of Selectmen on October 29, 2018. If the Board accepts my recommendation the appointment shall become effective on November 13, 2018. Your appointment to the Commission on Disability will expire on June 30, 2021.

Please contact Town Clerk Diane Packer at 508 647-6430 or dpacker@natickma.org at your earliest convenience to make arrangements for your swearing in. Also, please have this letter with you when you are sworn in by the Town Clerk.

Thank you for your continued time and commitment to the Commission on Disability.

Sincerely,

Melissa A. Malone
Town Administrator

CC: Town Clerk

ITEM TITLE: Approve Weekly Warrant Review, 10/12/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
10/12/18 Weekly Warrant Review	10/23/2018	Cover Memo

Town of Natick
Massachusetts
01760

Office of the Comptroller

Date: Oct 12, 2018

From: Cyndi Tomasetti
Staff Accountant

To: Board of Selectmen

Subject: Warrant Review

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

Warrant Type	Warrant Number	Check date	Amount
Payroll	2019-17P	10/16/18	1,383,415.41
Warrants payable	2019-17S	10/16/18	425,659.36
Warrants payable	2019-17T	10/16/18	378,592.84
Warrants payable	201917NC	10/16/18	276,384.50

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

Office of the Town Comptroller • 13 East Central Street • Natick, Massachusetts 01760 • (508) 647-6437 • Fax (508) 655-6980

ITEM TITLE: Approve Town Clerk's Request to Bag Parking Meters on Election Day, 11/6/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	10/23/2018	Cover Memo
Police Recommendation for Approval	10/23/2018	Cover Memo

Town of Natick
Town Clerk's Office
13 East Central Street
Natick, MA 01760
508-647-6430

MEMORANDUM

TO: Board of Selectmen

CC: M. Malone, J. Hicks, B. Lauzon

FROM: Diane Packer

DATE: October 23, 2018

RE: Parking on Election Day: November 6, 2018

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

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

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

The use of the parking spaces will be limited to a maximum of one hour.

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

I request your positive action on this matter.

Thank you.

Diane

[redacted]

Patricia O'Neil <poneil@natickma.org> Mon, Oct 15, 2018 at 10:19 AM
To: Brian Lauzon <lauzon@natickpolice.com>

Brian, can I geta recommendation from you?
[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

Brian Lauzon <lauzon@natickpolice.com> Mon, Oct 15, 2018 at 10:27 AM
To: Patricia O'Neil <poneil@natickma.org>

Trish,

We would recommend that the BOS approve these temporary restrictions for the following meters and kiosks during the upcoming mid-term election day:

1. All Meters on East Central Street
2. Meters on Washington Street (both sides) between East Central Street and Court Street
3. Kiosk spaces at Town Hall with a predetermined number of spaces reserved for Election workers assigned exclusively to the Morse Library.

All reserved election spaces would be for a maximum total of 1 hour only.

Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve Public Health Director's Request to Accept Donation from Dion's Fine Wines & Spirits

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	10/23/2018	Cover Memo

OFFICE OF THE
BOARD OF HEALTH
13 EAST CENTRAL STREET
NATICK, MASSACHUSETTS 01760

MEMO

DATE: October 22, 2018

TO: Ms. Amy Mistrot, Chair
Natick Board of Selectmen

FROM: James M. White, Jr.
Director of Public Health

RE: Acceptance of Donation

Through the Board of Selectmen the Natick Board of Health requests permission to accept a donation in the amount of $1,000.00 from Dion's Fine Wines & Spirits. The owners of Dion's have generously sent the donation to the Board of Health for the purpose of assisting in funding the work of the Opioid Task Force and the Town of Natick's Substance Prevention and Outreach Program.

I am requesting the funds be deposited into a Board of Health account and to authorize the Public Health Director, under the supervision of the Board of Health, to expend said funds specifically for the Substance Prevention and Outreach Program, as intended.

Thank you for your consideration.

ITEM TITLE: Approve Meeting Minutes

ITEM SUMMARY:
i. 10/2/18
ii. 10/11/18
iii. 10/15/18

ATTACHMENTS:

Description	Upload Date	Type
10/2/18	10/23/2018	Cover Memo
10/11/18	10/23/2018	Cover Memo
10/15/18	10/25/2018	Cover Memo
10/15/18-Redline	10/29/2018	Cover Memo

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

WILSON MIDDLE SCHOOL, 22 RUTLEDGE ROAD, NATICK
PRINCIPAL'S CONFERENCE ROOM
October 2, 2018
5:30 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, Executive Assistant Trish O'Neil, Senior Executive Assistant Donna Donovan, Town Counsel Karis North, Town Counsel Matt Feeney, FinCom Chair Patrick Hayes, Town Clerk Diane Packer, and Deputy Town Administrator Bill Chenard

After calling the public meeting to order at 5:45 p.m., noting that a quorum was present, that the meeting had been duly posted, and that no citizens were present for the Citizens' Concerns portion of the agenda, the Chair requested a motion to enter into Executive Session to discuss receipt of and response to Open Meeting Law Complaint – under purpose 1 (receipt of complaint against a public body). Mr. Freedman, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Board entered into Executive Session at 5:46 p.m., the Chair announcing that the Board would not return to Open Session at the conclusion of Executive Session.

CITIZENS' CONCERNS

No citizens were present.

_____
Michael J. Hickey, Jr., Clerk

Submitted by Trish O'Neil, Executive Assistant

October 2, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on October 29, 2018

No documents were used at this Board of Selectmen's meeting.

DRAFT

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

October 11, 2018

5:30 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: Executive Assistant Trish O'Neil. Town Administrator Melissa Malone was not present when Open Session was convened but joined the Board for Executive Session.

After calling the public meeting to order at 5:33 p.m., noting that a quorum was present, that the meeting had been duly posted, that no citizens were present for the Citizens' Concerns portion of the agenda, and that neither the Town Administrator nor the Board Members had any notes or concerns to discuss, the Chair requested a motion to enter Executive Session to discuss the purchase, exchange, lease, or value of real property where discussion in an open meeting may have a detrimental effect on the Town's negotiating position: 22 Pleasant Street. Ms. Salamoff, seconded by Mr. Hickey, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Board entered into Executive Session at 5:35 p.m., the Chair announcing that the Board would not return to Open Session at the conclusion of Executive Session.

CITIZEN'S CONCERNS

None.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

None.

_____

Michael J. Hickey, Jr., Clerk

Submitted by Trish O'Neil, Executive Assistant

October 11, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on October 29, 2018

No documents were used at this Board of Selectmen's meeting.

DRAFT

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
October 15, 2018
7:00 PM

PRESENT: Chair Amy K. Mistrot, Vice Chair Susan G. Salamoff, Clerk Michael J. Hickey, Jr., Jonathan H. Freedman, and Richard P. Jennett, Jr. Mr. Freedman was not present when Open Session convened but did arrive for Executive Session at 6:12 p.m.

ALSO PRESENT: Town Administrator Melissa A. Malone, Deputy Town Administrator/Operations Bill Chenard, and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:05 p.m., noting that a quorum was present, that the meeting had been duly posted, and that Natick Pegasus was filming the meeting, and requested a motion to enter into Executive Session to discuss matters pertaining to Purpose 3-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) as well as the purchase, exchange, lease, or value of real property where discussion in an open meeting may have a detrimental effect on the Town's negotiating position-Mechanic Street and 22 Pleasant Street. Mr. Jennett, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Chair announced that the meeting would return to Open Session at approximately 7:30 p.m., at the conclusion of Executive Session. The Board entered into Executive Session at 6:08 p.m.

Open Session reconvened at 7:30 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS

Ms. Mistrot announced that multiple Open Meeting Law (OML) complaints have been filed with the Attorney General's Office with regard to the specificity of the Selectmen's agendas and a delay in the ability to inspect certain meeting minutes. The Board of Selectmen has chosen to share those complaints, and the response of Town Counsel to the Attorney General's Office on behalf of the Board, with the public, both for transparency's sake and to inform the public of the inordinate amount of financial resources and administrative effort required to respond to such requests. Recognizing that improvements can be made, the agenda has been reformatted to provide a higher level of transparency but there is a need to ensure that there is a balance. The purpose of OML is to provide transparency and promote citizen engagement, and the Board of Selectmen takes that responsibility very seriously.

Mr. Hickey agreed, noting that the Board of Selectmen and other Town Committees have been subject to the same types of inquiries, all while doing their best to follow and respect the intent of the OML, and that since 98% of the Selectmen's business is conducted on camera, the intent of the OML is achieved just by the fact that most everything is done publicly. Mr. Hickey expressed deep concern about the sheer number of hours the administrative and executive staff and Town Clerk have spent addressing all of the concerns, complaints, inquiries, and requests received over the past several months from one person who is not a resident of Natick, and felt that, as a taxpayer himself, he would prefer that Town Staff work daily on issues important to Town residents rather than spending excessive time and devoting excessive resources, both in terms of staff and money, dealing with a repeat pattern of requests intended to tie up Town resources. Mr. Hickey stated that a legislative fix is necessary to provide relief from these types of requests.

Mr. Hickey also made the following announcements:

The ninth annual Natick Trails Day is scheduled for October 20th from 9:00 a.m. to 3:00 p.m. at Pegan Cove. Interested participants should bring tools to assist in the clean-up.

The Natick High School After Prom Party, open to all Natick High Juniors and Seniors, is scheduled for the early morning hours (midnight to 5:00 a.m.) of May 25th.

Fall hydrant flushing, performed to improve water quality and ensure proper hydrant operation, is scheduled for Sunday through Thursday nights during the months of October and November.

DRAFT

Natick residents are kindly asked to remove signs and flyers from poles and trees as soon as possible following their event. Only signs for nonprofit/community events may be placed on public property. Commercial advertising may not be placed on public property.

Early voting for the November 6th State Election will take place from October 22nd through November 2nd Monday-Wednesday from 8-5, Thursday from 8-7, Friday from 8-4, and Saturday, October 27th from 9-3.

The annual Natick Artists Open Studios event will take place this weekend, October 20th and 21st, from 11-5. Seventy-six artists who live and work in Natick will participate.

Ms. Salamoff announced that there are four questions on the November 6th ballot. The first three are sponsored by citizens' petition and the third relates to the building of a new West Natick Fire Station.

David Mangan of Precinct 9, Vice Chair of the School Committee, announced that there is an anonymous survey on the Natick Public Schools website related to the search for a new Superintendent and all residents are encouraged to participate and provide feedback. The last day to fill out the survey will be October 24th. The website also has other important dates of interest to Natick residents.

CITIZEN'S CONCERNS

Josh Ostroff, a member of the political action committee "Yes! for Natick," announced that a voter forum, to which all residents are invited, will be held on October 24th at 7:00 p.m. at the Wilson Middle School regarding the new West Natick Fire Station.

APPOINTMENTS:

Richard Schafer – Interview for Appointment to the Zoning Board of Appeals: An eight-year resident of Natick and attorney with some familiarity with zoning, Mr. Schafer expressed an interest in the Town's development. Following further discussion, Ms. Salamoff, seconded by Mr. Hickey, moved to appoint Mr. Schafer to the ZBA as an Associate Member with a term expiration of 5/1/2021. The Board voted 5-0-0 in favor.

REQUESTED ACTION

1. Smashburger Acquisition-Boston, LLC – Application for a Common Victualer's License: Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to grant the license.

2. Public Hearing – Smashburger – Transfer of S12 Wine & Malt Restaurant License and Change in Manager: Mr. Hickey read the Public Hearing notice aloud. Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 to open the Public Hearing. After discussion with the proposed manager of record, Patrick Dottin, and seeing no questions or comments from the public, Mr. Jennett, seconded by Ms. Salamoff, moved to close the Public Hearing and the Board voted 5-0-0 in favor. Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 in favor of the transfer of license and the change in manager.

3. Public Hearing Continued from 8/6/18 - Change of Address from 10 Border Road to 19 Winslow Road: Mr. Hickey read the Public Hearing notice aloud. Brian Beale, the owner of the property at 10 Border Road, was present at the hearing and had no concerns regarding the recommended address change. Seeing no comments or questions by the public, Mr. Jennett moved, seconded by Mr. Freedman, to close the Public Hearing, which the Board approved 5-0-0. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 in favor of the address change. The Selectmen's Office will assist Mr. Beale with noticing the proper parties.

4. Eversource – Approve Grant of Location – Tyler Street: Christine Cosby, representing Eversource and the homeowner at 2 Tyler Street, indicated that a pole would be moved to accommodate landscaping done at that location. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the grant of location.

5. Veterans' Services Officer
    a. Paul Carew announced events to take place in celebration of the 100th anniversary of the end of World War I.
    b. Public Hearing – Square Dedication at Melvin & Beverly Roads on 10/27/18 at Noon in Honor of Sgt. Robert Bradford White, Korean War Marine Corps Veteran: Mr. Hickey read the Public Hearing notice aloud. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to open the Public Hearing. Mr. Carew credited the existence of Moran Park, to Bob White, a "dear friend." Martin Grady of 5 Melvin Road supported the square dedication but requested

alternative siting of the pole for safety reasons. Mr. Carew agreed with Mr. Grady. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 to close the Public Hearing. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 in favor of the square dedication. Mr. Carew also noted that a local Eagle Scout, Benjamin Jennings, as part of an oral history project, compiled information about every square dedication in Town, which can be found on the State's Veterans' Services Oral History site. Mr. Carew plans to recognize Benjamin at one of the upcoming 100th anniversary events.

DISCUSSION AND DECISION

1. Director of Public Works/Town Engineer – Revision to Selectmen's Policy Regulating Street Opening Permits: Town Engineer Bill McDowell noted that driveway paving contractors hired by residents for driveway work have found the required cash bond of $5,000 and the fee for street opening to be prohibitive, so they tend to avoid any work that will disturb an existing sidewalk, often resulting in grade differences between an existing sidewalk and street grades that could be corrected in the process of the driveway work being performed. To incentivize driveway contractors to perform this work, a reduction in the bonding amount and permit fee is proposed. In other cases, driveway contractors have performed work without a permit and it is anticipated that the proposed regulation changes will encourage compliance with the Town's permitting policy. Mr. Hickey suggested some minor changes in wording of the policy. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the proposed policy changes, to include the amendments offered by Mr. Hickey.

2. Public Hearing – 2019 Licensing Fees: Mr. Hickey read the Public Hearing notice aloud. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to open the Public Hearing. After extensive discussion of licensing fees, many of which have seen no increase since prior to 2008, and the recommendations provided by Ms. Malone, including a tiered fee structure based on seating capacity or square footage, and seeing no questions or comments from the public, the Board closed the Public Hearing by a vote of 5-0-0 on a motion by Ms. Salamoff that was seconded by Mr. Jennett. On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted 5-0-0 on the following fees for 2019:

Type	*Seating Capacity/ Square Footage (if applicable)*		*Fee*
New Application			$300
Change in Condition (manager, stock pledge, etc.)		$200	
Restaurant-All Alcohol	100-150	$3,700	
	151-250	$4,200	
	251-400	$4,700	
	401 and up		$5,200
Restaurant with Lounge-All Alcohol	100-150	$4,200	
	151-250	$4,700	
	251-400	$5,200	
	401 and up		$5,700
Restaurant-Wine & Beer			$2,250
Restaurant-Wine, Beer, Cordials			$2,750
Restaurant with Lounge-Wine & Beer			$3,000
General On-Premises			$2,000
Innholder-All Alcohol			$6,000
Club			$1,000
Package Store-All Alcohol	Up to 3,000 s.f.		$2,500
	3,001-6,000 s.f.		$3,000
	6,001-15,000 s.f.	$3,500	
	15,001 s.f. and up		$4,000
Package Store-Wine & Beer			$1,000
Winery Pouring Permit			$500
One-Day Alcohol License		$100	
Special License-Farmers' Market			$50
Common Victualer			$100
Innholder (Common Victualer)			$100
Lodging House			$100
Automatic Amusements (Per Machine)			$100
Daily/Sunday Entertainment			
Theater (per movie theater)			$350
Daily entertainment (non-movie)			$150
Juke box			$25

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Innholder/Common Victualer-Dancing & Music	No Fee
Sunday (per license)	$125
One-Day entertainment	$75
Class I and II	$200
Class III	$150
Gasoline Storage (fees set in Town By-Laws)	
Not over 2,000 gallons	$35
Each additional 1,000 gallons or parts thereof (maximum fee of $150)	$5
Annual registration (one-half the license fee)	
Bowling (per alley)	$8
Taxi Cab or Livery Service	
Per vehicle	$10
Per vehicle driver permit	$5
Billiards (per table)	$20
Junk Collectors/Dealers	$125
Hawkers, Peddlers, Transient Vendors	$125
Fortune Teller (fee set by Town Meeting)	$2

3. Review of 2018 Fall Annual Town Meeting Warrant Articles: None.

4. Fiscal Year 2019 Certified Free Cash: Ms. Malone announced that the certified free cash number from the Department of Revenue is a little north of $6.5 million. Amounts have been revised for stabilization accounts and so differ from those listed in the Finance Committee's Recommendation Book for Town Meeting and will necessitate revised motions for Town Meeting. The Finance Committee Chair is aware of this and will inform his Committee Members.

5. Cloverleaf 40B Update: Jamie Errickson, Director of Community & Economic Development, and Scott Landgren, Chair of the Zoning Board of Appeals, announced that a decision was rendered on the Cloverleaf 40B project at tonight's ZBA meeting. The final approved project will consist of 73 units in a building that is no higher than six stories. Improvements were made to the parking plan. The Town will receive a significant mitigation package of $450,000 in support of the new West Natick Fire Station. The Town is in Safe Harbor status with 10.4% if its total housing units being affordable housing. The 73 Cloverleaf units will count toward the Town's subsidized housing requirements in perpetuity.

6. Joint Facilities Restructuring Update: Ms. Malone explained that the prior MOU between the Town and the Schools had the Facilities Director reporting to both the Town Administrator and the School Superintendent but opined that there are gaps in that arrangement, especially on the Town's side. Her proposal is to review the current job description and work with the Superintendent and the School Committee to find a pragmatic way to address the needs of all facilities with strict governance as to who the new Director will report to.

SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

Mr. Freedman reported that the Kennedy School Building Committee has fleshed out many more details that are now being reviewed with various constituencies. The project is still on target and proceeding well. A public forum will be held at 7:00 p.m. this Wednesday at the Kennedy School Auditorium.

Mr. Hickey reported that he has joined "Yes! for Natick" and advised that he would need help from Ms. Malone or her designee.

CONSENT AGENDA

The Chair asked if any members of the public or the Board would like to discuss any item on the Consent Agenda. Ms. Salamoff asked to remove the minutes from July 9th and October 1st and Mr. Hickey asked to remove the Riverbend license for discussion. The following items were approved with changes as noted during the meeting:

1. Ratify 5 Auburn Street License: Mr. Hickey stated that language is needed regarding continued licensing after 2020. He mentioned that utility services need to be metered in the name of Riverbend School. He also stated that the reference made to paragraph 10 in paragraph 4 is an error, and reference should be made to paragraph 11 rather than paragraph 10. Mr. Hickey, seconded by Ms. Salamoff, moved to ratify the license with Riverbend School with the modifications as discussed. The Board voted 5-0-0 in favor.
2. High Street "Natick Haunted Yards" Block Party on 10/27/18: Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve.

3. Approve Meeting Minutes for 11/28/17, 5/14/18, 6/11/18, 7/9/18, 7/30/18, and 10/1/18: Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to approve all meeting minutes with removal of redundant language in the July 9th and October 1st minutes as pointed out by Ms. Salamoff.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

Ms. Salamoff stated she will be attending the dedication and naming of Yankee Division Headquarters, to which all Selectmen were invited, on October 26th. She also encouraged all Selectmen to attend the upcoming MMA Conference in January of 2019.

Mr. Hickey stated he felt the proclamation in support of Small Business Saturday should be better publicized. He also inquired of the administration why the Board of Health, and not the Board of Selectmen, is scheduled to receive the results from the consultant hired by the Board of Selectmen to provide recommendations regarding the opioid crisis. Ms. Malone stated she felt it was more appropriate for the Board of Health, as the experts, to receive the results and then make recommendations to the Board of Selectmen, which the Selectmen, as the policy-making board, would then deliberate on. Mr. Hickey stated he felt that being unable to ask questions of the consultant is a lost opportunity for the Selectmen, especially since the Selectmen, with whom the ultimately responsibility lies, engaged the consultant to assist with providing direction as to how best to deal with the opioid problem.

ADJOURNMENT

On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted unanimously, confirmed by roll call, to adjourn the Board of Selectmen's Meeting at 11:18 p.m.

_____

Michael J. Hickey, Jr., Clerk

Submitted by Trish O'Neil, Executive Assistant

October 15, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on October 29, 2018

All documents used at this Board of Selectmen meeting are available at:

https://natictown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=564&MinutesMeetingID=-1&doctype=Agenda

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BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
October 15, 2018
6~~7~~: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. Mr. Freedman was not present when Open Session convened but did arrive for Executive Session at 6:12 p.m.

ALSO PRESENT: Town Administrator Melissa A. Malone, Deputy Town Administrator/Operations Bill Chenard, and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:05 p.m., noting that a quorum was present, that the meeting had been duly posted, and that Natick Pegasus was filming the meeting, and requested a motion to enter into Executive Session to discuss matters pertaining to Purpose 3-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) as well as the purchase, exchange, lease, or value of real property where discussion in an open meeting may have a detrimental effect on the Town's negotiating position-Mechanic Street and 22 Pleasant Street. Mr. Jennett, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Chair announced that the meeting would return to Open Session at approximately 7:30 p.m., at the conclusion of Executive Session. The Board entered into Executive Session at 6:08 p.m.

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Mr. Hickey also made the following announcements:

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Ms. Salamoff announced that there are four questions on the November 6th ballot. The first three are sponsored by citizens' petitions. ~~and the third relates to the building of a new West Natick Fire Station.~~ The fourth ballot question ask the voters to fund the building of a new West Natick Fire Station via a debt exclusion.

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DISCUSSION AND DECISION

1. Director of Public Works/Town Engineer – Revision to Selectmen's Policy Regulating Street Opening Permits: Town Engineer Bill McDowell noted that driveway paving contractors hired by residents for driveway work have found the required cash bond of $5,000 and the fee for street opening to be prohibitive, so they tend to avoid any work that will disturb an existing sidewalk, often resulting in grade differences between an existing sidewalk and street grades that could be corrected in the process of the driveway work being performed. To incentivize driveway contractors to perform this work, a reduction in the bonding amount and permit fee is proposed. In other cases, driveway contractors have performed work without a permit and it is anticipated that the proposed regulation changes will encourage compliance with the Town's permitting policy. Mr. Hickey suggested some minor changes in wording of the policy. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the proposed policy changes, to include the amendments offered by Mr. Hickey.

2. Public Hearing – 2019 Licensing Fees: Mr. Hickey read the Public Hearing notice aloud. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to open the Public Hearing. After extensive discussion of licensing fees, many of which have seen no increase since prior to 2008, and the recommendations provided by Ms. Malone, including a tiered fee structure based on seating capacity or square footage, and seeing no questions or comments from the public, the Board closed the Public Hearing by a vote of 5-0-0 on a motion by Ms. Salamoff that was seconded by Mr. Jennett. On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted 5-0-0 on the following fees for 2019:

Type	*Seating Capacity/ Square Footage (if applicable)*	*Fee*
New Application		$300
Change in Condition (manager, stock pledge, etc.)		$200
Restaurant-All Alcohol	100-150	$3,700
	151-250	$4,200
	251-400	$4,700
	401 and up	$5,200
Restaurant with Lounge-All Alcohol	100-150	$4,200
	151-250	$4,700
	251-400	$5,200
	401 and up	$5,700
Restaurant-Wine & Beer		$2,250
Restaurant-Wine, Beer, Cordials		$2,750
Restaurant with Lounge-Wine & Beer		$3,000
General On-Premises		$2,000
Innholder-All Alcohol		$6,000
Club		$1,000
Package Store-All Alcohol	Up to 3,000 s.f.	$2,500
	3,001-6,000 s.f.	$3,000
	6,001-15,000 s.f.	$3,500
	15,001 s.f. and up	$4,000
Package Store-Wine & Beer		$1,000
Winery Pouring Permit		$500
One-Day Alcohol License		$100
Special License-Farmers' Market		$50
Common Victualer		$100
Innholder (Common Victualer)		$100
Lodging House		$100
Automatic Amusements (Per Machine)		$100
Daily/Sunday Entertainment		
Theater (per movie theater)		$350
Daily entertainment (non-movie)		$150
Juke box		$25

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Innholder/Common Victualer-Dancing & Music	No Fee
Sunday (per license)	$125
One-Day entertainment	$75
Class I and II	$200
Class III	$150
Gasoline Storage (fees set in Town By-Laws)	
Not over 2,000 gallons	$35
Each additional 1,000 gallons or parts thereof (maximum fee of $150)	$5
Annual registration (one-half the license fee)	
Bowling (per alley)	$8
Taxi Cab or Livery Service	
Per vehicle	$10
Per vehicle driver permit	$5
Billiards (per table)	$20
Junk Collectors/Dealers	$125
Hawkers, Peddlers, Transient Vendors	$125
Fortune Teller (fee set by Town Meeting)	$2

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3. Review of 2018 Fall Annual Town Meeting Warrant Articles: None.

4. Fiscal Year 2019 Certified Free Cash: Ms. Malone announced that the certified free cash number from the Department of Revenue is a little north of $6.5 million. Amounts have been revised for stabilization accounts and so differ from those listed in the Finance Committee's Recommendation Book for Town Meeting and will necessitate revised motions for Town Meeting. The Finance Committee Chair is aware of this and will inform his Committee Members.

5. Cloverleaf 40B Update: Jamie Errickson, Director of Community & Economic Development, and Scott Landgren, Chair of the Zoning Board of Appeals, announced that a decision was rendered on the Cloverleaf 40B project at tonight's ZBA meeting. The final approved project will consist of 73 units in a building that is no higher than six stories. Improvements were made to the parking plan, and a condition of the decision was that construction vehicles would be prohibited on Speen Street south of Hartford Street in order to minimize the impact to the neighborhood during construction. The Town will receive a significant mitigation package of $450,000 in support of the new West Natick Fire Station. The Town is in Safe Harbor status with 10.4% if its total housing units being affordable housing. The 73 Cloverleaf units will count toward the Town's subsidized housing requirements in perpetuity.

6. Joint Facilities Restructuring Update: Ms. Malone explained that the prior MOU between the Town and the Schools had the Facilities Director reporting to both the Town Administrator and the School Superintendent but opined that there are gaps in that arrangement, especially on the Town's side. Her proposal is to review the current job description and work with the Superintendent and the School Committee to find a pragmatic way to address the needs of all facilities with strict governance as to who the new Director will report to.

SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

Mr. Freedman reported that the Kennedy School Building Committee has fleshed out many more details that are now being reviewed with various constituencies. The project is still on target and proceeding well. A public forum will be held at 7:00 p.m. this Wednesday at the Kennedy School Auditorium.

Mr. Hickey stated that in his capacity as the designee to the West Natick Fire Station Building Committee, he would be attending the October 24th "Yes! for Natick" forum regarding at the project at the Wilson Middle School ~~reported that he has joined "Yes! for Natick"~~ and advised that he would need help from Ms. Malone or her designee.

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CONSENT AGENDA

The Chair asked if any members of the public or the Board would like to discuss any item on the Consent Agenda. Ms. Salamoff asked to remove the minutes from July 9th and October 1st and Mr. Hickey asked to remove the Riverbend license for discussion. The following items were approved with changes as noted during the meeting:

1. Ratify 5 Auburn Street License: Mr. Hickey stated that language is needed regarding continued licensing after 2020. He mentioned that utility services need to be metered in the name of Riverbend School. He also stated that the reference made to paragraph 10 in paragraph 4 is an error, and reference should be made to paragraph 11 rather than paragraph 10. Mr. Hickey, seconded by Ms.

Salamoff, moved to ratify the license with Riverbend School with the modifications as discussed. The Board voted 5-0-0 in favor.

2. High Street "Natick Haunted Yards" Block Party on 10/27/18: Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve.
3. Approve Meeting Minutes for 11/28/17, 5/14/18, 6/11/18, 7/9/18, 7/30/18, and 10/1/18: Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to approve all meeting minutes with removal of redundant language in the July 9th and October 1st minutes as pointed out by Ms. Salamoff.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

Ms. Salamoff stated she will be attending the dedication and naming of Yankee Division Headquarters, to which all Selectmen were invited, on October 26th. She also encouraged all Selectmen to attend the upcoming MMA Conference in January of 2019.

Mr. Hickey stated he felt the proclamation in support of Small Business Saturday should be better publicized. He also inquired of the administration why the Board of Health, and not the Board of Selectmen, is scheduled to receive the results from the consultant hired by the Board of Selectmen to provide recommendations regarding the opioid crisis. Ms. Malone stated she felt it was more appropriate for the Board of Health, as the experts, to receive the results and then make recommendations to the Board of Selectmen, which the Selectmen, as the policy-making board, would then deliberate on. Mr. Hickey stated he felt that being unable to ask questions of the consultant is a lost opportunity for the Selectmen, especially since the Selectmen, with whom the ultimately responsibility lies, engaged the consultant to assist with providing direction as to how best to deal with the opioid problem.

ADJOURNMENT

On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted unanimously, confirmed by roll call, to adjourn the Board of Selectmen's Meeting at 11:18 p.m.

_____

Michael J. Hickey, Jr., Clerk

Submitted by Trish O'Neil, Executive Assistant

October 15, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on October 29, 2018

All documents used at this Board of Selectmen meeting are available at:

https://natick town.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=564&MinutesMeetingID=-1&doctype=Agenda

DRAFT

ITEM TITLE: Approve Banner Request for Natick Center Cultural District-PlaceMaking Project 11/2-11/17/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	10/25/2018	Cover Memo
Permission-Fair & Yeager	10/25/2018	Cover Memo
Permission-JEG Realty	10/25/2018	Cover Memo

Natick Center Cultural District
20 Main St. Suite 208
Natick, MA 01760
508.650.8848
www.natickcenter.org

October 24, 2018

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

Dear Board of Selectmen,

On behalf of the Natick Center Cultural District and as part of the 'For the Love of Natick; Creative Placemaking Installation beginning Nov. 4th – Nov. 17th, I am requesting permission to have the artwork of Beth Fagan and her Tibetan banners hung across Adams Street from November 2nd – November 17th.

All appropriate insurance has been secured and a copy shall be provided. The building owners, F&Y Realty and Arnold Zaltas have been contacted and their approval has been given, please see attached letters.

Arrangements for hanging the banner is still being determined.

Thank you for your consideration with this request.

Sincerely,

Athena Pandolf
Executive Director
Natick Center Cultural District

FAIR YEAGER
INSURANCE AGENCY INC.
ESTABLISHED 1898

October 24, 2018

Athena Pandolf
Executive Director
Natick Center Cultural District
Via email

Dear Ms. Pandolf;

It is our pleasure allowing the Natick Center Cultural District to hang a banner on Adams Street during the period of November 2 - November 17, 2018 as part of the "For The Love of Natick: A Creative Placemaking Weekend."

We do request that the user provide the building owner, Fair Realty Trust, 10 Main Street, Natick, MA 01760 with a certificate of insurance evidencing their General Liability insurance. **On the certificate, please specify that it is for the hanging of the banner, and the specific time frame**.

If you have any questions, please do not hesitate to contact me.

Sincerely,
FAIR & YEAGER INSURANCE AGENCY

Arthur B. Fair, III
Arthur B. Fair, III, CIC, CPIA, LIA
President

10 Main Street, Natick, Massachusetts 01760-0155 (508) 653-3131
Fax (508)651-0129 E-mail: fyi@fyins.com Web site: www.fyins.com

October 25, 2018

Athena Pandolf
Executive Director
Natick Center Cultural District
Via email

Dear Ms. Pandolf,

It is our pleasure allowing the Natick Center Cultural District to hang a banner on Adams Street during the period of November 2 - November 17, 2018 as part of the "For the Love of Natick: A Creative Placemaking Weekend."

We do request that the user provide the building owner, JEG Realty, LLC, 74 W Central St P.O. Box 148, Natick, MA 01760 with a certificate of insurance evidencing their General Liability insurance. **On the certificate, please specify that it is for the hanging of the banner, and the specific time frame**.

If you have any questions, please do not hesitate to contact me.

Mr. Arnold Zaltas, Manager
JEG Realty, LLC
74 W Central St PO Box 148
Natick, MA 01760

arnold.zaltas@comcast.net

ITEM TITLE: Correspondence 10/29/18

ITEM SUMMARY:

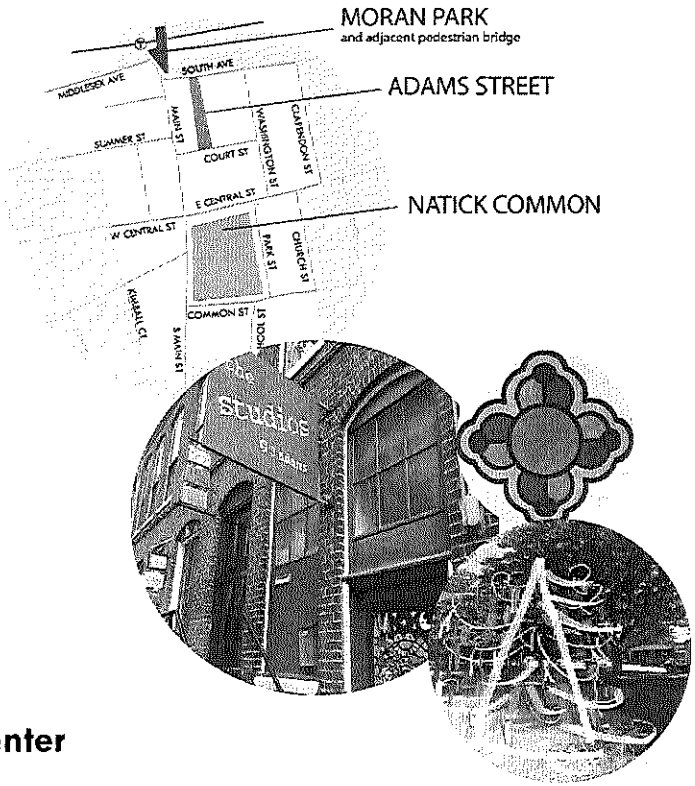
ATTACHMENTS:

Description	Upload Date	Type
Correspondence 10/29/18	10/25/2018	Cover Memo

NATICKCENTER
CREATIVE
PLACEMAKING

FOR THE LOVE OF NATICK

A CREATIVE PLACEMAKING WEEKEND



November 3-4, 12:00 pm - 4pm

Reception Nov. 4th, 4-6pm Common Street Spiritual Center

natick center cultural district

ENTERING INC 1651 NATICK

MAPC

Featuring Eddie Bruckner, Beth Fagan, Mark Favermann, Sasha (Alexandra) Kuznetsova, Shahreen Quazi and Rebecca McGee Tuck, and artists affiliated with the Common Street Spiritual Center

MAPC Press Contact: Amanda Linehan, 617-933-0705 alinehan@mapc.org

Natick Center Cultural District Press Contact: Athena Pandolf, 508-650-8848 info@natickcenter.org

Natick Center Cultural District, Town of Natick, & Metropolitan Area Planning Council announce winners of the CALL FOR CREATIVES

Winning creations will be showcased during Natick Center Creative Placemaking Demonstration Weekend, Nov. 3-4

Natick, MA (October 5, 2018) – The Natick Center Cultural District, the Town of Natick, and the Metropolitan Area Planning Council in Boston are excited to announce eight finalists that have been awarded funding to execute temporary art and design projects that aim to transform public spaces in Natick Center.

The finalists were identified through a Call for Creatives that was released this summer as part of the Natick Center Creative Placemaking Project. The Call invited creatives to pitch concepts for temporary art and design that can transform public spaces in Natick Center, specifically the Town Common, Moran Park and the footbridge over the Natick Center Commuter Rail Station and Adams Alley.

Over a dozen members of the Natick and metropolitan Boston region submitted applications in response to the Call. The roster of finalists includes emerging and established artists from a range of backgrounds.

Learn more about each of the selected projects at natickcenter.org/sites/default/files/Finalists.pdf.

Finalists were selected by a juried process involving members of the Natick Center Associates' Public Art Committee and members of the Natick Center Creative Placemaking Advisory Group. The projects range in scale and imagination from performances that would help foster a sense of community to art installations that would facilitate wayfinding efforts within Natick Center.

"Placemaking is the practical application of art in Natick Center to make it a more functional, interesting, welcoming and unique place by honoring its past and embracing its future." said Ted Fields, Senior Planner for the Town of Natick.

"The selected concepts aim to advance the town's vision and values for creative placemaking in Natick Center," said Athena Pandolf, Executive Director of Natick Center Associates.

Each of the six installation/visual artists will be awarded up to $1,500 for their project which includes cost of materials and labor.

In addition, two performance artists will be awarded $300 for their involvement in a closing event to the demonstration weekend, which will take place Sunday, Nov. 4, 2018 from 4 p.m. to 6 p.m.

The selected projects will demonstrate the potential for arts and culture to transform Natick Center through installations that can activate public spaces in ways that make the Center more interactive, inclusive, sustainable and bold. The projects aim to attract more residents and those who live outside the town to visit and spent more time in the Center and to interact with the local community.

The selected creatives were assigned mentors to help translate their proposals into built projects and demonstrations and to offer consultation on matters of design, construction and installation.

In addition to the roster of projects awarded through the official Call for Creatives, project partners have also been working with the Common Street Spiritual Center, which has commissioned a diverse group of local artists to produce artistic "Visions of Community" that will be displayed on the gazebo on Natick Common, as well as to collaborate with the Natick Coalition for Change on the "We Are Natick" photography campaign launched in 2017.

"The gazebo is an iconic structure at the center of our common life, so presenting these visions at this spot is symbolically potent and very exciting," said the Rev. Dr. Ian Mevorach, Founder of the Common Street Spiritual Center. "We hope these creative expressions will inspire people who live, work, and play in Natick to imagine a more inclusive world in which people of diverse racial and national backgrounds are fully celebrated. The 'We Are Natick' photo campaign has a similar purpose, to awaken appreciation for the diversity of our community."

All of the public art installations and performances will be showcased at the Natick Center Creative Placemaking demonstration weekend, which takes place November 3-4, 2018 in Natick Center. The artwork displayed that weekend will also be on view for an additional two weeks following this kick-off weekend.

The demonstration is a part of the Natick Center Creative Placemaking Strategy, which is being produced for the Town of Natick and Natick Center Associates by the Metropolitan Area Planning Council (MAPC). The goal of the plan is to provide the town with actionable recommendations that aim to improve the breadth and quality of arts and cultural experiences in public places within Natick Center.

To learn more about the project, visit www.mapc.org/natickcreativeplacemaking.

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About the Metropolitan Area Planning Council (MAPC)

The Metropolitan Area Planning Council (MAPC) is the regional planning agency serving the people who live and work in the 101 cities and towns of Metropolitan Boston. Our mission is to promote smart growth and regional collaboration. Our regional plan, MetroFuture, guides our work as we engage the public in responsible stewardship of our region's future. MAPC's Arts and Culture Division delivers technical assistance in emerging practice areas including cultural planning, creative placemaking, creative community development, arts and cultural data collection and analysis, and cultural policy. Learn more at www.mapc.org/our-work/expertise/arts-and-culture.

MAPC
METROPOLITAN AREA PLANNING COUNCIL
Smart Growth & Regional Collaboration

About the Natick Center Creative Placemaking Strategy

MAPC is providing technical assistance to the Town of Natick to help with the development of a Natick Center Creative Placemaking Strategy. The project will produce recommendations for new processes, tools, and strategies that the Town of Natick and Natick Center Associates can use to facilitate continued creative placemaking in Town Center. This project is funded by a grant from MAPC's Technical Assistance Program that was made possible with funding provided by the Barr Foundation. Additional funding is also provided by the American Planning Association (APA), Americans for the Arts (AFTA), the National Endowment for the Arts (NEA), and in-kind support is provided by the Town of Natick and Natick Center Associates (NCA).
For more information, visit www.mapc.org/resource-library/natick-center-creative-placemaking

About the Natick Center Cultural District

Natick Center Cultural District is home to more than 100 working artists, The Center For Arts in Natick, the Morse Institute Library, The Walnut Hill School for the Arts, many independently owned businesses and cultural organizations, and an active Parks and Recreation Department, all contributing to a busy year-round schedule of arts and cultural events. The Cultural District is fostered by a private-public partnership, managed by Natick Center Associates. This nonprofit organization is comprised of property owners, retail and office workers, concerned neighbors, town officials, nonprofits and corporations with a history of more than 40 years working together for downtown revitalization.
For more information, visit www.natickcenter.org

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

October 23, 2018

Ronald Alexander
P.O. Box 81003
Wellesley, MA 02481

RE: Open Meeting Law Complaint

Dear Mr. Alexander:

We understand that on September 19, 2018, September 20, 2018, and September 23, 2018, you filed complaints with the Natick Board of Selectmen (the "Board"), alleging violations of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The Board is required to notify our office of the complaints and any remedial action taken to address the complaints. G.L. c. 30A, § 23(b); 940 CMR 29.05(5). Our office received notification and a response from the Board on October 10, 2018.

Under the Open Meeting Law, our office may only review your complaints after 30 days have passed from the time you first filed your complaints with the Board. G.L. c. 30A, § 23(b); 940 CMR 29.05(6). After 30 days, you may file a request with our office for further review of your complaints.

Thirty days have now passed since you first filed your complaints with the Board. You may file your complaints for further review with our office up until ninety days have passed since the alleged violation date. Accordingly, we will presume that the action taken by the Board was sufficient and will close these files unless we receive requests for further review and copies of the initial complaints by the following dates:

- Review of your two complaints dated September 19, 2018, alleging violations of the Open Meeting Law on August 20, 2018, must be requested by **November 19, 2018.**
- Review of your complaint dated September 20, 2018, alleging a violation of the Open Meeting Law on August 20, 2018 must be requested by **November 19, 2018.**
- Review of your two complaints dated September 23, 2018, alleging violations of the Open Meeting Law on September 21, 2018 must be requested by **December 20, 2018.**
- Review of your three complaints dated September 23, 2018, alleging violations of the Open Meeting Law on September 13, 2018, must be requested by **December 12, 2018.**

Please feel free to contact us if you have any questions about the Open Meeting Law complaint process.

Sincerely,

Mira Netsky

Mira Netsky
Paralegal
Division of Open Government

cc: Karis L. North, Esq., Murphy, Hesse, Toomey & Lehane, LLP
Natick Board of Selectmen