



NATICK BOARD OF SELECTMEN
AGENDA
Edward H. Dlott Meeting Room
Monday, April 29, 2019
6:00 PM

Agenda Posted Thursday, 4/25/19 at 5:09 PM; Agenda Amended Friday, 4/26/19 at 12:10 PM to Clarify Leonard Morse Consent Agenda Item

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

1. 6:00 OPEN SESSION - Call to Order

2. 6:05 ANNOUNCEMENTS

- A. Clean Your Attic Recycling Day - 5/4/19
- B. MassDOT Capital Investment Plan-Public Meeting Schedule
- C. 2019 TEDxNatick Salon - 5/30/19
- D. Proclamation for Scott Landgren in Recognition of Service on the Zoning Board of Appeals
- E. Natick U12 Girls Ice Hockey Team State Champions

3. 6:30 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.

4. 6:40 APPOINTMENTS

- A. Interviews for Appointments to the Zoning Board of Appeals for 2 Members (Both Terms Expiring 6/30/2022) and 2 Associate Members (Terms Expiring 6/30/2021 and 6/30/2022)
- B. Interviews for Senior Property Tax Exemption Study Committee
 - a. Andrew Eschtruth
 - b. Richard Tresch (will be attending the 5/13 meeting)
 - c. Patricia Sciarra
 - d. Robert Caplin

5. 7:00 REQUESTED ACTION

- A. Procurement Officer
 - a. E.L. Harvey Contract Extension

- b. Rt. 9 and Rt. 135 Water Main Rehabilitation/Replacement Contract
- B. Request to Occupy a Public Way for Installation of Mosaic Art Work - Carol Krentzman - Court Street (5/3-5/5/19)
- C. Request to Occupy a Public Way for Brickwork - Original Contracting - Adams Street (5/1-8/23/19)
- D. Request to Occupy a Public Way for Workers Credit Union Commercial - Element Productions - South Main Street & Common Street (4/30/19)
- E. Request to Site Food Truck on Home Depot Property - Douglas Gordon

6. 8:00 BOARD OF SELECTMEN UPDATES

- A. Steve Levinsky, Natick Center Cultural District-Quarterly Update
- B. Proposed BOS Recommendation to Town Administrator to Close Town Hall at 11:00 p.m. Monday-Thursday
- C. Electricity Aggregation Program Update
- D. 2018 FATM Article 39: Amend Natick Town Charter: Natick By-Laws, Natick Zoning By-Laws: Appointment and Constitution of Zoning Board of Appeals, Division and Distribution of Powers, and Assignment of Counsel

7. 8:45 DISCUSSION AND DECISION

- A. Town Counsel Study Committee - Proposed Charge and Composition
- B. Alleged Alcohol License Violation - P.F. Chang's

8. 9:00 SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

9. 9:10 CONSENT AGENDA

- A. Nominate Virginia Seery for Reappointment to the Leonard Morse Grants Panel
- B. Approve Block Party Request for Peterson Road - 6/22/19 (RD: 6/23/19)
- C. Approve Request for Exemption from Town By-Laws Chapter 41, Section 4: Aubrey Tessier - ASAP Assistant Instructor/LT Sub Paraprofessional Educator
- D. Weekly Warrant Reviews: 4/16/19 & 4/23/19

10. TOWN ADMINISTRATOR NOTES

11. SELECTMEN'S CONCERNS

12. CORRESPONDENCE

- A. Correspondence 4/29/19

9:15 ROLL CALL VOTE TO ENTER EXECUTIVE SESSION

13. 9:20 EXECUTIVE SESSION

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

- A. Purpose 3: To discuss strategy with respect to collective bargaining if an open meeting may

have a detrimental effect on the bargaining or litigating position of the public body and the Chair so declares:

- Natick Patrol Officers' Association
- New England Police Benevolent Association, Inc. Local 82 (Police Superiors)

B. Approve Executive Session Minutes - 4/3/19

14. 10:00 RECONVENE OPEN SESSION

Vote to Ratify Collective Bargaining Agreement, Natick Patrol Officers' Association, 7/1/18-6/30/21

15. 10:15 ADJOURNMENT

NEXT MEETING DATES: Monday, 5/13; Tuesday, 5/28; Monday, 6/10

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

Meeting recorded by Natick Pegasus

ITEM TITLE: Clean Your Attic Recycling Day - 5/4/19
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Announcement	4/22/2019	Cover Memo

“Clean Your Attic” Recycling Day

Sat, May 4, 2019, 9am–1pm
Natick High School parking lot

Looking to declutter? Bring your junk, protect the environment, and support the NHS Robotics Club all at once! With a small donation, we'll take it off your hands.

Bring us your:

Electronics and appliances

\$5 donation/item: Car batteries, most electronics, computers, accessories & small appliances

\$10 donation/item: Microwaves, air-conditioners, dehumidifiers, mini-refrigerators

\$25 donation (\$35 if over 40”): TVs

Donation requested for large quantities: VHS tapes, disks, CDs & DVDs for recycling (not resale)

Paper for shredding

Small fee based on bin size: All papers will be securely shredded and recycled by Iron Mountain

Clothing, shoes & SELECT household goods

Collected by Big Brother Big Sister Foundation.

Please check their website for accepted items:

bbbsfoundation.org/Acceptable-Donation-Items

Bicycles

\$10 contribution requested Donated to Bikes Not Bombs. Nothing badly rusted, missing parts OK

Eye Glasses & Cell Phones

Have metal clutter?

Natick residents: bring it to the Natick Recycling Center (please, no refrigerators)



11th annual Clean Your Attic Day partners:



Natick Lions Club

ROB  NATICK



Sponsored by the Natick Sustainability Committee

Clean Your Attic Day is open to residents and non-residents

ITEM TITLE: MassDOT Capital Investment Plan-Public Meeting Schedule
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Meeting Schedule	4/23/2019	Cover Memo



massDOT

Massachusetts Department of Transportation

CAPITAL INVESTMENT PLAN

FACT

MassDOT will spend approximately \$17 billion dollars in transportation investments over the next 5 years.

FACT

Most people in Massachusetts are unaware of the capital planning process and do not participate in the conversations about where transportation funding should be prioritized.

FACT

Your voice is important! MassDOT wants to hear from ALL citizens across the Commonwealth!

MassDOT is preparing the next five-year capital plan, a spending plan that will guide investments in our transportation system between 2020 and 2024. The Capital Investment Plan (CIP) determines how we prioritize and fund our investments, covering all transportation projects – everything from highway and municipal projects to regional airports, rail and transit, including the MBTA and Regional Transit Authorities as well as bicycle and pedestrian projects across the Commonwealth.

JOIN US AND BE HEARD

We want to hear from you about your priorities for transportation projects both local and statewide. Tell us how we can improve our transportation systems, enhance our transportation capacity where needed, and build new projects to help communities prosper and get residents where they need to go. Representatives from MassDOT will inform attendees on how to get involved at the local and state level, provide a draft overview of the 2020 – 2024 CIP and record your input about your transportation needs and capital priorities. Please help spread the word about these Capital Investment Plan meetings to friends, family and business associates. Make your voice heard. Your participation is critical to meeting your transportation needs.

CIP PUBLIC MEETING SCHEDULE

- **BOSTON - Tuesday, May 21st – 6:30pm**
Transportation Building - 10 Park Plaza Board Room
*This meeting will be streamed live and recorded for future viewing
- **DANVERS - Tuesday, May 21st – 6:00pm**
Danvers Senior Center
25 Stone St.
- **FALMOUTH - Wednesday, May 22nd – 6:30pm**
Falmouth Library (Hermann Foundation Room)
300 Main St.
- **BRAINTREE - Thursday, May 23rd – 6:30pm**
Thayer Public Library
798 Washington St.
- **FALL RIVER - Thursday, May 23rd – 6:30pm**
Fall River Library (Large meeting room)
104 North Main St.
- **PITTSFIELD - Tuesday, May 28th – 6:00pm**
Berkshire Regional Planning Commission
1 Fenn St, #201
- **NATICK - Wednesday, May 29th – 6:30pm**
Natick Town Hall (Selectmen Room)
13 East Central St.
- **LOWELL - Thursday, May 30th – 6:30pm**
Pollard Library (Community Meeting Room)
401 Merrimack St.
- **LEOMINSTER - Monday, June 3rd – 6:30pm**
Leominster City Hall (Auditorium)
25 West St.
- **ROXBURY - Tuesday, June 4th – 6:30pm**
Bolling Municipal Building
2300 Washington St.
- **WORCESTER - Wednesday, June 5th – 6:30pm**
Worcester City Hall (South Meeting Room)
455 Main St.
- **SPRINGFIELD - Thursday, June 6th – 6:00pm**
Springfield Library (Mason Square Branch)
765 State St.

CAN'T MAKE A MEETING? POST YOUR IDEAS AT WWW.MASS.GOV/CIP OR EMAIL COMMENTS TO MASSCIP@STATE.MA.US

Meeting locations are accessible to people with disabilities and those with limited English proficiency. Accessibility accommodations and language services will be provided free of charge upon request, and as available. Requests should be submitted within ten days of the meeting at which services will be required, if at all possible. Such services include documents in alternative formats, translated documents, assistive listening devices, and interpreters (including American Sign Language). For more information or to request reasonable accommodation and/or language services, please contact Michelle Muallem at (857) 368-9027 or michelle.l.muallem@dot.state.ma.us.

ITEM TITLE: 2019 TEDxNatick Salon - 5/30/19

ITEM SUMMARY:

ATTACHMENTS:

Description

Flyer

Upload Date

4/25/2019

Type

Cover Memo



Hello TEDxNatick Fans and Followers!

We are excited to announce our 2019 TEDxNatick Salon. This informal event is a chance for you to hear some new speakers and spend time with some of your favorite TEDxNatick speakers.

The Salon will be held, once again, in the beautiful, 2nd floor theater at TCAN (The Center for Arts in Natick) on Thursday, May 30 at 6:30 PM--9:00 PM. You can purchase tickets by clicking here [TEDxNatick Salon Tickets](#)

Here are some of the speakers you will see on Thursday, May 30:

Ned Brooks, 2017 (Founder of Donor to Donor)

Matthew Dicks, 2016 (Moth Grand Slam Winner, story-teller, teacher)

Rachel Herz, 2019 (Neuroscientist, renowned expert on sense of smell)

Amanda LeClair, 2019 (Researcher on impact of work space design)

Ken Rendell, 2016 (Historian, Founder of World War II Museum in Natick)

Victoria Waterman, 2019 (CEO, Girls Inc of Worcester)

And, a couple of exciting new talks that we are working on.....details soon!

There will be plenty of opportunities to chat with our speakers one-on-one as well as a bit more structured Q&A format and some short presentations. Come enjoy complimentary appetizers and dessert while you share ideas and stories with TEDxNatick community members. There will be a cash bar.

Tickets are \$15 per person which you can purchase online [here](#) or at the TCAN box office at [14 Summer Street, Natick, MA](#).

All of our 2019 videos are uploaded at our website--check them out at the TEDxNatick [website](#)

Hope to see you on Thursday, May 30, 2019 at 6:30PM

The TEDxNatick Team



WHAT?

TEDxNatick Salon is an informal evening to socialize with TEDxNatick speakers and share your ideas and stories.

Historically, a Salon is "a fashionable assemblage of notables (as literary figures, artists, or statesmen) held by custom at the home of a prominent person". We are holding our Salon at TCAN, the prominent arts center located in downtown Natick.

WHERE?

TEDxNatick Salon

TCAN (The Center for Arts in Natick)

[14 Summer Street](#)

[Natick, MA 01760](#)

[Get Directions to TCAN](#)

WHEN?

TEDxNatick Salon

TEDxNatick Salon will be held on Thursday, May 30, 2019, 6:30PM--9:00PM.

Purchase tickets now at [TEDxNatick Salon Tickets](#)



CONNECT



Exciting things are always happening in the TEDxNatick community. Please connect with us to keep up to date with announcements, interviews, and more.

ITEM TITLE: Proclamation for Scott Landgren in Recognition of Service on the Zoning Board of Appeals

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	4/26/2019	Cover Memo

**A TOWN OF NATICK PROCLAMATION
IN RECOGNITION OF
SCOTT W. LANDGREN**

WHEREAS, Scott W. Landgren was appointed to the Natick Zoning Board of Appeals in 2005, first as an Associate Member and later as a Member;

WHEREAS, Scott assumed responsibility as Chairman of the Board from 2012 through 2018, and then Vice Chair from 2018 through May 1, 2019;

WHEREAS, Scott has ably served the Town of Natick as an exceptional and vital force on the Board for the past 14 years;

WHEREAS, Scott has mentored new members as they have joined the ranks of the Board;

WHEREAS, Scott, as a professional landscape architect, has brought unique and valued skills to bear for the benefit of the Town;

WHEREAS, Scott has guided countless projects through the ZBA process, leaving an indelible mark on the highest quality real estate developments; and

WHEREAS, Scott's participation in Town Government will have a lasting and profound effect on the Natick Community.

NOW THEREFORE, THE NATICK BOARD OF SELECTMEN hereby honors and commends Scott W. Landgren for his achievements and outstanding service for the citizens of the Town of Natick and presents this Town of Natick Proclamation in recognition thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the Town of Natick to be affixed on this 29th day of April, 2019.

Michael J. Hickey, Jr., Chair

Karen Adelman-Foster

Susan G. Salamoff, Vice Chair

Richard P. Jennett, Jr.

Jonathan H. Freedman, Clerk

ITEM TITLE: Natick U12 Girls Ice Hockey Team State Champions
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Announcement	4/25/2019	Cover Memo
Photo #1	4/25/2019	Cover Memo
Photo #2	4/25/2019	Cover Memo
Certificate of Recognition	4/25/2019	Cover Memo

Congratulations to the Comets U12A Girls' Team for winning the 2018-2019 U12 Tier III State Championship!

Natick defeated Wilmington 3-1 in the Semi-Finals and Weymouth 7-1 in the Finals.

Congratulations to:

Daniela Bauer
Hailey Baughman
Ellie Beigel
Aidan Bell
Madison Bibeau
Morgan Boyce
Carolyn Cotta
Kiera Dempsey
Emma Fair
Elle Ferguson
Shannon Flynn
Michaela McGovern
Reece Perdoni

As well as...

Their Head Coach_
Brian Beigel

And...

Their Assistant Coaches_
Dave Ferguson,
Tim Dempsey, and
Rob Bauer



★ ★ ★ ★ ★ ★ ★ ★ ★ ★
CHAMPIONS
★ ★ ★ ★ ★ ★ ★ ★ ★ ★
MYCGL

Reebok
NATICK COMETS

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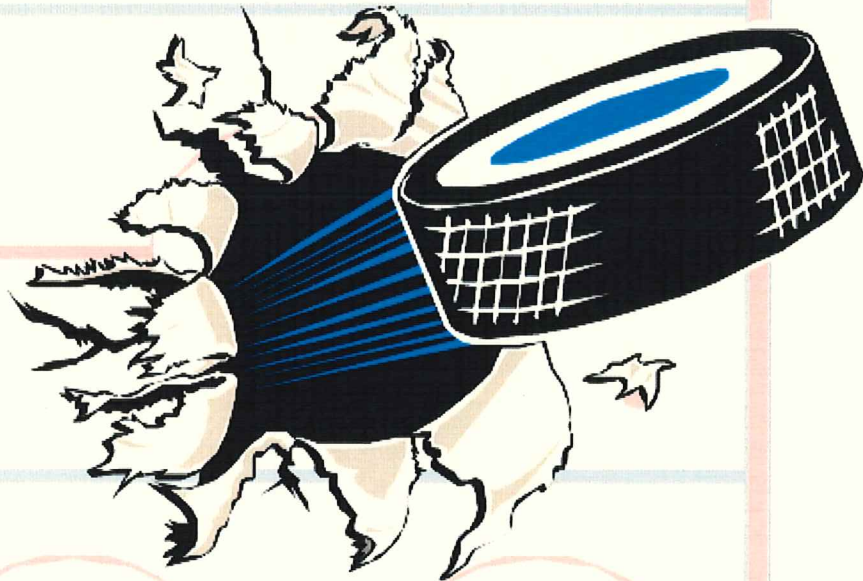


Certificate of Recognition

Natick Comets

U12A Girls' Ice Hockey Team

2018-2019 State Champions



THE PUCK STOPPED HERE!!



Awarded by:

The Natick Board of Selectmen

April 29, 2019

ITEM TITLE: Interviews for Appointments to the Zoning Board of Appeals for 2 Members (Both Terms Expiring 6/30/2022) and 2 Associate Members (Terms Expiring 6/30/2021 and 6/30/2022)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
ZBA Packet	4/25/2019	Cover Memo

Profile

Robert

First Name

K.

Middle Initial

Steckbeck

Last Name

rob@steckbeck.org

Email Address

13 Lincoln Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 9

Mobile: (508) 277-3109

Primary Phone

Home: (508) 277-3109

Alternate Phone

NetApp, Inc.

Employer

Sales Engineer

Job Title

Which Boards would you like to apply for?

Zoning Board of Appeals: 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:

Zoning Board of Appeals, October 2015 to present. This application is for extension of current appointment.

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'm interested in giving back to the town and contributing during this time of growth. I've lived in Natick for 23 years, and

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.

Previous experience on the ZBA, and knowledge of MA Law 40A and Natick By-Laws. Very well-versed in contracts and finance.

Please list any professional affiliations.

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

Hiking. Travel. Assistant Treasurer, St. Paul's Episcopal Church, Natick.

[Rob_Steckbeck - CV 2015.doc](#)

Upload a Resume

Executive Summary

Flexible and adaptive results driven Product and Sales Executive with exceptional cross-functional skills across engineering, marketing, sales, and product operations. Directed complex projects from proposal through implementation and post launch service. Dynamic strategic and communication skills with customer, press, and internal organizations supported by credible technical and business knowledge for product and market development. Demonstrated ability to improve sales, successfully deliver highly technical projects, meet service metrics and satisfy customers while achieving profit goals.

Skills

Product Management	Professional Services Sales	Team Leadership
Organization and Planning	Mobile Networking	Enterprise Storage
Process Improvement	Program Management	Multi-Vendor Integration

Professional Experience

NetApp, Inc. Waltham, MA

NetApp is a market leader in enterprise storage and data management solutions with over \$6B worldwide annual revenues.

Sr. Solution Principal, Northeast and Service Provider Markets 2011 - Present
The Solution Principal is responsible for selling professional services to NetApp's enterprise customers. Activities include building sales pipeline, defining project requirements, costs and pricing, and educating both internal and external customers on NetApp's professional service offerings and positioning them within the value chain.

- Met or exceeded annual quota for fiscal year 2013 through fiscal year 2016. Placed 3rd in nation for Q4 FY 2015 with \$2.4M bookings, exceeding goal by 60%. Achieved President's Club in FY 2016.
- Worked closely with account teams and channel partners to develop sales plans and strategies for targeted accounts.
- Met with end customers – Tier-1 telecommunication service provider, major financial global bank, metro NY global insurance companies – and channel partners to determine project goals and requirements and to formulate and sell service offerings. Wrote statements of work for more complex engagements.
- Assemble appropriate resources and subject matter experts to customize solutions based on client strategic business and project needs.
- Worked with product management and consultants to create fixed priced / fixed scope offerings to reduce sales quoting time and improve proposal accuracy for the company's market-leading storage management software
- Scored top in class for ITIL v3 certification

Comverse, Inc. Wakefield, MA

Comverse is a market leader in mobile messaging and billing applications with \$1B worldwide annual revenues.

Sr. Director, Product Sales - Americas 2011 - Present
The Product Sales Director is responsible for creating and managing the sales pipeline, product roadmaps, and meeting sales quota and profitability targets for all mobile messaging products in North America and Latin America.

- Consistently prioritizing the company's R&D and delivery resources to meet financial and strategic objectives.
- Working closely with account managers, direct reports, and product marketers to develop account specific roadmaps in order to close quarterly business and build 2012 pipeline.
- Managing two professional service programs with two different North American Tier-1s. Requires defining project scope, cost estimation, pricing, project planning, and kickoff.

Director, Solution Management 2004 - 2010
Solution Management Director provides technical and business leadership in sales and delivery phases for non-standard or highly customized systems.

- Led the technical response and cost estimation on proposals in both North and South America, resulting in 35% win rate of complex opportunities.
- Program manager to provide ESPN with mobile data services for their mobile virtual network operator (MVNO) business. Drafted the system architecture, estimated costs, and managed software suppliers and hosted service providers for delivery. Led pre-sales and roadmap initiatives for new services on their platform. The program delivered \$3M revenue over a two-year period.
- Created business plans for new service offerings of Comverse-provided professional services and hosted services in the America's regions. Financially modeled the P&L for market and sales opportunities, identified suppliers, and led the sales response and system architectures for three Tier-1 customer wins.
- Managed a group of five System Architects responsible for system definition during the sales support and post-sales delivery processes for both North and South America.

Interwise, Inc. Cambridge, MA

Senior Director, Telecommunication Products

2003 - 2004

Interwise is an innovative company in the IP conferencing market and was acquired by AT&T. Responsibilities included all telecommunication-related product management and marketing. Defined the system architecture, features, suppliers, and roadmap for SIP/RTP/VoiceXML product capabilities. Provided competitive analysis, product positioning, pricing, channel partner selection and recruiting support, and sales training for the go-to-market plan.

Independent Consultant, Natick, MA

Provided product marketing and management services for network product companies on

2001 - 2002

Robert Steckbeck
13 Lincoln Street Natick, MA 01760
Phone: 508.277.3109 Email: rob@steckbeck.org

a contract basis.

Broadband Access Systems / ADC Telecommunications, Westborough, MA, 1999 - 2001
Director, Business Development, IP Cable Division

Natural MicroSystems Corporation, Framingham, MA 1994 – 1998
Director, Product Line Management
Principal Software Engineer

Education:

BS Math; George Mason University, Fairfax, VA

Profile

Justin

First Name

McGuire

Middle Initial

Last Name

lifefeed@gmail.com

Email Address

8 Wilson St.

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 9

Home: (719) 323-9074

Primary Phone

Home:

Alternate Phone

AthenaHealth

Employer

Lead Software Developer

Job Title

Which Boards would you like to apply for?

Zoning Board of Appeals: 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:

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 bought a house here with my wife last year, and I'd like to become part of my community. I'm in the middle of the "Natick Community Services Citizen's Leadership Academy" and they mentioned that there's a vacancy.

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.

For zoning? Not much. I know a lot about computers, but I don't think that's relevant here.

Please list any professional affiliations.

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

[Upload a Resume](#)

Profile

David R.

First Name

Jackowitz

Last Name

drjackowitz@gmail.com

Email Address

62 MacArthur Road

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 9

Home: (508) 545-1319

Primary Phone

Mobile: (617) 913-1006

Alternate Phone

Shaevel, Krems, O'Connor &
Jackowitz, LLP

Employer

Partner

Job Title

Which Boards would you like to apply for?

Zoning Board of Appeals: 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:

Zoning Board of Appeals (July 2014-March 2019).

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 am an attorney and primarily practice in the area of real estate. I have extensive knowledge of land use and zoning issues I am currently the Chair of the Zoning Board of Appeals having been on the board for the past 4+ years. I believe that I have brought my knowledge and experience to bear during that time to the benefit of the board and the Town of Natick.

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.

Real estate attorney with extensive knowledge of land use and zoning.

Please list any professional affiliations.

Member Massachusetts Bar 1994-Present Member of the Massachusetts Bar Association Builders and Remodelers Association of Greater Boston Building and Facilities Committee of the YMCA of Greater Boston, Inc. Board of Advisors for the YMCA Huntington Avenue Branch

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

[DRJRES.doc](#)

Upload a Resume

DAVID R. JACKOWITZ

62 MacArthur Road
Natick, MA 01760
(h) 508-545-1319
(w) 617-556-0244

BAR ADMISSION

Massachusetts State Bar; December, 1994
U.S. Court of Appeals for the First Circuit; 1994

LEGAL EDUCATION

University of San Diego School of Law
Juris Doctor - May, 1994

Honors

Moot Court-Best Oral Argument

UNDERGRADUATE EDUCATION

The University of Connecticut, Storrs, CT
Bachelor of Arts, Communication Sciences, 1989
Grade Point Average 3.5
Ranked 10th in major

LEGAL

Shaevel & Krems, LLP Boston, MA
Partner (June 1999-Present)

Practice concentrates in zoning and land use, permitting, real estate development, real estate management, litigation, construction contracting, licensing, leasing, business law and non-profit sector. Local counsel for national consumer protection firm. Experience includes bench trials in District and Superior courts as well as arbitration and mediation proceedings. Argued before various levels of State Court, including the Massachusetts Appeals Court.

Ring & Grefe, P.C., Boston, MA

Associate Attorney (December, 1995-June 1999)

Responsible for each and every aspect of civil actions, including; client interviews, case management, discovery, depositions, dispositive motions, jury instructions, trial preparation, oral argument and appellate briefs to First Circuit Court of Appeals, SJC and Mass. Appeals Court. Heavy emphasis on research and drafting legal briefs and motions including Rule 56 and Rule 12(b). Experience in environmental litigation, Chapters 93A and 176D, medical and legal malpractice, personal injury, contract, probate & family matters, Alternative Dispute Resolution (Med. and Arb.), pre and post judgment enforcement. Drafted commercial documents.

ACTIVITIES

Building and Facilities Committee of the YMCA of Greater Boston, Inc.
Board of Advisors for the YMCA Huntington Avenue Branch
Member Massachusetts Bar Association
Member of Builders and Remodelers Association of Greater Boston

Guest Lecturer MTA Annual Conference-“Legal Issues Affecting Unions”
Massachusetts Bar Association-“Landlord Tenant Basics and Beyond,” Faculty
Presenter
MCLE-How to Get Zoning Relief-Faculty
Former Member Bethany Hill School-Board of Trustees
Former Member Anti-Defamation League-Civil Rights Executive Committee
Former Member of NAIOP



ZONING BOARD OF APPEALS

BOARD DETAILS



OVERVIEW



SIZE 8 Seats



TERM LENGTH 36 Months



TERM LIMIT N/A

Overview

The Zoning Board of Appeals consists of 5 regular members and 3 associate members, all appointed by the Board of Selectmen. Five members sit on each case brought before the Board. They have the power to hear and decide the following petitions:

Appeals from decisions of the Building Inspector

Special Permits as allowed within the Natick Zoning Bylaws

Variances from the Natick Zoning Bylaws
Appeals in accordance with Section 8 of Chapter 40A of Massachusetts General Laws

Variances for commercial and residential properties



DETAILS

ENACTING RESOLUTION

**ENACTING RESOLUTION
WEBSITE**



ZONING BOARD OF APPEALS

BOARD ROSTER



KATHERINE M DURRANE

2nd Term May 02, 2017 - May 01, 2020

Appointing Authority Board of Selectmen
Position Clerk



DAVID R. JACKOWITZ

2nd Term May 02, 2016 - May 01, 2019

Appointing Authority Board of Selectmen
Position Chair



SCOTT W. LANDGREN

4th Term May 02, 2016 - May 01, 2019

Appointing Authority Board of Selectmen
Position Vice-Chair



GEOFFREY S LEWIS

1st Term Sep 06, 2018 - May 01, 2020

Position Member



MICHAEL LYNCH

1st Term Jun 12, 2018 - May 01, 2021

Appointing Authority Board of Selectmen
Position Associate Member



JASON P. MAKOFSY

2nd Term May 01, 2018 - May 01, 2021

Appointing Authority Board of Selectmen
Position Member



ROBERT K. STECKBECK

2nd Term May 02, 2016 - May 01, 2019

Appointing Authority Board of Selectmen
Position Associate Member



VACANCY

Position Associate Member

ITEM TITLE: Interviews for Senior Property Tax Exemption Study Committee

ITEM SUMMARY: a. Andrew Eschtruth
b. Richard Tresch (will be attending the 5/13 meeting)
c. Patricia Sciarra
d. Robert Caplin

ATTACHMENTS:

Description	Upload Date	Type
Committee Charge and Composition	4/26/2019	Cover Memo
Committee Packet/Applications	4/24/2019	Cover Memo

Senior Property Tax Exemption Study Committee

Charge: The Senior Property Tax Exemption Study Committee will research and analyze the feasibility and the impact of the Town of Natick pursuing the adoption of a Senior Property Tax Exemption to lower the property tax of seniors who meet certain income, residency, and eligibility criteria for an annual property tax that is capped at a percentage of their annual income, or other senior property tax relief initiatives.

The Committee should make a report to the Board of Selectmen at their meeting of June 24, 2019.

Composition: Director of Assessing, Director of Council on Aging, Board of Selectmen Member, and Three Citizens At Large.

Profile

Richard

First Name

W

Middle Initial

Trescb

Last Name

tresch@bc.edu

Email Address

17 Loker Street

Street Address

Suite or Apt

Natick, MA

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 4

Home: (508) 655-6177

Primary Phone

Home:

Alternate Phone

Retired from Boston College July
2018

Employer

Professor Emeritus

Job Title

Which Boards would you like to apply for?

Senior Property Tax Exemption Study: 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:**

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?

Invited to apply by Sue Salamoff because of my expertise in public finance.

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.

On the faculty of the Economics Department at Boston College for 49 years until my retirement last July. My area of expertise is public sector economics, which includes government spending, taxation, and federalism (the economic relationships between federal, state, and local governments).

Please list any professional affiliations.

American Economic Association

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

Nothing particularly specialized. Just the usual for a retiree: , tennis, travel, reading, and the like.

[Tresch_CV_April_2019.doc](#)

Upload a Resume

April 2019

CURRICULUM VITAE

NAME: Richard W. Tresch

TELEPHONE:

Office: (617) 552-3671

Fax: (617)-552-2308

E-MAIL: Tresch@bc.edu

MARITAL STATUS: Married, two daughters

DATE OF BIRTH: November 26, 1943

PLACE OF BIRTH: E. Cleveland, Ohio

EDUCATION:

Institution

Major

Degrees

Williams College

Economics

B.A., 1965

M.I.T.

Economics

Ph.D., 1973-February

ACADEMIC HONORS AND AWARDS:

Phi Beta Kappa, Williams College

Board of Editors, American Economic Review, March 1988-March 1991

Named Massachusetts Professor of the Year, 1996, by the Carnegie Foundation for
the Advancement of Teaching

FIELD OF CONCENTRATION: Public Sector Economics

THESIS TITLE: Estimating State Expenditure Functions, 1954-69 (Completed, February
1973)

TEACHING EXPERIENCE:

M.I.T., Teaching Assistant (two years), Macro and Micro Principles
(undergraduate)

Boston College (forty-seven years), Principles, Public Finance (undergraduate), Tax
Policy (undergraduate), Welfare Economics (undergraduate), Public Finance
(graduate), Economic Theory Workshop (graduate), Independent Studies
(undergraduate), and undergraduate Honors Research

POSITIONS HELD:

Chairman, Department of Economics, Boston College, 1978-1982, Spring 1984, 1994-2000
 Director of Graduate Studies, Department of Economics, Boston College, 2008-2016
 Director of Undergraduate Studies, Department of Economics, Boston College, 2009-2010
 Emeritus Professor, retired, July 1, 2018-present
 Professor, 2002-2018
 Associate Professor, 1975-2002
 Assistant Professor, 1973-1975
 Instructor, 1969-1973
 President, Boston College Chapter of Phi Beta Kappa, 1976-2001

PROFESSIONAL ASSOCIATIONS:

American Economic Association

PUBLICATIONS

Two discussant papers presented at the New England Business and Regional Development Conference
 Instructor's Manual for Basic Economics (with Richard Eckaus)
 "State Governments and the Welfare System: an Econometric Analysis," Southern Economic Journal, July 1975
 "Estimating State Expenditure Functions: An Empirical Test of the Time Series Information Content of Cross Section Estimates," Public Finance, No. 3-4, 1974
 "An Overview of a Quarterly Econometric Model of Massachusetts and Its Fiscal Structure," New England Journal of Business and Economics, Fall 1976
Public Finance: A Normative Theory, Business Publications, Inc., 1981 (graduate textbook)
Public Finance: A Normative Theory, Second edition, Academic Press, 2002; Third edition, Academic Press 2015; Fourth edition, Academic Press, under contract, forthcoming.
The Massachusetts Personal Income Tax, report to the Special Commission on Tax Reform, State of Massachusetts, October 30, 1986
 "Fundamentals Relating to the Economic Functions of Government," in Warren J. Samuels, ed., Fundamentals of the Economic Role of Government, Greenwood Press (1989)
Principles of Economics (West Publishing Company), January 1994. (Separate annual revised editions of the Micro and Macro splits, Cengage Learning Custom Publishing, currently 15th edition)
Public Sector Economics, Palgrave Macmillan, 2008 (published in Korean as well as English)

Public Sector Economics: Critical Concepts in Economics, (ed.), Four Volumes (Public Expenditures, Taxation, Distribution, Federalism), Routledge Major Works Series, Routledge, October 2009

COMPLETED PAPERS: "Optimal Fiscal Federalism in a First Best Environment with Dynastic Social Welfare"
 "Optimal Commodity Taxation and Public Production in a Federalist System of Governments with Dynastic Social Welfare"
 "Explorations into the Production of State Government Services: Education, Welfare, and Hospitals," with Andrei Zlate.

SPONSORED RESEARCH:

"An Econometric Analysis of the Massachusetts Economy and Its Fiscal Structure," with Anne Friedlaender, George Treyz, prepared for the Massachusetts State Government

Boston College Mellon Foundation Grant, Summer 1982, to begin work on a state budgetary model

Boston College Research Expense Grant, Summer 1985, to continue work on state budgetary model

"Estimating the Demand for State Government Services"

CONSULTING:

Consultant for Educational Testing Service on development of an introductory level test in economics

Consultant for Charles River Associates (primarily antitrust litigation and rate-setting deliberations, both public and private sector)

Consultant for James W. Lawson, P.C. (Railroad freight regulation)

REVIEWING

American Economic Review

Contemporary Economic Policy

Economic Inquiry

Economic Letters

International Economic Review

International Taxation and Public Finance

Journal of Economic Education

Journal of Economics

Journal of Finance

Journal of Human Resources

Journal of Public Economics

Journal of Public Economic Theory
Oxford Economic Papers
Public Finance Review
Regional Science and Urban Economics
Social Choice and Welfare

Manuscript Reviews for: Business Publications
 Little, Brown and Company
 Longman
 Richard D. Irwin
 McGraw-Hill
 Scott, Foresman
 Prentice Hall

OTHER:

Presentation on "Welfare Reform: Shared Views and Disagreements," Alex G.
McKenna Economic Education Series, Saint Vincent College, March 6, 1996.
External Reviewer: Economics Department, Stonehill College, 1994 and 2009.
External Reviewer: Economics Department, University of California-Riverside, 2016

Profile

Patricia

First Name

M

Middle Initial

Sciarra

Last Name

patti.sciarra@spftechnologies.com

Email Address

1 STEVEN CIR

Street Address

Suite or Apt

NATICK

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 7

Home: (508) 650-0946

Primary Phone

Mobile: (774) 279-0440

Alternate Phone

Self Employed

Employer

CPA

Job Title

Which Boards would you like to apply for?

Senior Property Tax Exemption Study: 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:

Currently a Town Meeting member for precinct 7, Current Board Member of the Natick Affordable Housing Trust, Current Treasurer - Friends of Natick Community Services, Current Chair of Natick Republican Town Committee

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 am interested in protecting the ability of Natick senior citizens to stay in their homes despite the rising cost of property taxes

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 am a Certified Public Accountant so have skills related to finance and tax

Please list any professional affiliations.

MA Society of CPA's, AICPA,

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

Interested in spending time with family and friends, reading, genealogy, gardening, yarn and enjoying life.

[Upload a Resume](#)

PATRICIA SCIARRA

1 Steven Circle
Natick, MA 01760

(508)650-0946
psciarra@verizon.net

EDUCATION

BENTLEY UNIVERSITY, Waltham, MA
Bachelor of Science in Accountancy
Masters of Science in Taxation

Graduated October, 1983
Graduated November, 1990

WORK EXPERIENCE

Self-Employed **March 1990 - present**
Certified Public Accountant - Accounting practice specializing in
bookkeeping and tax services for individuals and small businesses.

Price Waterhouse **June 1985- February 1990**
Tax Manager – oversaw tax preparation for multistate business entities,
foreign nationals and highly compensated individuals.
Senior Auditor – specialized in outside audits of banks and mutual funds.

CURRENT VOLUNTEER ACTIVITIES

Vice-President Natick Republican Town Committee
Natick Neighborhood Brigade
A Place to Turn

PAST VOLUNTEER ACTIVITIES

Natick Service Council - Holiday sponsorships
Catholic Memorial High School (2010-2011)
Marian High School Parents Association (2012-2015)
St. Paul Parents Teacher Association (2001-2009)
Adoption Community of New England, Treasurer (1998-2002)

OTHER

Town of Natick Citizen Leadership Academy – Graduate – November 2016

Profile

Andrew

First Name

D

Middle Initial

Eschtruth

Last Name

aeschruth@gmail.com

Email Address

285 Bacon Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 5

Mobile: (508) 801-4235

Primary Phone

Business: (617) 552-1729

Alternate Phone

Center for Retirement Research
at Boston College

Employer

Associate Director for External
Relations

Job Title

Which Boards would you like to apply for?

Senior Property Tax Exemption Study: 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:**

Board of the Council on Aging

Interests & Experiences

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

I have been involved in conducting and disseminating research on aging policy -- particularly income security -- throughout my professional career (25 years). As a town meeting member and a member of the Board of the Council on Aging, I have been learning more about the needs of Natick's aging population. These include the need for older homeowners to receive property tax relief to help bolster their retirement security and maintain the ability to continue to stay in their home.

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 have an extensive background in retirement income security issues. From 1991-98, I was an analyst with the U.S. Government Accountability Office in Washington, DC. In this role, I studied corporate eldercare programs and the financial viability of and potential reforms to Medicare and Social Security. While at GAO, I served as a temporary aide to the chairman of the U.S. Senate Finance Committee during debates over proposed changes to Medicare. From 1998-present, I have served as the Associate Director for External Relations with the Center for Retirement Research at Boston College. During this time, I have helped develop the organization from a small start-up to a nationally recognized leader in research on retirement income security. Our Center covers a variety of issues related to money and retirement, including Social Security, employer-sponsored retirement plans (public and private sector), labor force issues involving older workers, health costs facing retirees, and the potential of using home equity to help support retirement income needs (including property tax deferral programs operated by Natick and other cities and towns in Massachusetts). My specific duties involve writing and editing publications, handling press relations, overseeing our website and social media activities, assisting with the overall management of the organization, and maintaining relationships with funders.

Please list any professional affiliations.

Member, National Academy of Social Insurance

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

Running, reading, hiking, travel.

[aeschruth_resume_rev_2019.pdf](#)

Upload a Resume

ANDREW D. ESCHTRUTH

285 Bacon Street
Natick, MA 01760
(508) 801-4235
aeschruth@gmail.com

PROFILE | Communications leader. Skilled writer, editor, and public speaker. Excel at managing relationships with media, researchers, and funders. Adept at executing communication strategies to create high visibility for academic research among both professional and lay audiences.

WORK EXPERIENCE

Center for Retirement Research at Boston College | 1999-present

Associate Director for External Relations

Lead communications for nationally-recognized economic research organization.

- Oversee team responsible for publications, media relations, websites, conferences, and social media.
- Edit bi-weekly series of issue briefs on economic and policy research.
- Manage corporate partnerships with financial services firms.
- Represent organization as spokesperson to a variety of audiences, including press, financial professionals and policy practitioners.
- Serve as liaison to program officials at government agencies and foundations.
- Co-author of consumer guides on personal finance and retirement.

U.S. General Accounting Office | 1991-1999

Senior Evaluator, Accounting and Information Management Division

Evaluator, Health, Education, and Human Services Division

Led project teams analyzing federal fiscal policy and Social Security financing.

- Co-authored congressional reports and testimony, including analysis of implications of investing Social Security Trust Fund revenues in equities.
- Received outstanding performance recognition.
- Served on special assignment as legislative assistant to Senator William V. Roth, Jr., chairman, U.S. Senate Finance Committee.

PROFESSIONAL ACTIVITIES

Member, National Academy of Social Insurance

SELECTED PUBLICATIONS

- “Modernizing Social Security: Minimum Benefits” with Alicia H. Munnell. 2019. *Issue in Brief* 19-2. Chestnut Hill, MA: Center for Retirement Research at Boston College.
- Falling Short: The Coming Retirement Crisis and What to Do About It* with Charles Ellis and Alicia H. Munnell. 2014. New York, NY: Oxford University Press.
- Why Target Date Funds?* with Steven A. Sass and Alicia H. Munnell. 2011. Chestnut Hill, MA: Center for Retirement Research at Boston College.
- The Social Security Claiming Guide* with Steven A. Sass and Alicia H. Munnell. 2009. Chestnut Hill, MA: Center for Retirement Research at Boston College.
- The Social Security Fix-It Book* with Steven A. Sass and Alicia H. Munnell. 2009. Chestnut Hill, MA: Center for Retirement Research at Boston College.
- “Employers Lukewarm About Retaining Older Workers” with Steven Sass and Jean-Pierre Aubry. 2007. *Work Opportunities Issue in Brief* 10. Chestnut Hill, MA: Center for Retirement Research at Boston College.
- “Will Reverse Mortgages Rescue the Baby Boomers?” with Wei Sun and Anthony Webb. 2006. *Issue in Brief* 54. Chestnut Hill, MA: Center for Retirement Research at Boston College.
- “National Saving and Social Security Reform” with Robert Triest. 2005. *Just the Facts on Retirement Issues* 18. Chestnut Hill, MA: Center for Retirement Research at Boston College.
- “Are Older Workers Responding to the Bear Market?” with Jonathan Gemus. 2002. *Just the Facts on Retirement Issues* 5. Chestnut Hill, MA: Center for Retirement Research at Boston College.
- “Budget Surpluses: Experiences of Other Nations and Implications for the United States.” 1999. Washington, DC: U.S. General Accounting Office.
- “Social Security Financing: Implications of Government Stock Investing for the Trust Fund, the Economy, and the Budget.” 1998. Washington, DC: U.S. General Accounting Office.
- “The Deficit and the Economy: An Update of Long-Term Simulations.” 1995. Washington, DC: U.S. General Accounting Office.

EDUCATION

Duke University, M.P.P. in Public Policy, 1991
University of Michigan, B.A. in Political Science, 1989

ADDITIONAL EXPERIENCE

Member, Natick Town Meeting, 2015-present
Member, Board of Natick Council on Aging, 2017-present

Profile

Robert

First Name

E

Middle Initial

Caplin

Last Name

bobcaplin@gmail.com

Email Address

5 Crest Rd

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 5

Home: (508) 655-7686

Primary Phone

Home:

Alternate Phone

Retired

Employer

Job Title

Which Boards would you like to apply for?

Senior Property Tax Exemption Study: 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:

Interests & Experiences

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

I have lived in Natick for 24 years and never served on a Town committee. I am now retired and feel that my strong analytical tax skills and experience would add value to the Senior Property Tax Exemption Study committee.

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.

Through my 30 plus years of experience in large financial organizations, I have developed strong spreadsheet, database, and tax research and analysis skills which I have applied to create financial and tax applications. I have a BS in Accounting, MS in Taxation, and IT degrees and certifications. Although I am retired, I have retained my MA CPA license.

Please list any professional affiliations.

MA Certified Public Accountant

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

I enjoy vegetable gardening (JJ Lane Community Gardens and home garden), bike riding, walking and attending local community events, especially concerts. I was Treasurer of TCAN in its storefront years and Treasurer of the Wellesley Tennis Association for about 20 years.

[Bob_Caplin_Resume.doc](#)

Upload a Resume

ROBERT E. CAPLIN, CPA

5 Crest Road, Natick, MA 01760 • (508) 655-7686 • bobcaplin@gmail.com

BUSINESS SYSTEMS ANALYST

Versatile CPA/ IT professional who offers extensive business experience, including a unique combination of tax / business systems and information technology expertise in diversified business environments. Effective communicator and team player adept at enhancing bottom line profitability by increasing tax reporting efficiency, as well as accuracy and planning tools for large, publicly traded corporations.

PROFESSIONAL EXPERIENCE

J.P. MORGAN WORLDWIDE SECURITIES SERVICES, Boston, MA 2006 - 2015

Assistant Vice President (Business/Systems Analyst), Information Technology (12/2007-2015)

Coordinate the design, development and review of client specific reports and data extracts for mutual fund, institutional accounting and mutual fund Tax department clients.

- Design client specific reports and data extracts from specifications in Business Requirement Documents.
- Write queries that extract data from Oracle accounting database and compare results to SUNGARD accounting system data.
- Prepare technical instructions for off shore Developers to create tables and stored procedures that store report data.
- Create Namespaces in IBM Cognos Business Intelligence that map table columns to Cognos Framework Manager.
- Prepare report design instructions for Developers to create client specific Fund Accounting and Institutional Accounting reports using Namespaces and Cognos Report Writer.

Assistant Treasurer, Mutual Fund Tax Department (6/2006 – 12/2007)

Provided technology support for Department that prepared 400 regulated investment company fiscal and excise tax provisions, federal and state tax filings and year-end shareholder information.

STATE STREET CORPORATION, Boston, MA

1996 - 2006

Assistant Vice President, Corporate Tax Department

Managed sales/use tax planning, compliance and audit functions.

- Developed policies, procedures and strategies to minimize use tax with Strategic Sourcing, Accounts Payable and business areas. Initiated a reverse sales tax audit.
- Developed procedures to efficiently collect use tax data and prepare tax returns with Accounts Payable Department. Reviewed monthly use tax returns.
- Researched taxability of sales and use tax transactions (primarily for technology related purchases) and discussed with internal counsel.
- Managed all aspects of sales tax audit, including responding to information requests and analyzing and summarizing work papers.
- Prepared state use tax registration forms, abatements and amnesty filings.
- Managed Internal Revenue Service Federal tax audit and state and city income tax audits.
- Met with auditors, responded to information requests, and analyzed and summarized audit work papers to determine technical accuracy.
- Prepared state apportionment work papers for State Street Bank for filing in forty states.
- Developed applications to improve efficiency and accuracy of Corporate Tax Department.
- Led team to reengineer the quarterly close, federal tax compliance and forecast processes. Designed Access database that accepts trial balance download and automatically populates general ledger driven tax adjustments for each legal entity.

- Developed Federal taxable income calculation model using Excel and Visual Basic for Applications.
- Designed Access databases to track IRS audit information document requests and proposed adjustments, tax payments and refunds, state apportionment factors, partnership information and partnership K-1s and functional currency translation adjustments.
- Led team to implement tax compliance software application from 1997 to 2005 using Insource and AACTS tax software applications. Implemented Form M-3 for 2004 and 2005.

ERNST & YOUNG LLP, Boston, MA

1993 - 1996

Senior Tax Associate

- Applied technology to streamline corporate and partnership tax compliance process.
- Developed the Partner Bridge process that enabled users to prepare partner K-1s directly from Excel bypassing the tax software application.
- Trained and provided technical support to tax professionals in the use of CLR/Fasttax products, including the Corporate, Partnership and Partner Bridges and partnership compliance software.
- Prepared and reviewed large consolidated, federal and multi-state corporate tax returns and partnership, regulated investment company and individual tax returns.

S. ROTHMAN AND CO., P.C., Boston, MA

1989-1991 & 1984-1986

Senior Accountant

- Performed compilation, review and audit engagements of closely held business entities.
- Prepared and reviewed tax returns of individuals, corporations, partnerships and trusts.
- Corresponded with IRS and state revenue departments on behalf of clients.
- Trained and supervised staff accountants.

TOBIN AND WALDSTEIN, CPAS, Newton, MA

1986-1989

Staff Accountant

- Performed audit engagements for real estate limited partnerships.
- Prepared tax returns and financial statements for corporations and partnerships.

TECHNOLOGY TRAINING / CERTIFICATIONS

Applications Developer, JP Morgan Technology University, July 2014

Business Analyst, JP Morgan Technology University, July 2013

Microsoft Certified Professional (MCP), Designing and Implementing Databases with Microsoft SQL Server, 2000 Enterprise Edition

Client/Server Application Development Certification, Boston University Corporate Education Center, June 2000

Microsoft Office Specialist Certification, Excel 2000 Expert

Microsoft Office Specialist Certification, Access 2000 Core

EDUCATION/MILITARY EXPERIENCE

MS, Taxation, Bentley University, Waltham, MA


BS, Accounting (cum laude), University of MA, Lowell, MA

Veteran, Massachusetts Army National Guard




SENIOR PROPERTY TAX EXEMPTION STUDY


BOARD DETAILS




OVERVIEW



SIZE 6 Seats



TERM LENGTH



TERM LIMIT

Seeking Applicants now....

The Senior Property Tax Exemption Study Committee will research and analyze the feasibility of the Town of Natick pursuing the adoption of a Senior Property Tax Exemption to lower the property tax of seniors who meet certain income, residency, and eligibility criteria for an annual property tax that is capped at a percentage of their annual income, or other senior property tax relief initiatives.

Committee will be made up of Natick's Director of Assessing, Director of Council on Aging, Board of Selectmen Member and three citizens-at-large.



DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION
WEBSITE



SENIOR PROPERTY TAX EXEMPTION STUDY

BOARD ROSTER



VACANCY



VACANCY



VACANCY



VACANCY



VACANCY



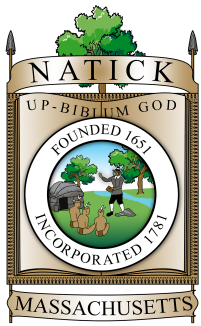
VACANCY

ITEM TITLE: Procurement Officer

ITEM SUMMARY: a. E.L. Harvey Contract Extension
b. Rt. 9 and Rt. 135 Water Main Rehabilitation/Replacement Contract

ATTACHMENTS:

Description	Upload Date	Type
Memo RE: Contract Extension/4th One-Year Option-B. LeBlanc	4/22/2019	Cover Memo
BoS Letter to E.L. Harvey RE: Contract Extension/4th One-Year Option	4/22/2019	Cover Memo
Prior Memo RE: 3rd One-Year Option-B. LeBlanc	4/23/2019	Cover Memo
Prior BoS Letter to E.L. Harvey RE: 3rd One-Year Option	4/23/2019	Cover Memo
Prior Notice of Award/3rd One-Year Option	4/23/2019	Cover Memo
Rt. 9 & Rt. 135 Water Main Rehabilitation/Replacement-Award Recommendation & Contract	4/23/2019	Cover Memo
Rt. 9 & Rt. 135 Water Main Rehabilitation/Replacement-Drawings	4/23/2019	Cover Memo
Rt. 9 & Rt. 135 Water Main Rehabilitation/Replacement-Invitation for Bids_Part 1	4/23/2019	Cover Memo
Rt. 9 & Rt. 135 Water Main Rehabilitation/Replacement-Invitation for Bids_Part 2	4/23/2019	Cover Memo



TOWN OF NATICK MASSACHUSETTS

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

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: April 8, 2019

**SUBJECT: CONTRACT EXTENSION
SINGLE STREAM RECYCLING (SSR), EL HARVEY & SONS, INC.**

In August, 2013, the Town of Natick entered into a contract with E.L. Harvey & Sons, Inc. (E.L. Harvey) for the acceptance and processing of single stream recyclable (SSR) materials that the Department collects at the curbside and at the Recycling Center. The terms of the Contract were for an initial three (3)-year term, with the Town having the sole right to extend the term for five (5) additional one (1)-year terms.

In July, 2016, the Town opted to exercise its first one (1)-year option for renewal. In May, 2017, the Town opted to exercise its second one (1)-year option for renewal. In April, 2018, the Town opted to exercise its third one (1)-year option for renewal.

We believe that it is in the Town's interest to exercise a fourth one (1)-year option for renewal at this time.

The Contract requires E.L. Harvey to pay the Town \$2.50 per ton of SSR material delivered to its facility. This rate per ton is flat with no annual escalator or reduction. The Department collects approximately 3,600 tons of SSR materials at the curbside and another 600 tons at the Recycling Center annually. Through the current contract, the Town receives approximately \$11,000 in annual revenue from SSR materials delivered to E.L. Harvey.

The market for recyclables has deteriorated substantially since the current contract was negotiated. Market research, in fact, demonstrates that there is a current cost of more than \$35/ton to the Town, requiring a payment to the vendor. This places the Town in the position of having to spend money for collection, rather than receiving money.

To ensure that the collection stays a revenue source, rather than an expense, it is desirable for the Town to exercise a third one (1)-year option for renewal of the current contract with E.L. Harvey.

None of this speaks to any background contractual issues between the parties.

Town of Natick
Massachusetts 01760
Home of Champions



Michael J. Hickey, Jr., Chair
Susan G. Salamoff, Vice Chair
Jonathan H. Freedman, Clerk
Karen Adelman-Foster
Richard P. Jennett, Jr.

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

April 29, 2019

Steven A. Harvey
Executive Vice President
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
Westborough, MA 01581

RE: Single Stream Recycling (SSR) in the Town of Natick, Massachusetts

Dear Mr. Harvey:

As you are aware, the Town of Natick, Massachusetts, and E.L. Harvey & Sons, Inc. are parties to a Contract for the Procurement of Single Stream Recycling (SSR) in the Town of Natick, dated August 1, 2013 ("Contract").

Article 3 of the Contract, entitled "Term", provides as follows: "The term of this Contract shall be for three (3) years, commencing with the date set forth in the first line of this Contract. At the sole discretion of the Town, this Contract may be extended for up to five (5) additional one (1)-year terms."

In 2016, the Town, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for an additional one (1)-year term. On May 30, 2017, 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 term. On April 30, 2018, the Town, by vote of the Natick Board of Selectmen, exercised its third option to extend the Contract for an additional one (1)-year term.

On April 29, 2019, the Town, by vote of the Natick Board of Selectmen, exercised its fourth option to extend the Contract for an additional one (1)-year term. The option year shall expire on July 31, 2020. This letter shall serve as notice to E.L. Harvey & Sons, Inc., of the Town's exercise of its fourth option year. Nothing herein shall affect the ability of the Town to exercise any or all of its remaining options at one or more later dates.

Steven A. Harvey
April 29, 2019
Page 2

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

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

Michael J. Hickey, Jr., Chairman

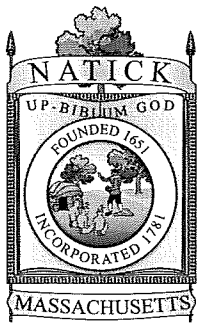
Susan G. Salamoff, Vice Chairman

Jonathan H. Freedman, Clerk

Karen Adelman-Foster

Richard P. Jennett, Jr.

cc: President, E.L. Harvey & Sons, Inc.
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator-Operations
Jeremy Marsette, Director, Department of Public Works
Arti P. Mehta, Comptroller
Bryan R. Le Blanc, Procurement Officer
Karis L. North, Esq., Town Counsel



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: April 10, 2018

**SUBJECT: CONTRACT EXTENSION
SINGLE STREAM RECYLCING (SSR), EL HARVEY & SONS, INC.**

In August, 2013, the Town of Natick entered into a contract with E.L. Harvey & Sons, Inc. (E.L. Harvey) for the acceptance and processing of single stream recyclable (SSR) materials that the Department collects at the curbside and at the Recycling Center. The terms of the Contract were for an initial three (3)-year term, with the Town having the sole right to extend the term for five (5) additional one (1)-year terms.

In July, 2016, the Town opted to exercise its first one (1)-year option for renewal. In May, 2017, the Town opted to exercise its second one (1)-year option for renewal.

We believe that it is in the Town's interest to exercise a third one (1)-year option for renewal at this time.

The Contract requires E.L. Harvey to pay the Town \$2.50 per town of SSR material delivered to its facility. This rate per ton is flat with no annual escalator or reduction. The Department collects approximately 3,600 tons of SSR materials at the curbside and another 600 tons at the Recycling Center annually. Through the current contract, the Town receives approximately \$11,000 in annual revenue from SSR materials delivered to E.L. Harvey.

The market for recyclables has deteriorated substantially since the current contract was negotiated. Market research, in fact, demonstrates that there is a current cost of approximately \$35/ton to the Town, requiring a payment to the vendor. This places the Town in the position of having to spend money for collection, rather than receiving money.

To ensure that the collection stays a revenue source, rather than an expense, it is desirable for the Town to exercise a third one (1)-year option for renewal of the current contract with E.L. Harvey.

None of this speaks to any background contractual issues between the parties.

(To be placed upon the letterhead of the Town of Natick Board of Selectmen.)

May 1, 2018

Steven A. Harvey
Executive Vice President
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
Westborough, MA 01581

RE: Single Stream Recycling (SSR) in the Town of Natick, Massachusetts

Dear Mr. Harvey:

As you are aware, the Town of Natick, Massachusetts, and E.L. Harvey & Sons, Inc. are parties to a Contract for the Procurement of Single Stream Recycling (SSR) in the Town of Natick, dated August 1, 2013 ("Contract").

Article 3 of the Contract, entitled "Term", provides as follows: "The term of this Contract shall be for three (3) years, commencing with the date set forth in the first line of this Contract. At the sole discretion of the Town, this Contract may be extended for up to five (5) additional one (1)-year terms." In 2016, the Town, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for an additional one (1)-year term. On May 30, 2017, 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 term.

On April 30, 2018, the Town, by vote of the Natick Board of Selectmen, has exercised its third option to extend the Contract for an additional one (1)-year term. The option year shall expire on July 31, 2019. This letter shall serve as notice to E.L. Harvey & Sons, Inc., of the Town's exercise of its third option year.

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

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

Amy K. Mistrot, Chairman

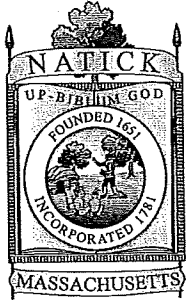
Susan G. Salamoff, Vice Chairman

Michael J. Hickey, Jr., Clerk

Jonathan H. Freedman

Richard P. Jennett, Jr.

cc. President, E.L. Harvey & Sons, Inc.
 William D. Chenard, Acting Town Administrator
 Jeremy Marsette, Director, Natick Department of Public Works
 Arti P. Mehta, Comptroller
 Bryan R. Le Blanc, Procurement Officer
 John P. Flynn, Esq.



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: May 22, 2017

**SUBJECT: CONTRACT EXTENSION
SINGLE STREAM RECYLCING (SSR), EL HARVEY & SONS, INC.**

In August, 2013, the Town of Natick entered into a contract with E.L. Harvey & Sons, Inc. (E.L. Harvey) for the acceptance and processing of single stream recyclable (SSR) materials that the Department collects at the curbside and at the Recycling Center. The terms of the Contract were for an initial three (3)-year term, with the Town having the sole right to extend the term for five (5) additional one (1)-year terms.

In July, 2016, the Town opted to exercise its first one (1)-year option for renewal.

We believe that it is in the Town's interest to exercise a second one (1)-year option for renewal at this time.

The Contract requires E.L. Harvey to pay the Town \$2.50 per town of SSR material delivered to its facility. This rate per ton is flat with no annual escalator or reduction. The Department collects approximately 3,600 tons of SSR materials at the curbside and another 600 tons at the Recycling Center annually. Through the current contract, the Town receives approximately \$11,000 in annual revenue from SSR materials delivered to E.L. Harvey.

The market for recyclables has deteriorated substantially since the current contract was negotiated. Market research, in fact, demonstrates that there is a current cost of approximately \$35/ton to the Town, requiring a payment to the vendor. This places the Town in the position of having to spend money for collection, rather than receiving money.

To ensure that the collection stays a revenue source, rather than an expense, it is desirable for the Town to exercise a second one (1)-year option for renewal of the current contract with E.L. Harvey.

Town of Natick, Massachusetts
Contract
for
The Procurement of Single Stream Recycling (SSR) in the Town of Natick

This Contract made this first day of August, 2013, between the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter Designated "the Town of Natick," "the Town," or "the Owner"), and E.L. Harvey, Inc., 68 Hopkinton Road, Westborough, MA 01581, hereinafter designated "the Contractor". The words "he", "him" and "his" in this Contract, so far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide Single Stream Recycling Services (SSR) to all residences, schools, and municipal buildings in the Town of Natick. The Town will utilize its own equipment to pick up SSR from Town of Natick residents, schools and municipal buildings. The Town will make these pickups weekly, from Tuesday through Friday, and will generate approximately three thousand one hundred (3,100) tons of SSR per year. The Contractor shall also process recycling generated by the Town-operated recycling center on West Street, Natick, which generates approximately six hundred (600) tons per year. The Town will transport all SSR and recycling to a permitted facility owned and operated by the Contractor. The Contractor owns and operates fully permitted recycling facilities at 68 Hopkinton Road, Westborough, MA 01581 and 394 Wood Street, Hopkinton, MA 01748. The Contractor shall also provide a recycling curriculum for grades K-12 in the Town of Natick and shall provide tours of one of the above facilities at no additional charge.

2. Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under this Contract will be carried out in a prompt, safe and professional manner.

3. Term

The term of this Contract shall be for three (3) years, commencing with the date set forth in the first line of this Contract. At the sole discretion of the Town, this Contract may be extended for up to five (5) additional one (1)-year terms.

4. Incorporation of the Request for Quotes (RFQ)/Order of Priority of Contract Documents

The provisions of the RFQ and 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 RFQ
Fourth Priority:	RFQ
Fifth Priority:	Contractor's Quote.

5. Payment

In consideration for the services rendered pursuant to the RFQ issued by the Town, the Contractor shall pay the Town according to the prices specified in the Contractor's Quote.

The Contractor shall pay the Town of Natick at the rate of two dollars and fifty cents (\$2.50) per ton for SSR material delivered to a permitted facility owned and operated by the Contractor. In addition to this payment, the Contractor shall share revenue as follows: This revenue sharing shall be based on the posted paper markets in Pulp and Paper International (PPI) Pulp & Paper Week — Recovered Paper Domestic. The Contractor shall split with the Town, on a fifty percent (50%)/fifty percent (50%) basis, any additional revenue for sixty percent (60%) of the load if the market price for Mixed Paper #2 exceeds a threshold of ninety-five dollars and no cents (\$95.00) per ton (New England-High).

Payment will be due thirty (30) days after receipt of the Town's invoice by the Contractor for services performed in accordance with this Contract. If the Town is required to ever make any payments to the Contractor, the Town shall not make payments in advance.

6. Warranty

Any equipment delivered, unless otherwise agreed by the parties, shall at the time of delivery be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. All 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, 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 \$500,000/\$500,000/\$500,000.
- 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 - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$10,000,000 each occurrence and \$10,000,000 aggregate, which shall be following form, providing coverage over commercial general 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 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 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 and automobile liability insurance, which indicate that the Town of Natick 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;
 - (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; or
 - (3) is a risk retention group lawfully providing insurance to its members in Massachusetts.
- 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 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, 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 any of 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 Contract Subject Matter and Conditions

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

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Payment Bond

DELETED – NOT APPLICABLE.

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 under 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, 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.

In the event of termination, the Town shall be entitled to be paid in accordance with this Contract.

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 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: Paul E Degnan
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
Westborough, MA 01581

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 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 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. 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 inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

The Town of Natick

E. L. Harvey & Sons, Inc.
(Printed Name of Contractor)

by: the Natick Board of Selectmen

by:

Carol A. Gloff
Carol A. Gloff, Chairman

Steve A. Harvey
Signature

Joshua Ostroff
Joshua Ostroff, Vice Chairman

Steven A. Harvey
Printed Name

Nicholas S. Mabardy
Nicholas S. Mabardy, Clerk

V.P.
Printed Title

Charles M. Hughes
Charles M. Hughes

Richard P. Jennett, Jr.
Richard P. Jennett, Jr.

Dated: 7/2/13

Dated: 7/2/13

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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 Cahill
Virginia Cahill
Interim Comptroller, Town of Natick

Dated: 7-1-13

APPROVED AS TO FORM:

John P. Fern
Town Counsel

Dated: JULY 2, 2013

CERTIFICATE OF VOTE

I, Steven A. Harvey, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting Secretary of E.L. Harvey & Sons Inc.
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on July 2 20
13, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either Steven A. Harvey,
Ben A. Harvey; President
(Name) (Title)
Douglas H. Harvey; V.P.; or
(Name) (Title)
Ben J. Harvey; V.P.
(Name) (Title),

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

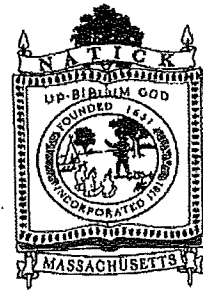
I, further certify that the above vote is still in effect on this the 2 day of July, 2013 and has not been changed or modified in any respect.

Steven A. Harvey
Signature
Steven A. Harvey
Printed Name
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.)

734064v1

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

May 30, 2017

Steven A. Harvey
Executive Vice President
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
Westborough, MA 01581

RE: Single Stream Recycling (SSR) in the Town of Natick, Massachusetts

Dear Mr. Harvey:

As you are aware, the Town of Natick, Massachusetts, and E.L. Harvey & Sons, Inc. are parties to a Contract for the Procurement of Single Stream Recycling (SSR) in the Town of Natick, dated August 1, 2013 ("Contract").

Article 3 of the Contract, entitled "Term", provides as follows: "The term of this Contract shall be for three (3) years, commencing with the date set forth in the first line of this Contract. At the sole discretion of the Town, this Contract may be extended for up to five (5) additional one (1)-year terms." In 2016, the Town, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for an additional one (1)-year term.

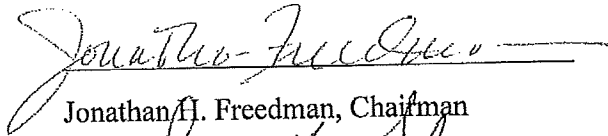
On May 30, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, has exercised its second option to extend the Contract for an additional one (1)-year term. The option year shall expire on July 31, 2018. This letter shall serve as notice to E.L. Harvey & Sons, Inc., of the Town's exercise of its second option year.

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

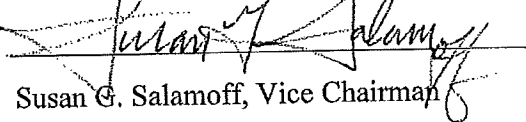
Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

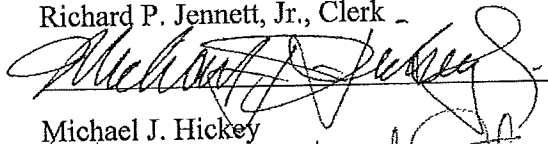


Jonathan H. Freedman, Chairman

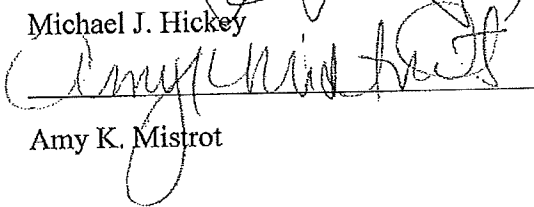


Susan G. Salamoff, Vice Chairman

Richard P. Jennett, Jr., Clerk



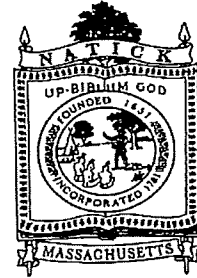
Michael J. Hickey



Amy K. Mistrot

cc. President, E.L. Harvey & Sons, Inc.
Martha L. White, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Department of Public Works
Lisa Durken, Interim Comptroller
Bryan R. Le Blanc, Procurement Officer
John P. Flynn, Esq., Town Counsel

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

July 25, 2016

Steven A. Harvey
Executive Vice President
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
Westborough, MA 01581

RE: Single Stream Recycling (SSR) in the Town of Natick, Massachusetts

Dear Mr. Harvey:

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On July 25, 2016, the Town of Natick, by vote of the Natick Board of Selectmen, has exercised its first option to extend the Contract for an additional one (1)-year term. The option year shall expire on July 31, 2017. This letter shall serve as notice to E.L. Harvey & Sons, Inc. of the Town's exercise of its option.

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

July 25, 2016

Steven A. Harvey
Executive Vice President
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
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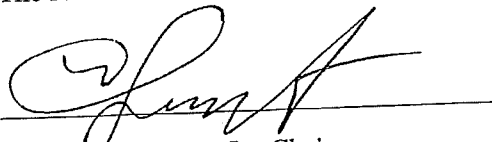
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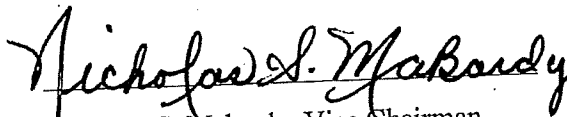
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Very truly yours,

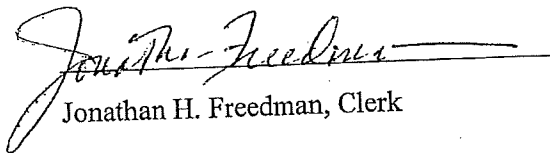
The Natick Board of Selectmen



Richard P. Jennett, Jr., Chairman

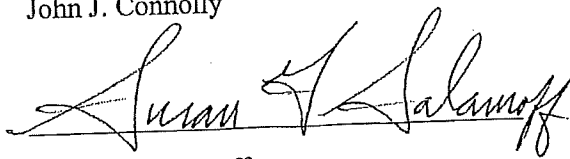


Nicholas S. Mabardy, Vice Chairman



Jonathan H. Freedman, Clerk

John J. Connolly



Susan G. Salamoff

cc. President, E.L. Harvey & Sons, Inc.
Martha L. White, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Department of Public Works
Virginia W. Cahill, Comptroller
Bryan R. Le Blanc, Procurement Officer
John P. Flynn, Esq., Town Counsel

7001 1940 0001 9682 2138

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

CERTIFIED MAIL

7001 1940 0001 9682 2138

7001 1940 0001 9682 2138

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
PRESIDENT, E.L. HARVEY & SONS INC.
 Street, Apt. No.,
 or PO Box No. **68 HOPKINTON ROAD**
 City, State, ZIP+4
WESTBOROUGH MA 01581

PS Form 3800, January 2001 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>PRESIDENT E.L. HARVEY & SONS INC 68 HOPKINTON ROAD WESTBOROUGH MA 01581</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p>7001 1940 0001 9682 2138</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$

Postmark Here

Sent To
 STEVEN A HARVEY EXEC VP EL HARVEY & SONS
 Street, Apt. No.,
 or PO Box No. 68 HOPKINTON RD
 City, State, ZIP+4
 WESTBOROUGH MA 01581

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 STEVEN A HARVEY
 EXEC V.P.
 EL HARVEY & SONS, INC
 68 HOPKINTON ROAD
 WESTBOROUGH MA
 01581

2. Article Number
 (Transfer from service label) 7004 2510 0003 8088 0071

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X ☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

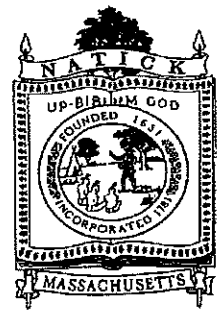
D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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.

May 2, 2018

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Steven A. Harvey
Executive Vice President
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
Westborough, MA 01581

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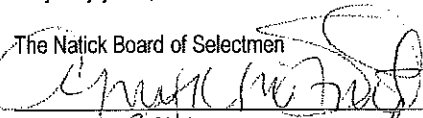
On April 30, 2018, the Town, by vote of the Natick Board of Selectmen, has exercised its third option to extend the Contract for an additional one (1)-year term. The option year shall expire on July 31, 2019. This letter shall serve as notice to E.L. Harvey & Sons, Inc., of the Town's exercise of its third option year. Nothing herein shall affect the ability of the Town to exercise any or all of its remaining options at one or more later dates.

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

Thank you for your consideration.

Very truly yours,

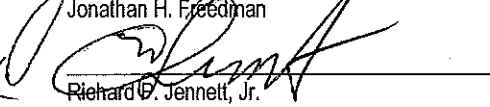
The Natick Board of Selectmen


Amy K. Mistrot, Chair


Susan G. Salamoff, Vice Chairman


Michael J. Hickey, Jr., Clerk


Jonathan H. Freedman


Richard P. Jennett, Jr.

cc. President, E.L. Harvey & Sons, Inc.
William D. Chenard, Acting Town Administrator
Jeremy Marsette, Director, Department of Public Works
Arti P. Mehta, Comptroller
Bryan R. Le Blanc, Procurement Officer
John P. Flynn, Esq.

Bid Title:	Award - Notice of Third One Year Option - Recycling Contract
Category:	Services
Status:	Open

Description:

April 30, 2018, awarded to E.L. Harvey, of Westborough, MA. Effective until July 31, 2019, for prices indicated in the existing agreement.

Publication Date/Time:

5/1/2018 8:00 AM

Closing Date/Time:

Open Until Contracted

[Return To Main Bid Postings Page](#)

[Home](#)

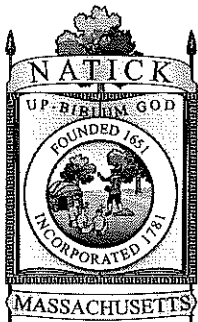
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TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
Anthony Comeau, Supervisor, Water and Sewer Division, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: April 22, 2019

SUBJECT: CONTRACT AWARD
W153 – Water Main Rehabilitation/Replacement – Route 9 and Route 135

On April 17, 2019, sealed bids were received, pursuant to M.G.L. c. 30, §39M, for rehabilitation/replacement of the water main/Route 9 and Route 135 in the Town of Natick, Massachusetts. Bids were received from four (4) bidders. (See attached.)

W. Walsh Co, Inc., 82 Walton Street, Attleboro, Massachusetts 02703 (“Walsh”) is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Walsh for the complete main bid work, plus add/alternate items, as provided for in the Town’s Invitation for Bids. The amount of the award will be for \$2,123,690.00 as provided for in Walsh’s bid. We have reviewed the bids received and have checked the references and qualifications of Walsh. Mr. Gregory Eldridge, Vice President of Haley & Ward, the Town’s on-call Water and Sewer project consulting engineering firm, has also done the same and has recommended award accordingly. See attached.

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

Bids Received:	04/17/19
Newspaper Advertisement (<u>Metrowest Daily News</u>):	03/26/19
Town Hall Posting:	03/21/19
Website Posting:	03/21/19
Central Register:	03/27/19
COMMBUYS Posting:	03/21/19

Funding: Acct#655504-583020 FY2019
Acct#655314-584000 FY2018
Acct#655316-583000 FY2018 = \$2.6million

Bids Received: See attached.

Haley and Ward, Inc.

Civil and Environmental Engineers

"Client Service and Engineering Excellence...Since 1897"



Via Email

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

Re: Bid Results Contract No. W-153

Dear Mr. Comeau,

On April 17, 2019, four (4) bids were received for Contract W-153 entitled "Water Main Rehabilitation/Replacement Rt 9 & Rt 135". We are attaching a Canvass of Bids and have summarized the total bid amounts below:

		Base Bid	Base Plus Add. Items
1.	W. Walsh Company, Inc.	\$1,789,890.00	\$2,123,690.00
2.	Biszko Contracting Corp.	\$2,060,500.10	\$2,392,860.40
3.	Dewcon Inc.	\$2,594,592.00	\$2,884,251.00
4.	N. Granese & Sons Inc.	\$2,616,914.40	\$2,900,623.40

The project was bid with Add. Items A1 thru A8. The Add. Item work was for additional water main cleaning and lining on East Central and Bacon Street. We estimated the construction cost at \$2.1M, which is inline with the low bidder. There is \$2.6M available in the funding for the project.

We contacted three (3) project references for W. Walsh Company and all three responses were positive responses with all indicating they would recommend W. Walsh Company for more work and did not identify any issues with them completing that would negatively impact this project. Additionally, W. Walsh Company successfully completed cleaning and lining projects for Natick in 2007 and 2009 that included cleaning and lining over 90,000 linear feet of 8-inch and 12-inch diameter water mains.

We feel, based on the positive results of the reference checks and completed projects list that W. Walsh Company has the equipment, resources and experience to perform the work in accordance with the contract documents and within the specified time frame. The low bid submitted by W. Walsh Company appears to be in order and is within available funding.

The project includes work in four locations and funding from four appropriations; Rt 9 & Rt 27 utility replacement article, East Central water main article and Town Forest water main article.

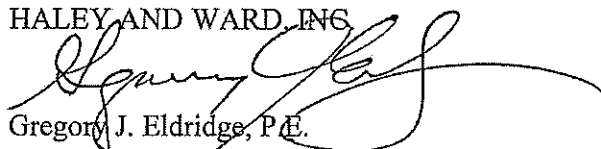
Mr. Comeau
April 19, 2019
Page 2 of 2

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

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

Yours very truly,

HALEY AND WARD, INC.


Gregory J. Eldridge, P.E.
Vice President

Cc: Jeremy Marsette via email
Bryan LeBlanc via email

Enclosures: Canvass of Bids
Notice of Award

J:\Natick\451 Rt 9 & 27 Utility replacement\Letter\451-004 Rt 9 135 bid review and award info.doc

Haley and Ward, Inc.

Haley and Ward, Inc.
Canvass of Bids - Received on April 17, 2019
Water Main Rehabilitation/Replacement Rt 9 & Rt 135
Contract No. W-153

1st Low Bidder
W. Walsh Company, Inc.
37 Walton Street
Attleboro, MA 02703

2nd Low Bidder
Biszko Contracting Corp.
20 Development Street
Fall River, MA 02721

3rd Low Bidder
Dewcon Inc.
PO Box 439
Basking Ridge, NJ 07920

Item	Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	1	LS	\$85,000.00	\$85,000.00	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00
2	Below Grade Excavation	40	CY	\$1.00	\$40.00	\$0.01	\$0.40	\$1.00	\$40.00
3	Test Pit Excavation	55	CY	\$100.00	\$5,500.00	\$0.01	\$0.55	\$1.00	\$55.00
4	Rock & Boulder Removal	85	CY	\$1.00	\$85.00	\$0.01	\$0.85	\$1.00	\$85.00
5	Process Gravel	355	CY	\$1.00	\$355.00	\$20.00	\$7,100.00	\$1.00	\$355.00
6	Ordinary Borrow	430	CY	\$1.00	\$430.00	\$0.01	\$4.30	\$1.00	\$430.00
7	Select Borrow	300	CY	\$1.00	\$300.00	\$0.01	\$3.00	\$1.00	\$300.00
8	Concrete Sidewalk	55	CY	\$180.00	\$9,900.00	\$110.00	\$6,050.00	\$200.00	\$11,000.00
9	Temporary Trench Paving	90	TONS	\$110.00	\$9,900.00	\$100.00	\$9,000.00	\$1.00	\$90.00
10	Permanent Trench Paving	350	TONS	\$150.00	\$52,500.00	\$130.00	\$45,500.00	\$100.00	\$35,000.00
11	Permanent Pit Paving	80	TONS	\$150.00	\$12,000.00	\$130.00	\$10,400.00	\$100.00	\$8,000.00
12	Full Width Overlay Paving	975	TONS	\$110.00	\$107,250.00	\$100.00	\$97,500.00	\$225.00	\$219,375.00
13	Dust Control	15	CWT	\$40.00	\$600.00	\$10.00	\$150.00	\$1.00	\$15.00
14	Milling Rte 135	10600	SY	\$4.50	\$47,700.00	\$10.00	\$106,000.00	\$5.00	\$53,000.00
15	Granite Curb	640	LF	\$10.00	\$6,400.00	\$5.00	\$3,200.00	\$30.00	\$19,200.00
16	Bituminous Sidewalk	28	LF	\$60.00	\$1,680.00	\$20.00	\$560.00	\$1.00	\$28.00
17	Loam and Seed	1000	SY	\$20.00	\$20,000.00	\$0.01	\$10.00	\$1.00	\$1,000.00
18	6 & 8-Inch Gate Valves	20	EACH	\$3,000.00	\$60,000.00	\$4,000.00	\$80,000.00	\$10,000.00	\$200,000.00
19	10 & 12-Inch Gate Valves	12	EACH	\$5,000.00	\$60,000.00	\$6,000.00	\$72,000.00	\$10,000.00	\$120,000.00
20	Solid Sleeves	88	EACH	\$700.00	\$61,600.00	\$100.00	\$8,800.00	\$200.00	\$17,600.00
21	Fittings	3900	LBS	\$5.00	\$19,500.00	\$0.01	\$39.00	\$0.01	\$39.00
22	Temporary Water Service	1	LS	\$220,000.00	\$220,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00
23	Water Service Rte 135	1500	LF	\$65.00	\$97,500.00	\$10.00	\$15,000.00	\$100.00	\$150,000.00
24	Water Service	30	LF	\$65.00	\$1,950.00	\$1.00	\$30.00	\$100.00	\$3,000.00
25	Service Valves	30	EACH	\$700.00	\$21,000.00	\$3,500.00	\$105,000.00	\$2,000.00	\$60,000.00
26	Hydrant Assemblies	10	EACH	\$7,000.00	\$70,000.00	\$7,000.00	\$70,000.00	\$15,000.00	\$150,000.00
27	Furnishing Hydrants	12	EACH	\$2,800.00	\$33,600.00	\$4,000.00	\$48,000.00	\$2,200.00	\$26,400.00
28	Pit Piping 6"-12"	380	LF	\$125.00	\$47,500.00	\$90.00	\$34,200.00	\$100.00	\$38,000.00
29	Miscellaneous Pits	200	CY	\$100.00	\$20,000.00	\$0.01	\$2.00	\$100.00	\$20,000.00
30	Environmental Controls	1	LS	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
31	Bacon Street Connection & Town Forest	1	LS	\$65,000.00	\$65,000.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00
32	Rt 9 Water Main	820	LF	\$125.00	\$102,500.00	\$120.00	\$98,400.00	\$200.00	\$164,000.00
33	Rt 9 6" & 8" Water Main Cleaning & Lining	1680	LF	\$50.00	\$84,000.00	\$55.00	\$92,400.00	\$76.00	\$127,680.00
34	Rt 9 12" Water Main Cleaning & Lining	3300	LF	\$54.00	\$178,200.00	\$75.00	\$247,500.00	\$76.00	\$250,800.00
35	East Central 10" Water Main Cleaning & Lining	3100	LF	\$55.00	\$170,500.00	\$65.00	\$201,500.00	\$76.00	\$235,600.00
36	Pit Flowable Fill	105	CY	\$150.00	\$15,750.00	\$250.00	\$26,250.00	\$300.00	\$31,500.00
37	Drain Replacement	100	LF	\$50.00	\$5,000.00	\$1.00	\$100.00	\$50.00	\$5,000.00
38	Electronic Message Board	75	DAYS	\$30.00	\$2,250.00	\$200.00	\$15,000.00	\$200.00	\$15,000.00
39	Line Painting	10800	LF	\$3.00	\$32,400.00	\$1.00	\$10,800.00	\$5.00	\$54,000.00
40	Traffic Management	1	LS	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00	\$1,000.00	\$1,000.00
41	Traffic Management, East Central & Town Forest	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$1,000.00	\$1,000.00
	TOTAL BASE BID				\$1,789,890.00		\$2,060,500.10		\$2,594,592.00

ADDITIONAL ITEMS

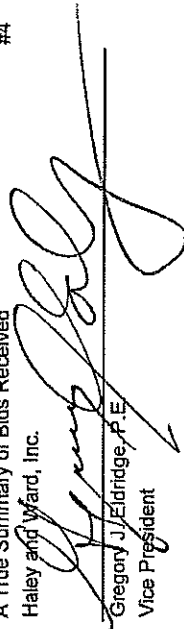
Item	Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
A1	10-Inch Gate Valve	10	EACH	\$5,000.00	\$50,000.00	\$6,000.00	\$60,000.00	\$1,000.00	\$10,000.00
A2	Solid Sleeves	30	EACH	\$700.00	\$21,000.00	\$0.01	\$0.30	\$100.00	\$3,000.00
A3	Fittings	900	LBS	\$5.00	\$4,500.00	\$0.01	\$9.00	\$0.01	\$9.00
A4	Temporary Water Service	1	LS	\$32,000.00	\$32,000.00	\$55,000.00	\$55,000.00	\$75,000.00	\$75,000.00
A5	Pit Pipe 6" & 10"	115	LF	\$120.00	\$13,800.00	\$90.00	\$10,350.00	\$100.00	\$11,500.00
A6	Miscellaneous Pits	100	CY	\$100.00	\$10,000.00	\$0.01	\$1.00	\$1.00	\$100.00
A7	Bacon & East Central Cleaning & Lining	2500	LF	\$78.00	\$195,000.00	\$80.00	\$200,000.00	\$76.00	\$190,000.00
A8	Temporary and Permanent Pit Resurfacing	50	TONS	\$150.00	\$7,500.00	\$140.00	\$7,000.00	\$1.00	\$50.00
	TOTAL				\$333,800.00		\$332,360.30		\$289,659.00
	TOTAL INC. ADD ITEMS				\$2,123,690.00		\$2,392,860.40		\$2,884,251.00

A True Summary of Bids Received
Haley and Ward, Inc.

#4

N Granese & Sons, Inc.
59 Jefferson Ave
Salem, MA 01970

\$2,616,914.40 Base Bid
\$ 283,709.00 Add Items
\$2,900,623.40 Total


Gregory J. Eldridge, P.E.
Vice President

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

AGREEMENT

THIS AGREEMENT made this Twenty ninth day of April in the year 2019, 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

W. Walsh Co., Inc., having an address of 32 Walton St. Allston, MA 02135, doing business as a (Corporation, Partnership or Individual) hereinafter called "CONTRACTOR."

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

ARTICLE 1. WORK

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

1.2. The water main rehabilitation work for this project consists of installing approximately eight hundred twenty (820) linear feet of eight-inch (8") diameter water main, cleaning and lining, approximately eight thousand eighty (8,080) linear feet of eight-inch (8"), ten-inch (10") and twelve-inch (12") diameter water mains, and replacing twenty four (24) water services, and water main tie-ins on Bacon Street and near the Town Forest water storage tank. 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. If funds are available, work to include cleaning and lining approximately twenty-five hundred (2,500) linear feet of ten-inch (10") diameter water mains on Bacon Street.

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

ARTICLE 2. ENGINEER

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

ARTICLE 3. CONTRACT TIME

3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and Contract Documents. There are two separate work completion dates, one for 2019 water main work and one for 2020 water main work should Contractor choose to split up the projects into two construction seasons. CONTRACTOR shall substantially complete the 2019 work within one hundred and twenty (120) consecutive calendar days from Contract start date. CONTRACTOR shall complete all 2019 Work within three hundred (300) consecutive calendar days from the Contract start date. CONTRACTOR shall substantially complete the 2020 Work within three hundred and fifty (350) consecutive calendar days from Contract start date. CONTRACTOR shall complete all 2020 Work within three hundred and seventy (370) consecutive calendar days from the Contract start date. Therefore the date all work will be completed is _____, 20____.

*to be completed
accurately
to complete
8/14/2020
undelivered
as of yet.*

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Four Hundred** dollars (\$400.00) for each day that expires after each Substantial Completion date and **Eight Hundred** dollars (\$800.00) after each Final Completion date for each project specified in paragraph 3.1 of this section for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

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

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

CONTRACT PRICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization	1 L.S.	\$ _____	\$ _____
2.	Below Grade Excavation	40 C.Y.	\$ _____	\$ _____
3.	Test Pit Excavation	55 C.Y.	\$ _____	\$ _____
4.	Rock Excavation, No Explosives	85 C.Y.	\$ _____	\$ _____
5.	Process Gravel	355 C.Y.	\$ _____	\$ _____

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*to be completed
by 8/14/20
Wardlaw
in
W. Walsh
Bed.
(See P. 1)
of
Cavass
form.)*

6. Ordinary Borrow	430	C.Y.	\$ _____	\$ _____
7. Select Borrow	300	C.Y.	\$ _____	\$ _____
8. Concrete Sidewalk	55	S.Y.	\$ _____	\$ _____
9. Temporary Trench Paving	90	TONS	\$ _____	\$ _____
10. Permanent Trench Paving	350	TONS	\$ _____	\$ _____
11. Permanent Pit Paving	80	TONS	\$ _____	\$ _____
12. Full Width Overlay Paving	975	TONS	\$ _____	\$ _____
13. Dust Control	15	CWT	\$ _____	\$ _____
14. Milling Rt 135	10,600	S.Y.	\$ _____	\$ _____
15. Granite Curb	640	L.F.	\$ _____	\$ _____
16. Bituminous Sidewalk	38	L.F.	\$ _____	\$ _____
17. Loam and Seed	1,000	S.Y.	\$ _____	\$ _____
18. For 6 and 8 inch Gate Valves	20	EA.	\$ _____	\$ _____
19. For 10 and 12 inch Gate Valves	12	EA.	\$ _____	\$ _____
20. Solid Sleeves	88	EA.	\$ _____	\$ _____
21. Fittings	2,900	LBS	\$ _____	\$ _____
22. Temp. Water Rt 9, 27 & 135	1	L.S.	\$ _____	\$ _____
23. Water Service Rt 135	1,500	L.F.	\$ _____	\$ _____
24. Water Service	30	L.F.	\$ _____	\$ _____
25. Service Valves	30	EA	\$ _____	\$ _____
26. Hydrant Assemblies	10	EA.	\$ _____	\$ _____
27. Furnishing Hydrants	12	EA.	\$ _____	\$ _____
28. Pit Pipe, 6-12"	380	L.F.	\$ _____	\$ _____
29. Miscellaneous Pits	200	C.Y.	\$ _____	\$ _____
30. Environmental Controls	1	LS	\$ _____	\$ _____

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31. Bacon and Town Forest Connection	1	L.S.	\$		\$	
32. Rt 9 Water Main Replacement	820	L.F.	\$		\$	
33. Rt 9 6" & 8" Cleaning & Lining	1,680	L.F.	\$		\$	
34. Rt 9 12" Cleaning & Lining	3,300	L.F.	\$		\$	
35. East Central 10" Cleaning & Lining	3,100	L.F.	\$		\$	
36. Pit Flowable Fill	105	C.Y.	\$		\$	
37. Drain Replacement	100	L.F.	\$		\$	
38. Electronic Message Boards	75	DAYS	\$		\$	
39. Line Painting	10,800	L.F.	\$		\$	
40. Traffic Management, Rt 9 & 27	1	L.S.	\$		\$	
41. Traffic Management East Central & Town Forest	1	L.S.	\$		\$	

TOTAL BASE CONTRACT AMOUNT

\$ 1,789,890.⁰⁰

ADDITIONAL ITEMS

A1. 10-inch Gate Valve	10	EA	\$		\$	
A2. Solid Sleeves	30	EA	\$		\$	
A3. Fittings	900	LBS	\$		\$	
A4. Temporary Water Service	1	L.S.	\$		\$	
A5. Pit Pipe 10"	115	L.F.	\$		\$	
A6. Miscellaneous Pits	100	C.Y.	\$		\$	
A7. Bacon & East Central Cleaning & Lining	2,500	L.F.	\$		\$	
A8. Temp. and Perm. Pit Paving	50	TONS	\$		\$	

TOTAL ADD ITEM AMOUNT

\$ 333,800.⁰⁰

TOTAL CONTRACT AMOUNT

\$ 2,123,690.⁰⁰

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

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ARTICLE 5. PAYMENT PROCEDURES

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

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

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Article 14.

ARTICLE 6. TERMS

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

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

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions, as modified, if applicable, by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS

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

- 8.1 Invitation for Bids
- 8.2 Instructions to Bidders
- 8.3 Contractor's Bid
- 8.4 This Agreement ("Agreement")
- 8.5 Exhibits to this Agreement
- 8.6 General Conditions
- 8.7 Supplementary Conditions
- 8.8 Contractor's Performance and Payment Bonds, and insurance certificates
- 8.9 Notice of Award
- 8.10 Notice to Proceed
- 8.11 Specifications contained in Divisions 1-3, as listed in table of contents
- 8.12 Construction Drawings generally entitled "Water Main Rehabilitation/Replacement Rt 9 & Rt 27": Drawing Numbers 1-17

8.13 Addenda numbers 1 to 1, inclusive.

8.14 Change Order

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions, as modified, if at all, by the Supplementary Conditions.

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10: INSURANCE

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

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

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

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

ARTICLE 11: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

Town of Natick, Massachusetts

The Natick Board of Selectmen

CONTRACTOR:

W. Walsh Co., Inc.
Printed Name of CONTRACTOR

Amy K. Mistrot, Chairman

Michael J. Hickey, Jr.

Susan G. Salamoff, Vice Chairman

Michael J. Hickey, Jr., Clerk

JONATHAN H. FREEDMAN

Richard P. Jennett, Jr.

KAREN Adelman-Foster

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated:

Dated:

[CORPORATE SEAL]

Attest

Owner Address for giving notices:

Board of Selectmen

Natick Town Hall

13 East Central Street
Natick, MA 01760

Contractor Address for giving notices:

President

W. Walsh Co., Inc.

32 Waltons Street

Ashleboro, MA 02703

NAT-451/Contract No. W-153
N 03/24/2017

AGREEMENT
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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 therefor, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Date

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

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

Date

CONTRACT NO. W-153
WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135
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

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

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

CONTRACT NO W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

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.

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

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. For the Project the Contractor must, at a minimum, must complete one of the two identified projects in 2019. The projects are 1) Route 9 and 27 Water Mains and 2) East Central, Bacon Street and Town Forest Water Mains. Therefore, 2019 project will be substantially completed as soon as practicable, but no later than one hundred and twenty (120) consecutive calendar days thereafter, and will be fully completed within three hundred (300) consecutive calendar days unless an extension of time is granted. Therefore, 2020 project will be substantially completed as soon as practicable, but no later than three hundred and fifty (350) days thereafter and will be fully completed within three hundred and seventy (370) consecutive calendar days unless an extension of time is granted. Bidder further agrees to pay as liquidated damages, the sum of Four Hundred Dollars (\$400.00) for each consecutive calendar day thereafter that work is not substantially completed, with the exception of final re-surfacing. Bidder further agrees to pay as liquidated damages the sum of Eight Hundred Dollars (\$800.00) for each consecutive day thereafter, that all is work is not completed as provided in the Information for Bidders Section of this Contract, and agrees that this sum is not contingent upon any financial losses incurred by the Owner due to the delay, and not to be considered as a penalty, but an agreed upon sum to be deducted from Contractor's payment. Bidder also agrees to the individual contract completion dates and liquidated damages outlined in the Instruction to Bidders.

Bidder acknowledges receipt of Addenda:

#1 4/19/19 #2 _____ #3 _____

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

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

BID FORM

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	For Mobilization, the total lump sum price of <u>Eighty Five Thousand Dollars</u> (Lump Sum Price in Words)	= \$ <u>85,000⁰⁰</u>
(Maximum Allowable Bid Price for this Item is 5% of the Total Bid)		
2.	For Below Grade Excavation, the unit price of <u>One Dollar</u> (Unit Price in Words)	
	per cubic yards for an estimated quantity of 40 c.y. x \$ <u>\$ 1.00</u> (Unit Price in Figures)	= \$ <u>40⁰⁰</u>
3.	For Test Pit Excavation, the unit price of <u>One hundred Dollars</u> (Unit Price in Words)	
	per cubic yards for an estimated quantity of 55 c.y. x \$ <u>\$ 100⁰⁰</u> (Unit Price in Figures)	= \$ <u>5,500⁰⁰</u>
4.	For Rock And Boulder Removal, the unit price of <u>One Dollar</u> (Unit Price in Words)	
	per cubic yards for an estimated quantity of 85 c.y. x \$ <u>\$ 1.00</u> (Unit Price in Figures)	= \$ <u>85⁰⁰</u>

5. For Process Gravel, the unit price of

One Dollar
(Unit Price in Words)

per cubic yards for an estimated quantity of

355 c.y. x \$ \$1.00 = \$ 355⁰⁰
(Unit Price in Figures)

6. For Ordinary Borrow, the unit price of

One Dollar
(Unit Price in Words)

per cubic yard for an estimated quantity of

430 c.y. x \$ \$1.00 = \$ 430⁰⁰
(Unit Price in Figures)

7. For Select Borrow, the unit price of

One Dollar
(Unit Price in Words)

per cubic yard for an estimated quantity of

300 c.y. x \$ \$1.00 = \$ 300⁰⁰
(Unit Price in Figures)

8. For Concrete Sidewalk, the unit price of

One hundred EIGHTY Dollars
(Unit Price in Words)

per square yards or an estimated quantity of

55 s.y. x \$ \$180 = \$ 9,900⁰⁰
(Unit Price in Figures) ^{100/100}

9. For Temporary Trench Paving, the unit price of

One hundred TEN Dollars
(Unit Price in Words)

per ton for an estimated quantity of

90 tons x \$ \$110 = \$ 9,900⁰⁰
(Unit Price in Figures) ^{00/100}

10. For Permanent Trench Paving, the unit price of

One hundred FIFTY DOLLARS
(Unit Price in Words)

per ton for an estimated quantity of

350 tons x \$ \$150⁰⁰ = \$ 52,500⁰⁰

11. For Permanent Pit Paving, the unit price of

One hundred FIFTY DOLLARS
(Unit Price in Words)

per ton for an estimated quantity of

80 tons x \$ \$150⁰⁰ = \$ 12,000⁰⁰
(Unit Price in Figures)

12. For Full Width Overlay Paving, the unit price of

One hundred TEN DOLLARS
(Unit Price in Words)

per ton for an estimated quantity of

975 ton x \$ \$110⁰⁰ = \$ 107,250⁰⁰
(Unit Price in Figures)

13. For Dust Control , the unit price of

Forty DOLLARS
(Unit Price in Words)

per cubic weight for an estimated quantity of

15 cwt x \$ \$40⁰⁰ = \$ 600⁰⁰
(Unit Price in Figures)

14. For Milling Rt 135 (East Central), the unit price of

Four DOLLARS and FIFTY CENTS
(Unit Price in Words)

per square yard for an estimated quantity of

10,600 s.y. x \$ \$4.50 = \$ 47,700⁰⁰
(Unit Price in Figures)

15. For Granite Curb, the unit price of

TEN DOLLARS
(Unit Price in Words)

per linear foot for an estimated quantity of

640 l.f. x \$ \$10⁰⁰ = \$ 6,400⁰⁰
(Unit Price in Figures)

16. For Bituminous Sidewalk, the unit price of

SIXTY DOLLARS
(Unit Price in Words)

per linear foot for an estimated quantity of

28 l.f. x \$ \$60⁰⁰ = \$ 1,680⁰⁰
(Unit Price in Figures)

17. For Loam and Seed, the unit price of

TWENTY DOLLARS
(Unit Price in Words)

per square yard for an estimated quantity of

1,000 s.y. x \$ \$20.00 = \$ 20,000⁰⁰
(Unit Price in Figures)

18. For 6 and 8-Inch Gate Valves, the unit price of

THREE THOUSAND DOLLARS
(Unit Price in Words)

per each for an estimated quantity of

20 ea x \$ \$3,000⁰⁰ = \$ 60,000⁰⁰
(Unit Price in Figures)

19. For 10 and 12-Inch Gate Valves, the unit price of

FIVE THOUSAND DOLLARS
(Unit Price in Words)

per each for an estimated quantity of

12 ea. x \$ \$5,000⁰⁰ = \$ 60,000⁰⁰
(Unit Price in Figures)

20. For Solid Sleeves, the unit price of

Seven hundred Dollars
(Unit Price in Words)

per each for an estimated quantity of

88 ea. x \$ \$700⁰⁰
(Unit Price in Figures)

= \$ 61,600⁰⁰

21. For Fittings, the unit price of

Five Dollars
(Unit Price in Words)

per pounds for an estimated quantity of

~~3,900~~ ^{3,900 lbs} x \$ \$5.00
(Unit Price in Figures)

= \$ 19,500⁰⁰

22. For Temporary Water Service, Rt 9, 27 & 135 the lump sum price of

Two hundred Twenty Thousand Dollars
(Lump Sum Price in Words)

= \$ 220,000⁰⁰

23. For Water Services Rt 135, the unit price of

Sixty Five Dollars
(Unit Price in Words)

per linear foot for an estimated quantity of

1,500 l.f. x \$ \$65⁰⁰
(Unit Price in Figures)

= \$ 97,500⁰⁰

24. For Water Service, the unit price of

Sixty Five Dollars
(Unit Price in Words)

per linear foot for an estimated quantity of

30 l.f. x \$ \$65⁰⁰
(Unit Price in Figures)

= \$ 1,950⁰⁰

25. For Service Valves, the unit price of

Seven Hundred Dollars
(Unit Price in Words)

per each for an estimated quantity of

30 ea. x \$ \$700⁰⁰ = \$ 21,000⁰⁰
(Unit Price in Figures)

26. For Hydrant Assemblies the unit price of

Seven Thousand Dollars
(Unit Price in Words)

per each for an estimated quantity of

10 ea. x \$ \$7,000⁰⁰ = \$ 70,000⁰⁰
(Unit Price in Figures)

27. For Furnishing Hydrants, the unit price of

Two Thousand Eight hundred Dollars
(Unit Price in Words)

per each for an estimated quantity of

12 ea. x \$ \$2,800⁰⁰ = \$ 33,600⁰⁰
(Unit Price in Figures)

28. For Pit Piping, 6-12", the unit price of

One hundred Twenty Five Dollars
(Unit Price in Words)

per linear foot for an estimated quantity of

380 l.f. x \$ \$125⁰⁰ = \$ 47,500⁰⁰
(Unit Price in Figures)

29. For Miscellaneous Pits, the unit price of

One hundred Dollars
(Unit Price in Words)

per cubic yard for an estimated quantity of

200 c.y. x \$ \$100⁰⁰ = \$ \$20,000⁰⁰
(Unit Price in Figures)

30. For Environmental Controls, the lump sum price of

TWELVE THOUSAND DOLLARS = \$ 12,000⁰⁰
(Lump Sum Price in Words)

31. For Bacon Street Connection and Town Forest the unit price of

SIXTY FIVE THOUSAND DOLLARS = \$ 65,000⁰⁰
(Lump Sum Price in Words)

32. For Rt 9 Water Main Replacement the unit price of

ONE HUNDRED TWENTY FIVE DOLLARS
(Unit Price in Words)

per linear foot for an estimated quantity of

820 l.f. x \$ 125⁰⁰ = \$ 102,500⁰⁰
(Unit Price in Figures)

33. For Rt 9 6" & 8" Water Main Cleaning and Lining, the unit price of

FIFTY DOLLARS = \$ 1/A
(Unit Price in Words)

per linear foot for an estimated quantity of

1,680 l.f. x \$ 50⁰⁰ = \$ 84,000⁰⁰
(Unit Price in Figures)

34. For Rt 9 12" Water Main Cleaning and Lining, the unit price of

FIFTY FOUR DOLLARS = \$ 1/A
(Unit Price in Words)

per linear foot for an estimated quantity of

3,300 l.f. x \$ 54⁰⁰ = \$ 178,200⁰⁰
(Unit Price in Figures)

35. For East Central 10" Water Main Cleaning and Lining, the unit price of

Fifty Five Dollars = \$ N/A
(Unit Price in Words)

per linear foot for an estimated quantity of

3,100 l.f. x \$ 55.00 = \$ 170,500.00
(Unit Price in Figures)

36. For Pit Flowable Fill, the unit price of

One Hundred Fifty Dollars = \$ N/A
(Unit Price in Words)

per cubic yards for an estimated quantity of

105 c.y. x \$ 150.00 = \$ 15,750.00
(Unit Price in Figures)

37. For Drain Replacement, the unit price of

Fifty Dollars
(Unit Price in Words)

per linear foot for an estimated quantity of

100 l.f. x \$ 50.00 = \$ 5,000.00
(Unit Price in Figures)

38. For Electronic Message Boards, the unit price of

THIRTY DOLLARS
(Unit Price in Words)

per day for an estimated quantity of

75 days x \$ 30.00 = \$ 2,250.00
(Unit Price in Figures)

39. For Line Painting, the unit price of

THREE DOLLARS
(Unit Price in Words)

per linear foot for an estimated quantity of

10,800 l.f. x \$ 3.00 = \$ 32,400.00
(Unit Price in Figures)

40. For Traffic Management, Rt 9 & Rt 27 the lump price of

Twenty Five Thousand Dollars = \$ 25,000⁰⁰
(Lump Sum Price in Words)

41. For Traffic Management, East Central and Town Forest the lump sum price of

Twenty Five Thousand Dollars = \$ 25,000⁰⁰
(Lump Sum Price in Words)

TOTAL BASE BID PRICE FOR BID COMPARISON

= \$ 1,789,890⁰⁰

One Million, Seven Hundred Eighty Nine Thousand, Eight Hundred Ninety Dollars
(Bid Price in Words)

ADDITIONAL ITEMS

- A1 For 10-inch Gate Valve, the unit price of

Five Thousand Dollars
(Unit Price in Words)

Per each for an estimated quantity of

10 ea. x \$ \$5,000 ⁰⁰/₁₀₀ = \$ 50,000⁰⁰
(Unit Price in Figures)

- A2 For Solid Sleeves, the unit price of

Seven Hundred Dollars
(Unit Price in Words)

Per each for an estimated quantity of

30 ea. x \$ \$700 ⁰⁰/₁₀₀ = \$ 21,000⁰⁰
(Unit Price in Figures)

- A3 For Fittings, the unit price of

Five Dollars ⁰⁰/₁₀₀
(Unit Price in Words)

Per pound for an estimated quantity of

$$\underline{900 \text{ lbs.} \times \$ 5.00} = \$ 4,500.00$$

(Unit Price in Figures)

A4 For Temporary Water Service, the lump sum price of

$$\underline{\text{THIRTY TWO THOUSAND DOLLARS}} = \$ 32,000.00$$

(Lump Sum Price in Words)

A5 For Pit Pipe 6" & 10", the unit price of

$$\underline{\text{One hundred Twenty Dollars}} =$$

(Unit Price in Words)

Per linear foot for an estimated quantity of

$$\underline{115 \text{ l.f.} \times \$ 120.00} = \$ 13,800.00$$

(Unit Price in Figures)

A6 For Miscellaneous Pits, the unit price of

$$\underline{\text{One hundred Dollars}} =$$

(Unit Price in Words)

Per cubic yard for an estimated quantity of

$$\underline{100 \text{ c.y.} \times \$ 100.00} = \$ 10,000.00$$

(Unit Price in Figures)

A7 For Bacon and East Central Cleaning and Lining, the unit price of

$$\underline{\text{Seventy Eight Dollars}} =$$

(Unit Price in Words)

Per linear foot for an estimated quantity of

$$\underline{2,500 \text{ l.f.} \times \$ 78.00} = \$ 195,000.00$$

(Unit Price in Figures)

A8 For Temporary and Permanent Pit Resurfacing

$$\underline{\text{One hundred Fifty Dollars}} =$$

(Unit Price in Words)

Per ton for an estimated quantity of

$$\underline{50 \text{ tons} \times \$ 150.00} = \$ 7,500.00$$

(Unit Price in Figures)

ADDITIONAL ITEMS

The Town will award the project based upon available funding. An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid. Town will consider Base Bid amount first for award consideration. If funding is available for Base Bid plus all Additional Items for Bacon and East Central Street cleaning and lining, then award will be made on Base Bid plus Additional Item total.

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 ~~pipe-bursting~~ work in the following places:

1. Description of Project

Water Main Cleaning & Lining PER ADD #1 40'
See Attached Pages

(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 _____

W. Walsh Company Completed Projects

YEAR	LOCATION	CLIENT	OWNER	TYPE OF WORK	CLIENT CONTACT	DOLLAR VALUE
2011	Woonsocket, RI	City of Woonsocket, RI	Manville Road Water Main Rehabilitation	Cleaned & Cement lined 3,500 lf of 12" Cast Iron Pipe Installed 950 lin ft of 20" DI Pipe	Chuck Adelberger (CDM) 401-751-5360	\$751,000
2011	East Providence, RI	City of East Providence	City of East Providence Contract CL-3	Cleaned & Cement lined 9,600 lf of 6" & 8" cast iron pipe; installed 2,800 ft of 8" & 6" DI	Erik Stadberg 401-435-7702	\$990,000
2011	Boston, MA	RJV Construction, Inc.	MVRA Contract 7099	Cleaned & Cement lined 1055 lf of 24 inch Cast Iron pipe & 1325 lf of 48 inch Cast Iron pipe	Joseph Pacella 781-821-1469	\$298,000
2011	Springfield, MA	P. Gioiese & Sons	Springfield Water and Sewer Commission Contract CA-1108-11	Cleaned & Cement lined 2,500 lf of 48" steel pipe & 3,300 lf of 36" steel pipe. Sliplined 2,700 lf of 24" HDPE into 36" River crossings on Connecticut River	Marco Gioioso 401-435-7702	\$700,000
2012	Wallingford, CT	Town of Wallingford, CT	2012 Water Main Cleaning & Lining Project	Cleaned & Cement lined 2560 lf of 12 inch Cast Iron pipe, 2570 lf of 18 inch CI pipe, & 830 lf of 10 inch CI pipe	Erik Krueger 203-949-2672	\$280,000
2012	Bedford, MA	Town of Bedford	Town of Bedford	Cleaned & Cement lined 3900- lf of 12" and 6" cast iron pipe	Adrienne St. John 781-275-7605	\$237,000
2012	Bristol, RI	Bristol County Water Auth.	Water Authority	Cleaned & Cement lined 2400- lf of 8" and 6" cast iron pipe	Ken Booth 401-245-2022	\$306,000
2013	Bedford, MA	Town of Bedford	Town of Bedford	Cleaned & Cement lined 7500 lf of 10", 8" and 12" cast iron pipe installed 1200lf 8inch Ductile Iron Pipe	Adrienne St. John 781-275-7605	\$906,000
2013	Providence, RI	Parkside Utility Construction	Providence Water Supply Board Contract(s) 3 & 4	Cleaned & Cement lined 5,600 lf of 6" & 8" cast iron pipe; provided rental of over 25,000 lf of Temporary bypass to GC	Daniel Rocha 401-938-1614	\$369,000
2013	Bedford, MA	Town of Bedford	Town of Bedford	Cleaned & Cement lined 3000 lf of 10", 8", and 6" cast iron pipe	Adrienne St. John 781-275-7605	\$187,000
2014	Bedford, MA	Town of Bedford	Town of Bedford	Cleaned & Cement lined 3000 lf of 10", 8", and 6" cast iron pipe	Adrienne St. John 781-275-7605	\$566,200
2014	Bristol, RI	Bristol County Water Auth.	Water Authority	Cleaned & Cement lined 8800- lf of 8" and 6" cast iron pipe	Ken Booth 401-245-2022	\$798,000
2014	Tiverton, RI	North Tiverton Fire District	North Tiverton Fire District	Cleaned & Cement lined 2200- lf of 6" cast iron pipe - Phase I	Paul St. Laurent 401-624-8432	\$215,000
2014	Bristol, RI	Bristol County Water Auth.	Water Authority	Installed Class IV Structural lining in 1700 lf of 6" AC pipe	Ken Booth 401-245-2022	\$419,500
2014	Hyannis, MA	Town of Barnstable Water Dept.	Town of Barnstable, DPW	Cleaned & Cement lined 12,500 lf of 16" cast iron pipe	Michael Gorenstein 508-775-0063	\$1,168,238

W. Walsh Company Completed Projects

YEAR	LOCATION	CLIENT	OWNER	TYPE OF WORK	CLIENT CONTACT	DOLLAR VALUE
2015	Manchester, NH	Manchester Water Works	Manchester Water Works	Cleaned & Cement lined 8,500 lf of 6" 8", 6" & 20" cast iron pipe	Guy Chahot 603-624-6494 x 303	\$675,240
2015	Tiverton, RI	North Tiverton Fire District	North Tiverton Fire District	Cleaned & Cement lined 2200- lf of 6" cast iron pipe - Phase II	Paul St. Laurent 401-624-8432	\$215,000
2015	Providence, RI	Providence Water Supply Board	Providence Water Supply Contract 2015-2	Clean & Cement lining 43,400 lf of 6" 8" & 12" cast iron pipe	Norman Ripstien 401-521-6300 x 7212	\$9,600,000
2015	East Providence, RI	City of East Providence	City of East Providence Contract CL-4	Clean & Cement lining 49,600 lf of 6" 8" & 12" cast iron pipe; installed 15,400 ft of 12", 8" & 6" DI	Erik Skadberg 401-435-7702	\$5,675,000
2016	Pawtucket, RI	Pawtucket Water Supply Board	City of Pawtucket	Cleaned & Cement lined 26,000 lf of 6" thru 12" cast iron pipe. CL-6	Paul Kelly 401-729-5033	\$3,654,683
2016	Providence, RI	Providence Water Supply Board	Providence Water Supply Contract 2016-11	Clean & Cement line 4,140 lf of 6" & 12" cast iron pipe	Norman Ripstien 401-521-6300 x 7212	\$998,000
2017	Hyannis, MA	Town of Barnstable Water Dept.	Town of Barnstable, DPW	Cleaned & Cement line 4,200 lf of 8" cast iron pipe	Michael Gorenstein 508-775-0063	\$744,000
2017	Providence, RI	Providence Water Supply Board	Providence Water Supply Contract 1-17	Clean & Cement line 15,500 lf of 6" 8" & 12" cast iron pipe	Norman Ripstien 401-521-6300 x 7212	\$5,133,400
2018	Providence, RI	Providence Water Supply Board	Providence Water Supply Contract 1-18	Clean & Cement line 12,350 lf of 6" 8" & 12" cast iron pipe	Norman Ripstien 401-521-6300 x 7212	\$3,189,990
2018	Providence, RI	Providence Water Supply Board	Providence Water Supply Contract 2-18	Clean & Cement line 13,900 lf of 6" 8" & 12" cast iron pipe	Norman Ripstien 401-521-6300 x 7212	\$2,159,935
2018	Providence, RI	Providence Water Supply Board	Providence Water Supply Contract 3-18	Clean & Cement line 26,330 lf of 6" 8" & 12" cast iron pipe	Norman Ripstien 401-521-6300 x 7212	\$5,402,581

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

completion, etc.)

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

Engineer & Contact Person _____

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

completion, etc.)

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

Engineer & Contact Person _____

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

of completion, etc.)

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

Engineer & Contact Person _____

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

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

A. _____

B. _____

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

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

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

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

CHRISTOPHER WALSH Vice President 93 Wamsutter Rd Attleboro, MA 02703
William Walsh Pres & Treas 63 Lincoln Ave Attleboro, MA 02703
Queen Wade Secretary 1779 West St, Mansfield, MA 02048

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

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

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

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

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

THIS BID SUBMITTED ON April 17 2019

By

Signature

Christopher J. Walsh

Printed Name

Vice President

Printed Title

By

W. Walsh Company, Inc.

(Corporation Name)

Massachusetts

(State of Incorporation)

(Corporate Seal)

Attest

Carrie M Wade

(Secretary)

Business Address:

32 Walton Street

Attleboro MA 02703

Telephone Number:

(508) 226-4300

Email Address:

chris.walsh@wwalsh.com

Fax Number:

(508) 226-8449

TAX COMPLIANCE CERTIFICATION

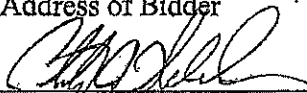
Pursuant to M.G.L. c.62C, Section 49A, the undersigned hereby certifies under penalty of perjury
W. Walsh Company, Inc. has complied with all laws of the Commonwealth of Massachusetts
relating to the payment of taxes, to the reporting of employees and contractors, and to the withholding and
remitting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

Name of Bidder

W. Walsh Company, Inc.
32 Walton Street
Attleboro MA 02703

Address of Bidder

By:



Signature

Christopher J. Walsh

Printed Name

Vice President

Printed Title

APRIL 17, 2019

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

W. Walsh Company, Inc.

32 Walton Street
Attleboro MA 02703

Address of Bidder

By: 

Signature

Christopher J. Walsh

Printed Name

Vice President

Printed Title

April 17, 2019

Date

CERTIFICATE AS TO CORPORATE BIDDER

I, Colleen M Wade, certify that I am the Corporation Clerk of the corporation named as Bidder in the Bid included herein; that Christopher J Walsh, who signed said Bid on behalf of the Bidder was then Vice President 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)

W. Walsh Company, Inc.
Name of Bidder

32 Walton Street
Address of Bidder

Attleboro, MA 02703

508-226-4300
Telephone Number

By: Colleen M Wade
Signature

Colleen M Wade
Printed Name

Corporation Clerk
Printed Title

17 April 2019
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.

W. Walsh Company, Inc.

Name of Bidder

32 Walton Street

Address of Bidder

Attleboro, MA 02703

508-226-4300

Telephone Number

By:



Signature

Christopher J Walsh

Printed Name

Vice President

Printed Title


April 17, 2019

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.

W. Walsh Company, Inc.
(Company Name)

 Vice President
(Signature title)

W. Walsh Company, Inc.
Name of Bidder

32 Walton Street, Attleboro, MA 02703
Address of Bidder

By: 
Signature

CHRISTOPHER WALSH
Printed Name

Vice President
Printed Title

4/17/2019
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.

N/A W. W. W. L. IS A MASSACHUSETTS CORP.

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.

W. Walsh Company, Inc.
Name of Bidder

32 Walton Street
Attleboro MA 02703
Address of Bidder

By: 
Signature

Christopher J. Walsh
Printed Name

Vice President
Printed Title

APRIL 17/2019
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.

W. Walsh Company, Inc.

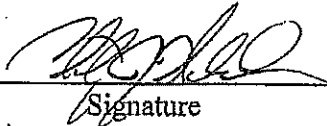
Name of Bidder

32 Walton Street

Attleboro MA 02703

Address of Bidder

By:



Signature

Christopher J. Walsh

Printed Name

Vice President

Printed Title

APRIL 17, 2019

Date

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

BID BOND

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

W. Walsh Company, Inc.

(Name of Contractor)

32 Walton Street, Attleboro, MA 02703

(Address of Contractor)

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

Western Surety Company

(Name of Surety)

53 State Street, Suite 510, Boston, MA 02109

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts

(Name of Owner)

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

(Address of Owner)

as OWNER in the total aggregate penal sum of

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

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

The Condition of the above obligation is such that, whereas the Principal has submitted to the Board of Selectmen, Town of Natick, Massachusetts a certain Bid, attached hereto and hereby made a part hereof and hereby incorporated by reference herein, to enter into a Contract in writing, for the Water Main Rehabilitation/Replacement Rt 9 & Rt 135 Project in Natick, Massachusetts.

NOW, THEREFORE,

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

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

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

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

ATTEST:

W. Walsh Company, Inc.
Principal

William M. Wade
(Principal Secretary)

(SEAL)(s)

By [Signature]
Signature

[Signature]
Printed Name Christopher Walsh

Vice President

Printed Title

32 Walton Street,
Attleboro, MA 02703
(Address)

32 Walton Street,
Attleboro, MA 02703
(Address)

ATTEST:

Clare C. Wanan
(Witness as to Surety)

141 Longwater Dr., Suite 203
Norwell, MA 02061
(Address)

Western Surety Company
(Surety)

By George G. Powers
Attorney-in-Fact Signature

George G. Powers
Printed Name

Attorney-in-Fact
Printed Title
141 Longwater Dr., Suite 203
Norwell, MA 02061
(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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

George G Powers, Martin L Donovan, Timothy P Lyons, Claire A Cavanaugh, John C Driscoll, Dennis Driscoll, Tyler Martin, George N Powers, Individually

of Norwell, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of November, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 29th day of November, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of April 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153
WATER MAIN
REHABILITATION / REPLACEMENT
RT. 9 & RT. 135

BOARD OF SELECTMEN

AMY K. MISTROT, CHAIRMAN
SUSAN G. SALAMOFF, VICE CHAIRMAN
MICHAEL J. HICKEY, JR., CLERK
RICHARD P. JENNETT, JR.
JONATHAN H. FREEDMAN

TOWN ADMINISTRATOR

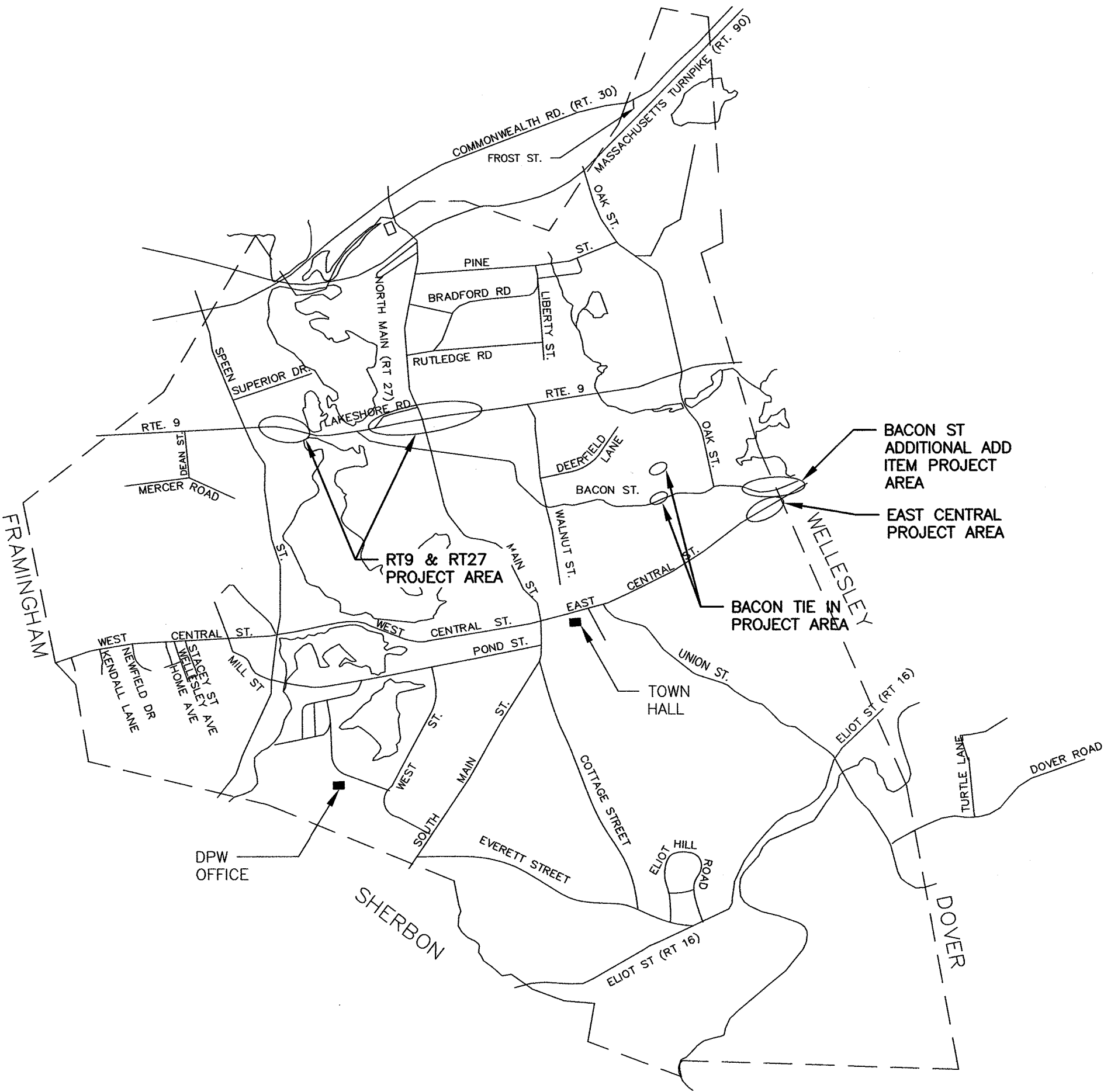
MELISSA MALONE

DIRECTOR OF PUBLIC WORKS

JEREMY MARSETTE

WATER AND SEWER SUPERINTENDENT

ANTHONY COMEAU



HALEY AND WARD, INC.
ENGINEERS
MAYNARD, MASSACHUSETTS

MARCH, 2019

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TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

WATER MAIN
REHAB. / REPLACEMENT
RT. 9 & RT. 135

VISIT OUR WEB SITE
www.haleyward.com
PLAN UNDER LISTS
• • • • •
PROJECT DESCRIPTIONS
CONTACT INFORMATION
DIRECTIONS

Haley and Ward, Inc.

63 GREAT ROAD, SUITE 200,
MAYNARD, MASSACHUSETTS 01754-2097
PHONE: (978) 648-6025 FAX: (978) 648-6068
www.haleyward.com

CHECKED

DATE

BY

REVISD

DATE

BY

SHEET NO.: 1 OF 17

CONTRACT NO.: W-153

SCALE: NONE

DATE DRAWN: MARCH, 2019

DRAWN BY: GJE

FILE NO.: NAT-451_COVER W-153.DWG

DWG. NO.

1

J:\Natick\451 Rt 9 & 27 Utility replacement\Cadd\NAT-451_002 NOTES W-153.dwg, 3/28/2019 9:58:58 AM

GENERAL NOTES:

1. THE WORK UNDER THE CONTRACT DOCUMENTS IS LOCATED WITHIN THE LAYOUTS OF THE PUBLIC WAYS IDENTIFIED ON THE DRAWINGS.
2. THE CONTRACTOR TO VIDEO TAPE ALL EXISTING CONDITIONS AT ALL PROJECT SITES PRIOR TO CONSTRUCTION INCLUDING EDGE OF ROAD, SIDEWALKS AND CURBS, LAWN AREAS, WALLS AND FENCES PER SECTION 01550.
3. ALL FITTINGS TO BE RESTRAINED JOINTS AND PROVIDED WITH THRUST BLOCKS.
4. CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE UTILITY COMPANY TO SUPPORT UTILITY POLES WHILE EXCAVATING ADJACENT TO POLES. ALL COSTS ASSOCIATED WITH POLE SUPPORT TO BE INCLUDED IN PIPE ITEM.
5. CONTRACTOR SHALL OBTAIN ROAD OPENING PERMIT, TRENCH SAFETY PERMIT AND NOTIFY DIG-SAFE AT 1-888-DIG-SAFE (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO EXCAVATION.
- 5.1. CONTRACTOR IS TO BE RESPONSIBLE FOR CONFIRMING ALL UTILITY MARK-OUTS PRIOR TO START OF EXCAVATION INCLUDING NOTIFICATION OF DIG-SAFE AND NATICK ENGINEERING DEPARTMENT.
6. ALL UTILITIES AND SERVICES ARE SHOWN TO INDICATE THEIR PRESENCE ONLY, ACTUAL LOCATIONS WILL BE MARKED OUT IN FIELD THROUGH DIG-SAFE MARK OUT AND NATICK ENGINEERING MARK OUT.
- 6.1. WATER AND SEWER UTILITIES ARE THE PROPERTY OF THE TOWN OF NATICK. LOCATION OF WATER AND SEWER SERVICES AND MAINS IDENTIFIED ON PLANS ARE APPROXIMATE, ACTUAL LOCATIONS WILL BE MARKED OUT BY THE TOWN PRIOR TO START OF CONSTRUCTION. CONTRACTOR TO MAINTAIN MARKINGS THROUGHOUT CONSTRUCTION.
- 6.2. CONTRACTOR TO ASSUME EACH HOUSE HAS A WATER AND SEWER SERVICE WHERE THERE IS A WATER MAIN OR SEWER MAIN IN FRONT OF THE HOUSE.
- 6.3. ALL DAMAGE TO EXISTING WATER AND SEWER SERVICES CAUSED BY CONTRACTOR'S OPERATIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 6.4. ANY CONTRACTOR DAMAGE TO EXISTING WATER AND SEWER SERVICES WILL REQUIRE REPLACEMENT WITH NEW MATERIALS TO A MINIMUM OF 2' OUTSIDE THE MAIN LINE TRENCH.
7. CONTRACTOR TO ASSUME EACH HOUSE HAS A GAS SERVICE WHERE THERE IS A GAS MAIN IN FRONT OF EACH HOUSE. DIG-SAFE MARK-OUT WILL CONFIRM LOCATION OF GAS SERVICES.
8. THE CONTRACTOR SHALL PROTECT EXISTING UNDERGROUND UTILITIES.
9. GAS MAINS ARE ASSUMED TO HAVE 2-3 FEET OF COVER, THE EXISTING WATER SEWER AND FORCEMAINS ARE ASSUMED TO HAVE 5 TO 6 FEET OF COVER, ELECTRIC DUCT BANKS ASSUMED TO HAVE 2-3 FEET OF COVER, UNLESS OTHERWISE NOTED, OR CROSSING UNDER UTILITIES.
10. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY WATER AND SEWER SERVICES THAT ARE IN CONFLICT WITH THE WORK.
11. ALL TRENCHES AND TEST PITS MUST BE BACKFILLED OR COVERED WITH STEEL PLATES, WITH COLD PATCH RAMPS ON ALL SIDES, DURING NON-WORKING HOURS.
12. THE CONTRACTOR MUST MAINTAIN THE FLOW OF TRAFFIC AT ALL TIMES AND IS RESPONSIBLE FOR SCHEDULING POLICE DETAILS. SEE TRAFFIC CONTROL NOTES.
13. OVERHEAD WIRES EXISTING WITHIN THE PROJECT SITE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE WIRES WHERE NECESSARY. ALL OVERHEAD WIRES ARE NOT SHOWN ON DRAWINGS TO MAINTAIN CLARITY.
14. CONTRACTOR TO MITIGATE PROPERTY OWNER'S ACCESS TO AND FROM THEIR DRIVEWAYS WHEN TRENCHING IN FRONT OF DRIVEWAY. IT IS IMPORTANT TO MINIMIZE IMPACT TO DRIVEWAYS BOTH DURING BUSINESS HOURS AND AFTER HOURS AND WEEKENDS.
15. SEE DETAIL DRAWING FOR TRENCH RESTORATION WORK.
16. ALL EXISTING WATER MAIN PIPE IS CAST IRON UNLESS OTHERWISE NOTED.
17. CONTRACTOR SHALL FURNISH AND INSTALL STEEL PLATES SIZED TO PROTECT TRENCHES FROM HEAVY VEHICLE TRAFFIC WHEN WORK IS NOT OCCURRING IN TRENCH. CONTRACTOR SHALL PIN DOWN EDGES OF PLATES TO PREVENT VEHICLE DAMAGE OR INSTALL "COLD-PATCH" AROUND EDGES OF PLATES TO PREVENT VEHICLE DAMAGE. IF PLATES BOUNCE UNDER VEHICLE TRAFFIC THEN PLATES MUST BE PINNED.
18. EAST CENTRAL ROAD STRUCTURE INCLUDES APPROXIMATELY 5"-7" THICK BITUMINOUS PAVEMENT OVER A 8" PLUS REINFORCED CONCRETE ROAD SUB-BASE. ROUTE 9 ROAD STRUCTURE INCLUDES APPROXIMATELY 8" THICK BITUMINOUS PAVEMENT OVER A PROCESS GRAVEL ROAD SUB-BASE. RT 27 ROAD STRUCTURE INCLUDES APPROXIMATELY 6" THICK BITUMINOUS PAVEMENT OVER A PROCESS GRAVEL ROAD SUB-BASE. BACON STREET ROAD STRUCTURE INCLUDES APPROXIMATELY 6" THICK BITUMINOUS PAVEMENT OVER A PROCESS GRAVEL ROAD SUB-BASE. BACON STREET ROAD STRUCTURE INCLUDES APPROXIMATELY 5-6" BITUMINOUS PAVEMENT OVER PROCESS GRAVEL.
19. CONTRACTOR TO TAKE ALL PRECAUTIONS TO AVOID DAMAGE TO EXISTING LANDSCAPING DURING CONSTRUCTION, IF LANDSCAPING IS DAMAGED DURING CONSTRUCTION THEN CONTRACTOR TO RETURN AREA TO ORIGINAL OR BETTER CONDITION.
20. ALL EXISTING STRUCTURES INCLUDING MAIL BOXES, PAPER BOXES AND FENCING, IF DAMAGED OR REMOVED DURING CONSTRUCTION, MUST BE RE-INSTALLED IF APPROVED BY OWNER/ENGINEER OR REPLACED WITH NEW MATERIALS.
21. CONTRACTOR SHALL NOTIFY ALL BUSINESS AND RESIDENTS OF PLANNED CONSTRUCTION DAILY TO ALLOW ALL VEHICLES TO BE LOCATED OFF THE CONSTRUCTION SITE, WHERE POSSIBLE. ACCESS TO BUSINESS DRIVEWAYS MUST NOT BE CLOSED DURING THEIR BUSINESS HOURS. ALL WORK REQUIRED TO BLOCK DRIVEWAY MUST BE COMPLETED AFTER CLOSING HOURS FOR THAT BUSINESS.
22. CONTRACTOR WILL NOT BE ALLOWED TO CUT AND REMOVE EXISTING UTILITIES TO ALLOW INSTALLATION OF NEW UTILITY, UNLESS EXISTING UTILITY IS IN POOR CONDITION AS APPROVED BY OWNER. SEWER SERVICES ARE ASSUMED TO BE CLAY.

TRAFFIC MANAGEMENT NOTES:

1. BACON STREET AND EAST CENTRAL, THE CONTRACTOR MUST ALLOW THE FLOW OF TRAFFIC, 2-WAY TRAFFIC IS PREFERRED OR ALTERNATING DIRECTIONS AT ALL TIMES AND IS RESPONSIBLE FOR SCHEDULING POLICE DETAILS. SEE TRAFFIC MANAGEMENT DRAWINGS FOR ADDITIONAL REQUIREMENTS.
2. RT 9I & 27, THE CONTRACTOR MUST ALLOW THE FLOW OF TRAFFIC, NO LANE REDUCTION IS PREFERRED FOR RT 27, RT 9 NO LOSS OF LANE WILL BE ALLOWED. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING POLICE DETAILS. SEE TRAFFIC MANAGEMENT DRAWINGS FOR ADDITIONAL REQUIREMENTS.
3. CONTRACTOR TO MITIGATE PROPERTY OWNER'S ACCESS TO AND FROM THEIR DRIVEWAYS WHEN TRENCHING IN FRONT OF DRIVEWAY. IT IS IMPORTANT TO MINIMIZE IMPACT TO DRIVEWAYS BOTH DURING BUSINESS HOURS AND AFTER HOURS AND WEEKENDS.
4. EAST CENTRAL STREET WATER SERVICE INSTALLATION WILL REQUIRE ONE LANE ALTERNATING TRAFFIC AT ALL TIMES.
5. SEE THE TRAFFIC MANAGEMENT DRAWINGS FOR ADDITIONAL TRAFFIC MANAGEMENT REQUIREMENTS AND NOTES.
6. COMPLETE SHUT DOWN OF ANY ROADWAY WILL NOT BE ALLOWED.
7. CONTRACTOR TO FURNISH AND SETUP ELECTRONIC MESSAGE BOARDS AS REQUIRED BY CONTRACT DOCUMENTS, AT A MINIMUM OF TWO WEEKS PRIOR TO START OF WORK IN EACH PROJECT LOCATION, AND REMAIN IN PLACE FOR SEVEN DAYS.
8. CONTRACTOR TO INSTALL CONSTRUCTION SIGNAGE IN ACCORDANCE WITH CONTRACT DOCUMENTS AND MASSDOT TRAFFIC CONTROL, INCLUDING BUT NOT LIMITED TO CONSTRUCTION AHEAD SIGNS, POLICE DETAIL AHEAD, CONSTRUCTION BARRELS, CONES ETC., ALL IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AND THE MASSDOT PERMIT INCLUDED IN THE APPENDIX SECTION OF THE CONTRACT DOCUMENTS.
9. CONTRACTOR'S OPERATIONS SHALL BE SUCH THAT EMERGENCY VEHICLES CAN HAVE ACCESS TO ALL PROPERTIES AND BUILDINGS, COMMERCIAL AND RESIDENTIAL.CONTRACTOR TO MITIGATE PROPERTY OWNER'S ACCESS TO AND FROM THEIR DRIVEWAYS WHEN TRENCHING IN FRONT OF DRIVEWAY.
10. IT IS IMPORTANT TO MINIMIZE IMPACT TO DRIVEWAYS BOTH DURING BUSINESS HOURS AND AFTER HOURS AND WEEKENDS.

ENVIRONMENTAL CONTROLS:

1. CONSERVATION COMMISSION'S AUTHORIZATION DOES NOT RELIEVE THE CONTRACTOR OR ANY OTHER PERSON OF THE NECESSITY OF COMPLYING WITH ALL OTHER APPLICABLE FEDERAL, STATE, OR LOCAL STATUTES, ORDINANCES, BYLAWS OR REGULATIONS.
2. CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ENSURE THAT SEDIMENT-LADEN WATER, IF DEWATERING IS REQUIRED, IS APPROPRIATELY SETTLED PRIOR TO DISCHARGE TOWARDS RESOURCE AREAS IN ACCORDANCE WITH ALL APPLICABLE PERMITS, BY-LAWS, STANDARDS AND GUIDELINES.
3. PESTICIDES AND HERBICIDES SHALL NOT BE USED WITHIN THE BUFFER ZONE OF ANY WETLAND RESOURCE AREA OR WITHIN THE 200-FOOT RIVERFRONT PROTECTION AREA.
4. THE PROPOSED ACTIVITY SHALL COMPLY WITH THE PLANS AS PREPARED BY HALEY AND WARD, INC. ANY PROPOSED OR EXECUTED CHANGES MADE IN THE PLANS SHALL NOT BE MADE UNTIL THE CONTRACTOR HAS INQUIRED, IN WRITING, AND ENGINEER AND OR CONSERVATION COMMISSION HAS FORMALLY MADE A DETERMINATION AS TO THE NATURE OF THE CHANGE OR CHANGES.
5. PRIOR TO ANY WORK STARTING ON THE PROJECT SITE, THE CONTRACTOR SHALL INFORM THE OWNER AND ENGINEER, IN WRITING, OF THE NAMES, ADDRESSES, BUSINESS AND HOME PHONE NUMBERS OF BOTH THE PROJECT SUPERVISOR WHO WILL BE RESPONSIBLE FOR ENSURING ON-SITE COMPLIANCE WITH THE ENVIRONMENTAL CONTROLS. THE CONTRACTOR SHALL ALSO NOTIFY THE OWNER AND ENGINEER IN WRITING OF ANY CHANGES IN THIS INFORMATION.
6. ACCEPTED ENGINEERING AND CONSTRUCTION STANDARDS AND PROCEDURES SHALL BE FOLLOWED IN THE COMPLETION OF THIS PROJECT.
7. MEMBERS OF THE COMMISSION OR THEIR AGENTS SHALL HAVE THE RIGHT TO ENTER UPON AND INSPECT THE PREMISES TO EVALUATE THE ENVIRONMENTAL CONTROL.
8. A COPY OF THE CONSTRUCTION PLANS, SHALL BE ON SITE UPON COMMENCEMENT OF ANY SITE WORK AND MADE AVAILABLE TO ANY PERSON DOING WORK ON THE SITE.
9. THE CONTRACTOR SHALL ACT WITHIN 12 HOURS TO CONTROL ANY EROSION PROBLEMS THAT OCCUR ON THE SITE. ANY EROSION PREVENTION AND SEDIMENTATION PROTECTION MEASURES FOUND NECESSARY BY THE COMMISSION DURING CONSTRUCTION SHALL BE IMPLEMENTED AT THE DIRECTION OF THE COMMISSION OR ITS AGENT.
10. PRIOR TO THE COMMENCEMENT OF THE WORK ON THE PROJECT SITE, THE FILTER SOCK LINE SHALL BE INSTALLED AND INSPECTED BY THE CONSERVATION COMMISSION AS SHOWN ON THE PROJECT PLANS.
11. PRIOR TO ANY EXCAVATION ON THE PROJECT SITE, ANY CATCH BASIN POTENTIALLY RECEIVING RUNOFF FROM THE PROJECT SITE SHALL BE PROTECTED WITH A SILT BASKET TO ENSURE THAT RUNOFF FROM THE SITE DOES NOT CONVEY SEDIMENT INTO THE DRAINAGE SYSTEM. THE CONTRACTOR SHALL TAKE ADDITIONAL STEPS REQUIRED TO PREVENT THE MOVEMENT OF SEDIMENT FROM THE SITE.
12. THE EROSION CONTROLS SPECIFIED ON THE PROJECT PLANS SHALL NOT BE REMOVED UNTIL SUCH TIME AS THE ENTIRE SITE IS PERMANENTLY STABILIZED AND THE OWNER OR CONSERVATION COMMISSION HAS APPROVED THE REMOVAL. THIS SHALL MEAN THAT ALL DISTURBED AREAS HAVE BEEN COVERED BY BUILDING, PAVEMENT AND/OR COMPLETELY VEGETATED. IF THE APPLICANT INTENDS TO REMOVE THE EROSION CONTROLS PRIOR TO THE EVENTS AS STATED ABOVE, THE CONTRACTOR SHALL MAKE A WRITTEN REQUEST TO THE ENGINEER.
13. AS SOON AS POSSIBLE DURING CONSTRUCTION, ALL DISTURBED UPLAND AREAS WITHIN 100- FEET OF ANY RESOURCE AREA SHALL BE BROUGHT TO FINAL FINISHED GRADE AND STABILIZED PERMANENTLY AGAINST EROSION. THIS SHALL BE DONE EITHER BY SOD, OR BY LOAMING, SEEDING, AND MULCHING. STABILIZATION WILL BE CONSIDERED COMPLETE ONCE THE SURFACE SHOWS COMPLETE VEGETATIVE COVER. BARE GROUND THAT CANNOT BE PERMANENTLY STABILIZED WITHIN THIRTY (30) DAYS SHALL BE STABILIZED BY TEMPORARY MEASURES AS MAY BE REQUIRED BY THE NATICK CONSERVATION COMMISSION.
14. EXCEPT AS HEREIN NOTED, THERE SHALL BE NO STOCKPILING OF SOIL OR BRUSH OR ANY OTHER MATERIALS WITHIN THE BUFFER ZONE OF ANY RESOURCE AREA UNLESS IT IS ISOLATED WITHIN THE PAVED ROADWAY AND WILL BE IMMEDIATELY BACKFILLED ONCE THE PIPE IS INSTALLED.
15. DURING AND AFTER WORK ON THIS PROJECT, THERE SHALL BE NO DISCHARGE OR SPILLAGE OF FUEL, OIL, OR OTHER POLLUTANTS INTO ANY RESOURCE AREA OR BUFFER ZONE. THE APPLICANT SHALL TAKE ALL REASONABLE PRECAUTIONS TO PREVENT THE RELEASE OF POLLUTANTS BY IGNORANCE, ACCIDENT OR VANDALISM.
16. NO STORAGE OF PETROLEUM PRODUCTS (MOTOR OIL, GASOLINE, OR DIESEL FUEL) SHALL BE ALLOWED WITHIN 100- FEET OF ANY WETLAND RESOURCE AREA ON THE SITE AT ANY TIME. NO MOTORIZED VEHICLES SHALL BE STORED WITHIN 100- FEET OF ANY RESOURCE AREA. AT THE CONCLUSION OF THE WORK DAY, ALL MOTORIZED VEHICLES AND MOTORIZED EQUIPMENT SHALL BE REMOVED FROM ALL BUFFER ZONE AREAS.

WATER MAIN NOTES:

1. VALVE REPLACEMENT MAY BE REQUIRED TO ACHIEVE POSITIVE SHUTDOWN OF SIDE STREET CONNECTIONS. ALL COSTS ASSOCIATED WITH THESE MISCELLANEOUS PITS SHALL BE MEASURED AND PAID FOR UNDER THE MISCELLANEOUS PIT ITEM. VALVE, PIPE, FITTINGS, SOIL AND PAVEMENT TO BE PAID UNDER THE APPROPRIATE ITEMS.
2. ALL VALVES SHALL BE EPOXY COATED WITH STAINLESS STEEL HARDWARE.
3. WATER SERVICE GATE TIE CARDS WILL BE AVAILABLE TO THE CONTRACTOR UPON AWARD OF THE CONTRACT.
4. ALL FITTINGS AND VALVES ARE TO BE FULLY RESTRAINED, THRUST BLOCKED AND SUPPORTED. FITTING AND VALVE RESTRAINT SHALL BE "MEGA-LUG" FOR D.I. PIPE OR "GRIP RING" FOR C.I. PIPE IN ALL INSTALLED LOCATIONS. WHERE NECESSARY CONTRACTOR SHALL USE FOSTER ADAPTERS TO ANCHOR ADDITIONAL VALVES TO TEES.
5. SOLID SLEEVES SHALL BE PROVIDED WHERE FEASIBLE (AT PROPOSED DUCTILE IRON PIPE AND WHERE CAST IRON PIPE O.D. PERMITS); THEY REQUIRE FULL RESTRAINT. FOR WORK AT OVERSIZED CAST IRON PIPE WHERE SOLID SLEEVES ARE NOT AN OPTION, IN THE OPINION OF THE ENGINEER THAT GRINDING THICK SPOTS IS NOT FEASIBLE TO FIT SLEEVE ALTERNATIVE COUPLINGS MAY BE PROVIDED AS OUTLINED IN SECTION 02610, BUT ALSO REQUIRE FULL RESTRAINT.
6. REPLACEMENT HYDRANTS SHALL NOT BLOCK DRIVEWAYS AND SHALL HAVE NO BENDS.
7. WATER SERVICE NOTES:

7.1. NEW EAST CENTRAL WATER SERVICES REQUIRE A 2" DIAMETER PVC SLEEVE ACROSS THE ROADWAY.

7.2. SERVICE LINES SHALL BE FLUSHED PRIOR TO RETURNING TO PERMANENT SERVICE.
8. CONTRACTOR SHALL NOTIFY WATER DEPARTMENT SUPERINTENDENT 48 HOURS IN ADVANCE OF WHEN ANY SHUTDOWN IS REQUIRED. WATER DEPARTMENT PERSONNEL WILL OPERATE GATE VALVES TO ACHIEVE SHUTDOWN. CONTRACTOR TO SCHEDULE FOR AND ALLOW 48 HOURS BEFORE SHUT DOWN IS ACHIEVED.
9. TEST PITS FOR UTILITY INVESTIGATION SHALL BE AS DIRECTED BY OWNER OR ENGINEER.

LEGEND:

	EDGE OF PAVEMENT
	RIGHT OF WAY AND APPROXIMATE LOCATION OF PROPERTY LINES
	EXISTING 12" REINFORCED CONCRETE PIPE STORM DRAIN
	EXISTING GAS LINE
	EXISTING SEWER (type labeled)
	EXISTING CAST IRON WATER
	EXISTING SEWER SERVICE (depth at end labeled)
	EXISTING WATER SERVICE
	EXISTING CONTOUR ELEVATION
	EXISTING POST/RAIL FENCE
	PROPOSED WATER
	PROPOSED SEWER

	BORDERING VEGETATED WETLAND (BVW)
	SILT SOCK
	BVW 100' BUFFER ZONE
	MEAN ANNUAL HIGH WATER LINE
	RIVER FRONT AREA BOUNDARY
	EXISTING RIP-RAP
	EXISTING FIRE HYDRANT
	EXISTING WATER GATE
	NEW FIRE HYDRANT
	NEW WATER GATE
	NEW SOLID SLEEVE
	SIGN
	BORING

	UTILITY POLE
	UTILITY POLE W/GUY
	GAS GATE
	EXISTING SEWER MANHOLE
	CB WITH GRANITE THROAT STONE

ABBREVIATIONS

AC = ASBESTOS CEMENT	MJ = MECHANICAL JOINT
BIT = BITUMINOUS	OD = OUTSIDE DIAMETER
CI = CAST IRON	OHW = OVERHEAD WIRES
CL = CEMENT LINED	PE = POLYETHYLENE
CMP = CORRUGATED METAL PIPE	PL = PLASTIC
DI = DUCTILE IRON	PVC = POLYVINYL CHLORIDE
DMH = DRAIN MANHOLES	RCP = REINFORCED CONCRETE PIPE
EOP = EDGE OF PAVEMENT	RG = RETAINER GLAND
EP = EDGE OF PAVEMENT	SMH = SEWER MANHOLE
GALV. = GALVANIZED IRON	ST = STEEL
GRNT = GRANITE CURB	SW = SIDEWALK
GS = GAS SERVICE	T = COMMUNICATIONS DUCT BANK
HDPE = HIGH DENSITY POLYETHYLENE	VC = VITRIFIED CLAY
ID = INSIDE DIAMETER	WS = WATER SERVICE
IP = INTERMEDIATE PRESSURE	6"SS = 6" SEWER SERVICE
	UP = UTILITY POLE

WATER MAIN CLEANING AND LINING NOTES:

1. CLEAN AND LINE 12", 10" AND 8" UNLINED CI WATER MAIN IN RT9 (WORCESTER ROAD), RT 27 (NORTH MAIN) & RT 135 (EAST CENTRAL). CONTRACT ALSO INCLUDES TIE IN CONNECTIONS AT BACON STREET. CONTRACT ALSO INCLUDES CLEAN AND LINE BACON STREET AND EAST CENTRAL (WELLESLEY) 10" UNLINED CAST IRON, WHICH IS INCLUDED AS ADDITIONAL BID ITEMS. OWNER WILL DETERMINE IF FUNDING IS AVAILABLE FOR INCLUSION OF WETS STREET WORK IN THE CONTRACT AWARD.
2. CONTRACTOR TO MINIMIZE NUMBER OF PITS BY COORDINATED LINING PITS WITH GATE VALVE REMOVALS/REPLACEMENTS AND HYDRANT REPLACEMENTS BY CONTRACTOR, AND SHALL BE PLACED AT THE CONTRACTORS DISCRETION. MISCELLANEOUS PITS WILL BE PAID FOR UNDER THEIR RESPECTIVE ITEM AS DESCRIBED IN 01025, MEASUREMENT AND PAYMENT. LINING PITS COSTS WILL BE INCLUDED IN THE COST OF CLEANING AND LINING THE WATER MAIN.
3. ADDITIONAL MISCELLANEOUS PITS MAY BE REQUIRED TO ACHIEVE SHUTDOWN, WHICH ARE NOT SHOWN ON THE DRAWINGS. ALL COSTS ASSOCIATED WITH THESE PITS SHALL BE MEASURED AND PAID FOR UNDER THE MISCELLANEOUS PIT BID ITEM.
4. ALL VALVES, FITTINGS AND ASSOCIATED APPURTENANCES SHALL BE EPOXY COATED. STAINLESS STEEL HARDWARE INCLUDING NUTS AND BOLTS SHALL BE USED FOR INSTALLATION OF ALL MATERIAL.
5. WATER RECORD DRAWINGS AND WATER SERVICE GATE TIE CARDS WILL BE AVAILABLE TO THE CONTRACTOR FOLLOWING CONTRACT SIGNING.
6. ALL FITTINGS AND VALVES ARE TO BE FULLY RESTRAINED, THRUST BLOCKED AND SUPPORTED. FITTING AND VALVE RESTRAINT SHALL BE "MEGA-LUG" FOR D.I. PIPE OR "GRIP RING" FOR C.I. PIPE IN ALL INSTALLED LOCATIONS. WHERE NECESSARY CONTRACTOR SHALL USE FOSTER ADAPTERS TO ANCHOR ADDITIONAL VALVES TO TEES.
7. SOLID SLEEVES SHALL BE PROVIDED (AT PROPOSED DUCTILE IRON PIPE TO CAST IRON PIPE CONNECTIONS); THEY REQUIRE FULL RESTRAINT. CONTRACTOR TO GRIND THICK SPOTS ON CAST IRON PIE TO FACILITATE MECHANICAL JOINT INSTALLATION. FOR WORK AT OVERSIZED CAST IRON PIPE WHERE SOLID SLEEVES ARE NOT AN OPTION, IN THE OPINION OF ENGINEER WHERE EXCESSIVE GRINDING IS REQUIRED, ALTERNATIVE COUPLINGS MAY BE PROVIDED AS OUTLINED IN SECTION 02610, BUT ALSO REQUIRE FULL RESTRAINT.
8. TEMPORARY WATER SERVICE NOTES:

8.1. TEMPORARY BYPASS PIPING SHALL BE PROVIDED ON SIDE OF STREET THAT SERVICES ARE CONNECTED TO WATER MAIN.

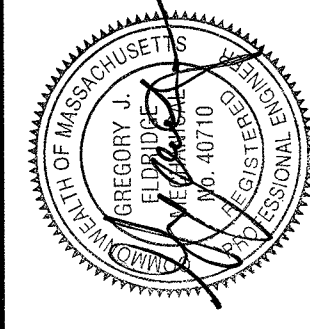
8.2. SEE NOTES ON EACH DRAWING FOR REQUIREMENT FOR SIZE AND LOCATION OF TEMPORARY WATER MAINS. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

8.3. TEMPORARY WATER MAIN TO INCLUDE FIRE HOSE CONNECTIONS AT EXISTING HYDRANT LOCATIONS.

8.4. CONTRACTOR TO TRENCH TEMPORARY WATER MAINS ACROSS ALL SIDE STREETS AND PROVIDE RAMPS AT ALL DRIVEWAY CROSSINGS TO PREVENT VEHICLE DAMAGE.

8.5. TEMPORARY SERVICE SHALL BE PROVIDED THROUGH CONNECTION INSIDE AT THE SERVICE METER. WATER DEPARTMENT WILL ASSIST IN REMOVING METER.

8.6. WATER SERVICE LINES SHALL BE FLUSHED PRIOR TO RETURNING TO PERMANENT SERVICE.
9. CONTRACTOR SHALL NOTIFY WATER DEPARTMENT SUPERINTENDENT 48 HOURS IN ADVANCE OF WHEN ANY SHUTDOWN IS REQUIRED. WATER DEPARTMENT PERSONNEL WILL OPERATE GATE VALVES TO ACHIEVE SHUTDOWN. CONTRACTOR TO SCHEDULE FOR AND ALLOW 48 HOURS BEFORE WATER MAIN TURN ON IS REQUIRED.
10. TEST PITS FOR UTILITY INVESTIGATION SHALL BE AS DIRECTED BY OWNER OR ENGINEER.
11. IMMEDIATELY AFTER MAIN IS LINED CONTRACTOR SHALL BLOW OUT EACH WATER SERVICE TO REMOVE CEMENT PLUG AT EACH CORPORATION.
12. IF CEMENT LINING FAILS CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, SEE SPECIFICATION SECTION 02766 FOR DETAILS.
13. AFTER THE CLEANING AND LINING WORK IS COMPLETE, THE PITS BACKFILLED, AND THE LINE PRESSURIZED, A THIRD PARTY WILL PERFORM A LEAK DETECTION SURVEY, PER SPECIFICATION SECTION 02766.



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NOTES AND
LEGEND

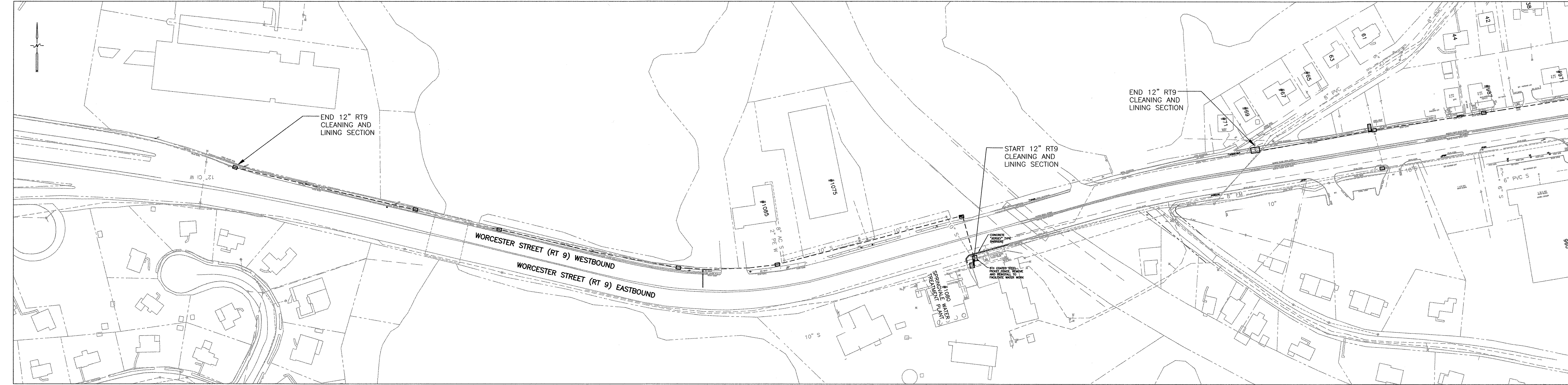
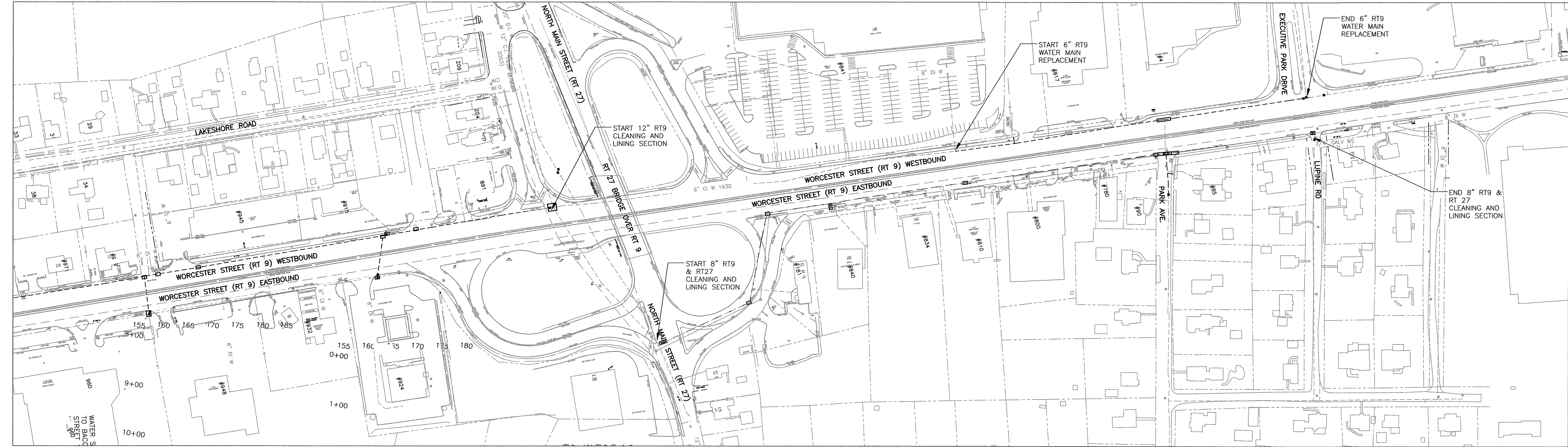
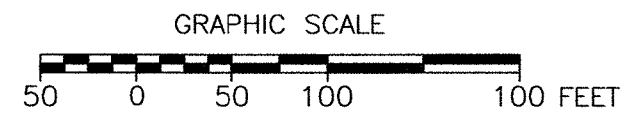
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BOARD OF SELECTMEN

WATER MAIN
REHAB. / REPLACEMENT
RT. 9 & RT. 135

DWG. NO.

2

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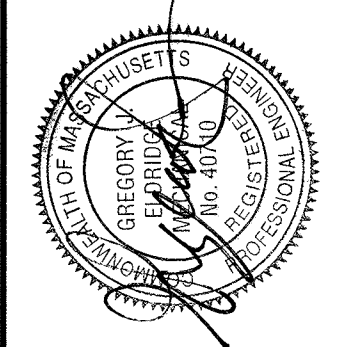
ROUTE 9 12", 8" & 6" WATER MAIN WORK
AND 8" & 10" SEWER MAIN LINING WORK
PLAN VIEW

SCALE: 1" = 100'

SHEET NO.:	3 OF 17
CONTRACT NO.:	W-153
SCALE:	AS NOTED
DATE DRAWN:	FEB. 2019
DRAWN BY:	GJE
FILE NO.:	NAT_451_BASE.DWG

DWG. NO.

3

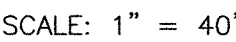


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RT 9 & RT 27
LOCUS PLAN

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

**WATER MAIN
REHAB. / REPLACEMENT
RT. 9 & RT. 135**



1. WORK REQUIRES A MASSDOT PERMIT. OWNER HAS OBTAINED THE PERMIT, SEE APPENDIX FOR COPY OF PERMIT AND THE ADDITIONAL REQUIREMENTS FOR MATERIALS AND SCHEDULE.

- GRAPHIC SCALE
-
- 20 0 20 40 80 FEET
- 1" = 40'

- 2.5. 8-INCH DIAMETER WATER MAIN, CLEANING AND LINING, IN EASTBOUND LANE OF RT9 REQUIRES A 4-INCH DIAMETER TEMPORARY WATER MAIN.
- 2.5.1. CONTRACTOR TO INSTALL NEW 8" GATE VALVE ONTO 12" WATER MAIN ON RT 27 BEFORE STARTING CLEANING AND LINING TO KEEP 12" ACTIVE.
- 2.6. 12" WATER MAIN DRAWING NO. 5 REQUIRES 6-INCH DIAMETER TEMPORARY WATER MAIN FOR THE TWO OFFICE BUILDINGS 1075 & 1085 WORCESTER ROAD .
3. ALL MISCELLANEOUS AND LINING PITS IN THE PAVED ROADWAY SHALL BE BACKFILLED WITH FLOWABLE FILL FOLLOWING PIPING INSTALLATION, WITH THE EXCEPTION OF BOX PIT, CLEANING AND LINING PROJECT.
 - 3.1. SEE CONTRACT DOCUMENTS FOR REQUIRED PAVEMENT RESTORATION.
 - 3.2. ALL OTHER PITS TO BE BACKFILLED WITH APPROVED MATERIAL.
4. 12" DI PIPE THROUGH BRIDGE IN DRAWING NO. 5 DOES NOT REQUIRE CLEANING AND LINING. OWNER MAY REQUIRE 12" DI TO BE CLEANED IF FOUND TO HAVE EXCESSIVE BUILDUP.
5. STEEL GUARD RAIL MAY REQUIRE REMOVAL FOR PIT EXCAVATION. IF REQUIRED THEN INSTALLATION WILL REQUIRE NEW POSTS AND REATTACHMENT OF STEEL GUARD RAIL WITH NEW HARDWARE, ALL IN ACCORDANCE WITH MASSDOT CONSTRUCTION DETAILS.
6. WORK WILL REQUIRE INSTALLATION OF FILTER SOCKS WHERE SHOWN ON DRAWING NO. 5. ALL FILTER SOCK INSTALLATION REQUIRES APPROVAL BY NATICK CONSERVATION COMMISSION PRIOR TO PIT EXCAVATION.
7. 6" WATER MAIN REPLACEMENT TO BEGIN AFTER 8" CLEANING AND LINING WORK IS COMPLETED. 8" CLEANING AND LINING WORK WILL REMOVE 8" X 6" TEE AND PIPE CROSSING RT 9.

8. REPLACE ALL WATER SERVICES, ON EAST CENTRAL AND FOR NO. 817 WORCESTER ST. MAIN TO STOP INCLUDING REPLACING CORPORATION AND CURB STOP WITH NEW.
9. 6" GATE VALVE ON PARK ST 8+0.25 WILL NOT CLOSE FULLY, CONTRACTOR TO INSTALL NEW 8" GATE VALVE AT STA 0+75 PRIOR TO 8" CLEANING AND LINING WORK.
10. LAKEVIEW RD. IS A DEAD END RD., NO ACCESS TO RT. 9.
11. LAKEVIEW RD. 6" GATE VALVE IS ASSUMED TO BE NOT FUNCTIONING, CONTRACTOR TO INSTALL NEW 6" GATE VALVE. PRIOR TO TAKING 12" WATER MAIN OUT OF SERVICE.
- 11.1. LAKEVIEW WATER MAIN IS LOOPED, DOES NOT REQUIRE TEMPORARY BY-PASS UNLESS VALVE INSTALLATION TAKES MORE THAN THREE HOURS.

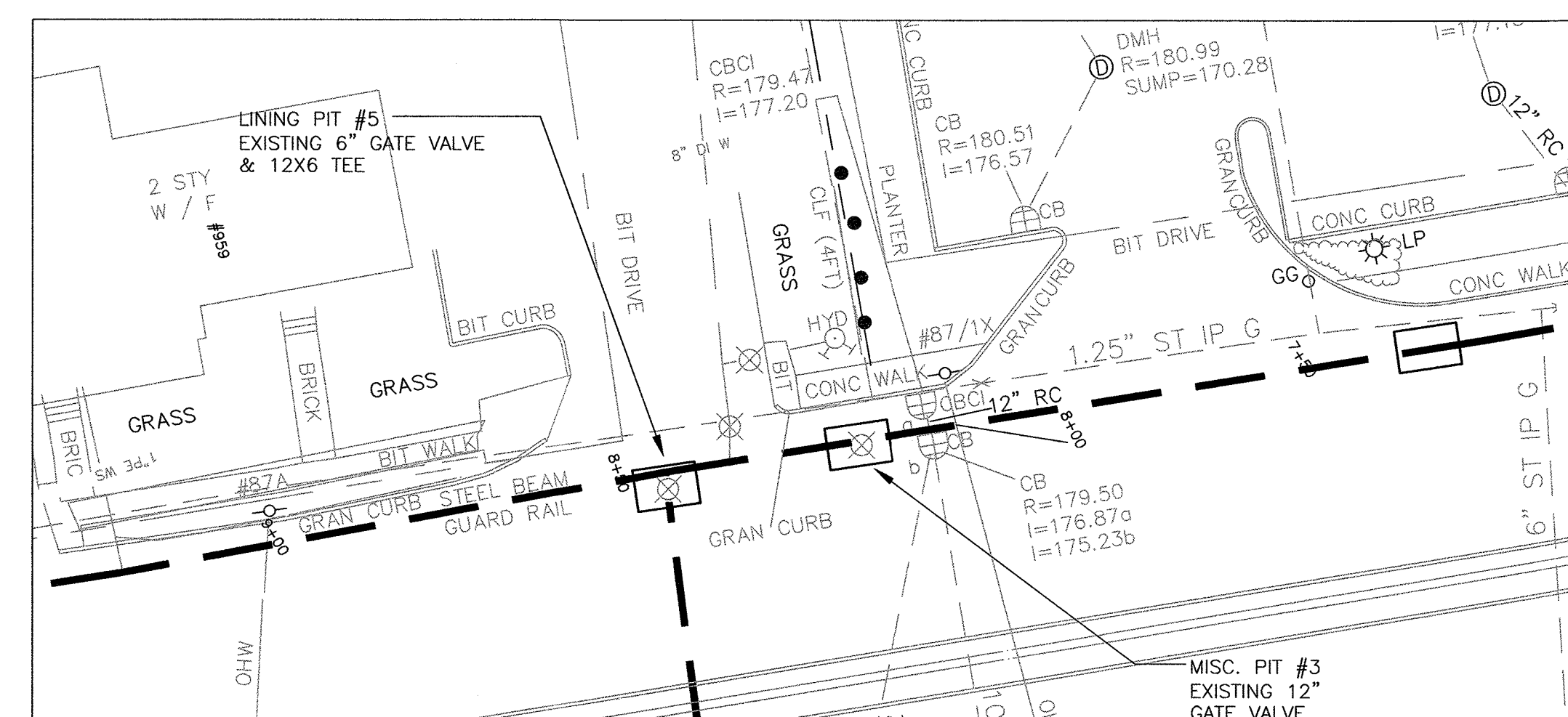
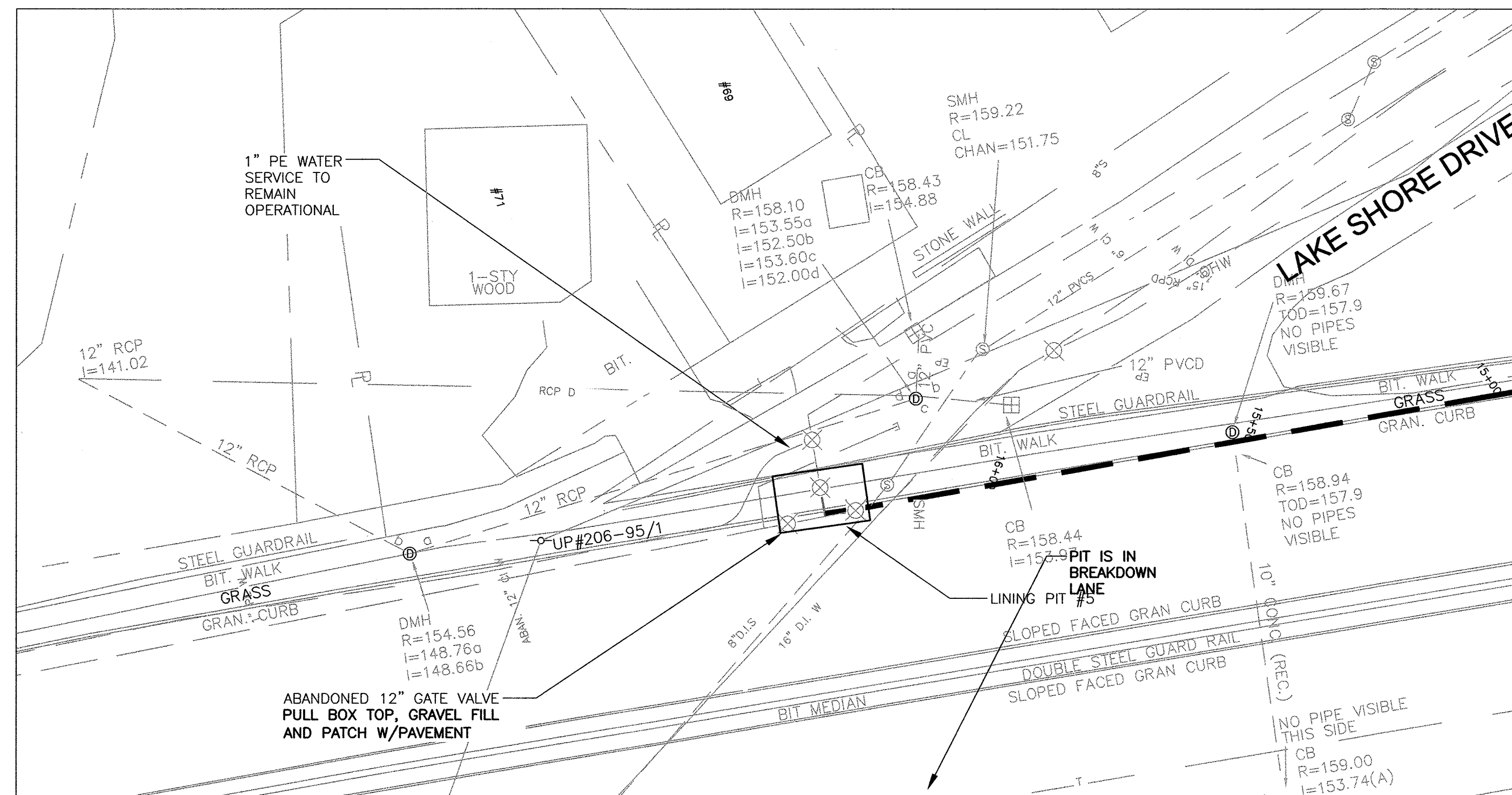
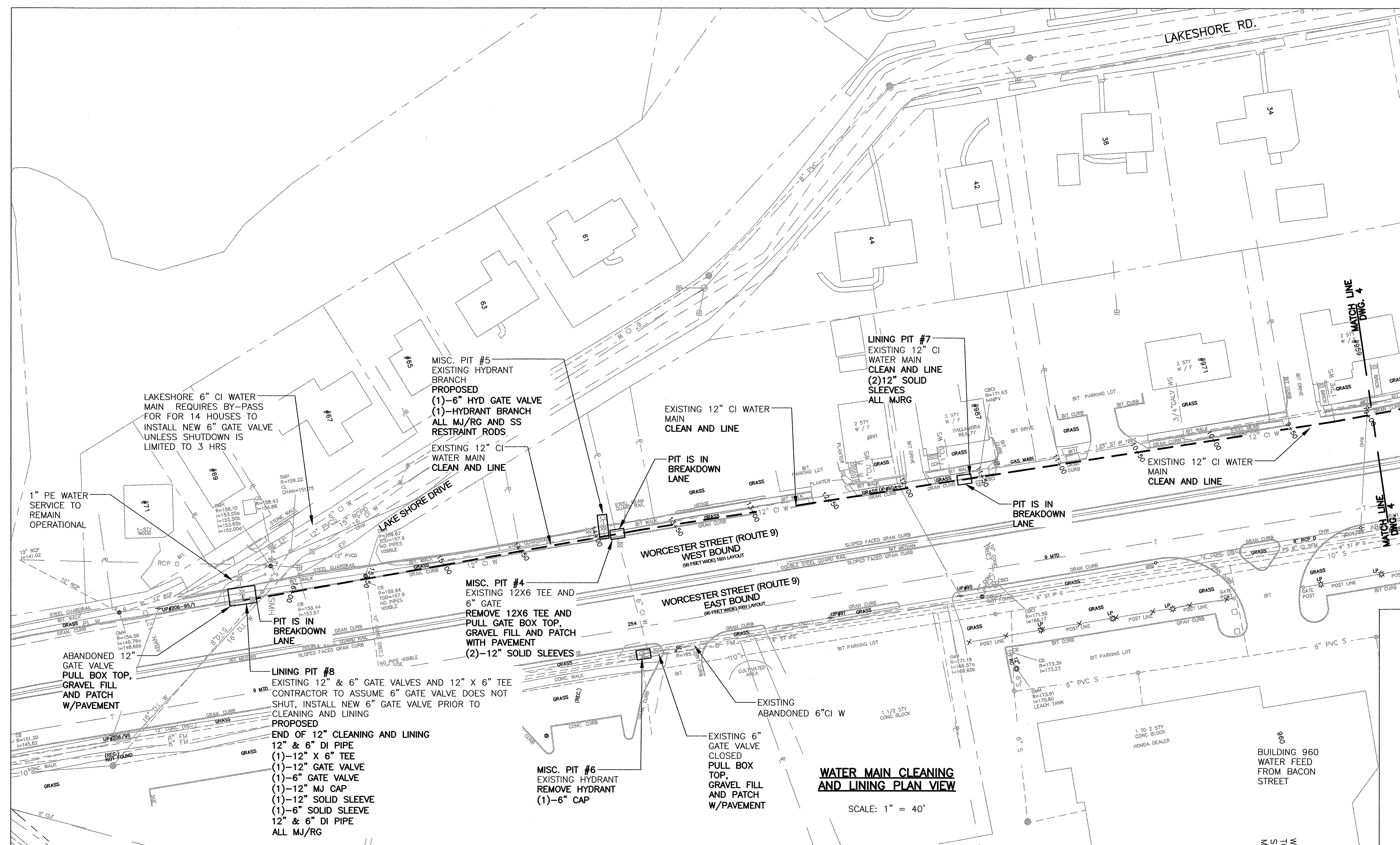
1. ROUTE 9 EXISTING ROAD STRUCTURE INCLUDES 8" THICK RE-ENFORCED (REBAR BOTH WAYS) CONCRETE SUB-BASE AND 7" DEPTH OF BITUMINOUS CONCRETE PAVEMENT.
2. ROUTE 27 AND EXIT RAMPS ARE APPROXIMATELY 8" DEPTH OF BITUMINOUS CONCRETE PAVEMENT.

- SCALE: 1" = 20'

1. SEE DWG. NO. 4 FOR RT. 9 AND RT. 27 GENERAL NOTES.

EXISTING ROAD STRUCTURE NOTE:

1. ROUTE 9 EXISTING ROAD STRUCTURE INCLUDES 8" THICK RE-ENFORCED (REBAR BOTH WAYS) CONCRETE SUB-BASE AND 7" DEPTH OF BITUMINOUS CONCRETE PAVEMENT.
2. ROUTE 27 AND EXIT RAMPS ARE APPROXIMATELY 8" DEPTH OF BITUMINOUS CONCRETE PAVEMENT.



WATER MAIN CLEANING
AND LINING PLAN VIEW

SCALE: 1" = 20'

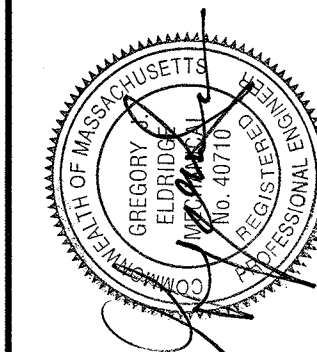
TOWN OF NATICK, MASSACHUSETTS
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**WATER MAIN
REHAB. / REPLACEMENT
RT. 9 & RT. 135**

**12" WATER MAIN
CLEANING AND LINING
STA 9+00 TO 16+32**

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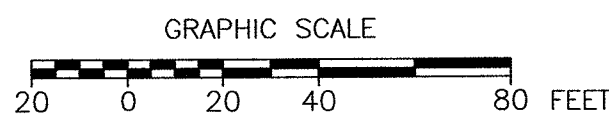


SHEET NO.:	5 OF 17	CHECKED	DATE	BY
CONTRACT NO.:	W-153	REVISED	DATE	BY
SCALE:	AS NOTED			
DATE DRAWN:	JANUARY, 2019			
DRAWN BY:	LJC			
FILE NO.:				
NAT. 451 BASE DMC				

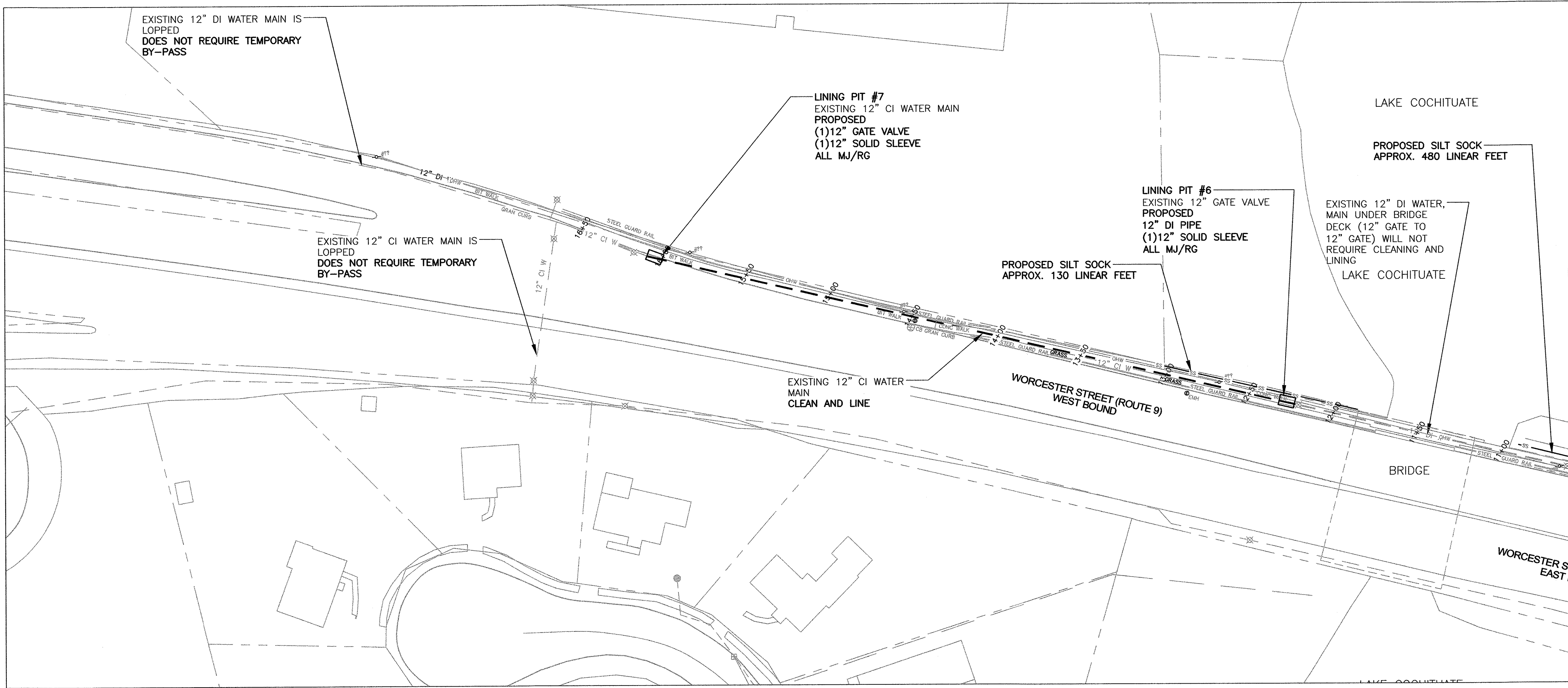
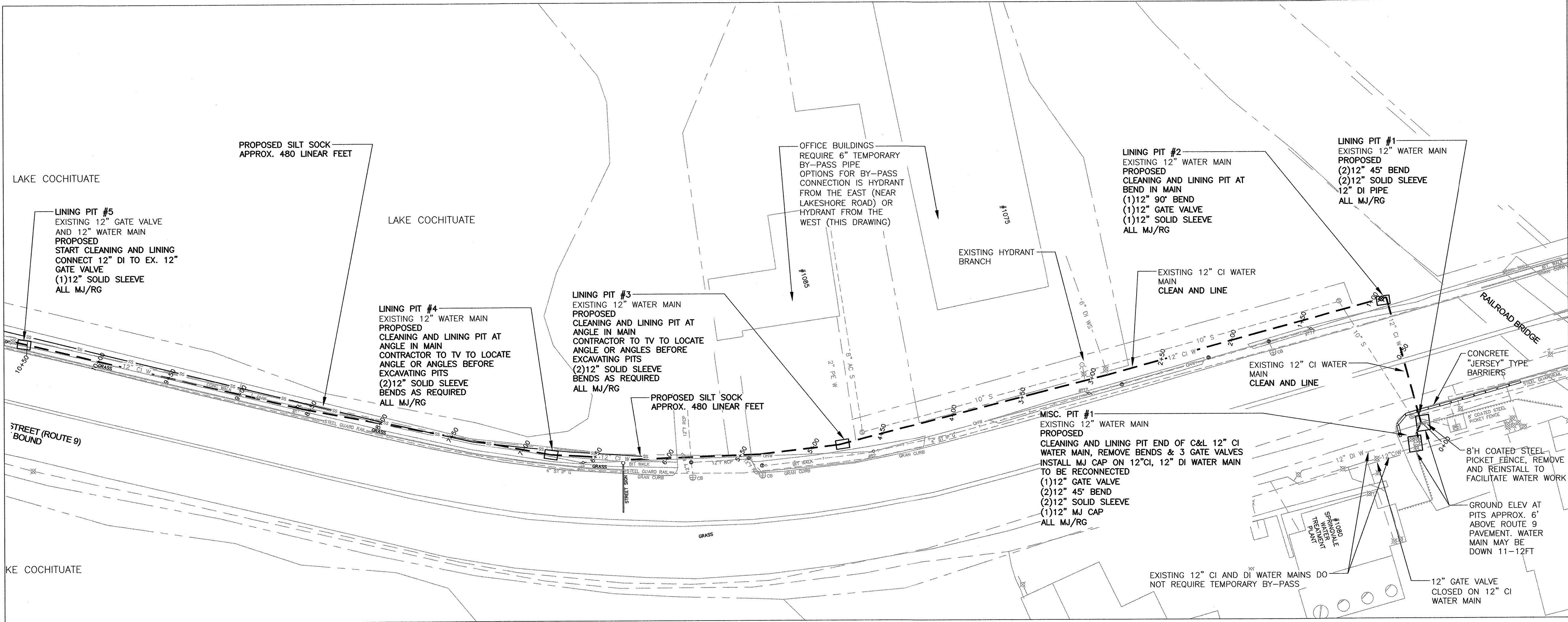
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5

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- GENERAL NOTES:**
- SEE DRAWING 4 FOR GENERAL NOTES



**12" CI WATER MAIN
CLEANING AND LINING
PLAN VIEW**

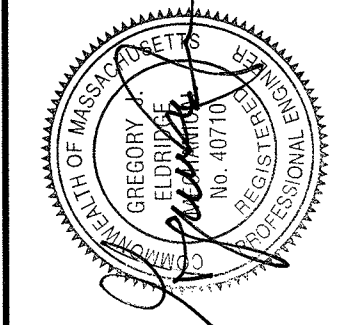
SCALE: 1" = 40'

TOWN OF NATICK, MASSACHUSETTS
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**WATER MAIN
REHAB. / REPLACEMENT
RT. 9 & RT. 135**

**12" WATER MAIN
CLEANING AND LINING
STA 0+00 TO 16+00**

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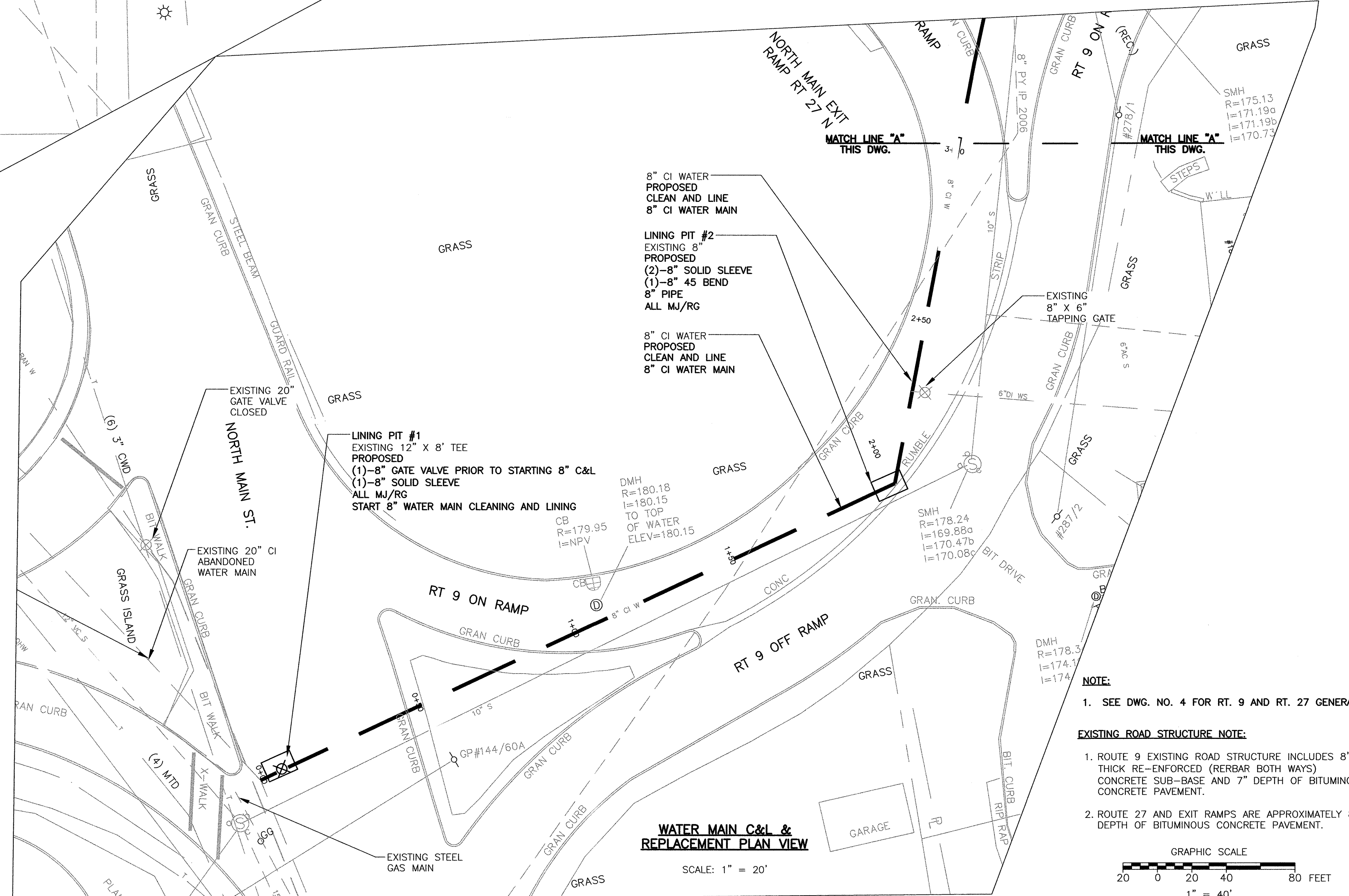
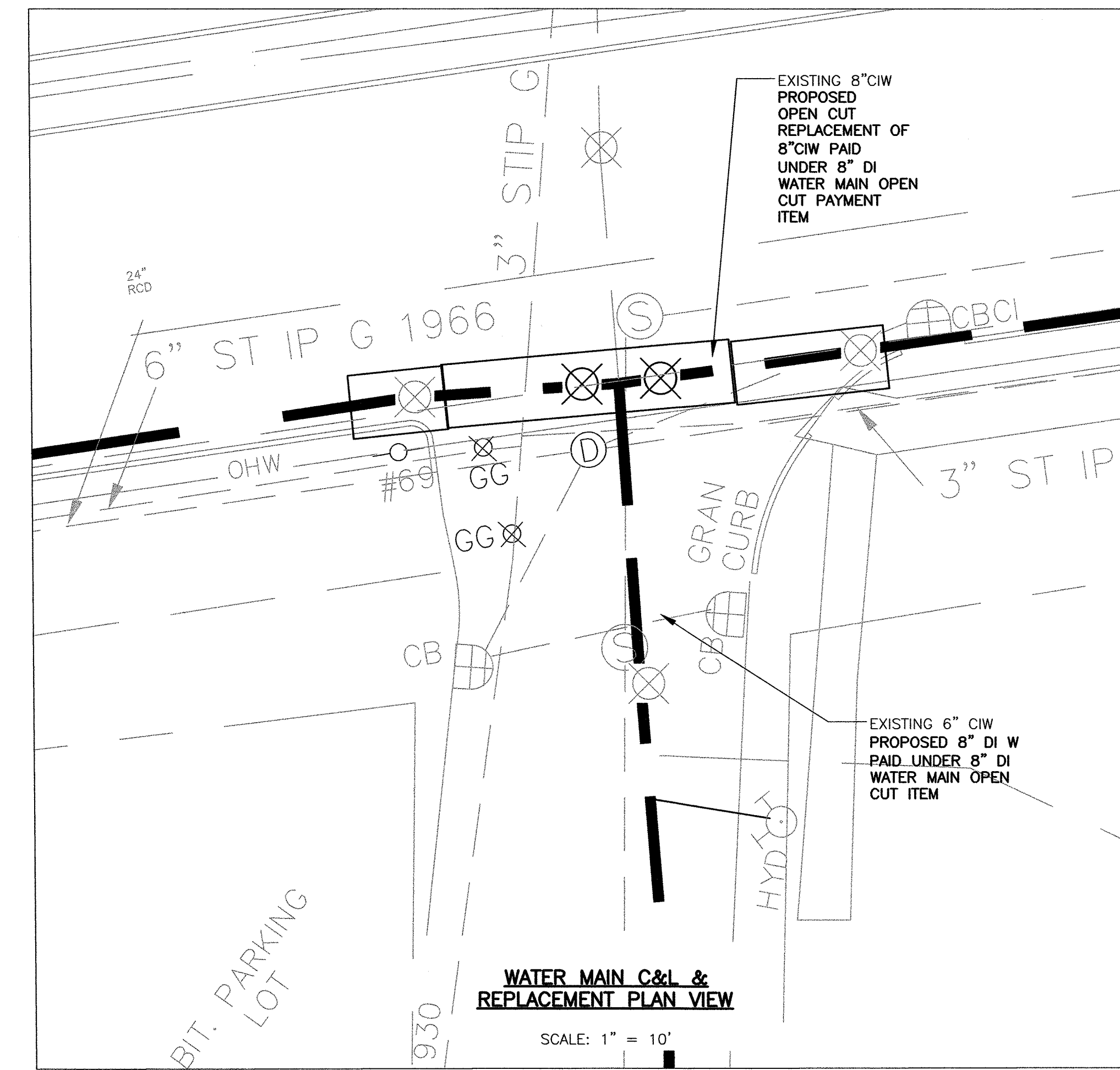
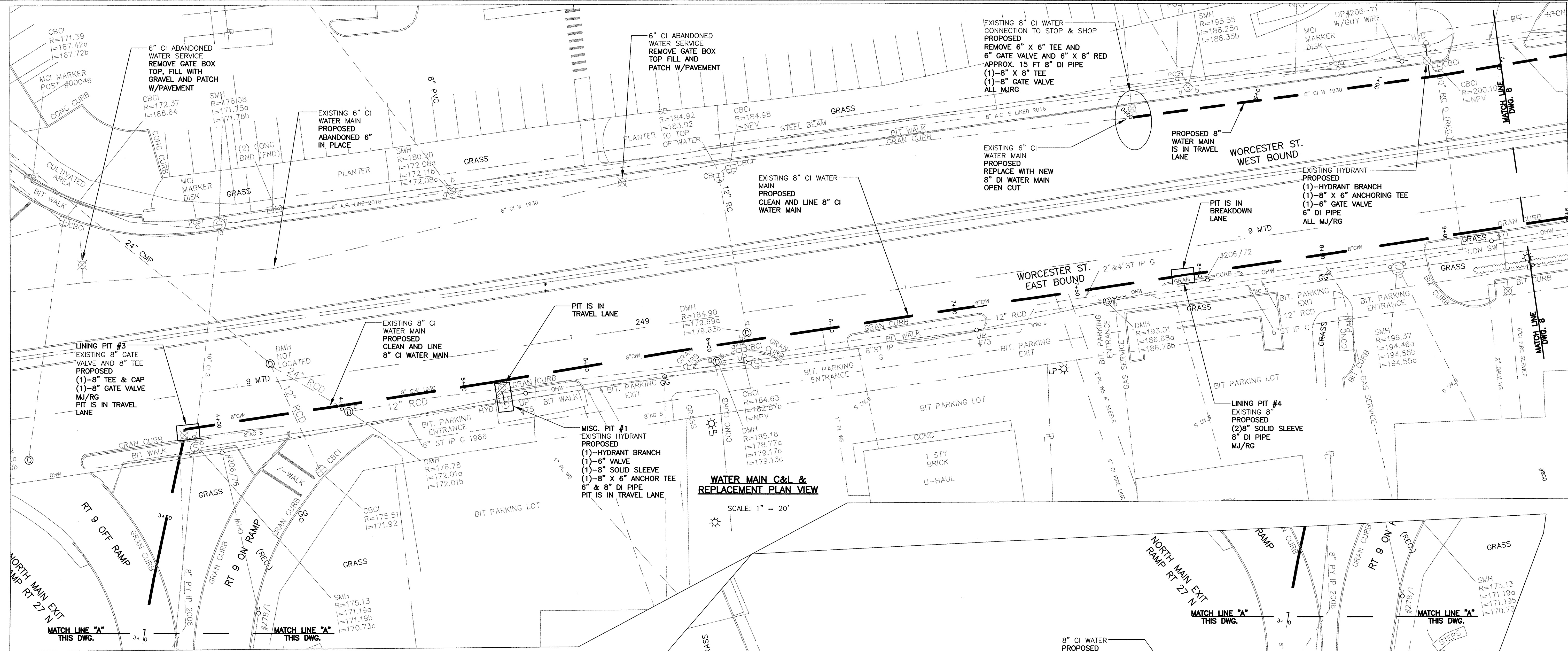


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SHEET NO.:	6 OF 17				
CONTRACT NO.:	W-153				
SCALE:	AS NOTED				
DATE DRAWN:	JANUARY, 2019				
DRAWN BY:	LJC				
FILE NO.:	NAT_451_BASE.DWG				

DWG. NO.

6

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TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

**WATER MAIN
REHAB. / REPLACEMENT
RT. 9 & RT. 135**

**WATER MAIN
REPLACEMENT STA
WESTBOUND STA
0+00 TO 9+32
C&L EASTBOUND
0+00 TO 1+50**

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SHEET NO.	7 OF 17
CONTRACT NO.	W-153
SCALE:	AS NOTED
DATE DRAWN:	JANUARY, 2019
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FILE NO.:	NAT_451_BASE.DWG

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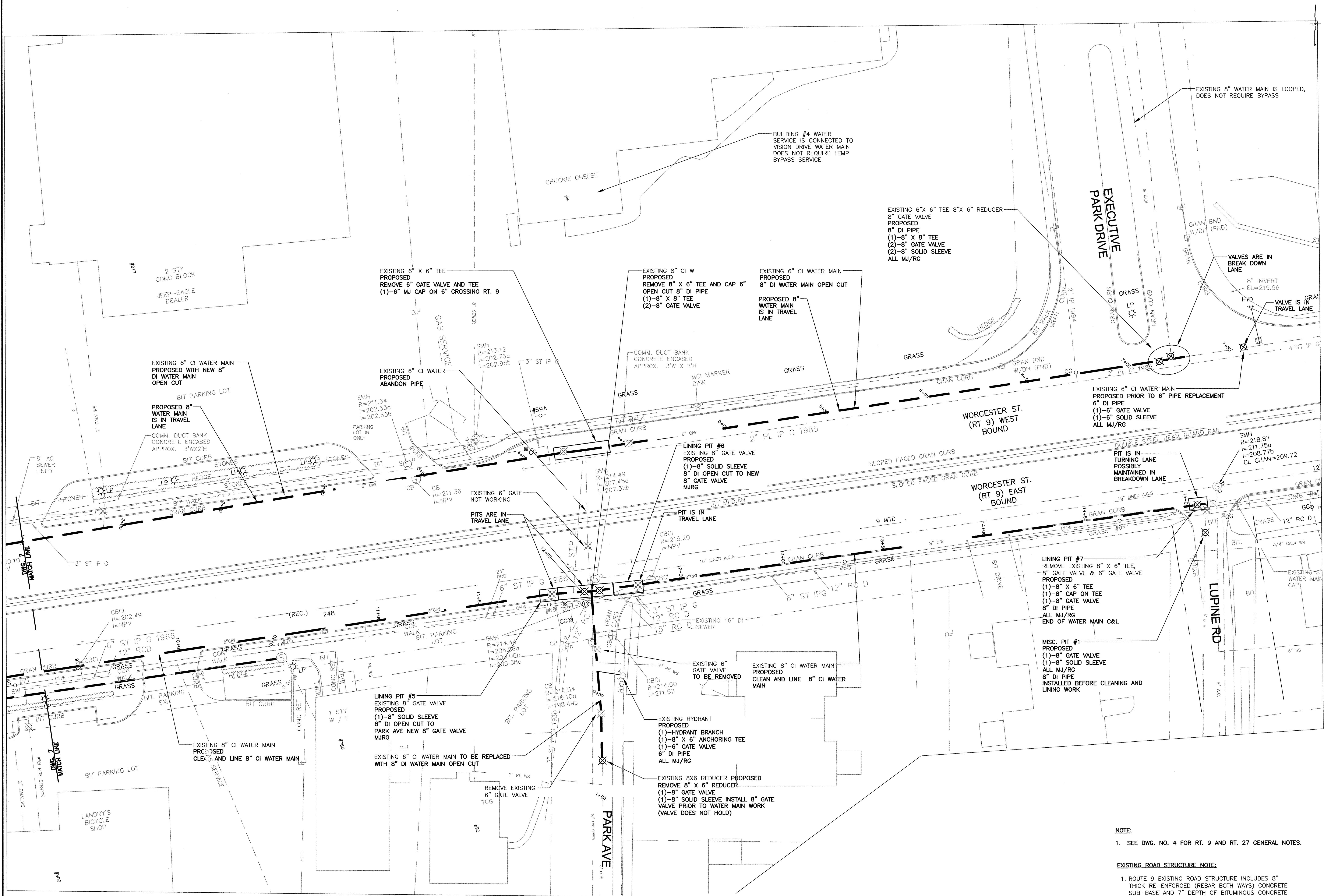
7

NOTE:
1. SEE DWG. NO. 4 FOR RT. 9 AND RT. 27 GENERAL NOTES.

EXISTING ROAD STRUCTURE NOTE:
1. ROUTE 9 EXISTING ROAD STRUCTURE INCLUDES 8" THICK RE-ENFORCED (REBAR BOTH WAYS) CONCRETE SUB-BASE AND 7" DEPTH OF BITUMINOUS CONCRETE PAVEMENT.
2. ROUTE 27 AND EXIT RAMP ARE APPROXIMATELY 8" DEPTH OF BITUMINOUS CONCRETE PAVEMENT.

GRAPHIC SCALE
20 0 20 40 80 FEET
1" = 40'

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WATER MAIN REPLACEMENT
PLAN VIEW

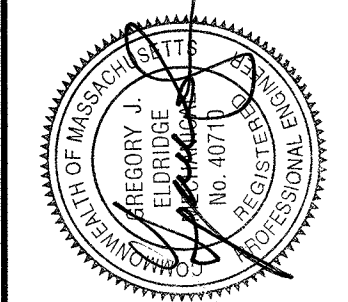
SCALE: 1" = 20'

NOTE:

1. SEE DWG. NO. 4 FOR RT. 9 AND RT. 27 GENERAL NOTES.

EXISTING ROAD STRUCTURE NOTE:

- ROUTE 9 EXISTING ROAD STRUCTURE INCLUDES 8" THICK RE-ENFORCED (REBAR BOTH WAYS) CONCRETE SUB-BASE AND 7" DEPTH OF BITUMINOUS CONCRETE PAVEMENT.
- ROUTE 27 AND EXIT RAMP ARE APPROXIMATELY 8" DEPTH OF BITUMINOUS CONCRETE PAVEMENT.



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SHEET NO.:	8 OF 17
CONTRACT NO.:	W-153
SCALE:	AS NOTED
DATE DRAWN:	JANUARY, 2019
DRAWN BY:	LIC
FILE NO.:	NAT_451_BASE.DWG

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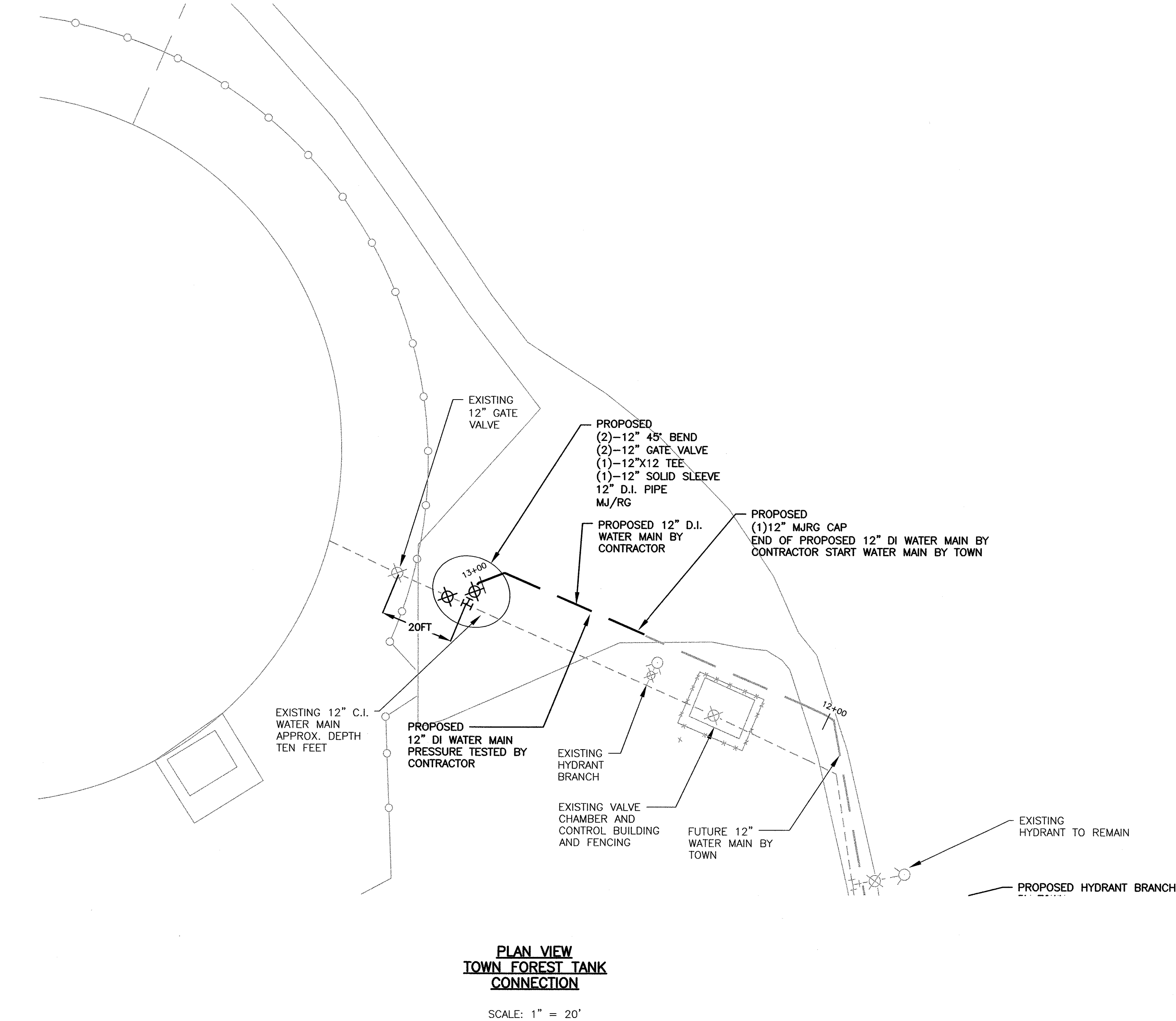
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TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

**WATER MAIN
REHAB. / REPLACEMENT
RT. 9 & RT. 135**

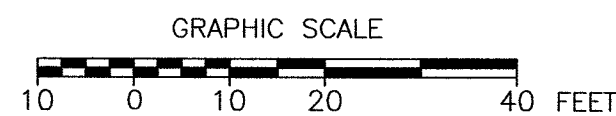
**WATER MAIN
REPLACEMENT STA
WESTBOUND STA
1+50 TO 7+30
C&L EASTBOUND
9+32 TO 15+25**

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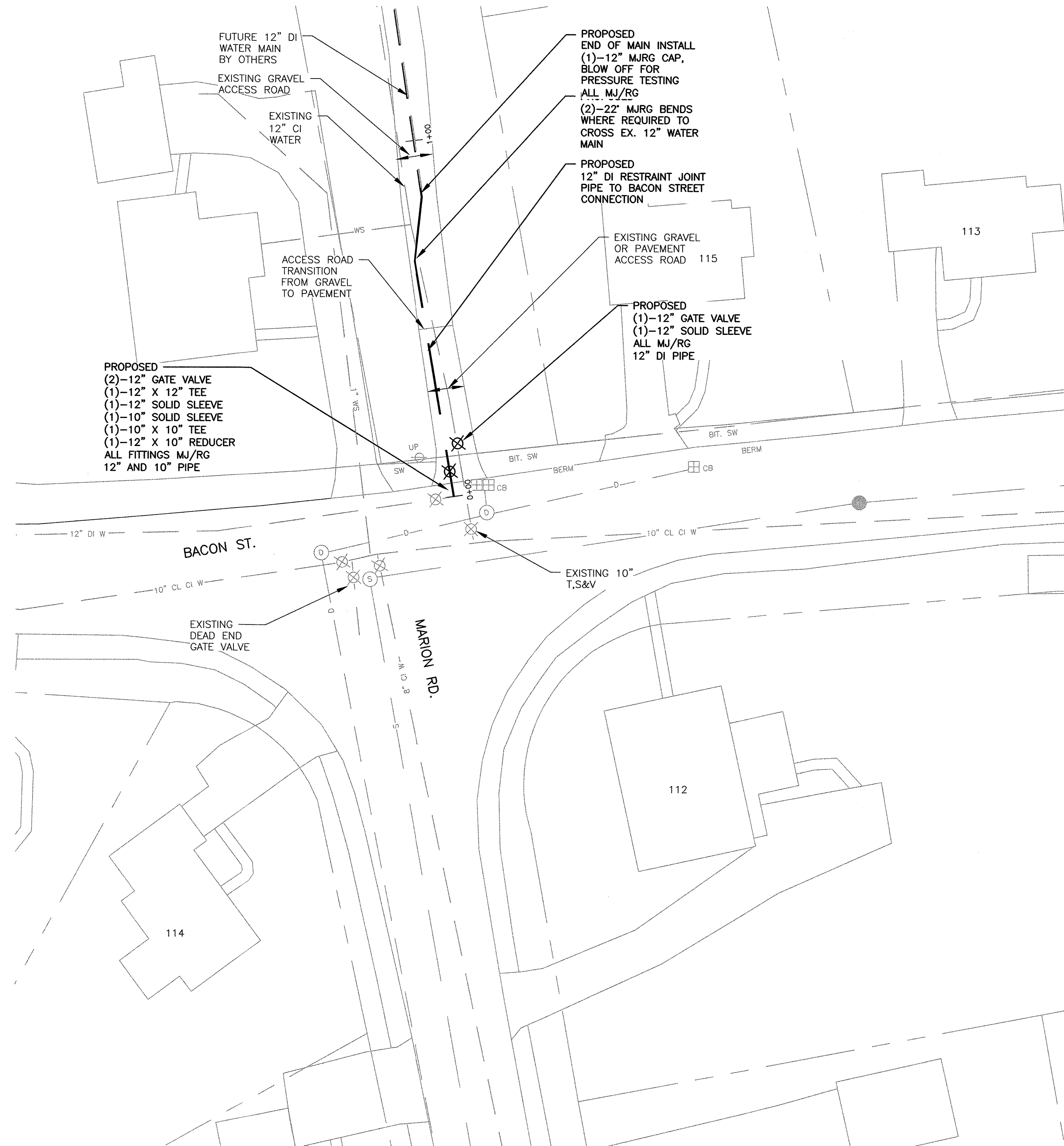
GENERAL NOTES:

- SEE TRAFFIC MANAGEMENT DRAWINGS FOR MINIMUM REQUIRED SIGNS.
 - BACON STREET CANNOT BE CLOSED COMPLETELY. ONE LANE ALTERNATING TRAFFIC IS REQUIRED.
 - CONTRACTOR TO INSTALL ELECTRONIC MESSAGE BOARD ONE WEEK BEFORE WORK STARTS ON BACON STREET AND LEAVE SIGN FOR ONE WEEK.
 - WORK SHALL NOT START IN ROADWAY PRIOR TO 8:30 AM.
- CONTRACTOR TO CUT IN NEW TEES BY LIMITING DOWNTIME OF THE WATER MAINS TO 2 HOURS EACH CUT IN.
- CONTRACTOR TO PRESSURE TEST THE COMPLETED PIPING IN ACCORDANCE WITH THE SPECIFICATION FOR TESTING.
- DISINFECTION WILL BE COMPLETED BY THE OWNER DURING FUTURE PIPE EXTENSION.
- CONTRACTOR TO INSTALL 6" DEPTH OF GRAVEL TO REPLACE THE GRAVEL ROADWAY REMOVED DURING CONSTRUCTION.
- CONTRACTOR TO INSTALL 4 1/2" DEPTH OF TRENCH PAVEMENT (3" BINDER 1-1/2" TOP) WHERE EXISTING PAVEMENT EXISTS.
- CONTRACTOR TO LOAM AND SEED DISTURBED AREAS.
- EXISTING PAVEMENT IS APPROXIMATELY SIX (6") DEPTH.
- BACKFILL IN PAVED ROADWAY 9BACON ST.) SHALL BE FLOWABLE FILL FROM PIPE INVERT EXTENDING UP TO BOTTOM OF PROPOSED PAVEMENT.
- PROPOSED PAVEMENT TO BE TOTAL OF FIVE (5"), CONSISTING OF OF 3 1/2" BINDER AND 2 1/2" TOPCOAT.



**PLAN VIEW
BACON STREET AT TOWN
FOREST TANK ACCESS ROAD**

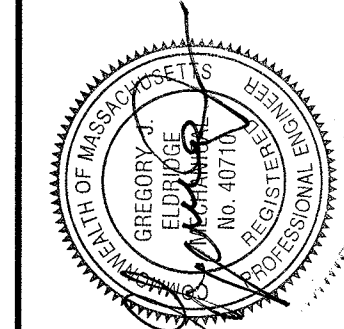
SCALE: 1" = 20'



SHEET NO.:	9 OF 17
CONTRACT NO.:	W-153
SCALE:	1" = 20'
DATE DRAWN:	MARCH, 2019
DRAWN BY:	LJC
FILE NO.:	NAT_458_BASE.DWG

DWG. NO.

9



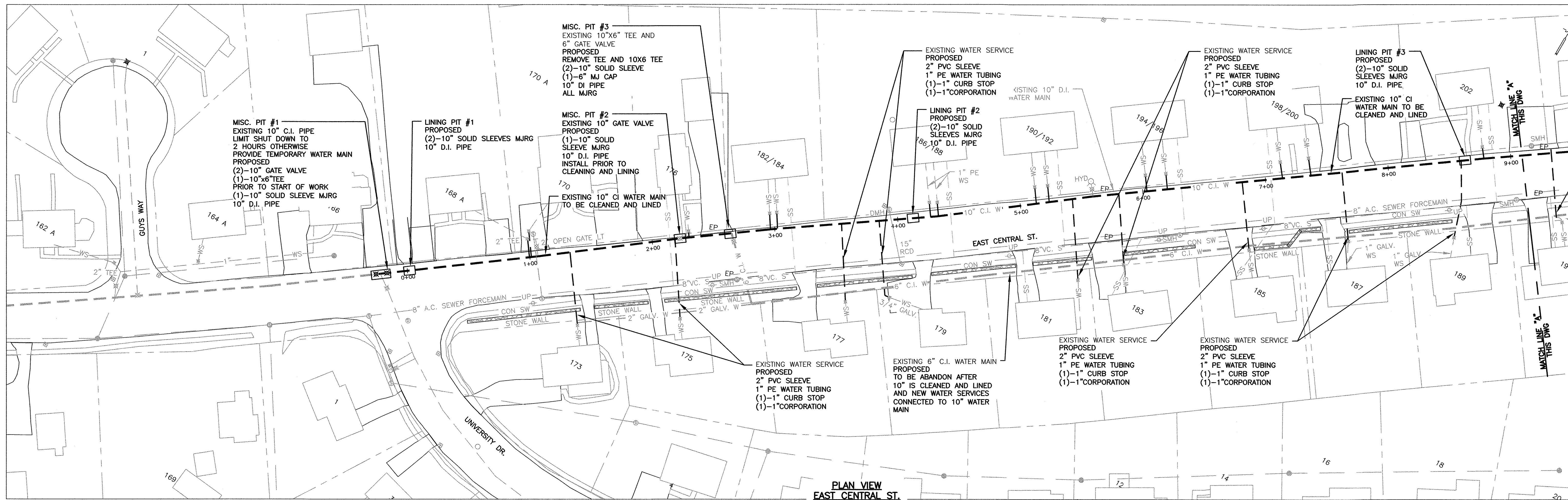
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**TOWN FOREST
TANK WATER MAIN
CONNECTIONS**

TOWN OF NATICK, MASSACHUSETTS
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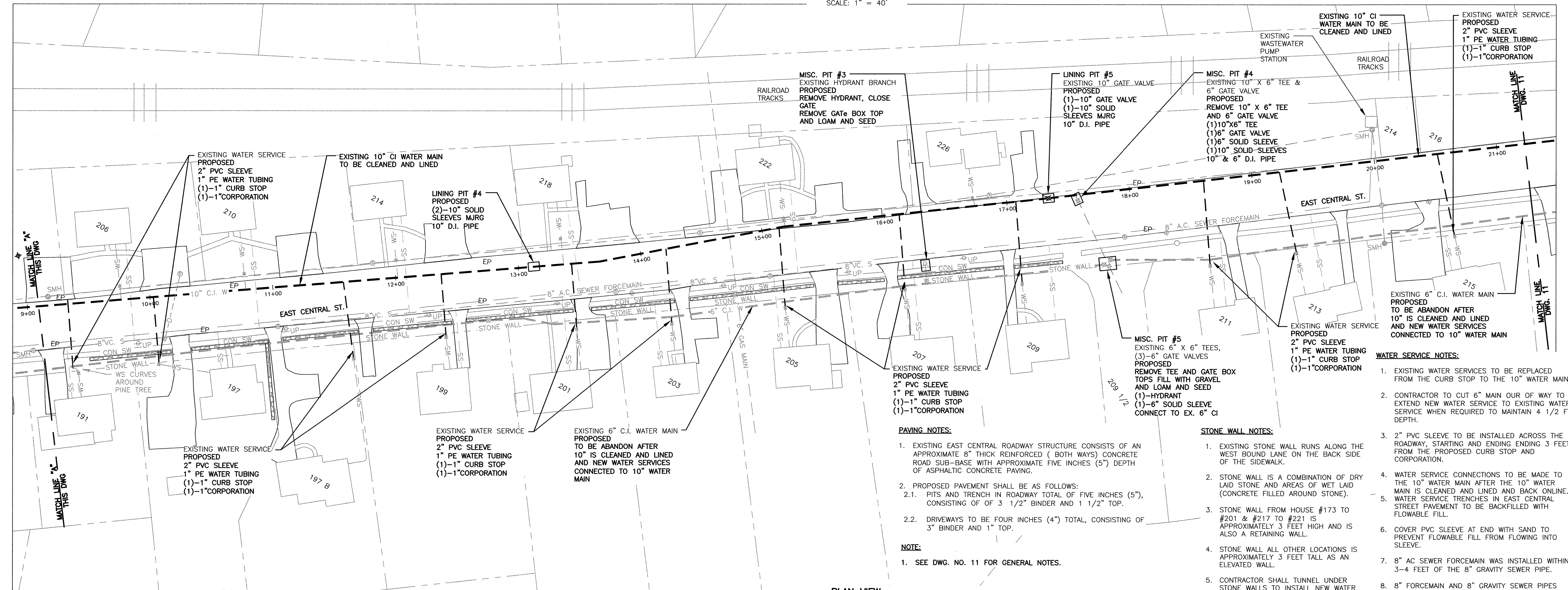
**WATER MAIN
REHAB. / REPLACEMENT
RT. 9 & RT. 135**

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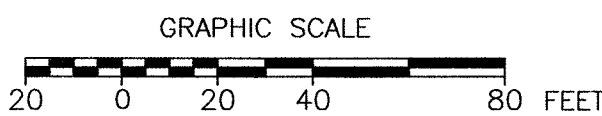
PLAN VIEW
EAST CENTRAL ST.

SCALE: 1" = 40'



PLAN VIEW
EAST CENTRAL ST.

SCALE: 1" = 40'



PAVING NOTES:

- EXISTING EAST CENTRAL ROADWAY STRUCTURE CONSISTS OF AN APPROXIMATE 8" THICK REINFORCED (BOTH WAYS) CONCRETE ROAD SUB-BASE WITH APPROXIMATE FIVE INCHES (5") DEPTH OF ASPHALTIC CONCRETE PAVING.
- PROPOSED PAVEMENT SHALL BE AS FOLLOWS:
 - PITS AND TRENCH IN ROADWAY TOTAL OF FIVE INCHES (5"), CONSISTING OF 3 1/2" BINDER AND 1 1/2" TOP.
 - DRIVEWAYS TO BE FOUR INCHES (4") TOTAL, CONSISTING OF 3" BINDER AND 1" TOP.

NOTE:

- SEE DWG. NO. 11 FOR GENERAL NOTES.

STONE WALL NOTES:

- EXISTING STONE WALL RUNS ALONG THE WEST BOUND LANE ON THE BACK SIDE OF THE SIDEWALK.
- STONE WALL IS A COMBINATION OF DRY LAID STONE AND AREAS OF WET LAID (CONCRETE FILLED AROUND STONE).
- STONE WALL FROM HOUSE #173 TO #201 & #217 TO #221 IS APPROXIMATELY 3 FEET HIGH AND IS ALSO A RETAINING WALL.
- STONE WALL ALL OTHER LOCATIONS IS APPROXIMATELY 3 FEET TALL AS AN ELEVATED WALL.
- CONTRACTOR SHALL TUNNEL UNDER STONE WALLS TO INSTALL NEW WATER SERVICE AND CONNECT TO EXISTING SERVICE WHERE WALL DAMAGE WILL NOT OCCUR, OTHERWISE REMOVE SECTION OF WALL TO FACILITATE SERVICE INSTALLATION AND REBUILD WALL TO CONDITION PRIOR TO CONSTRUCTION.

WATER SERVICE NOTES:

- EXISTING WATER SERVICES TO BE REPLACED FROM THE CURB STOP TO THE 10" WATER MAIN.
- CONTRACTOR TO CUT 6" MAIN OUR OF WAY TO EXTEND NEW WATER SERVICE TO EXISTING WATER SERVICE WHEN REQUIRED TO MAINTAIN 4 1/2 FT DEPTH.
- 2" PVC SLEEVE TO BE INSTALLED ACROSS THE ROADWAY, STARTING AND ENDING ENDING 3 FEET FROM THE PROPOSED CURB STOP AND CORPORATION.
- WATER SERVICE CONNECTIONS TO BE MADE TO THE 10" WATER MAIN AFTER THE 10" WATER MAIN IS CLEANED AND LINED AND BACK ONLINE.
- WATER SERVICE TRENCHES IN EAST CENTRAL STREET PAVEMENT TO BE BACKFILLED WITH FLOWABLE FILL.
- COVER PVC SLEEVE AT END WITH SAND TO PREVENT FLOWABLE FILL FROM FLOWING INTO SLEEVE.
- 8" AC SEWER FORCEMAIN WAS INSTALLED WITHIN 3-4 FEET OF THE 8" GRAVITY SEWER PIPE.
- 8" FORCEMAIN AND 8" GRAVITY SEWER PIPES ARE APPROXIMATELY 4-5 FEET IN DEPTH. WATER SERVICES MUST BE INSTALLED UNDER THE GRAVITY AND FORCEMAIN PIPE.
- 8" AC GRAVITY SEWER PIPE IS LINED WITH A CURED IN PLACE LINER

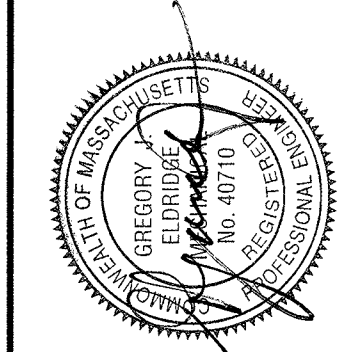
SHEET NO.:	BY	DATE	CHECKED	DATE	REVISION	DATE	BY
10 OF 17							
CONTRACT NO.:	W-153						
SCALE:	1" = 40'						
DATE DRAWN:	MARCH, 2019						
DRAWN BY:	LJC						
FILE NO.:	NAT_462-SHT_10-12.dwg						

DWG. NO.

10

Haley and Ward, Inc.

63 GREAT ROAD, SUITE 200
MAYNARD, MASSACHUSETTS 01754-2097
PHONE: (978) 648-6025 FAX: (978) 648-6068
www.haleyward.com

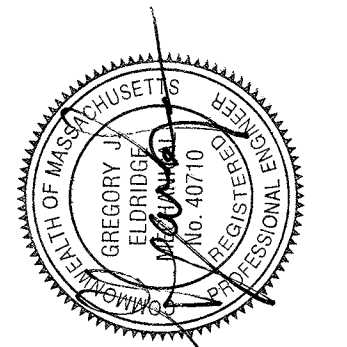


**EAST CENTRAL
0+00 TO 21+20**

**TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN**
**WATER MAIN
REHAB. / REPLACEMENT
RT. 9 & RT. 135**




Haley and Ward, Inc.
63 GREAT ROAD, SUITE 200
MAYNARD, MASSACHUSETTS 01754-2097
PHONE: (978) 648-6025 FAX: (978) 648-6088
www.haleyward.com

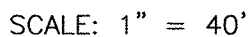


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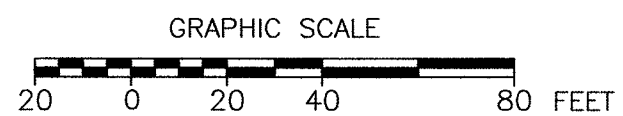
SHEET NO.:	11 OF 17
CONTRACT NO.:	W-153
SCALE:	1"= 40'
DATE DRAWN:	MARCH, 2019
DRAWN BY:	LUC
FILE NO.:	NAT_462-SHT_10-12.dwg

11

- GRAPHIC SCALE
- 
- 20 0 20 40 80 FEET

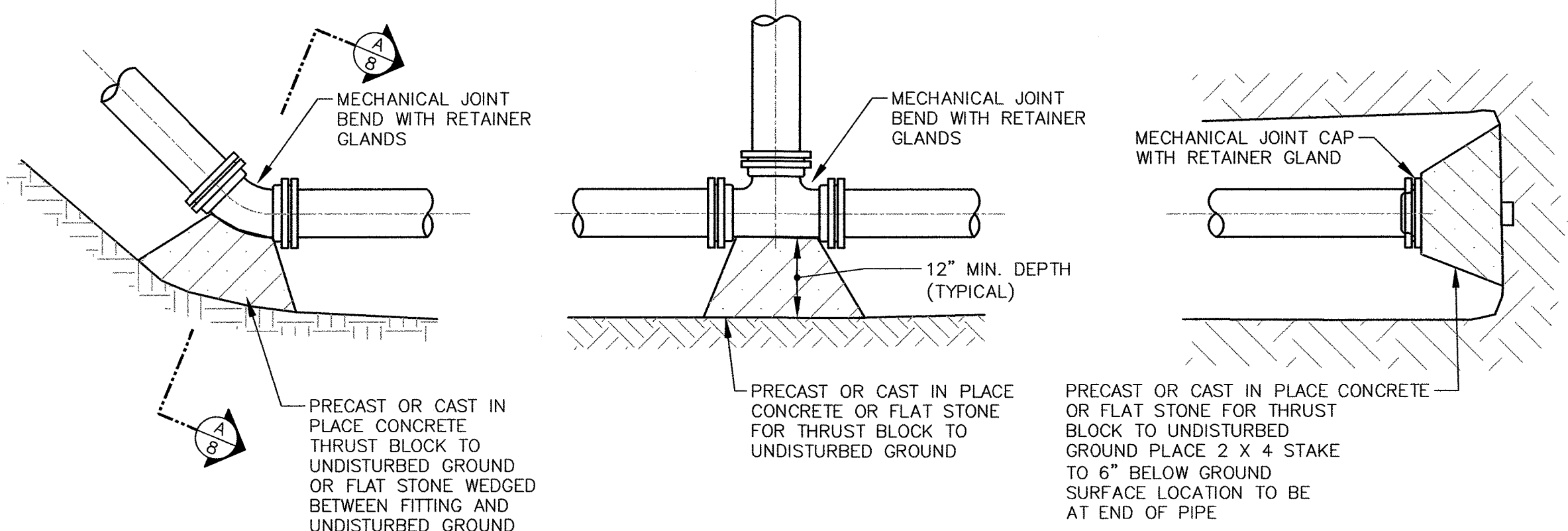


1. EXISTING WATER SERVICES TO BE REPLACED FROM THE CURB STOP TO THE 10" WATER MAIN.
2. CONTRACTOR TO CUT 6" MAIN OUR OF WAY TO EXTEND NEW WATER SERVICE TO EXISTING WATER SERVICE WHEN REQUIRED TO MAINTAIN 4 1/2 FT DEPTH.
3. 2" PVC SLEEVE TO BE INSTALLED ACROSS THE ROADWAY, STARTING AND ENDING ENDING 3 FEET FROM THE PROPOSED CURB STOP AND CORPORATION.
4. WATER SERVICE CONNECTIONS TO BE MADE TO THE 10" WATER MAIN AFTER THE 10" WATER MAIN IS CLEANED AND LINED AND BACK ONLINE.
5. WATER SERVICE TRENCHES IN EAST CENTRAL STREET PAVEMENT TO BE BACKFILLED WITH FLOWABLE FILL.
6. COVER PVC SLEEVE AT END WITH SAND TO PREVENT FLOWABLE FILL FROM FLOWING INTO SLEEVE.
7. 8" AC SEWER FORCEMAIN WAS INSTALLED WITHIN 3-4 FEET OF THE 8" GRAVITY SEWER PIPE.
8. 8" FORCEMAIN AND 8" GRAVITY SEWER PIPES ARE APPROXIMATELY 4-5 FEET IN DEPTH. WATER SERVICES MUST BE INSTALLED UNDER THE GRAVITY AND FORCEMAIN PIPE.
9. 8" AC GRAVITY SEWER PIPE IS LINED WITH A CURB IN PLACE LINER



SCALE: 1" = 40'

12

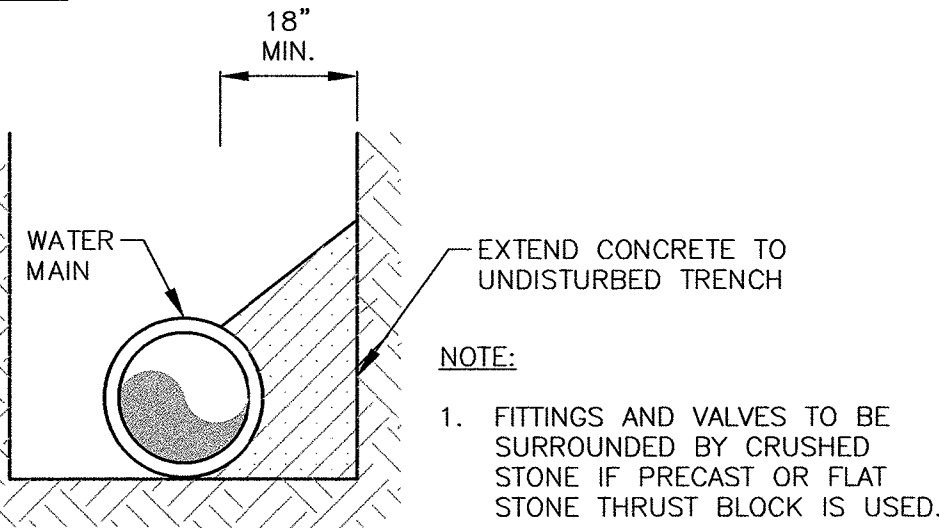


TYPICAL THRUST BLOCK DETAILS

NO SCALE

PIPE DIAMETER	BENDS				TEE
	11.25	22.5	45	90	
6	1	1	1	2	1.5
8	1	1	2	3	2.5
12	1	2	3.5	6.5	5

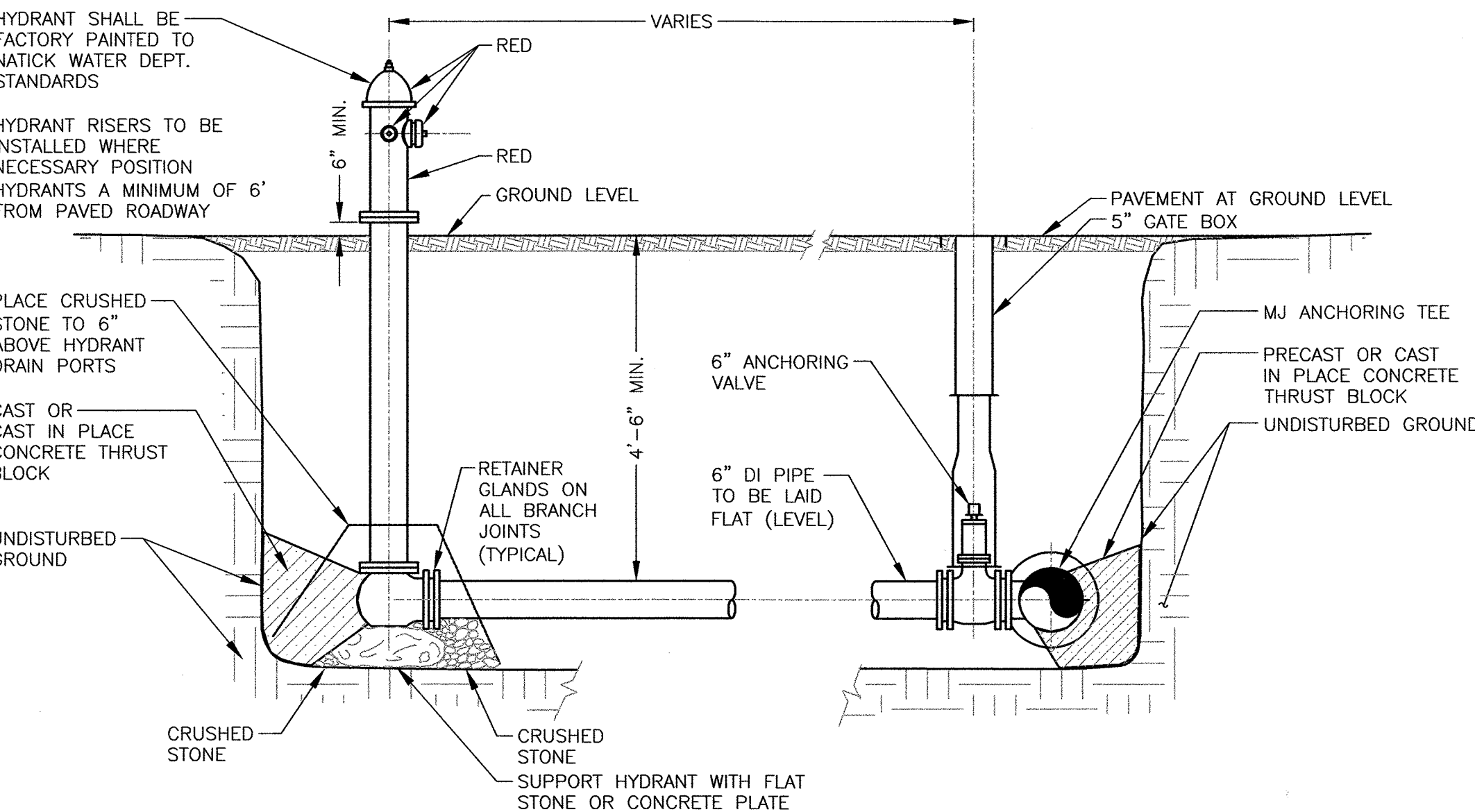
THRUST BLOCK BEARING AREA (SF)
(BASED UPON 100 PSI WATER PRESSURE
AND 3000 PSF BEARING LOAD CAPACITY)



NO SCALE

FITTINGS	RESTRAINED LENGTH (ft)
8" 90° BEND	31
8" 60° BEND	18
8" 45° BEND	13
8" 30° BEND	8
8" 22.5° BEND	6
8" 11.25° BEND	3
8" x 8" TEE	52
10" x 8" REDUCER	45
8" x 6" REDUCER	34
6" 90° BEND	26
6" 60° BEND	16
6" 45° BEND	10
6" 30° BEND	8
6" 22.5° BEND	6
6" 11.25° BEND	3

MINIMUM ONE RESTRAINED JOINT

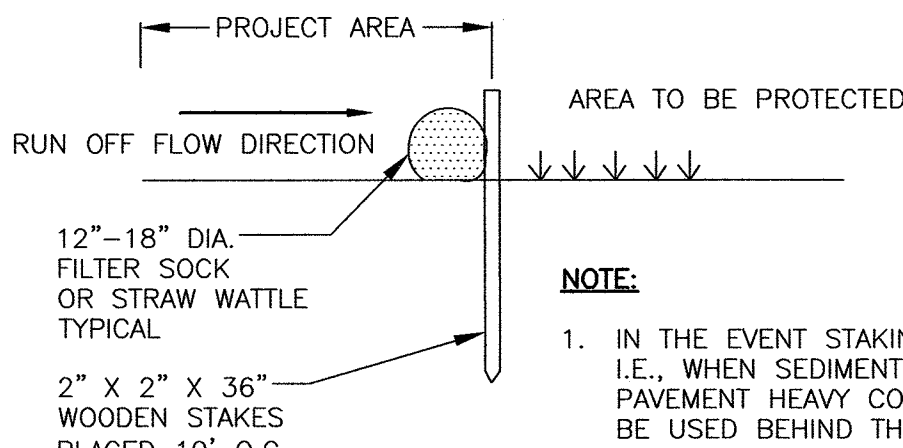


TYPICAL HYDRANT ASSEMBLY INSTALLATION

NOT TO SCALE

NOTES:

- HYDRANTS ARE TO BE INSTALLED WITHIN THE ROADWAY RIGHT OF WAY.
- FOR HYDRANTS INSTALLED AT DEAD END OF WATER MAINS: INSTALL VALVE WITH RESTRAINED JOINTS AND ONE FULL LENGTH OF PIPE, NO COUPLINGS OR PIPE BELL JOINTS, BETWEEN VALVE AND HYDRANT WITH RESTRAINED JOINTS.

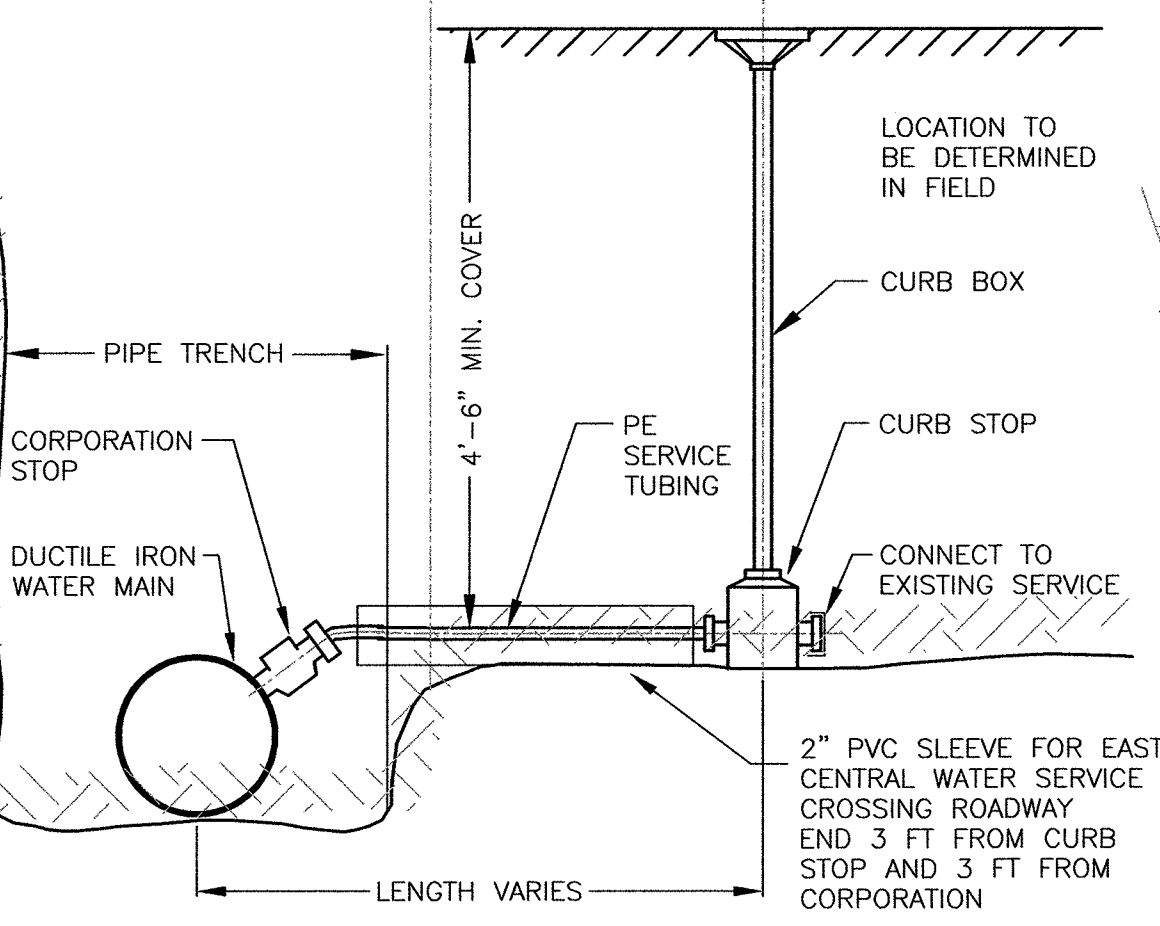


TYPICAL SILT FENCE DETAIL

NOT TO SCALE

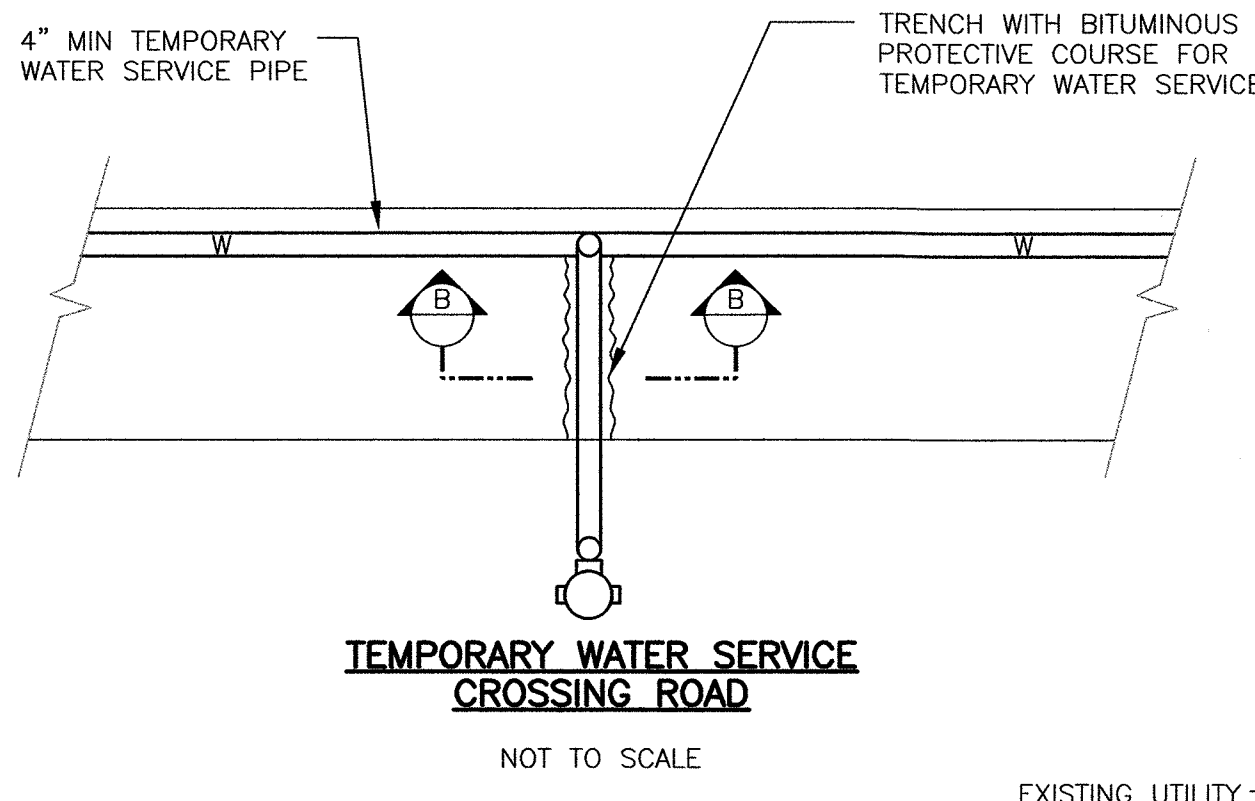
PAVING NOTES:

- SEE EACH PARTICULAR PROJECT DRAWING OR THE NOTES DRAWING FOR SPECIFIC REQUIREMENTS.
- RT 9 WATER MAIN REPLACEMENT TRENCH TO RECEIVE 3" DEPTH OF TEMPORARY PAVEMENT, TYPE I-1 FOR 90 DAYS MINIMUM OR ONE WINTER CONSISTING OF TWO (2) 1 1/2" LIFTS.
- RT9, RT 27 & RT 135 CLEANING AND LINING MISCELLANEOUS AND LINING PITS ARE TO BE PLATED, AND AFTER FLOWABLE FILL SETS-UP, CONTRACTOR TO INSTALL 7" DEPTH OF PERMANENT PIT PAVEMENT CONSISTING OF 4" HOT MIX ASPHALT CONCRETE TYPE I-1 AND 3" (2 COURSES OF 1-1/2") HOT MIX ASPHALT.
- FOLLOWING REQUIRED MINIMUM TIME PERIOD FOR REPLACEMENT TRENCHES, CONTRACTOR TO CUT BACK TRENCH ONE FOOT BOTH SIDES, 7" DEPTH, AND INSTALL 7" DEPTH OF PERMANENT PAVEMENT CONSISTING OF 4" HOT MIX ASPHALT CONCRETE TYPE I-1 AND 3" (2 COURSES OF 1-1/2") HOT MIX ASPHALT.
- FOLLOWING REQUIRED TIME PERIOD, CONTRACTOR SHALL MILL, BACON AND RT 27 CLEANING AND LINING MISCELLANEOUS AND LINING PITS TO 1'-0" BEYOND PIT LIMITS TO A DEPTH OF 1 1/2" AND INSTALL 1 1/2" DEPTH OF TOP MIX PAVEMENT. MILLED TRENCHES SHALL NOT BE LEFT OVERNIGHT.
- EAST CENTRAL STREET TO RECEIVE A FULL ROAD WIDTH MILLING, FROM FIRST PIT TO AND INCLUDING THE LAST WATER SERVICE CROSSING, TO 1" DEPTH AND 1" DEPTH OF HOT MIX ASPHALT INSTALLED. WORK TO INVOLVE MAINTAINING ROADWAY CROWN AND DRAINAGE PATTERNS.



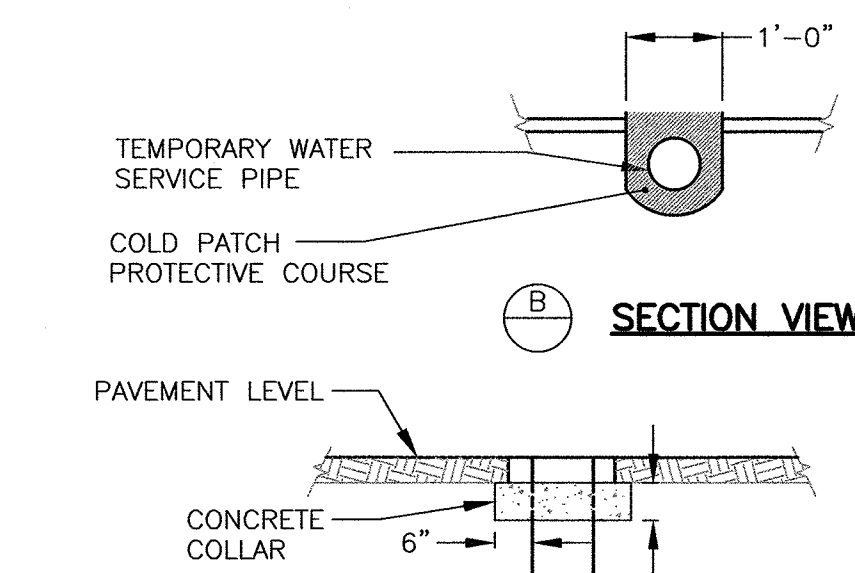
2" AND UNDER TYPICAL SERVICE CONNECTION

NOT TO SCALE

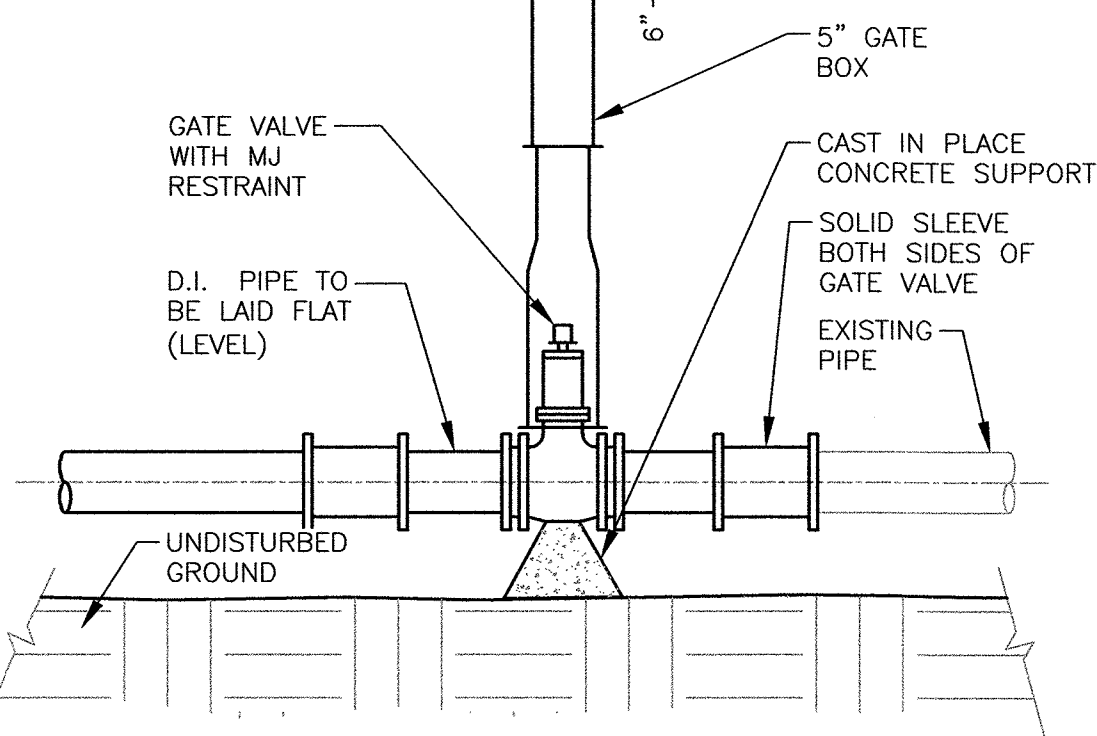


TEMPORARY WATER SERVICE CROSSING ROAD

NOT TO SCALE

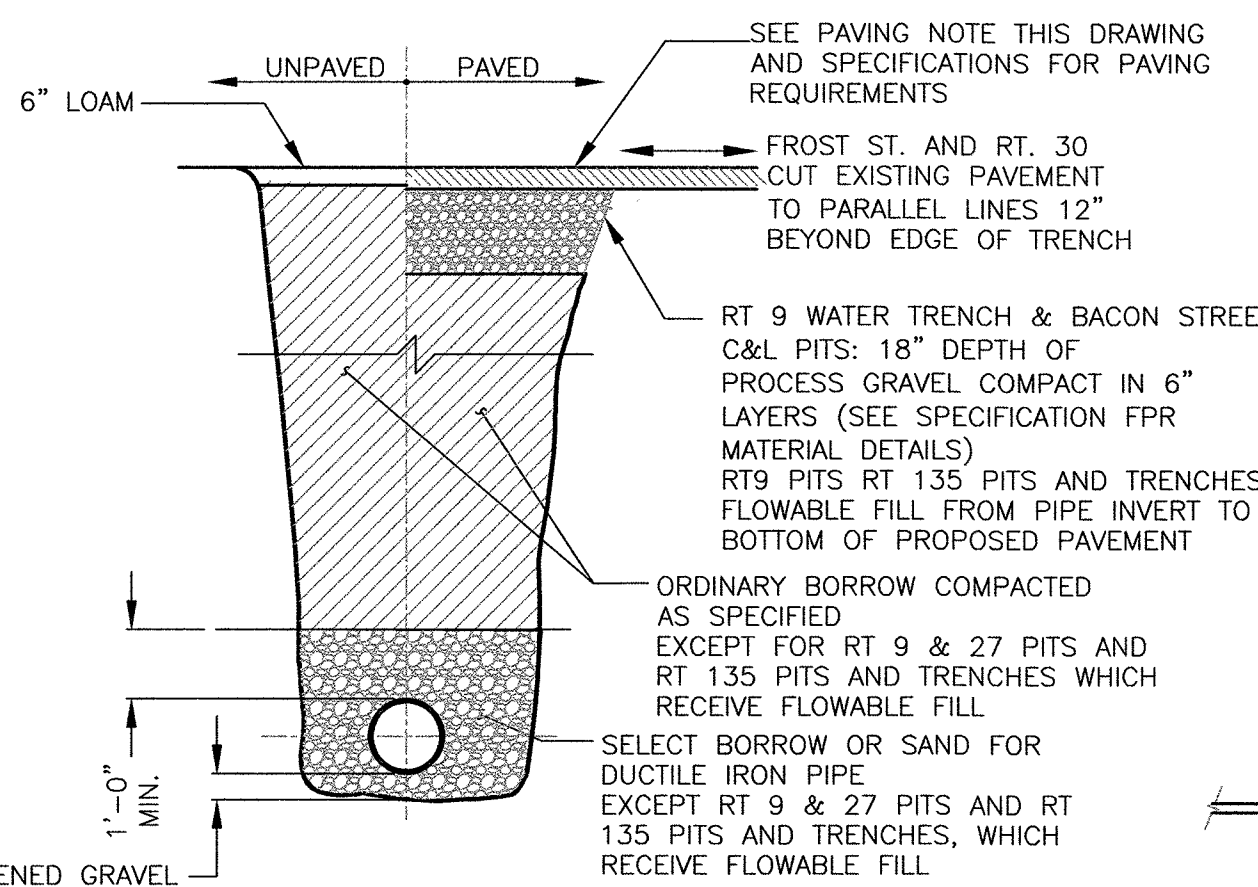


SECTION VIEW



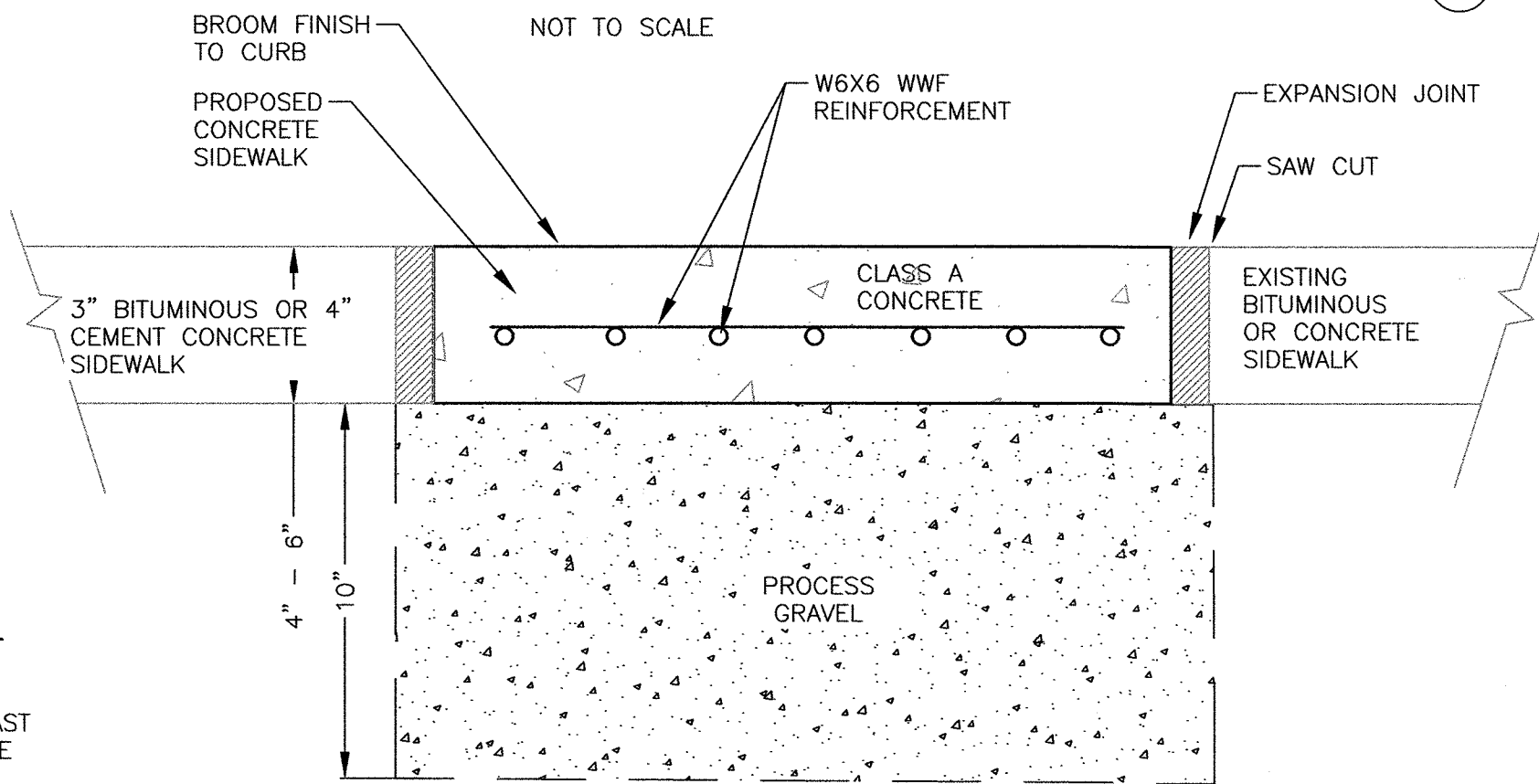
TYPICAL GATE VALVE INSTALLATION

NOT TO SCALE



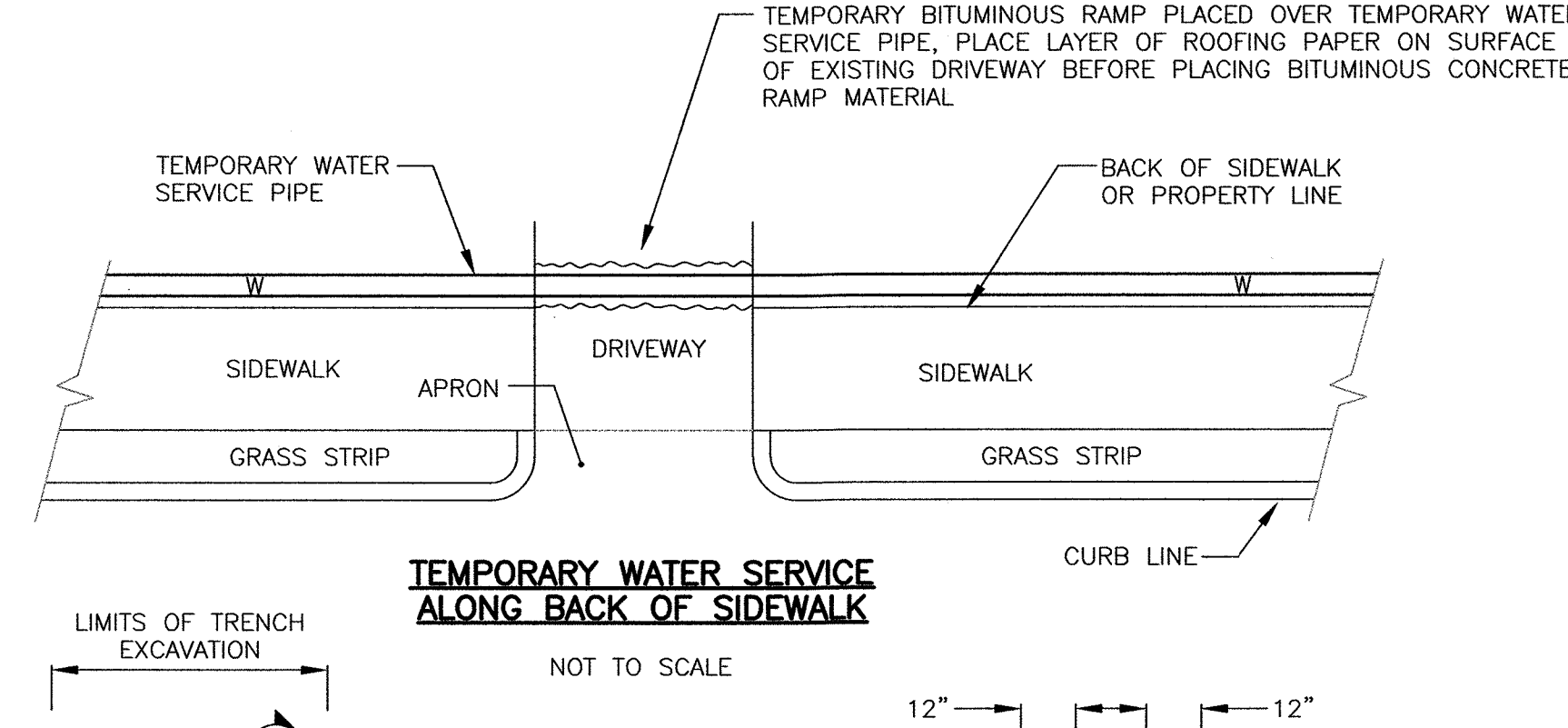
TYPICAL PIT & TRENCH SECTION FOR WATER MAINS

NOT TO SCALE



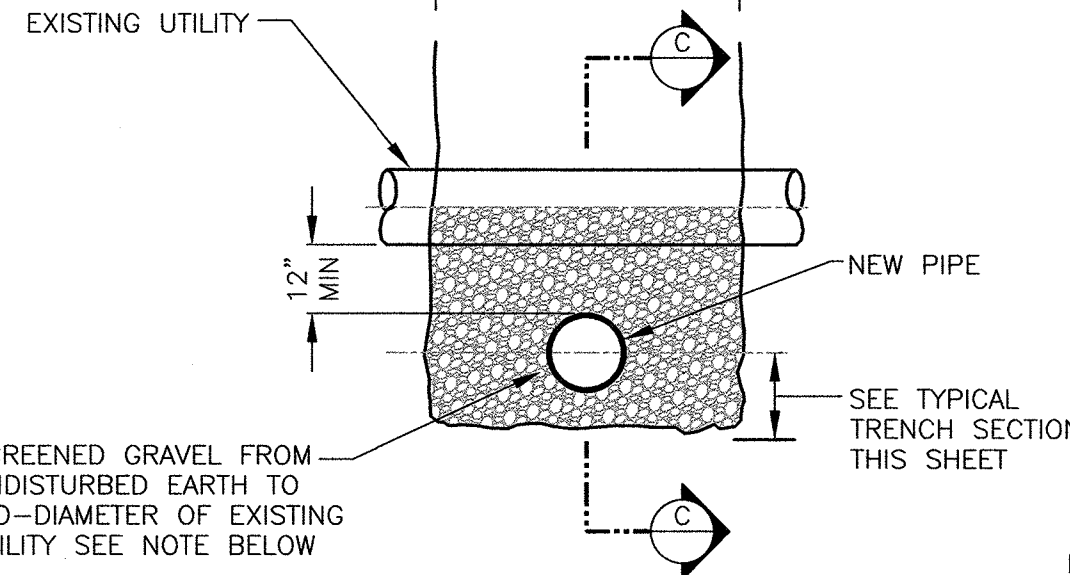
CONCRETE SIDEWALK DETAIL

NOT TO SCALE



TEMPORARY WATER SERVICE ALONG BACK OF SIDEWALK

NOT TO SCALE

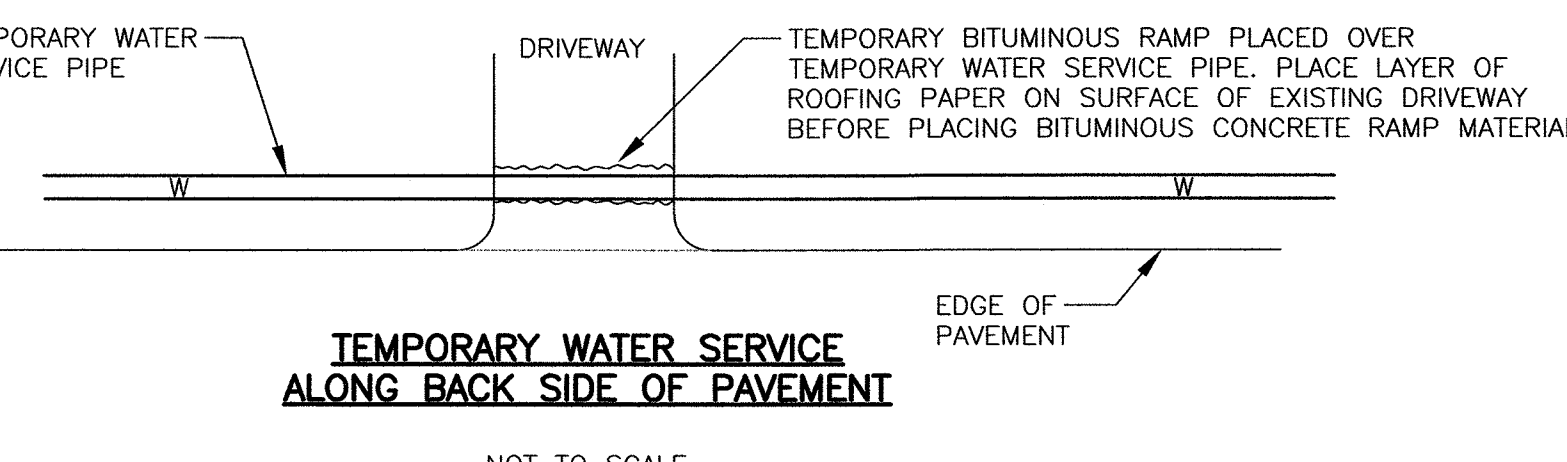


TYPICAL SECTION

NOT TO SCALE

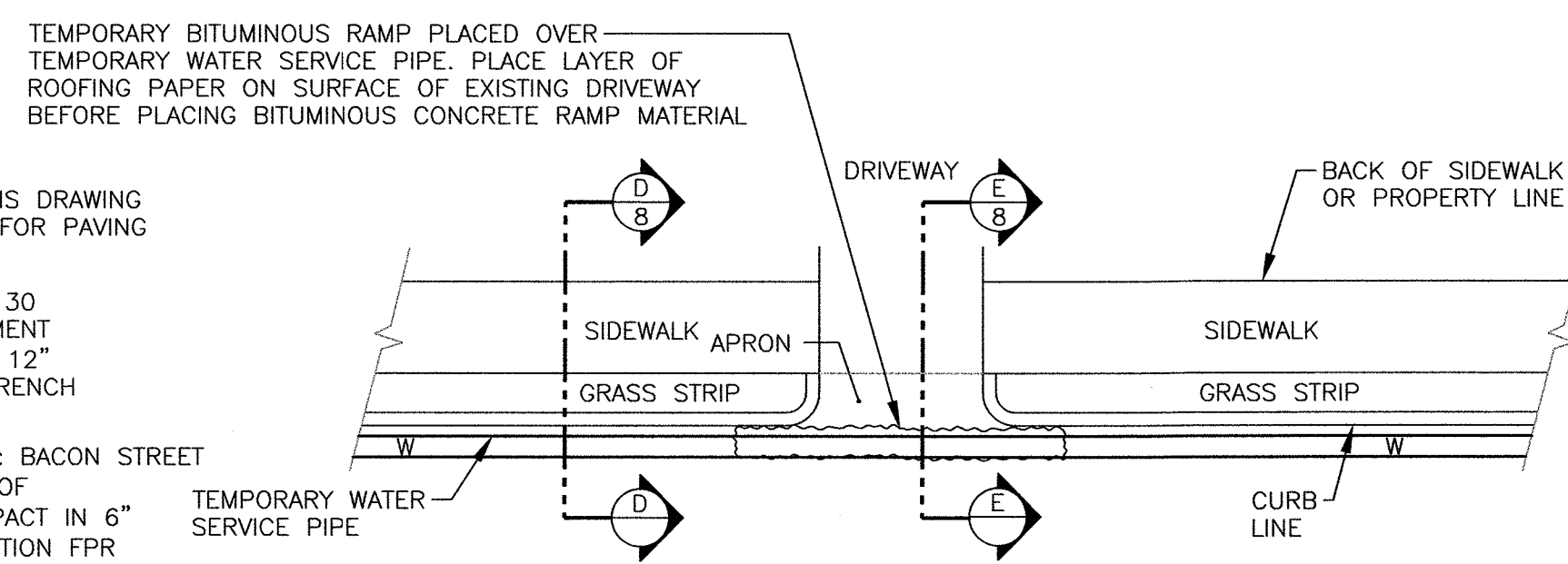
UTILITY CROSSING DETAIL

NOT TO SCALE



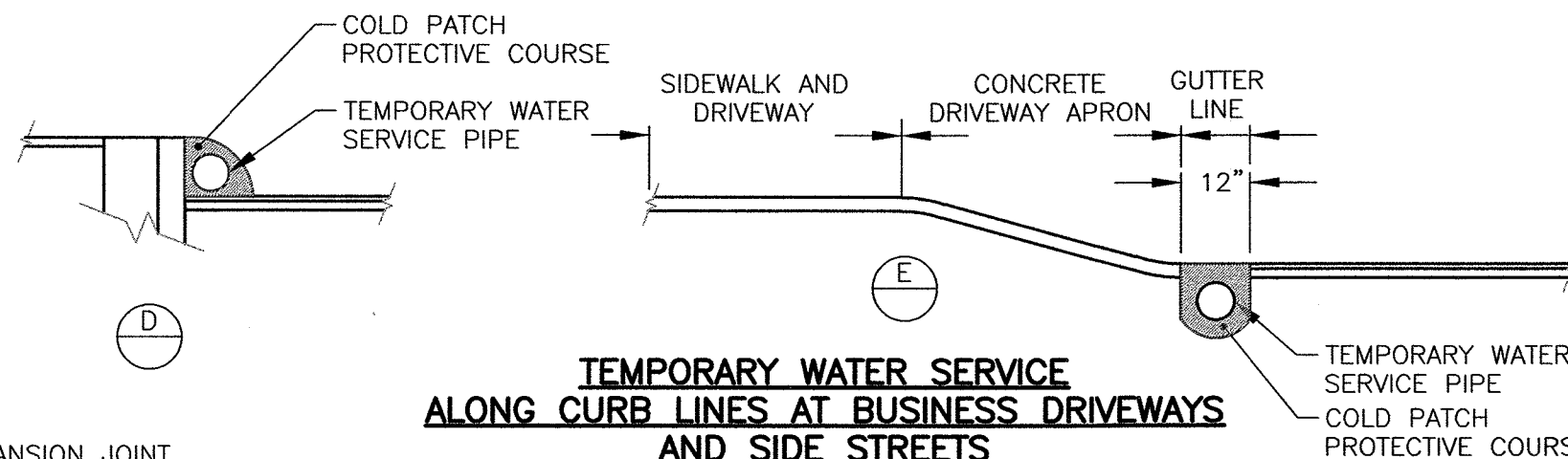
TEMPORARY WATER SERVICE ALONG BACK SIDE OF PAVEMENT

NOT TO SCALE



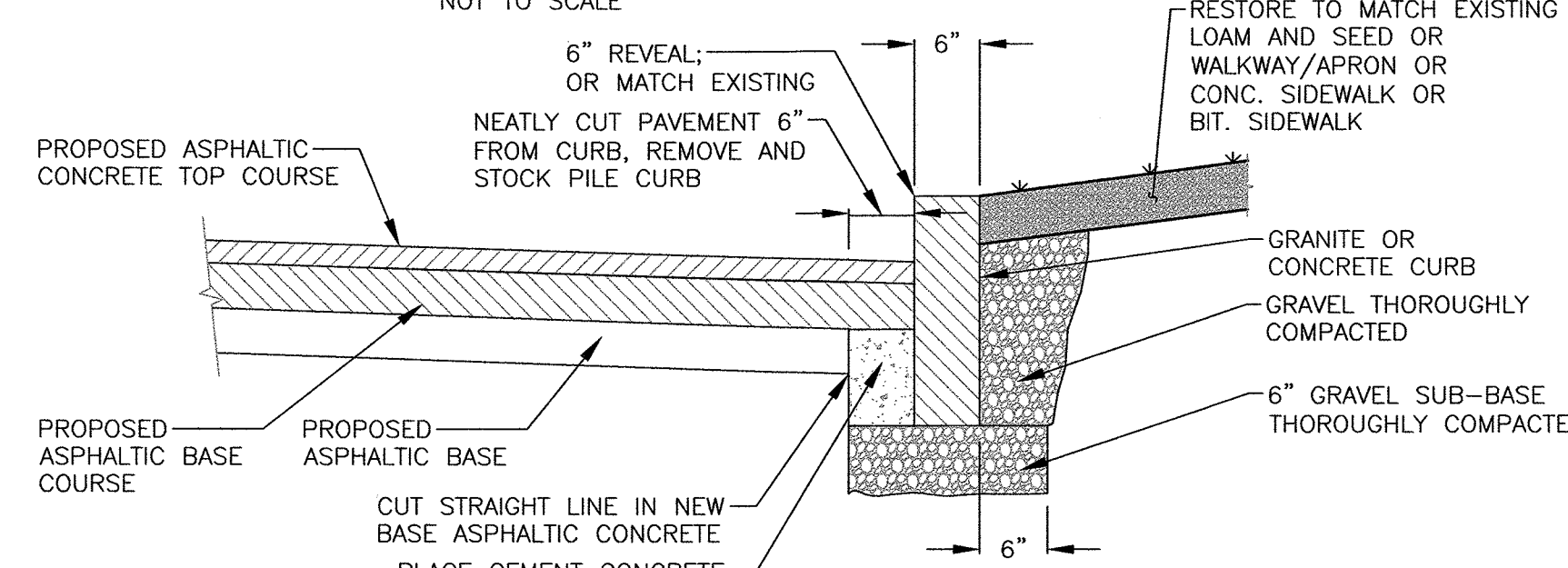
TEMPORARY WATER SERVICE ALONG EDGE OF PAVEMENT

NOT TO SCALE



TEMPORARY WATER SERVICE ALONG CURB LINES AT BUSINESS DRIVEWAYS AND SIDE STREETS

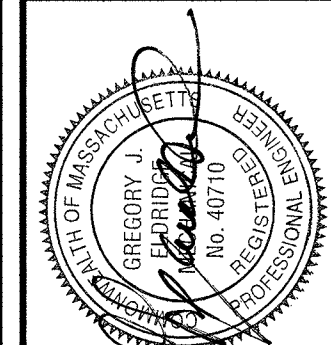
NOT TO SCALE



TYPICAL GRANITE CURB REMOVAL AND REPLACEMENT

NOT TO SCALE

CURB TO BE SET LEVEL AND MATCH EXISTING CURB EACH SITE.
CURB TO CURB JOINTS TO RECEIVE CEMENT CONCRETE FULL DEPTH OF JOINT

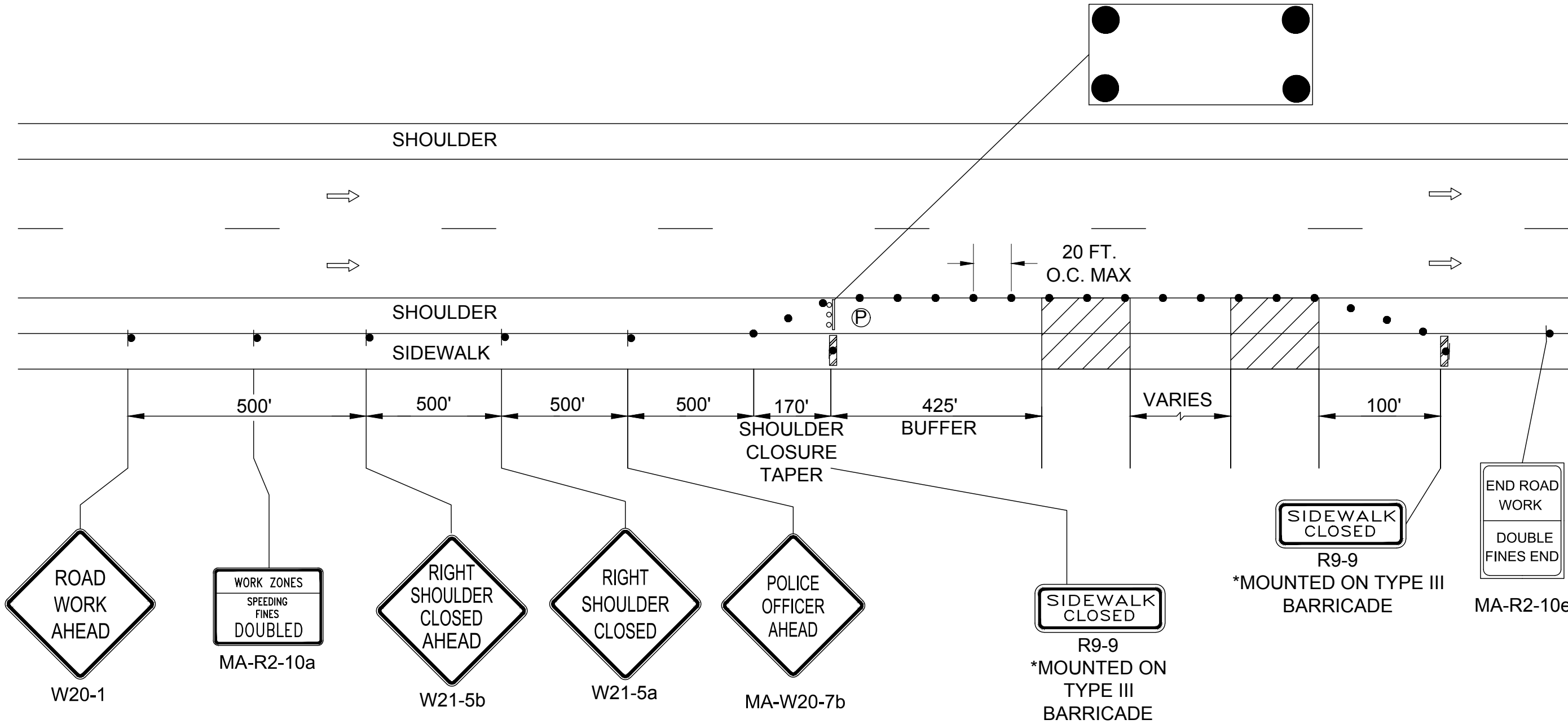


CHECKED	DATE	BY

SHEET NO.:	13 OF 17
CONTRACT NO.:	W-153
SCALE:	AS NOTED
DATE DRAWN:	MARCH, 2019
DRAWN BY:	GJE
FILE NO.:	NAT-451-WATER DETAILS.DWG

TEMPORARY TRAFFIC CONTROL NOTES:

1. MINIMUM LANE WIDTH OF 11 FEET SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. MINIMUM LANE WIDTH TO BE MEASURED FROM THE EDGE OF THE DRUMS OR CONES (IF USED).
2. THE CONTRACTOR SHALL COORDINATE APPROVAL OF ANY CHANGES TO THE TEMPORARY TRAFFIC CONTROL PLAN WITH MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (MASSDOT) PRIOR TO CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL ALSO NOTIFY MASSDOT AND THE TOWN OF NATICK THREE (3) WEEKS IN ADVANCE OF PLACING TEMPORARY TRAFFIC CONTROL SIGNS.
3. THESE PLANS ARE NOT INTENDED TO LIMIT THE CONTRACTOR'S APPROACH TO SCHEDULE THE WORK BUT TO OUTLINE ONE WAY OF PROGRESSING. THE CONTRACTOR IS EXPECTED TO USE KNOWLEDGE AND EXPERIENCE TO PERFORM THE WORK IN THE MOST EFFICIENT AND SAFE MANNER IN COMPLIANCE WITH THE DRAWINGS AND SPECIFICATIONS.
4. PLACE ALL SAFETY DEVICES AND CONSTRUCTION SIGNING BEFORE ACTUAL CONSTRUCTION WORK BEGINS.
5. DISTANCES ARE A GUIDE AND MAY BE ADJUSTED BASED ON FIELD CONDITIONS WITH THE APPROVAL OF THE ENGINEER.
6. WHEN EXISTING SIGNS ARE NO LONGER APPLICABLE THEY SHALL BE TEMPORARILY COVERED DURING CONSTRUCTION OR REMOVED AND RESET UPON COMPLETION OF CONSTRUCTION. THE COST SHALL BE INCIDENTAL TO THE CONTRACT.
7. ALL SIGNS SHALL BE REFLECTORIZED, WITH REFLECTIVE SHEETING CONFORMING TO M9.30.0. ALL SIGN COLORS SHALL BE PER THE CONSTRUCTION SIGN SUMMARY TABLE AND CURRENT MUTCD.
8. SIGNS AND SIGN SUPPORTS LOCATED ON OR NEAR THE TRAVELED WAY, CHANNELIZING DEVICES, BARRIERS, AND CRASH ATTENUATORS MUST PASS THE CRITERIA SET FORTH IN NCHRP REPORT 350, "RECOMMENDED PROCEDURES FOR THE SAFETY PERFORMANCE EVALUATION OF HIGHWAY FEATURES" AND/OR "MANUAL FOR ASSESSING SAFETY HARDWARE" (MASH).
9. CONTRACTOR SHALL RECORD EXISTING PAVEMENT MARKINGS AND RESTORE ALL MARKINGS TO EXISTING CONDITIONS AT THE CONCLUSION OF CONSTRUCTION AT EACH LOCATION.
10. CONTRACTOR SHALL REMOVE ALL TRAFFIC CONTROL DEVICES IMMEDIATELY WHEN NO LONGER NEEDED.
11. UNLESS OTHERWISE NOTED, ALL PAVEMENT MARKINGS, SIGNS AND OTHER TRAFFIC EQUIPMENT REMOVED OR DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED IN CONFORMANCE WITH THE CONTRACT DOCUMENTS.
12. CONTRACTOR SHALL INSTALL, RENEW, AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AS SHOWN ON THE DRAWINGS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
13. ACCESS/EGRESS TO ALL ABUTTERS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
14. THE CONTRACTOR SHALL MAINTAIN ADA COMPLIANT ACCESS AT ALL TIMES INCLUDING PEDESTRIAN GUIDANCE SYSTEMS. ALL PEDESTRIAN DETOURS OR BYPASSES SHALL BE ADA COMPLIANT WITH PROPER BARRICADES, RAILINGS, RAMPS, SIGNS, ETC.
15. CONTRACTOR SHALL MAINTAIN EMERGENCY PASSAGE AT ALL TIMES TO BUILDINGS WITHIN AND ADJACENT TO THE PROJECT LIMITS AS WELL AS A LARGER AREA IF AFFECTED BY CONSTRUCTION CONDITIONS. CONTRACTOR SHALL MAINTAIN 24 HOUR EMERGENCY VEHICLE ACCESS TO CONSTRUCTION AREAS.
16. CONTRACTOR SHALL COORDINATE WITH ABUTTERS FOR THE PROPOSED WORK AND SHALL NOTIFY EACH ABUTTER AT LEAST 24 HOURS IN ADVANCE OF THE START OF THE WORK THAT WILL REQUIRE TEMPORARY CLOSURE OF ACCESS TO THEIR PROPERTY.
17. THE CONTRACTOR SHALL COORDINATE THE WORK WITH ALL ABUTTING PROJECTS.
18. ALL TEMPORARY TRAFFIC CONTROL WORK SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND ALL REVISIONS, UNLESS SUPERCEDED BY THESE PLANS.
19. THE FIRST FIVE (5) PLASTIC DRUMS OF A TAPER SHALL BE MOUNTED WITH TYPE A LIGHTS.
20. ALL SIGNS SHALL BE MOUNTED ON THEIR OWN STANDARD SIGN SUPPORTS.
21. FOR WORK LOCATED OFF THE ROAD, CONTRACTORS SHALL PLACE W20-1, MA-R2-10a, AND MA-R2-10e SIGNS WITHIN THE VICINITY OF THE WORK ZONE.



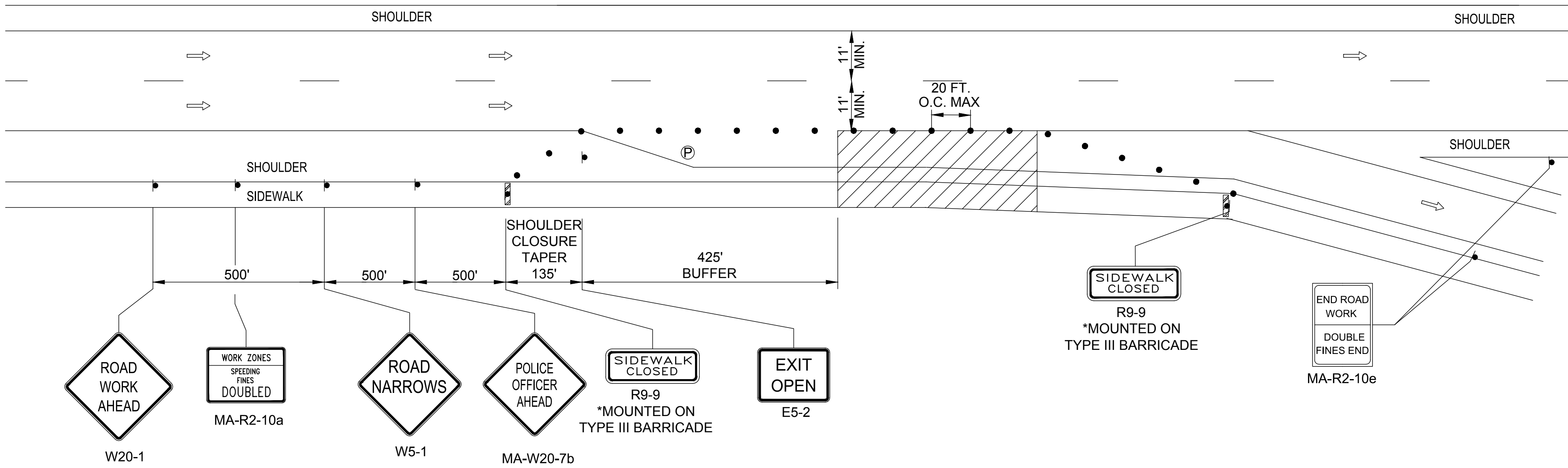
TRAFFIC MANAGEMENT PLAN
FOR WATER MAIN REPLACEMENT
SIDEWALK AND SHOULDER CLOSURE TYPICAL
NOT TO SCALE

TRAFFIC DEVICE LEGEND

- WORK ZONE
- DIRECTION OF VEHICULAR TRAFFIC
- SIGN
- TYPE III BARRICADE
- REFLECTORIZED PLASTIC DRUM OR 36" CONE
- POLICE OFFICER

NOTES:

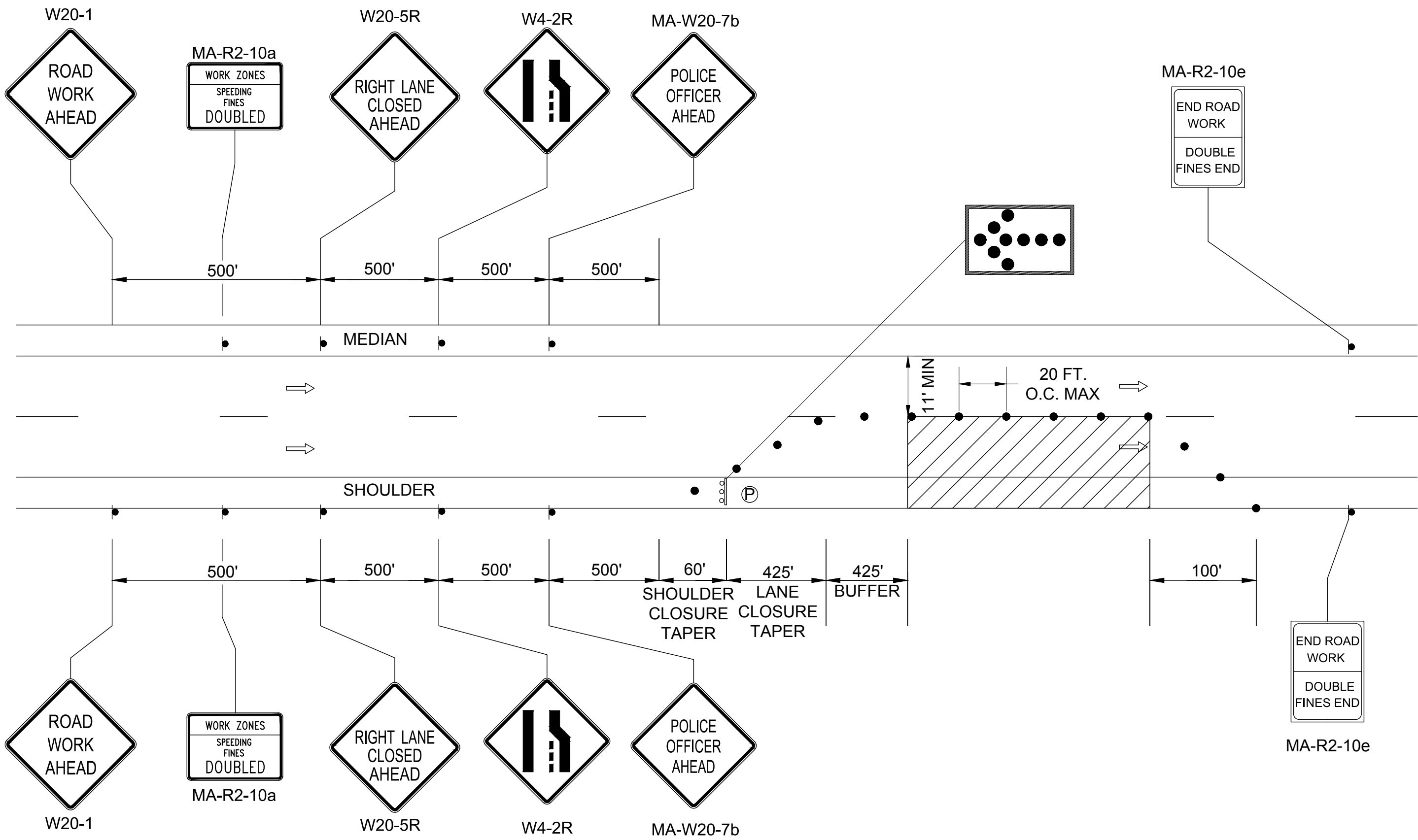
1. ALL WORK CONDUCTED ON SIDEWALKS SHALL BE COMPLETED DURING NIGHT TIME HOURS.
2. MAINTAIN 11' MINIMUM LANE WIDTH OR MAINTAIN EXISTING LANE WIDTH IF LESS THAN 11'.
3. THIS TRAFFIC CONTROL DETAIL SET UP SHALL BE UTILIZED FOR WORK ALONG ROUTE 9 EASTBOUND AND WESTBOUND.



TRAFFIC MANAGEMENT PLAN
FOR WATER MAIN REPLACEMENT
EXIT RAMP TYPICAL
NOT TO SCALE

NOTES:

1. ALL WORK CONDUCTED ON SIDEWALKS SHALL BE COMPLETED DURING NIGHT TIME HOURS.
2. MAINTAIN 11' MINIMUM LANE WIDTH OR MAINTAIN EXISTING LANE WIDTH IF LESS THAN 11'.
3. THIS TRAFFIC CONTROL DETAIL SET UP SHALL BE UTILIZED FOR WORK ON THE ROUTE 9 WESTBOUND OFF RAMP TO ROUTE 27 NORTHBOUND.



TRAFFIC MANAGEMENT PLAN
FOR WATER MAIN REPLACEMENT
RIGHT LANE CLOSURE ON DIVIDED HIGHWAY TYPICAL
NOT TO SCALE

NOTES:

1. MAINTAIN 11' MINIMUM LANE WIDTH OR MAINTAIN EXISTING LANE WIDTH IF LESS THAN 11'.
2. THIS TRAFFIC CONTROL DETAIL SET UP SHALL BE UTILIZED FOR WATER MAIN REPLACEMENT ALONG ROUTE 9 WESTBOUND.

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

WATERMAIN REHABILITATION/
REPLACEMENT RT. 9, 27 & 135

TEMPORARY TRAFFIC
MANAGEMENT
PLANS

GREEN INTERNATIONAL AFFILIATES, INC.
CIVIL & STRUCTURAL ENGINEERS
239 LITTLETON ROAD, SUITE 3
WESTFORD, MASSACHUSETTS

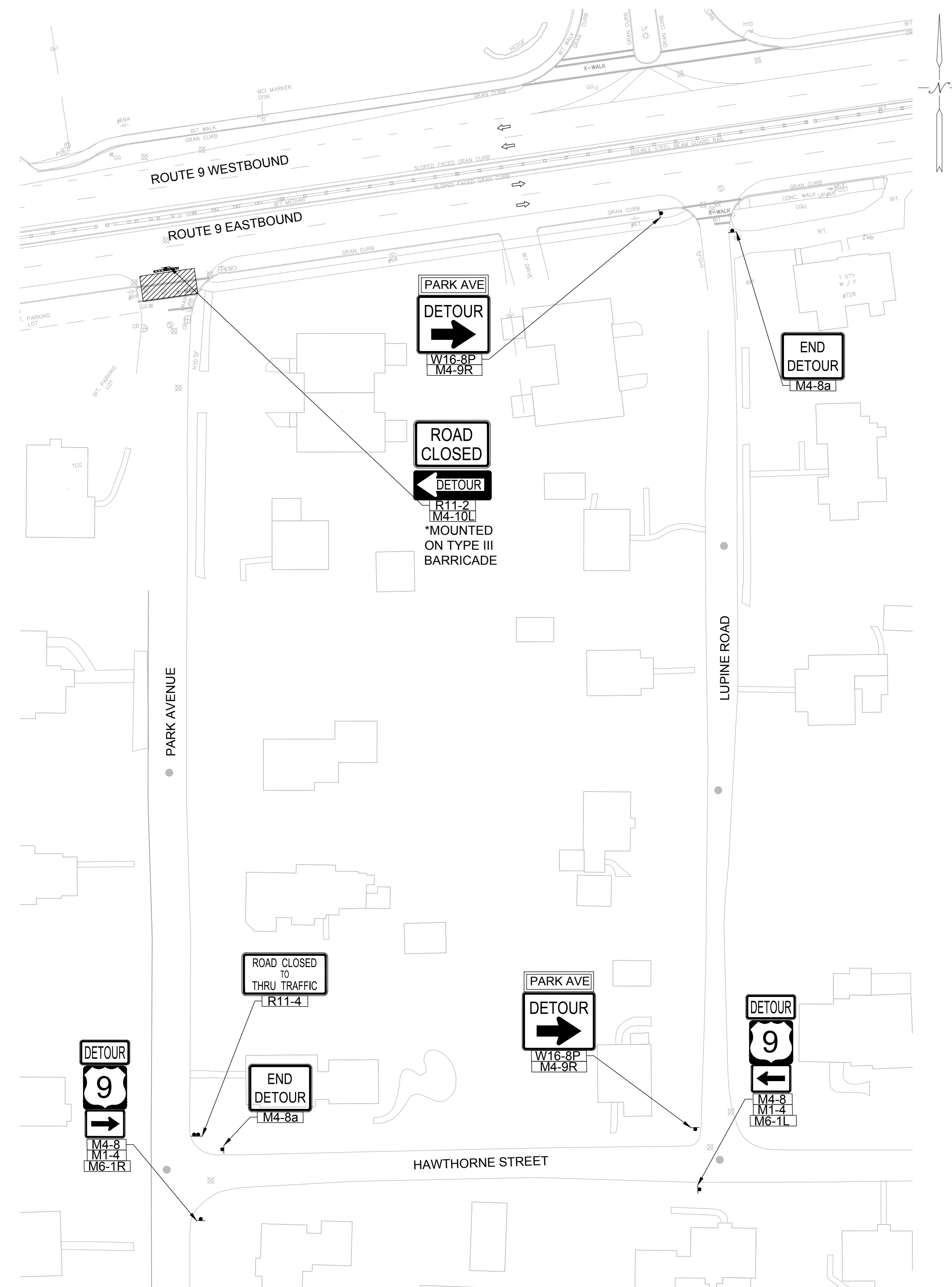


CHECKED	DATE	BY	DATE	BY
	3/22/2019	JG/WW		

14 OF 17	CONTRACT NO.: W-153	SCALE: AS NOTED	DATE DRAWN: FEBRUARY 2019	DRAWN BY: AV	FILE NO.: NAT_501_TMP-DWG
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DWG. NO.

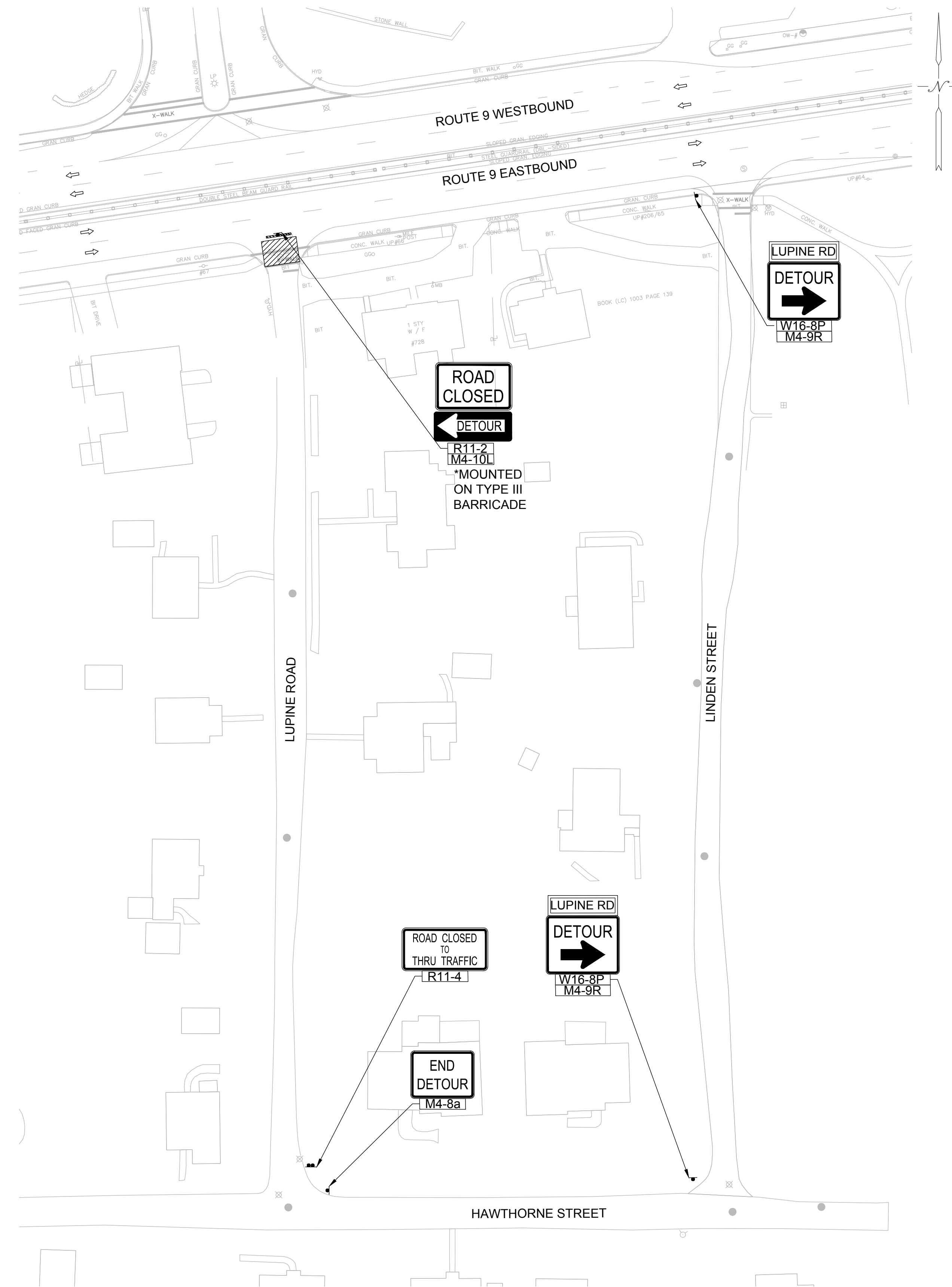
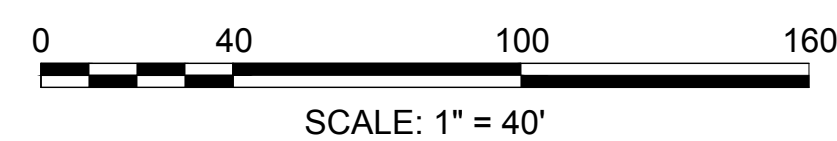
14



- NOTES:**
1. THE FOLLOWING DETOUR SHALL BE UTILIZED WITH THE SIDEWALK AND SHOULDER CLOSURE TYPICAL SET-UP ALONG ROUTE 9 EASTBOUND.
 2. ALL WORK DURING THE PARK AVENUE DETOUR SHALL BE COMPLETED DURING NIGHT TIME HOURS.

TRAFFIC DEVICE LEGEND

- | | |
|---|--|
|  | WORK ZONE |
|  | DIRECTION OF VEHICULAR TRAFFIC |
|  | SIGN |
|  | TYPE III BARRICADE |
|  | REFLECTORIZED PLASTIC DRUM OR 36" CONE |
|  | POLICE OFFICER |



- NOTES:
1. THE FOLLOWING DETOUR SHALL BE UTILIZED WITH THE SIDEWALK AND SHOULDER CLOSURE TYPICAL SET UP ON ROUTE 9 EASTBOUND.
 2. ALL WORK DURING THE LUPINE ROAD DETOUR SHALL BE COMPLETED DURING NIGHT TIME HOURS.



15 OF 17	CHECKED	DATE	BY
CONTRACT NO.: W-153	REVISD	3/22/2019	JG/WW
SCALE: AS NOTED	DATE		BY
DATE DRAWN: FEBRUARY 2019			
DRAWN BY: AV			
FILE NO.: NAT_501_TMP.DWG			

16

Town of Natick
Invitation for Bids
Contract No. W-153
Bid

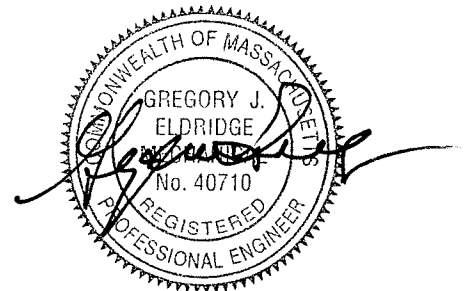
**WATER MAIN REHABILITATION/REPLACEMENT RT 9
& RT 135**



SEALED BIDS will be received at the Procurement Office by:

Date: April 17, 2019
Time: 11:00 A.M. Local Time
Place: **DPW Building**
75 West Street
Natick, MA 01760

Haley and Ward, Inc.
Civil and Environmental Engineers
63 Great Road, Suite 200
Maynard, Massachusetts 01754
PHONE: (978) 648-6025 FAX: (978) 648-6068



SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

PART II - STATE AND LEGAL GOVERNMENT PROVISIONS

State and Local Government provisions included herein, have been selected from those to which specific references have been made elsewhere in the Contract Documents. Each and every other provision of law or clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and our provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

1.0 State Government Provisions were current as of March 6, 2019.

1.1 Contractor and Owner agree that the following provisions of the Commonwealth of Massachusetts apply to the work to be performed under this Contract, and that these provisions supersede any conflicting provisions of said Contract.

1.1.1 CHAP. 30 M.G.L, SECTION 39F

Construction contracts; assignment and subrogation; Subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts

Section 39F. (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the

subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts

shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right

to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.

1.1.2 CHAP. 30 M.G.L. SECTION 39G

Completion of public works; semi-final and final estimates; payments; extra work; disputed items

Section 39G. Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one per cent retainage, if held by the awarding authority, on that work, including the quantity, price and all but one per cent retainage, if held by the awarding authority, for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of

payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage, if held by the awarding authority, on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided,

that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one per cent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

1.1.3 CHAP. 30 MGL SECTION 39K

Public building construction contracts; payments

Section 39K. Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate

for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.

1.1.4 CHAP. 30 MGL SECTION 39M

Contracts for construction and materials; manner of awarding

(a) Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is and estimated by the awarding authority to cost less than \$10,000 dollars shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The awarding authority shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. An awarding authority that utilizes a vendor on a statewide contract procured through the operational services division, or a blanket contract procured by the awarding authority pursuant to this section, shall be deemed to have obtained the contract through sound business practices.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response.

An awarding authority may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this subsection. An awarding authority may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to this section or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost more than \$50,000, and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection (1) of

section 44A of chapter 149, estimated to cost more than \$50,000 but not more than \$150,000, shall be awarded to the lowest eligible responsible bidder on the basis of competitive bids publicly opened and read by the awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of: (1) a bid bond, (2) cash, or (3) a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of the bid deposit shall be 5 per cent of the value of the bid. Any person submitting a bid pursuant to this section shall, on such bid, certify as follows:

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(Name of person signing bid)

(Company)

This subsection shall not apply to the award of any contract subject to the provisions of sections 44A to 44J, inclusive, of chapter 149 and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency: (1) caused by enemy attack, sabotage or other such hostile actions or (2) resulting from an imminent security threat explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this subsection to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided, that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said name or described materials.

(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in

duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

(d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of highways at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than \$50,000 awarded by a governmental body, as defined by section two of chapter thirty B, in accordance with the provisions of section five of said chapter thirty B; and (5) to any contract solely for the purchase of material awarded by a governmental body, as defined by section 2 of chapter 30B, in accordance with section 5 of said chapter 30B, or procured through the operational services division pursuant to sections 22 and 52 of chapter 7.

(e) The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

1.1.5 CHAP. 30 MGL SECTION 39N

Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an Awarding Authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

Definitions; contract provisions; management and financial statements; enforcement

(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.

(3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

(4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

(5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

(6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

(7) "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:

(1) transactions are executed in accordance with management's general and specific authorization;

(2) transactions are recorded as necessary

i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. to maintain accountability for assets;

(3) access to assets is permitted only in accordance with management's general or specific authorization; and

(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to

(1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the commissioner of capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

1.1.9 CHAP. 149 MGL SECTION 25

Lodging, board and trade of public employees; statute part of employment contract

Every employee in public work shall lodge, board and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, for the doing of public work shall

directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment.

1.1.10 CHAP. 149 MGL SECTION 26

Public works; preference to veterans and citizens; wages

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4 and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or sub-contracting for such works, shall give preference to veterans and citizens who are residents of such county, town, authority or district and, within such preference, preference shall be given to service-disabled veterans. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided further, that in towns where no such rate or rates have been so established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town, authority or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Permanent and temporary laborers employed by the state department of highways and by the metropolitan district commission shall receive such salary or compensation as may be fixed under and in accordance with sections forty-five to fifty inclusive of chapter thirty.

1.1.11 CHAP. 149 MGL SECTION 34

Public contracts; stipulation as to hours and days of work; void contracts

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid; provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or sub-contractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

1.1.12 CHAP. 149 MGL SECTION 34A

Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute

Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such contractor. The superior court shall have jurisdiction in equity to enforce this section.

Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

1.1.13 CHAP. 149 MGL SECTION 34B

Contracts for public works; wages for reserve police officer

Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.

1.1.14 CHAP.149 MGL SECTION 44A

(1) The words defined in this section shall have the meaning set forth below whenever they appear in sections forty-four A through forty-four H, inclusive, of this chapter unless indicated otherwise or unless the context in which they are used clearly requires a different meaning.

"Commissioner", means the commissioner of the division of capital asset management and maintenance or his designee.

"Public Agency" means a department, agency, board, commission, authority, or other instrumentality of the commonwealth or political subdivision of the commonwealth, or two or more subdivisions thereof but not including the Massachusetts Bay Transportation Authority;

"Responsible" means demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of section forty-four D of this chapter;

"Eligible" means able to meet all requirements for bidders or offerors set forth in sections forty-four A through forty-four H of this chapter and not debarred from bidding under section forty-four C of this chapter or any other applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

"Modular Building", a pre-designed building or units of a pre-designed building assembled and equipped with internal plumbing, electrical or similar systems prior to movement to the site where such units are attached to each other and such building is affixed to a foundation and connected to external utilities; or any portable structure with walls, a floor, and a roof, designed or used for the shelter of persons or property, transportable in one or more sections and affixed to a foundation and connected to external utilities.

"Procurement", buying, purchasing, or otherwise acquiring and installing a modular building, and all functions that pertain to the acquisition and installation of a modular building, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

"Proprietary environmental technology systems", systems, in the town of Nantucket, including solid waste related equipment, supporting structures, and buildings, designed, manufactured, and produced under exclusive individual right to sell such product, pertaining to solid waste related environmental protection or remediation. Such systems shall include, but not be limited to, sequential,

turnkey, construction management, design/build procurement, and the phasing of such procurement, including approval of design and construction stages as separate or combined phases.

(A) Every contract or procurement for the construction, reconstruction, installation, demolition, maintenance or repair of a building by a public agency estimated to cost less than \$10,000 shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The public agency shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. A public agency that utilizes a vendor on a statewide contract procured through the operational services division of the commonwealth, or a blanket contract procured by the public agency pursuant to this subsection, shall be deemed to have obtained the contract through sound business practices.

(B) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building estimated to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible person offering to perform the contract at the lowest price. The public agency shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the public agency and the time period within which the work shall be completed. The public agency shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response. A public agency may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this paragraph. A public agency may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to either section 39M of chapter 30 or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000. For purposes of this paragraph, the term "public notification" shall include, but not be limited to, posting at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the public agency, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the public agency; provided, however, that if the public agency obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the public agency, public notification is not required.

(C) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than \$50,000 but not more than \$150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read in accordance with the procedure set forth in said section 39M of said chapter 30. The term "pumping station" as used in this section shall mean a building or other structure which houses solely pumps and appurtenant electrical and plumbing fixtures.

(D) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than \$150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible general bidder on the basis of competitive bids in accordance with the procedure set forth in section 44A to 44H, inclusive.

(E) When the general court has approved the use of an alternative mode of procurement of construction for a project pursuant to section 7E of chapter 29, the awarding authority responsible for procuring construction services for the project shall follow the policies and procedures of this section and of section 44B to 44H, inclusive, to the extent compatible with the mode of construction procurement selected.

(F) Notwithstanding paragraph (E), a public agency may undertake the procurement of modular buildings, in accordance with section 44E. A public agency may procure site work for modular buildings, including but not limited to, construction of foundations, installations, and attachment to external utilities, or any portion of site work, either in combination with the procurement of modular buildings pursuant to section 44E or on the basis of competitive bids pursuant to the paragraph (E). Notwithstanding the paragraph (E), a public agency may procure energy management services in accordance with section 11C of chapter 25A and regulations promulgated thereunder.

(G) Every contract by a state agency or state assisted contract for design, construction, reconstruction, installation, demolition, maintenance or repair shall set forth the participation goals of minority and women workers to be employed on each such contract and the processes and procedures to ensure compliance with those workforce participation goals, including reporting and enforcement provisions.

(3) The award of every such contract in connection with which approval by an officer, board or agency of the federal government is required shall be made within thirty days, Saturdays, Sundays and legal holidays excluded, after such approval; and the award of every contract subject to this section in connection with which approval by an officer, board or agency of the federal government is not required shall be made within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids therefor. If the bidder selected as the general contractor fails to perform his agreement to execute a contract in accordance with the terms of his bid and furnish a performance bond and also a labor and materials or payment bond as stated in his bid in accordance with section forty-four E, an award shall be made to the next lowest responsible and eligible bidder, subject to the provisions of sections forty-four A to forty-four H, inclusive, of this chapter. The thirty-day time limit shall not be applicable to a second or subsequent award made after expiration of the time limit with the consent of said next lowest responsible and eligible bidder, and made because the original award made within the time limit was invalid, or because the bidder failed to execute the contract or to provide a performance bond and labor and materials or payment bond.

(4) In cases of extreme emergency, the awarding authority may, with the prior approval of the commissioner, award a contract for that portion of the work necessary to preserve the health or safety of persons or property or to alleviate an imminent security threat on the basis of such competitive bids or proposals as it can obtain in time to care for the extreme emergency and without public opening of the bids or proposals.

Where the nature of the emergency prevents the awarding authority from obtaining the prior approval of the commissioner, the awarding authority may contract for the necessary work without said prior approval; provided, however, that the approval of the commissioner shall still be sought at the earliest possible time; and provided, further, that if the commissioner at that time fails to approve the emergency determination the awarding authority shall promptly cease all work for which the emergency determination was denied. In such cases, the contractor shall be entitled to payment for the fair value of the labor and materials furnished prior to cessation of the work.

The commissioner shall maintain a record of all contracts awarded pursuant to this subsection, containing a description of the circumstances and the reasons for the commissioner's determination.

(5) (a) Notwithstanding the provisions of this section or any other general or special law to the contrary, a municipality may enter into a contract for proprietary environmental technology systems as defined in subsection (1) of this section without said contract being subject to the competitive bid process as set forth in sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven; this section and sections forty-four B to forty-four H, inclusive, of this chapter, and section thirty-nine M of chapter thirty; provided that the awarding authority meets the conditions set forth and receives the approvals required in paragraph (b) of this subsection.

(b) Prior to the issuance of any request for proposal with respect to the awarding of any contract pursuant to the provisions of paragraph (a) of this subsection, the awarding authority shall meet or obtain each of the following conditions or required approvals: (1) the municipality shall appoint qualified persons to conduct a thorough review of all available environmental technology, including both proprietary and non-proprietary environmental technology, and if the conclusion of this review is that a contract for proprietary environmental technology systems is in the public interest, such conclusion shall be supported by sound documented reasons in writing available for public inspection; (2) the 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.

1.1.15 CHAP.149 MGL SECTION 44G(D)

(D) Every contract subject to section forty-four A shall include specifications for the installation of weather protection and shall require that the contractor shall install the same and that he shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the commissioner or his designee.

INSURANCE CERTIFICATION FORM

This form is to be completed by an authorized representative of each insurance company providing coverages, to verify that contract insurance requirements are provided.

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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WORKMAN'S COMPENSATION
(Contractor as Insured)

SC 5.4	Workman's Compensation	_____	# _____	\$ _____	_____
SC 5.4	Employer's Liability	_____	# _____		
	a. Each Accident			\$ _____	_____
	b. Disease Policy Limit			\$ _____	_____
	c. Disease Each Employee			\$ _____	_____

COMMERCIAL GENERAL LIABILITY
(Contractor as Insured, Owner and Engineer as Additional Insured)

SC 5.4	General Liability	_____	# _____		
	a. General Aggregate			\$ _____	_____
	b. Each Occurrence			\$ _____	_____
	1. Premises/Operations			\$ _____	_____
	2. Products/Completed Operation			\$ _____	_____
	3. Contractual			\$ _____	_____
	4. Independent Contractors			\$ _____	_____
	5. Broad Form Property Damage			\$ _____	_____
	6. Personal Injury			\$ _____	_____
	7. Medical Expense			\$ _____	_____
	8. XCU			\$ _____	_____

AUTOMOTIVE LIABILITY
(Contractor as Named Insured)

a.	Combined Single Limit	_____	# _____	\$ _____	_____
	1. Scheduled Autos			\$ _____	_____
	2. Hired Autos			\$ _____	_____
	3. Non Owned Autos			\$ _____	_____

INSURANCE CERTIFICATION FORM (Continued)

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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EXCESS UMBRELLA LIABILITY

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____

INSTALLATION FLOATER

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____
c.	Installation Floater	_____	# _____	\$ _____	_____

BUILDER'S ALL RISK

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____
c.	All Risk	_____	# _____	\$ _____	_____

OWNER'S PROTECTIVE LIABILITY

(Owner and Engineer as Named Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____

I hereby certify that the information contain herein is accurate to the best of knowledge.

SIGNATURE

PRINTED NAME

DATE

PRINTED TITLE

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

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

Example Calculation Sheet

(1)	Labor		
	Foreman	10 hrs @ \$45.00/hr.	\$ 450.00
	Engineer	10 hrs @ 35.00/hr.	350.00
	Operator	10 hrs @ 40.00/hr.	400.00
	Laborers	24 hrs @ 28.00/hr.	672.00
			\$ 1,872.00
(2)	Direct Labor Cost (use the agreed upon Direct Labor Cost) *(30) % of \$1,872 *(used for example purposes only)		561.60
(3)	Materials & Freight		
	150 l.f. of 12" pipe @ \$15.00/l.f.	\$2,250.00	
	15 v.f. precast SMH	2,500.00	
	Freight (slip # Enclosed)	110.00	
			4,860.00
(4)	Equipment		
	1 Backhoe 10 hrs @ \$140.00/hr.	\$1,400.00	
	1 Truck crane 10 hrs @ \$180.00/hr.	1,800.00	
			- 3,200.00
	Total items 1 through 4)		\$ 10,493.60
(5)	15% markup for Overhead, Profit		
	15% of \$10,493.60		\$ 1,574.04
(6)	5% markup for General Contractor (if Subcontractor is involved)		
	5% of \$10,493.60		524.68
(7)	Credits deductible		- 323.00
	Total Cost		\$ 12,269.32

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculations, Blue Book equipment rental rate printouts, photographs, reports, etc.

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INTRODUCTORY PAGES

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

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APPENDIX

MassDOT Roadway Permit
MassDOT Special Details

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

INVITATION FOR BIDS

Pursuant to the provisions of Chapter 30, Section 39M of the General Laws of the Commonwealth of Massachusetts (M.G.L. c. 30, §39M), the Town of Natick, the Awarding Authority, (hereinafter referred to as "Owner"), by the Natick Board of Selectmen of the Town of Natick, Massachusetts, invites sealed Bids for the General Contract from responsible and eligible bidders for the Water Main Rehabilitation/Replacement Rt 9 & Rt 135 project. Sealed Bids shall be received for the General Contract until WEDNESDAY, APRIL 17, 2019, 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 CONTRACT NO. W-153 WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135."

The work consists of installing approximately seven hundred twenty-five (725) linear feet of eight-inch (8") diameter water main, cleaning and lining approximately seven thousand nine hundred (7,900) linear feet of eight-inch (8"), ten-inch (10") and twelve-inch (12") diameter water main, and replacing twenty four (24) water services. The project also includes additional items if funds are available for cleaning and lining approximately twenty five hundred (2,500) linear feet of ten-inch (10") diameter water main. 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.

Bidding documents are available in electronic PDF file format and hard copy format. Electronic file can be obtained by contacting Haley and Ward at (978) 648-6025 jschiavi@haleyward.com. Hard copy documents may be obtained from the office of Haley and Ward, Inc., 63 Great Road, Suite 200, Maynard, MA 01754-2097, 8:00 A.M. to 4:30 P.M. local time, Monday through Friday, and may be reviewed at the office of the Department of Public Works, 75 West Street, Natick, MA 01760, between the hours of 9:00 A.M. to 4:00 P.M. local time, Monday through Thursday, and 9:00 A.M. to 12:00 P.M. (noon) local time on Friday, beginning at 11:00 A.M. local time on WEDNESDAY, March 27, 2019.

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

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

Complete instructions for filing Bids are included in the Instructions to Bidders. Every Bid shall be submitted in full accordance with those Instructions to Bidders. Bids shall be valid only when accompanied by all of the following: (1) a fully completed and properly executed "Bid Form for General Bid"; (2) Bid security in the amount of five percent (5%) of the amount bid, in a form as described in the Instructions to Bidders and made payable to the "Town of Natick Board of Selectmen."

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

Bids for this Contract are subject to the provisions of M.G.L. c. 30, §39M. The successful Bidder will be required to furnish a Payment and Performance Bond, with a surety company which is acceptable to Owner, each in the amount of one hundred percent (100%) full amount of the Contract. Contract payment will be by the 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. This Contract includes a price adjustment clause for gasoline and diesel fuel, Portland cement and liquid asphalt used on-site from start through the completion date, as contained in Section 01015 – Price Adjustments for Specific Materials.

TOWN OF NATICK
Board of Selectmen
Any K. Mistrot, Chairman
Susan G. Salamoff, Vice Chairman
Michael J. Hickey Jr. , Clerk
Richard P. Jennett, Jr.
Jonathan H. Freedman

Town Administrator
Melissa Malone
Director of Public Works
Jeremy Marsette, P.E.
HALEY AND WARD, INC.,
ENGINEERS
Maynard, MA 01754-2097

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

INSTRUCTIONS TO BIDDERS

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NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

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 DPW Building, 75 West Street, Natick, MA 01760, until Wednesday, April 17, 2019, 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 Contract No. W-153 WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135" and also shall bear the name of the Bidder, his address, his contact telephone number, and also his license number, if applicable. If forwarded by mail, the sealed envelope containing the Bid shall be enclosed in another envelope addressed to the Procurement Office, DPW Building, 75 West Street, Natick, MA 01760. The Bid Security shall be attached to the signature page of the Bid.

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

1.4 The Bid Documents, including Specifications and Drawings, may be reviewed at the Office of the Natick Department of Public Works, 75 West Street, Natick, MA 01760, between the hours of 9:00 A.M. to 4:00 P.M. local time, Monday through Thursday, and 9:00 A.M. to 12:00 P.M. (noon) local time on Friday, beginning at 11:00 A.M. local time on Wednesday March 27, 2019.

1.5 Complete sets of the Bid Documents may be obtained from Haley and Ward, Inc., Consulting Engineers ("the Engineer" or "ENGINEER"), 63 Great Road, Suite 200, Maynard, MA during normal business hours, beginning on Wednesday, March 27, 2019 between 8:00 A.M. and 4:30 P.M. local time for the deposit sum stated in the Invitation for Bids. The deposit will be refunded to document holders of record who return the Bid Documents to the Engineer in good condition within fourteen (14) days after opening of Bids for work of the General Contract. One (1) set of the Bid Documents will be furnished for the deposit sum stated in the Invitation for Bids.

1.6 All requests for mailing of Bid Documents shall be accompanied by a separate nonrefundable mailing fee in the amount stated in the Invitation for Bids. The mailing fee shall be in cash or a separate check made payable to the Engineer. One (1) set of Bid Documents will be mailed for the mailing fee stated in the Invitation for Bids.

1.7 CONTRACTOR may request to download bid documents for free by contacting the Engineer

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

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

2. SCOPE OF WORK/LOCATION OF WORK:

- 2.1 The Work for this project consists of the following scope items.
- a. Installing approximately eight hundred twenty (820) linear feet of eight-inch (8") diameter water main lining in Route 9.
 - b. Cleaning and lining approximately three thousand three hundred (3,300) linear feet of twelve-inch (12") diameter water main in Route 9.
 - c. Cleaning and lining approximately one thousand six hundred and eighty (1,680) linear feet of eight-inch (8") diameter water main in Route 9 and 27.
 - d. Cleaning and lining approximately three thousand one hundred (3,100) linear feet of ten-inch (10") diameter water main in East Central Street.
 - e. Replacing twenty-four (24) water services in East Central Street.
 - f. Complete twelve-inch (12") water main connections on Bacon Street and near the Town Forest Water Storage Tank.
 - g. Provide temporary water main where required by Contract Documents.
 - h. Provide required traffic controls where required by Contract Documents.
- 2.2 The Contract includes additional work if funding is available to clean and line twenty five hundred (2,500) linear feet of ten-inch (10") diameter water main in Bacon Street.

2.3 The location of work of this project is in East Central Street and Worcester Street (Route 9), North Main Street (Route 27) within the Town of Natick borders, and as indicated on the Contract Drawings.

2.4 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.

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

3. SCHEDULING:

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

3.2 Work on East Central Street can not start until 8:30 am due to the traffic concerns.

3.3 Work on North Main Street (Route 27) no gravel pits over July 4th holiday, due to fourth of July Parade.

3.4 Work on Route 9 and Route 27 MassDOT Permit, see appendix for time limitations.

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 subcontractors will be favorably considered by the OWNER, and each Bidder shall include in the space provided in the Bid, evidence of such experience with satisfactory references, and shall provide on request, information as to organization and equipment available to him for the performance of the work under this Contract.

7.2 For the purposes of this Contract, experienced Contractor shall mean the Contractor and their Subcontractors have a minimum of five (5) successful years of experience in installation of water main installation, and cleaning and lining water mains.

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 will mail within thirty (30) days prior written notice to the certificate holder named to the left”.

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

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

16. INDEMNIFICATION:

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

17. CONTRACT SIGNING AND NOTICE TO PROCEED:

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

18. TIME OF STARTING:

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

18.3 If the Contractor chooses to complete the work over two construction seasons, the Rt 9 and Rt 27 water main work must be completed in the 2019 construction season.

19. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

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

19.3 It is the intention of this Contract to complete the work, in operating condition as soon as practicable, but not later than three hundred and seventy (370) consecutive calendar days after the start date to be indicated on the Notice to Proceed.

19.4 There are two separate completion dates for the contracts, 1) Route 9/27 and 2) East Central, Bacon and Town Forest water mains should the Contract choose to utilize the 2019 and 2020 construction seasons. The Owner is requiring at least one of two projects to be completed in 2019.

1. Route 9 and 27 cleaning and lining replacement projects.
2. East Central services and cleaning and lining, Bacon Street cleaning and lining (if approved) and Bacon Street tie-in and Town Forest tie-in.

19.5 FIRST YEAR PROJECT: The projects are separated as follows. The Successful Bidder agrees to pay as liquidated damages, the sum of four hundred (\$400.00) per day for each calendar day beyond one hundred and twenty (120) calendar days (substantial completion) for which work is not substantially completed and eight hundred (\$800.00) per day for each calendar day beyond three hundred (300) calendar days, for which all work included in the Contract Documents is not substantially completed and agrees that this sum is not contingent upon any financial losses incurred by the OWNER due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from CONTRACTOR'S payment.

19.6 SECOND YEAR PROJECT : The Successful Bidder agrees to pay as liquidated damages, the sum of four hundred (\$400.00) per day for each calendar day beyond three hundred and fifty (350) calendar days (substantial completion) for which work is not substantially completed and eight hundred (\$800.00) per day for each calendar day beyond three hundred and seventy (370) calendar days, for which all work included in the Contract Documents is not substantially completed and agrees that this sum is not contingent upon any financial losses incurred by the OWNER due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from CONTRACTOR'S payment.

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

19.8 CONTRACTOR to schedule the work on East Central Street to start after Monday April 15, 2020, if that project is completed in 2020, to avoid impact to the Boston Marathon race that utilizes East Central Street. Work on North Main Street (Route 27) cannot start before forth of July, due to parade. See MassDOT permit in the Appendix for all scheduling limitations.

19.9 For this project, substantially complete shall be considered when the water mains are on-line and all trenches are paved.

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 “Watermain Rehabilitation/Replacement Rt 9 & Rt 135”.

22. UNBALANCED BIDS:

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

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

23. SAFETY AND HEALTH REGULATIONS:

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

23.2 Each Bidder shall certify that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he shall comply fully with all laws and regulations applicable to awards made subject to section 44A.

24. SALES TAX EXEMPTION:

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

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

25. PERMITS AND LICENSES:

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

25.2 A MassDOT permit has been issued for the Rt 9 & Rt 27 work, see appendix. Any discrepancies between the Contract Specifications/Drawings and the permit, the MassDOT permit shall govern.

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

END OF SECTION

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

BID

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NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

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. For the Project the Contractor must, at a minimum, must complete one of the two identified projects in 2019. The projects are 1) Route 9 and 27 Water Mains and 2) East Central, Bacon Street and Town Forest Water Mains. Therefore, 2019 project will be substantially completed as soon as practicable, but no later than one hundred and twenty (120) consecutive calendar days thereafter, and will be fully completed within three hundred (300) consecutive calendar days unless an extension of time is granted. Therefore, 2020 project will be substantially completed as soon as practicable, but no later than three hundred and fifty (350) days thereafter and will be fully completed within three hundred and seventy (370) consecutive calendar days unless an extension of time is granted. Bidder further agrees to pay as liquidated damages, the sum of Four Hundred Dollars (\$400.00) for each consecutive calendar day thereafter that work is not substantially completed, with the exception of final re-surfacing. Bidder further agrees to pay as liquidated damages the sum of Eight Hundred Dollars (\$800.00) for each consecutive day thereafter, that all is work is not completed as provided in the Information for Bidders Section of this Contract, and agrees that this sum is not contingent upon any financial losses incurred by the Owner due to the delay, and not to be considered as a penalty, but an agreed upon sum to be deducted from Contractor's payment. Bidder also agrees to the individual contract completion dates and liquidated damages outlined in the Instruction to Bidders.

Bidder acknowledges receipt of Addenda:

#1 _____ #2 _____ #3 _____

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

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

BID FORM

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	For Mobilization, the total lump sum price of _____ (Lump Sum Price in Words) (Maximum Allowable Bid Price for this Item is 5% of the Total Bid)	= \$ _____
2.	For Below Grade Excavation, the unit price of _____ (Unit Price in Words) per cubic yards for an estimated quantity of 40 c.y. x \$ _____ (Unit Price in Figures)	= \$ _____
3.	For Test Pit Excavation, the unit price of _____ (Unit Price in Words) per cubic yards for an estimated quantity of 55 c.y. x \$ _____ (Unit Price in Figures)	= \$ _____
4.	For Rock And Boulder Removal, the unit price of _____ (Unit Price in Words) per cubic yards for an estimated quantity of 85 c.y. x \$ _____ (Unit Price in Figures)	= \$ _____

5. For Process Gravel, the unit price of

(Unit Price in Words)

per cubic yards for an estimated quantity of

355 c.y. x \$ _____ = \$ _____
(Unit Price in Figures)

6. For Ordinary Borrow, the unit price of

(Unit Price in Words)

per cubic yard for an estimated quantity of

430 c.y. x \$ _____ = \$ _____
(Unit Price in Figures)

7. For Select Borrow, the unit price of

(Unit Price in Words)

per cubic yard for an estimated quantity of

300 c.y. x \$ _____ = \$ _____
(Unit Price in Figures)

8. For Concrete Sidewalk, the unit price of

(Unit Price in Words)

per square yards or an estimated quantity of

55 s.y. x \$ _____ = \$ _____
(Unit Price in Figures)

9. For Temporary Trench Paving, the unit price of

(Unit Price in Words)

per ton for an estimated quantity of

90 tons x \$ _____ = \$ _____
(Unit Price in Figures)

10. For Permanent Trench Paving, the unit price of

(Unit Price in Words)

per ton for an estimated quantity of

350 tons x \$ _____ = \$ _____

11. For Permanent Pit Paving, the unit price of

(Unit Price in Words)

per ton for an estimated quantity of

80 tons x \$ _____ = \$ _____
(Unit Price in Figures)

12. For Full Width Overlay Paving, the unit price of

(Unit Price in Words)

per ton for an estimated quantity of

975 ton x \$ _____ = \$ _____
(Unit Price in Figures)

13. For Dust Control , the unit price of

(Unit Price in Words)

per cubic weight for an estimated quantity of

15 cwt x \$ _____ = \$ _____
(Unit Price in Figures)

14. For Milling Rt 135 (East Central), the unit price of

(Unit Price in Words)

per square yard for an estimated quantity of

10,600 s.y. x \$ _____ = \$ _____
(Unit Price in Figures)

15. For Granite Curb, the unit price of

(Unit Price in Words)

per linear foot for an estimated quantity of

640 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

16. For Bituminous Sidewalk, the unit price of

(Unit Price in Words)

per linear foot for an estimated quantity of

28 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

17. For Loam and Seed, the unit price of

(Unit Price in Words)

per square yard for an estimated quantity of

1,000 s.y. x \$ _____ = \$ _____
(Unit Price in Figures)

18. For 6 and 8-Inch Gate Valves, the unit price of

(Unit Price in Words)

per each for an estimated quantity of

20 ea x \$ _____ = \$ _____
(Unit Price in Figures)

19. For 10 and 12-Inch Gate Valves, the unit price of

(Unit Price in Words)

per each for an estimated quantity of

12 ea. x \$ _____ = \$ _____
(Unit Price in Figures)

20. For Solid Sleeves, the unit price of

(Unit Price in Words)

per each for an estimated quantity of

88 ea. x \$ _____ = \$ _____
(Unit Price in Figures)

21. For Fittings, the unit price of

(Unit Price in Words)

per pounds for an estimated quantity of

2,900 lbs x \$ _____ = \$ _____
(Unit Price in Figures)

22. For Temporary Water Service, Rt 9, 27 & 135 the lump sum price of

(Lump Sum Price in Words)

= \$ _____

23. For Water Services Rt 135, the unit price of

(Unit Price in Words)

per linear foot for an estimated quantity of

1,500 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

24. For Water Service, the unit price of

(Unit Price in Words)

per linear foot for an estimated quantity of

30 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

25. For Service Valves, the unit price of

(Unit Price in Words)

per each for an estimated quantity of

30 ea. x \$ _____ = \$ _____
(Unit Price in Figures)

26. For Hydrant Assemblies the unit price of

(Unit Price in Words)

per each for an estimated quantity of

10 ea. x \$ _____ = \$ _____
(Unit Price in Figures)

27. For Furnishing Hydrants, the unit price of

(Unit Price in Words)

per each for an estimated quantity of

12 ea. x \$ _____ = \$ _____
(Unit Price in Figures)

28. For Pit Piping, 6-12", the unit price of

(Unit Price in Words)

per linear foot for an estimated quantity of

380 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

29. For Miscellaneous Pits, the unit price of

(Unit Price in Words)

per cubic yard for an estimated quantity of

200 c.y. x \$ _____ = \$ _____
(Unit Price in Figures)

30. For Environmental Controls, the lump sum price of

_____ = \$ _____
(Lump Sum Price in Words)

31. For Bacon Street Connection and Town Forest the unit price of

_____ = \$ _____
(Lump Sum Price in Words)

32. For Rt 9 Water Main Replacement the unit price of

_____ = \$ _____
(Unit Price in Words)

per linear foot for an estimated quantity of

820 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

33. For Rt 9 6" & 8" Water Main Cleaning and Lining, the unit price of

_____ = \$ _____
(Unit Price in Words)

per linear foot for an estimated quantity of

1,680 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

34. For Rt 9 12" Water Main Cleaning and Lining, the unit price of

_____ = \$ _____
(Unit Price in Words)

per linear foot for an estimated quantity of

3,300 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

35. For East Central 10" Water Main Cleaning and Lining, the unit price of

_____ = \$ _____
(Unit Price in Words)

per linear foot for an estimated quantity of

3,100 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

36. For Pit Flowable Fill, the unit price of

_____ = \$ _____
(Unit Price in Words)

per cubic yards for an estimated quantity of

105 c.y. x \$ _____ = \$ _____
(Unit Price in Figures)

37. For Drain Replacement, the unit price of

_____ = \$ _____
(Unit Price in Words)

per linear foot for an estimated quantity of

100 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

38. For Electronic Message Boards, the unit price of

_____ = \$ _____
(Unit Price in Words)

per day for an estimated quantity of

75 days x \$ _____ = \$ _____
(Unit Price in Figures)

39. For Line Painting, the unit price of

_____ = \$ _____
(Unit Price in Words)

per linear foot for an estimated quantity of

10,800 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

40. For Traffic Management, Rt 9 & Rt 27 the lump price of

_____ = \$ _____
(Lump Sum Price in Words)

41. For Traffic Management, East Central and Town Forest the lump sum price of

_____ = \$ _____
(Lump Sum Price in Words)

TOTAL BASE BID PRICE FOR BID COMPARISON = \$ _____

(Bid Price in Words)

ADDITIONAL ITEMS

A1 For 10-inch Gate Valve, the unit price of

(Unit Price in Words)

Per each for an estimated quantity of

10 ea. x \$ _____ = \$ _____
(Unit Price in Figures)

A2 For Solid Sleeves, the unit price of

(Unit Price in Words)

Per each for an estimated quantity of

30 ea. x \$ _____ = \$ _____
(Unit Price in Figures)

A3 For Fittings, the unit price of

(Unit Price in Words)

Per pound for an estimated quantity of

900 lbs. x \$ _____ = \$ _____
(Unit Price in Figures)

A4 For Temporary Water Service, the lump sum price of

_____ = \$ _____
(Lump Sum Price in Words)

A5 For Pit Pipe 6" & 10", the unit price of

(Unit Price in Words)

Per linear foot for an estimated quantity of

115 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

A6 For Miscellaneous Pits, the unit price of

(Unit Price in Words)

Per cubic yard for an estimated quantity of

100 c.y. x \$ _____ = \$ _____
(Unit Price in Figures)

A7 For Bacon and East Central Cleaning and Lining, the unit price of

(Unit Price in Words)

Per linear foot for an estimated quantity of

2,500 l.f. x \$ _____ = \$ _____
(Unit Price in Figures)

A8 For Temporary and Permanent Pit Resurfacing

(Unit Price in Words)

Per ton for an estimated quantity of

50 tons x \$ _____ = \$ _____
(Unit Price in Figures)

ADDITIONAL ITEMS

The Town will award the project based upon available funding. An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid. Town will consider Base Bid amount first for award consideration. If funding is available for Base Bid plus all Additional Items for Bacon and East Central Street cleaning and lining, then award will be made on Base Bid plus Additional Item total.

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 pipe bursting work in the following places:

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

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

Engineer & Contact Person _____

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

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

Engineer & Contact Person _____

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

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

Engineer & Contact Person _____

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

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

Engineer & Contact Person _____

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

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

Engineer & Contact Person _____

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

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

A. _____

B. _____

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

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

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

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

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

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

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

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

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

THIS BID SUBMITTED ON _____ 20__

By _____
Signature

Printed Name

Printed Title

By _____
(Corporation Name)

(State of Incorporation)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Telephone Number: () _____ Email Address: _____

Fax Number: () _____

TAX COMPLIANCE CERTIFICATION

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

Name of Bidder

Address of Bidder

By:

Signature

Printed Name

Printed Title

Date

CONFLICT OF INTEREST CERTIFICATION

The Bidder named below hereby certifies that:

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

Name of Bidder

Address of Bidder

By:

Signature

Printed Name

Printed Title

Date

CERTIFICATE AS TO CORPORATE BIDDER

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

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____

Signature

Printed Name

Printed Title

Date

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

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

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
Signature

Printed Name

Printed Title

Date

CERTIFICATE OF NON-DEBARMENT

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

(Company Name)

(Signature title)

Name of Bidder

Address of Bidder

By: _____
Signature

Printed Name

Printed Title

Date

CERTIFICATE OF FOREIGN CORPORATION

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

Name of Bidder

Address of Bidder

By: _____

Signature

Printed Name

Printed Title

Date

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

CONTRACT INSURANCE REQUIREMENTS

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

Name of Bidder

Address of Bidder

By:

Signature

Printed Name

Printed Title

Date

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION

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

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

Name of Bidder

Address of Bidder

By:

Signature

Printed Name

Printed Title

Date

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

BID BOND

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

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts

(Name of Owner)

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

(Address of Owner)

as OWNER in the total aggregate penal sum of

_____ Dollars (\$_____)

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

The Condition of the above obligation is such that, whereas the Principal has submitted to the Board of Selectmen, Town of Natick, Massachusetts a certain Bid, attached hereto and hereby made a part hereof and hereby incorporated by reference herein, to enter into a Contract in writing, for the Water Main Rehabilitation/Replacement Rt 9 & Rt 135 Project in Natick, Massachusetts.

NOW, THEREFORE,

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

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

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

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

ATTEST:

Principal

(Principal Secretary)

(SEAL)(s)

By _____
Signature

Printed Name

Printed Title

(Address)

(Address)

(Surety)

ATTEST:

(Witness as to Surety)

By _____
Attorney-in-Fact Signature

Printed Name

Printed Title

(Address)

(Address)

If Contractor is partnership, all partners should execute Bond.

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

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

CONTRACT SIGNING DOCUMENTS

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TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

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

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year 2019, 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 _____, doing business as a (Corporation, Partnership or Individual) hereinafter called "CONTRACTOR."

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

ARTICLE 1. WORK

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

1.2. The water main rehabilitation work for this project consists of installing approximately eight hundred twenty (820) linear feet of eight-inch (8") diameter water main, cleaning and lining, approximately eight thousand eighty (8,080) linear feet of eight-inch (8"), ten-inch (10") and twelve-inch (12") diameter water mains, and replacing twenty four (24) water services, and water main tie-ins on Bacon Street and near the Town Forest water storage tank. 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. If funds are available, work to include cleaning and lining approximately twenty-five hundred (2,500) linear feet of ten-inch (10") diameter water mains on Bacon Street.

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

ARTICLE 2. ENGINEER

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

ARTICLE 3. CONTRACT TIME

3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and Contract Documents. There are two separate work completion dates, one for 2019 water main work and one for 2020 water main work should Contractor choose to split up the projects into two construction seasons. CONTRACTOR shall substantially complete the 2019 work within one hundred and twenty (120) consecutive calendar days from Contract start date. CONTRACTOR shall complete all 2019 Work within three hundred (300) consecutive calendar days from the Contract start date. CONTRACTOR shall substantially complete the 2020 Work within three hundred and fifty (350) consecutive calendar days from Contract start date. CONTRACTOR shall complete all 2020 Work within three hundred and seventy (370) consecutive calendar days from the Contract start date. Therefore the date all work will be completed is _____, 20____.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Four Hundred** dollars (\$400.00) for each day that expires after each Substantial Completion date and **Eight Hundred** dollars (\$800.00) after each Final Completion date for each project specified in paragraph 3.1 of this section for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

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

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

CONTRACT PRICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization	1	L.S.	\$ _____	\$ _____
2.	Below Grade Excavation	40	C.Y	\$ _____	\$ _____
3.	Test Pit Excavation	55	C.Y.	\$ _____	\$ _____
4.	Rock Excavation, No Explosives	85	C.Y.	\$ _____	\$ _____
5.	Process Gravel	355	C.Y.	\$ _____	\$ _____

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6. Ordinary Borrow	430	C.Y.	\$ _____	\$ _____
7. Select Borrow	300	C.Y.	\$ _____	\$ _____
8. Concrete Sidewalk	55	S.Y.	\$ _____	\$ _____
9. Temporary Trench Paving	90	TONS	\$ _____	\$ _____
10. Permanent Trench Paving	350	TONS	\$ _____	\$ _____
11. Permanent Pit Paving	80	TONS	\$ _____	\$ _____
12. Full Width Overlay Paving	975	TONS	\$ _____	\$ _____
13. Dust Control	15	CWT	\$ _____	\$ _____
14. Milling Rt 135	10,600	S.Y.	\$ _____	\$ _____
15. Granite Curb	640	L.F.	\$ _____	\$ _____
16. Bituminous Sidewalk	38	L.F.	\$ _____	\$ _____
17. Loam and Seed	1,000	S.Y.	\$ _____	\$ _____
18. For 6 and 8 inch Gate Valves	20	EA.	\$ _____	\$ _____
19. For 10 and 12 inch Gate Valves	12	EA.	\$ _____	\$ _____
20. Solid Sleeves	88	EA.	\$ _____	\$ _____
21. Fittings	2,900	LBS	\$ _____	\$ _____
22. Temp. Water Rt 9, 27 & 135	1	L.S.	\$ _____	\$ _____
23. Water Service Rt 135	1,500	L.F.	\$ _____	\$ _____
24. Water Service	30	L.F.	\$ _____	\$ _____
25. Service Valves	30	EA	\$ _____	\$ _____
26. Hydrant Assemblies	10	EA.	\$ _____	\$ _____
27. Furnishing Hydrants	12	EA.	\$ _____	\$ _____
28. Pit Pipe, 6-12"	380	L.F.	\$ _____	\$ _____
29. Miscellaneous Pits	200	C.Y.	\$ _____	\$ _____
30. Environmental Controls	1	LS	\$ _____	\$ _____

31. Bacon and Town Forest Connection	1	L.S.	\$ _____	\$ _____
32. Rt 9 Water Main Replacement	820	L.F.	\$ _____	\$ _____
33. Rt 9 6" & 8" Cleaning & Lining	1,680	L.F.	\$ _____	\$ _____
34. Rt 9 12" Cleaning & Lining	3,300	L.F.	\$ _____	\$ _____
35. East Central 10" Cleaning & Lining	3,100	L.F.	\$ _____	\$ _____
36. Pit Flowable Fill	105	C.Y.	\$ _____	\$ _____
37. Drain Replacement	100	L.F.	\$ _____	\$ _____
38. Electronic Message Boards	75	DAYS	\$ _____	\$ _____
39. Line Painting	10,800	L.F.	\$ _____	\$ _____
40. Traffic Management, Rt 9 & 27	1	L.S.	\$ _____	\$ _____
41. Traffic Management East Central & Town Forest	1	L.S.	\$ _____	\$ _____

TOTAL BASE CONTRACT AMOUNT

\$ _____

ADDITIONAL ITEMS

A1. 10-inch Gate Valve	10	EA	\$ _____	\$ _____
A2. Solid Sleeves	30	EA	\$ _____	\$ _____
A3. Fittings	900	LBS	\$ _____	\$ _____
A4. Temporary Water Service	1	L.S	\$ _____	\$ _____
A5. Pit Pipe 10"	115	L.F.	\$ _____	\$ _____
A6. Miscellaneous Pits	100	C.Y.	\$ _____	\$ _____
A7. Bacon & East Central Cleaning & Lining	2,500	L.F.	\$ _____	\$ _____
A8. Temp. and Perm. Pit Paving	50	TONS	\$ _____	\$ _____

TOTAL ADD ITEM AMOUNT

\$ _____

TOTAL CONTRACT AMOUNT

\$ _____

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

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ARTICLE 5. PAYMENT PROCEDURES

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

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

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Article 14.

ARTICLE 6. TERMS

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

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

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions, as modified, if applicable, by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS

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

- 8.1 Invitation for Bids
- 8.2 Instructions to Bidders
- 8.3 Contractor's Bid
- 8.4 This Agreement ("Agreement")
- 8.5 Exhibits to this Agreement
- 8.6 General Conditions
- 8.7 Supplementary Conditions
- 8.8 Contractor's Performance and Payment Bonds, and insurance certificates
- 8.9 Notice of Award
- 8.10 Notice to Proceed
- 8.11 Specifications contained in Divisions 1-3, as listed in table of contents
- 8.12 Construction Drawings generally entitled "Water Main Rehabilitation/Replacement Rt 9 & Rt 27": Drawing Numbers 1-17

8.13 Addenda numbers ___ to ___, inclusive.

8.14 Change Order

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions, as modified, if at all, by the Supplementary Conditions.

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10: INSURANCE

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

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

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

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

ARTICLE 11: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

Town of Natick, Massachusetts

The Natick Board of Selectmen

Amy K. Mistrot, Chairman

Susan G. Salamoff, Vice Chairman

Michael J. Hickey, Jr., Clerk

Richard P. Jennett, Jr.

Jonathan H. Freedman

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:

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 therefor, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Date

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

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

Date

CONTRACT NO. W-153
WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135
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

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135
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

CONTRACT NO W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

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.

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

NOTICE TO PROCEED

Dated _____, 20____.

To: _____
(Contractor)

(Address)

You are hereby notified to commence Work in accordance with the Agreement dated _____, 2019, on or before _____, 20____. There are two separate work completion dates, one for 2019 projects and 2020 projects. You are to substantially complete the 2019 work within one hundred and twenty (120) consecutive calendar days from Contract start on this form. You are to complete all 2019 work within three hundred (300) consecutive calendar days from the Contract start on this form. You are to substantially complete the 2020 work within three hundred and fifty (350) consecutive calendar days from Contract start on this form. You are to complete all 2020 work within three hundred and seventy (370) consecutive calendar days from the Contract start on this form. The date of substantial completion is therefore _____20____, Contract completion date is therefore _____, 20____.

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

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RTE 135

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts

(Name of Owner)

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

(Address of Owner)

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

Dollars (\$_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for Contract No. W-153 Water Main Rehabilitation/Replacement Rt 9 & Rte 135.

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

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

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

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

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

ATTEST:

Principal

(Principal Secretary)

(SEAL)(s)

By _____
Signature

Printed Name

Printed Title

(Address)

(Surety)

ATTEST:

By

(Witness as to Surety)

Attorney-in-Fact Signature

Printed Name

Printed Title

(Address)

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

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN RAHBILITATION/REPLACEMENT RT 9 & RT 135

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts

(Name of Owner)

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

(Address of Owner)

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

_____ Dollars (\$_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____ 20__, a copy of which is hereto attached and made a part hereof for Contract No. W-153 Water Main Rehabilitation/Replacement Rt 9 & Rt 135.

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

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

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

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

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

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

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

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

_____ day of _____ 20 ____.

ATTEST:

Principal

(Principal Secretary)

(SEAL)(s)

By _____

Signature

Printed Name

Printed Title

(Address)

(Surety)

ATTEST:

By _____

(Witness as to Surety)

Attorney-in-Fact Signature

Printed Name

Printed Title

(Address)

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

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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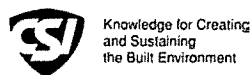
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Construction Specifications Institute

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

NOTE:

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

Stricken text indicates the paragraph has been deleted or superseded.

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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

administrative requirements and procedural matters applicable thereto.

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

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

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

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

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

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

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

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

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

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

1.02 Terminology

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

B. Intent of Certain Terms or Adjectives

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

C. Day

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

D. Defective

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

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

E. Furnish, Install, Perform, Provide

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

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

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

2.04 Starting the Work

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

2.05 Before Starting Construction

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 Preconstruction Conference

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

2.07 Initial Acceptance of Schedules

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

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

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

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

3.02 Reference Standards

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

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

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

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

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

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

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

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

B. Resolving Discrepancies

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

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

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

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

3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;

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

3. Engineer's written interpretation or clarification.

→ 3.05 *Reuse of Documents*

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

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

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

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

3.06 *Electronic Data*

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

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

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

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

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

4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

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

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

~~C. Possible Price and Times Adjustments~~

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

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

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

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

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

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

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

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

4.04 *Underground Facilities*

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

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

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

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

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

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

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

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

5.04 *Contractor's Liability Insurance*

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

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

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

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

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

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

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

b. by any other person for any other reason;

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

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

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

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

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



3. include completed operations insurance;

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

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

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

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

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

5.05 Owner's Liability Insurance

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

5.06 Property Insurance

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

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

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

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

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

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

6. include testing and startup; and

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

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

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

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

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

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

5.07 *Waiver of Rights*

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

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

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

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

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

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

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

6.02 *Labor; Working Hours*

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

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

6.03 *Services, Materials, and Equipment*

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

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

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

6.04 *Progress Schedule*

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

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

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

6.05 Substitutes and "Or-Equals"

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

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

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

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

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

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

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

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

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

2. Substitute Items

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

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

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

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

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

2) will state:

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

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

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

3) will identify:

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

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

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

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

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

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

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

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

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

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

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

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

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

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

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

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

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

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

6.10 Taxes

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

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

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

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

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

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

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

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

6.12 Record Documents

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

6.13 Safety and Protection

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

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

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

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

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

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

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

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

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

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

a. Submit number of Samples specified in the Specifications.

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

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

C. Submittal Procedures

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

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

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

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

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

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

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

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

D. Engineer's Review

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

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

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

E. Resubmittal Procedures

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

6.18 Continuing the Work

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

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

6.19 Contractor's General Warranty and Guarantee

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

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

6.20 Indemnification

~~A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or~~

~~arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.~~

~~B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

~~C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:~~

~~1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or~~

~~2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.~~

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

~~1. written notice thereof will be given to Contractor prior to starting any such other work; and~~

~~2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.~~

~~B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and~~

~~properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.~~

~~C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.~~

7.02 Coordination

~~A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:~~

~~1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;~~

~~2. the specific matters to be covered by such authority and responsibility will be itemized; and~~

~~3. the extent of such authority and responsibilities will be provided.~~

~~B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.~~

7.03 Legal Relationships

~~A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.~~

~~B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.~~

~~C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.~~

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 Insurance

~~A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.~~

8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

~~A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.~~

8.11 *Evidence of Financial Arrangements*

~~A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.~~

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

~~A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.~~

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

~~A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question~~

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

~~A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.~~

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

~~A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall~~

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

~~B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.~~

~~10.02 Unauthorized Changes in the Work~~

~~A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.~~

~~10.03 Execution of Change Orders~~

~~A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:~~

~~1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;~~

~~2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and~~

~~3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.~~

~~10.04 Notification to Surety~~

~~A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.~~

~~10.05 Claims~~

~~A. Engineer's Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.~~

~~B. Notice: Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).~~

~~C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:~~

~~1. deny the Claim in whole or in part,~~

~~2. approve the Claim, or~~

~~3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.~~

~~D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.~~

~~E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.~~

~~F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.~~

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.



3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

~~c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.~~

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. ~~Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.~~

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

~~a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;~~

~~b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;~~

~~c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;~~

~~d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;~~

~~e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and~~

~~f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.~~

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

~~B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.~~

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

~~B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:~~

~~1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;~~

~~2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and~~

~~3. as otherwise specifically provided in the Contract Documents.~~

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.



ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. ~~At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~

2. ~~Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.~~

3. ~~The amount of retainage with respect to progress payments will be as stipulated in the Agreement.~~

B. Review of Applications

1. ~~Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.~~

2. ~~Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:~~

a. ~~the Work has progressed to the point indicated;~~

b. ~~the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and~~

e. ~~the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.~~

3. ~~By recommending any such payment Engineer will not thereby be deemed to have represented that:~~

a. ~~inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or~~

b. ~~that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.~~

4. ~~Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:~~

a. ~~to supervise, direct, or control the Work; or~~

b. ~~for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto; or~~

e. ~~for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work; or~~

d. ~~to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price; or~~

e. ~~to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.~~

5. ~~Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent~~

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. ~~the Work is defective, or completed Work has been damaged, requiring correction or replacement;~~

b. ~~the Contract Price has been reduced by Change Orders;~~

c. ~~Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.02.A;~~

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

~~Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.~~

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

~~1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.~~

~~2. The final Application for Payment shall be accompanied (except as previously delivered) by:~~

~~a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;~~

~~b. consent of the surety, if any, to final payment;~~

~~c. a list of all Claims against Owner that Contractor believes are unsettled; and~~

~~d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.~~

~~3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.~~

B. Engineer's Review of Application and Acceptance

~~1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations~~

~~under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.~~

~~C. Payment Becomes Due~~

~~1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.~~

~~14.08 Final Completion Delayed~~

~~A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.~~

~~14.09 Waiver of Claims~~

~~A. The making and acceptance of final payment will constitute:~~

~~1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and~~

~~2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance~~

~~with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.~~

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

~~A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.~~

15.02 Owner May Terminate for Cause

~~A. The occurrence of any one or more of the following events will justify termination for cause:~~

~~1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);~~

~~2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;~~

~~3. Contractor's disregard of the authority of Engineer; or~~

~~4. Contractor's violation in any substantial way of any provisions of the Contract Documents.~~

~~B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:~~

~~1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);~~

~~2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and~~

~~3. complete the Work as Owner may deem expedient.~~

~~C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.~~

~~D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.~~

~~E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.~~

~~F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.~~

15.03 Owner May Terminate For Convenience

~~A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):~~

~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~

~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;~~

~~3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and~~

~~4. reasonable expenses directly attributable to termination.~~

~~B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.~~

15.04 Contractor May Stop Work or Terminate

~~A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.~~

~~B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.~~

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

~~A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be~~

~~governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.~~

~~B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.~~

~~C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~

~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or~~

~~2. agrees with the other party to submit the Claim to another dispute resolution process, or~~

~~3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.~~

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00800

SUPPLEMENTARY CONDITIONS

Part I AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. C-700, 2002 Edition)(the General Conditions) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

Paragraphs or subparagraphs as noted below are required by or are intended to be consistent with the requirements of Massachusetts statutes governing public construction contracts in the Commonwealth of Massachusetts (the "Commonwealth"). Any other provisions required by statute to be included herein shall be deemed to be so included. In addition, the Owner and Contractor recognize that other rights, duties and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they are not provided for in the Contract Documents. In case of conflict between the asterisked provisions and other provisions of the Contract Documents, the asterisked provisions shall govern. In case of conflict between the provisions of the Contract Documents and the provisions of any applicable statute, the statutory provisions shall govern. Where the term "Awarding Authority" appears in any asterisked provision, it shall mean the Owner.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

Delete the definition of 5. Bid in its entirety and insert in its place the following:

“Bid shall mean the price submission by the individual, partnership, corporation, or other entity setting forth the monetary amount of the total contract, together with any unit prices requested, on a form prescribed by the Owner, pursuant to M.G.L. c. 149, §§44A et seq..”

Delete the definition of 6. Bidder in its entirety and insert in its place the following:

“Bidder shall mean the individual, partnership, corporation, or other entity who submits a Bid pursuant to an Invitation for Bids by the Owner.”

Delete the definition of 7. Bidding Documents in its entirety and insert in its place the following:

“Bidding documents shall mean any and all documents issued by the Owner in requesting Bids pursuant to M.G.L. c.149, §§44A et seq., which shall include, but shall not be limited to, the Invitation for Bids, the Information for Bidders, Bid Bond (if any), Performance Bond, Payment Bond, Contract, General Conditions of the Contract, Supplementary General Conditions of the Contract, Supplier Diversity Office (SDO) Forms (if applicable), Minimum Prevailing Wage Rates (as applicable), and other additional information provided to potential Bidders by the Owner.”

Delete the definition of 8. Bidding Requirements in its entirety and insert in its place the following:

“Bidding requirements shall mean any and all requirements contained in any portion of the Bidding Documents issued by the Owner.”

Delete the definition of 9. Change Order in its entirety and insert in its place the following:

“Change Order shall mean a written order to the Contract signed to show the recommendation of the Project Manager, if any, the approval of the Engineer and the authorization of the Owner, executed with the same formality as the Contract, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates the Contractor’s Contract therewith, including the adjustment in the Contract Sum or the Contract Time.

A Change Order request may originate with the Owner, the Engineer, if any, or the Contractor and shall be submitted to the Owner. The Change Order request shall be made in writing and in accordance with the provisions of the Contract and applicable procedures of the Owner. The term equitable adjustment, as used in this paragraph, shall include all adjustments to the Contract Price or to the Time to which the Contractor is entitled, pursuant to M.G.L. c.30, Sections 39N and 39O. Such equitable adjustment shall be made in accordance with the provisions of this Article.

A Change Order may be submitted for changes in the Contract work, including but not limited to, changes in:

- a. the plans and specifications
- b, in the method or manner or performance of the work; and/or
- c. in the schedule for performance of the work.”

In the definition of 11. Contract, insert the following sentence at the end:
“The word “Agreement” in the Bidding Requirements or Contract Documents shall mean the same as the word Contract.”

Delete the definition of 12. Contract Documents and insert in its place the following:

“Contract documents are those documents enumerated in the written Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions of the Contract, other Conditions of the Contract, Drawings, Specifications, Addenda issued prior to the execution of the contract, other documents listed in the Agreement, and modifications issued after the execution of the Contract. A modification is a written amendment signed by both parties to the Agreement, a Change Order, a Work Change Directive, or a minor written change in the Work Ordered by the Engineer (Field Order).”

Delete the definition of 22. Hazardous Environmental Condition and insert in its place the following:

“Hazardous Environmental Condition is the presence at the Site of Asbestos, PCBs, Petroleum,

Hazardous Waste, Radioactive Material or other material in such quantities or circumstances that may present a substantial or notable danger or harm to persons or property exposed thereto in connection with the Work.”

Delete the definition of 24. Laws and Regulations; Laws or Regulations and insert in its place the following:

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

Delete the definition of 29. Owner and insert in its place the following:

“Owner, sometimes referred to as Town or Awarding Authority, is the Town of Natick, a body corporate and politic located in Natick, Middlesex County, Massachusetts. The Owner and its authorized representatives, as well as Engineer and Owner’s Project Manager, if any, shall at all times have access to and be permitted to observe and review all Work, materials, payrolls, records of personnel, conditions of employment, invoices for materials, and generally all records relating to the Work. No member, officer, agent, employee, representative or official of the Owner shall in any way, directly or indirectly, be personally liable, under any provisions of the Contract.”

In the definition of 36. Related Entity, insert “board, commission, committee or member thereof” between “employee” and “agent”.

Delete the definition of 45. Substantial Completion in its entirety and insert in its place the following definition:

"45. Substantial Completion shall mean either that the Work required by the Contract has been completed except for Work having a Contract Price of less than one (1) percent of the then adjusted total Contract Price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work required by the Contract."

Delete the definition of 46. Successful Bidder in its entirety and insert in its place the following:

“Successful bidder shall mean the lowest responsible and eligible bidder, as defined in M.G.L. c. 149, §§44A et seq., on the basis of competitive bids publicly opened and read by the Awarding Authority forthwith upon expiration of the time for the filing thereof; provided, however, that the Awarding

Authority may reject any and all bids, if it is in the public interest to do so.”

Add the following to the definition of 51. Work:

“All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract. All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents. Where codes, regulations, standards, requirements and publications of public and private bodies are referred to in the

Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated. Where no explicit quality or standards for workmanship are established for Work, such Work is to be of good quality and consistent with the quality required by the Contract Documents. The Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work. The Owner and Engineer assume no liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Drawings and Specifications. The Contractor shall make all necessary arrangements to reconcile any such jurisdictional conflicts without delay, damage or cost to the Owner, unless otherwise agreed by the parties hereto.”

Delete the definition of 52. Work Change Directive in its entirety and insert in its place the following:

“Work Change Directive shall mean a written order prepared by the Engineer and signed off on by the Owner and Engineer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Times, or both. The Owner may, by Work Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, consisting of additions, deletions, or other revisions, the Contract Price and Contract Times being adjusted accordingly.”

Add the definition of "Complete and/or Completion" after paragraph 52, which is to read as follows:

"53. Complete and/or Completion - Whenever the word “Complete and/or Completion” is utilized in the Contract in reference to work completed when referring to the completion date of the contract and the assessment of liquidated damages, it shall be understood to mean that all work on the project is completed, the facilities are fully operational, the data required to closeout the project has been submitted and approved, and incidental items included in the closeout punch list have been completed to the Owner’s satisfaction”.

ARTICLE 2 PRELIMINARY MATTERS

SC-2.01-B Delete paragraph 2.01-B of the General Conditions in its entirety.

SC-2.03-A Delete the last sentence of paragraph 2.03-A.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 The last clause in paragraph 3.01-B of the General Conditions shall read:

“shall be provided by the Contractor, at no additional cost to the Owner, whether or not specifically called for”.

SC-3.01-D Add a new section 3.01-D to the General Conditions as follows:

“In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments
Second Priority:	Contract
Third Priority:	Addenda--later date to take precedence
Fourth Priority:	Supplementary General Conditions
Fifth Priority:	General Conditions
Sixth Priority:	Division 1, General Requirements
Seventh Priority:	Technical Specifications
Eighth Priority:	Drawings, with larger scale drawings to take precedence
Ninth Priority:	Invitation to Bid, Instruction to Bidders, The Contractor’s General Bid.

Notwithstanding the order of priority of documents set forth in Subparagraph 3.01-D, any matters contained in the Specifications which have been omitted from the Drawings or vice versa shall be construed as though contained in both. In the event of any duplication, conflict, or discrepancy between the Drawings and the Specifications or between other contract clauses, so far as the same pertains to the Drawings, the Specifications or any modifications to the Drawings or the Specifications, the matter shall be promptly brought to the attention of the Engineer, without whose instructions the Contractor shall not adjust the matter except at his own risk. Any instructions of the Engineer shall be given in writing.”

SC-3.02 Insert a new paragraph SC-3.02-A.3 in the General Conditions as follows:

“Paragraphs or subparagraphs herein are intended to be consistent with the requirements of Massachusetts statutes governing public building construction contracts in the Commonwealth. Any other provisions required by statute to be included herein shall be deemed to be so included. In addition, the Owner and Contractor recognize that other rights, duties and obligations with respect to

public construction contracts are provided for by statute, notwithstanding the fact that they are not provided for in the Contract Documents.”

SC-3.03 Insert the following language at the beginning of the second sentence in paragraph 3.03-A.2 of the General Conditions:

“In the event that such a conflict, error, ambiguity or discrepancy actually exists which requires an amendment or supplement to the Contract Documents,”.

SC-3.04 Insert a new paragraph 3.04-C in the General Conditions as follows:

No officer, official, agent or employee of the Town of Natick shall have the power to amend, modify or alter the Contract or waive any of its provisions or to bind the Town of Natick by making any promise or representation not contained herein except by an amendment, in writing, executed by the Owner in the same manner as the Contract is executed. Neither party may rely on any conduct, statement, action, inaction or course of conduct of the employees, agents or officers of the other party as having changed, modified or amended the Contract. Neither party shall be construed as waiving any provision of the Contract unless the waiver is executed in writing as an amendment to the Contract. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by either party shall not be construed as waiver of any term or condition hereto nor shall it limit the legal or equitable remedies available to that party.

Information or services required of the Owner hereunder shall be furnished by the Owner with reasonable promptness and in accordance with M.G.L. c.30, §39P, as applicable, after receipt from the Contractor of a reasonably detailed written request for such information or services. Reference is made to General Laws Chapter 30, Section 39P, the provisions of which are incorporated herein.”

SC-3.05 In paragraph 3.05-A.2 of the General Conditions, in the third line, insert “prior” between “without” and “written” and in the fourth line, insert “prior” between “specific” and “written”.

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

SC 4.01 Insert the following language at the end of the third sentence of paragraph 4.01-A of the General Conditions “, which easements are required under the circumstances”.

SC-4.01-C Add the following language to the last sentence in paragraph 4.01-C of the General Conditions:

“, at his own expense and without liability to the Owner”

SC-4.01-B Delete paragraph 4.01-B of the General Conditions in its entirety.

SC-4.03 Delete paragraph 4.03 A, B and C of the General Conditions in their entirety and insert in its place the following language:

“(Statutory reference: M.G.L. c.30 §39N)

If, during the progress of the work, the Contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the Contractor or the Awarding Authority may request an equitable adjustment in the contract price of the Contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Awarding Authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the methods required for the performance of the work which results in an increase or decrease in the cost of the work, the Awarding Authority shall make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly.

If the Contractor claims that any acts or omissions of the Owner or the Engineer, including any instructions or orders, whether oral, written, by Drawings, or otherwise, involve extra cost or time, and the Contractor has not received a written acknowledgment by the Owner or Engineer that extra payment will be made or time extended on account thereof, the Contractor shall promptly so notify the Engineer in writing of such Claim and shall not proceed with the Work relating to such Claim until the Contractor has received a further written order to proceed in accordance with this Agreement. No Claim by the Contractor on account of such acts, omissions, instructions or orders shall be valid unless the Contractor has so notified the Engineer in writing, before proceeding, and has received the further written order to proceed.

The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time, and shall furnish the Engineer with such documentation relating thereto as the Engineer may reasonably require. Estimates of the extension of time shall be accompanied by a schedule showing how the Critical Path has been affected.”

SC 4.04 Insert the following sentence just prior to the last sentence of paragraph 4.04-A of the General Conditions:

“The locations of existing underground facilities shown on the Contract Drawings are approximate only, and are included to indicate that the underground facilities are present, and it shall be the Contractor’s responsibility to make arrangements with all utility companies for field locations. The Contractor shall also contact "Dig Safe" and other appropriate departments, agencies and companies to insure that all underground facilities are located prior to excavation, regardless of the fact that they may or may not be shown on the Contract Drawings”.

SC-4.04-B.2 Delete the final sentence of paragraph 4.04-B.2 of the General Conditions.

SC-4.06 Insert the following sentence after paragraph 4.06-A of the General Conditions:

“The following reports and drawings relating to a Hazardous Environmental Condition identified at the site have been utilized by the Engineer in the preparation of the Contract Documents.

- None”

SC-4.06-C Insert the following sentence at the end of paragraph 4.06-C of the General Conditions:

“Nothing in the Contract Documents shall limit the responsibility of the Contractor for any Hazardous Environmental Condition which is caused by the Contractor or by any of its officers, employees, boards, commissions, committees, agents or representatives.”

SC-4.06-D Insert the following sentences at the end of paragraph 4.06-D of the General Conditions:

“In that event Contractor and its officers, employees, agents and representatives shall have no authority to handle, transport, remove or dispose of any materials the presence of which at the site constitutes a Hazardous Environmental Condition. In any event Contractor shall be liable for its negligence or willful misconduct.”

SC-4.06-G Delete paragraph 4.06-G of the General Conditions.

ARTICLE 5 BONDS AND INSURANCE

SC-5.01 Delete paragraph 5.01-A of the General Conditions in its entirety and insert in its place the following:

“As required by M.G.L. c. 149, §44E, or by these Supplementary Conditions, the Contractor shall furnish a Performance Bond, acceptable to the Town of Natick, as security for the faithful performance of its obligations under the Contract. Said Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Price and shall be issued by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and approved by the Owner. Said Performance Bond shall obligate the Contractor, its surety, and their successors and assigns for all of the work required to be performed by the Contractor under the Contract. Said Performance Bond shall remain in effect no less than one (1) year after the expiration of the term of the Contract, or any extension or renewal thereof.

As also required by M.G.L. c. 149, §44E, or by these Supplementary Conditions, the Contractor shall furnish a Payment Bond, acceptable to the Town of Natick, as security for the faithful payment of its obligations under the Contract. Said Payment Bond shall be in the amount of one hundred percent (100%) of the Contract Price and shall be issued by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and approved by the Owner. Said Payment Bond shall obligate the Contractor, its surety, and their successors and assigns to pay for labor, materials and equipment furnished for use regarding the work to be performed by the Contractor under the Contract.

Said Payment Bond shall remain in effect no less than one (1) year after the expiration of the term of the Contract, or any extension or renewal thereof.”

SC-5.04 Insert the following language at the end of paragraph 5.04-B.1 of the General Conditions:

“Notwithstanding any other provision of the Contract Documents, the Contractor shall provide to the Owner, with its proof of insurance coverage, endorsements or riders to the policies of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form, which indicate that the Town of Natick and Haley and Ward are named as an additional insured on each such policy.”

SC-5.04 Add the following language after paragraph 5.04.B-5 of the General Conditions:

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

The above policies will not be cancelled or materially amended before the expiration date thereof, until at least thirty (30) calendar days prior written notice has been given to the certificate holders and the named insured and the Owner.”

SC-5.04 Add the following paragraphs at the end of paragraph 5.04-B.2 of the General Conditions:

"5.04-B-2.a “The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required. The Contractor shall also ensure that any and all Subcontractors and sub-subcontractors provide insurance in the following limits and that the Town of Natick is named as an additional insured and meet the following requirements.

A 1 Commercial General Liability including but not limited to:

1. Premises/Operations
2. Products/Completed Operations
3. Contractual
4. Independent Contractors
5. Broad Form Property Damage
6. Personal Injury
7. Medical Expense
8. Underground Explosion and Collapse Hazard (XCU)

A 2 Limits for Commercial General Liability at a minimum shall be:

1. General Liability

General Aggregate	\$2,000,000.
Each Occurrence	\$1,000,000.
2. Products/Completed Operations	\$2,000,000.
3. Personal Injury	\$1,000,000.
4. Medical Expense	\$ 5,000.

B 1 Automotive Liability including but not limited to:

1. Scheduled Autos
2. Hired Autos
3. Non Owned Autos

B 2 Limit for Automotive Liability at a minimum shall be:

1. Combined Single Limit \$1,000,000.

C 1 Worker's Compensation and Employer's Liability

C 2 Limits for Worker's Compensation and Employer's Liability at a minimum shall be:

1. Worker's Compensation
Statutory Amount
2. Employer's Liability
Each Accident \$1,000,000.
Disease Policy Limit \$1,000,000.
Disease Each Employee \$1,000,000.

D-1 Provide Excess Umbrella for Liability Coverage. Use of Umbrella to meet other insurance limits will not be accepted. Limits for liability at a minimum shall be:

1. Each Occurrence \$5,000,000
2. General Aggregate \$5,000,000

Excess Liability Insurance, Umbrella Form shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

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

F-1 Certificates evidencing such insurance in five (5) copies shall be furnished to the Town of Natick at the execution of the Contract. Such certificates shall not merely name the types of policies provided, but shall specifically refer to the Contract and shall state that such insurance is as required by the Contract. With the certificates, the Contractor shall submit an insurance certification form from insurer/insurers, indicating that the coverages provided do in fact satisfy all the insurance requirements listed under ARTICLE 5 of the General Conditions, and the amendments thereto under the Supplementary Conditions. The insurance certification form is included in Part II of the Supplementary Conditions.

The Contractor shall also be required to provide to the Owner with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess umbrella liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

No insurance shall be obtained from an insurer which:

- a. is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- b. is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better."

G-1 The Contractor shall make no claims against the Town of Natick or its officers for any injury to any officers or employees or for damage to its equipment arising out of work contemplated by the Contract."

SC 5.05 Delete paragraph 5.05 of the General Conditions in its entirety, and insert the following paragraphs in its place:

"5.05-A Contractor shall purchase and maintain a separate Owner's Protective Liability policy, issued to Owner at the expense of Contractor, with the Owner and Engineer only as named insured. This insurance shall provide coverage for not less than the following amounts:

1. General Aggregate \$3,000,000.
2. Each Occurrence \$1,000,000.

5.05-A.1. A rider on the Contractor's Liability Insurance will not be acceptable."

5.05.-A.2 The provisions of paragraph 5.04-B.2.aE-1 and 5.04B-2.aF-1 of the General Conditions are incorporated herein by reference.

SC 5.06 Delete paragraph 5.06-A of the General Conditions in its entirety and insert the following paragraph in its place:

"5.06-A. For projects that includes work within existing structures or buildings, the Contractor shall be required to provide Installation Floater coverage in the full amount of the work being performed, and for projects that include construction of a new structure or building, the Contractor shall provide Builder's All Risk coverage in the full value of the structure and contents. This insurance shall:"

SC-5.06-A.1 Add the following sentence to the end of paragraph 5.06-A.1 of the General Conditions, as follows:

"The additional insured for this project shall be the Owner and Engineer."

SC-5.06 Delete paragraphs 5.06-B, C, D, E of the General Conditions in their entirety.

SC 5.07 Delete paragraphs 5.07-A and 5.07-B and 5.07-C of the General Conditions in their entirety, and insert the following paragraphs in their place:

"5.07 The Contractor shall waive all rights against the Owner for all losses and damages caused by any perils covered by the policies of insurance provided in response to paragraph SC 5.06 of the Supplementary Conditions and any other property insurance applicable to the Work, and also waive such rights against the Subcontractors, Engineer, Engineer's consultant and all other parties named as insured in such policies for loss and damages so caused.

5.07.1 As required by paragraph 6.06-G of the General Conditions each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's consultants and all other parties named as insureds.

5.07.2 All such policies provided in response to paragraph 5.06 of the General Conditions, as amended in SC 5.06 of the Supplementary Conditions shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights or recovery against the Owner, Engineer or Engineer's consultant."

SC 5.08 Delete paragraph 5.08-A and 5.08-B of the General Conditions in their entirety.

SC 5.09 Delete paragraph 5.09 of the General Conditions in its entirety and insert the following paragraph in its place:

"5.09 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraph 5.02 thru 5.06 on the General Conditions, as amended by SC 5.04 thru SC 5.06 of the Supplementary Conditions, on the basis of its not complying with the Contract Documents. Owner will notify Contractor in writing thereof within fourteen (14) calendar days of the date of delivery of such certificates to Owner in accordance with paragraph 2.01-B. Contractor will provide such additional information in respect of insurance provided by him as Owner may reasonably request."

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC-6.01-A and 6.01-B Delete paragraphs 6.01A and 6.01B of the General Conditions and insert in their place the following:

"The Contractor shall employ a competent superintendent, reasonably acceptable to the Owner, and necessary assistants who shall be in attendance at the Project site full time and at all times during the progress of the Work until the date of Substantial Completion, and for such additional time thereafter as the Engineer may determine to be necessary for the expeditious completion of the Work. The Contractor shall remove the superintendent if requested to do so in writing by the Owner or by the Engineer on behalf of the Owner, and shall promptly replace him with a competent person reasonably acceptable to the Owner, at no increase in the Contract Sum or Contract Time.

The Contractor shall not replace such superintendent without the prior written approval of the Engineer.

The Contractor shall retain a competent engineer or surveyor who shall establish sufficient lines and grades for the Work.

The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the storage of materials.

The Contractor shall arrange for and attend job meetings with the Engineer and such other persons as the Engineer and the Owner may from time to time wish to have present. The Contractor shall be represented by a principal, or project manager, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Engineer. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

The Contractor warrants that its financial condition is sound and that the Contractor shall be capable of obtaining any bonds required by the Contract Documents. The Contractor shall promptly advise the Owner of any occurrence, event, fact, or other matter that has had or will have a materially adverse effect upon the financial condition of the Contractor.

The Contractor hereby represents and warrants to the Owner that the Contractor is a business entity which is experienced and skilled in the construction of projects of the type described in the Contract Documents, is licensed to engage in the general construction business in the Commonwealth of Massachusetts, and is in compliance with all applicable governmental laws and regulations and all case law relative thereto.

Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the Owner, the Engineer and the Contractor and shall at once report to the Engineer any error, inconsistency or omission the Contractor may discover. Any necessary change shall be ordered as provided in the Contract Documents. If the Contractor proceeds with the Work without such notice to the Engineer, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents the Contractor could have discovered such errors, inconsistencies or omissions the Contractor shall bear all costs arising therefrom."

SC-6.02-B In paragraph 6.02-B of the General Conditions, in the seventh line, insert "prior" between "Owner's" and "written".

SC-6.05-A Delete paragraph 6.05-A of the General Conditions, in its entirety and insert in its place the following:

"Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except,

however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials.”
Statutory reference M.G.L. c. 30, §39M(b)

SC-6.05-A.2.d.2) and 3) In paragraphs 6.05-A.2.d.2) and 3) of the General Conditions, delete the first word “will” and insert in its place the word “shall”.

SC-6.05-B In paragraph 6.05-B of the General Conditions, in the sixth line, insert “in advance, in writing,” between “approved” and “by”.

SC 6.05-F Add the following language to the end of paragraph 6.05-F of the General Conditions.

"Contractor shall submit to the Engineer for review, drawings to scale, showing the effect this substitute will have upon the adjoining materials, piping, equipment, etc., at no additional cost to the Owner."

SC-6.06-B Add the following to the end of paragraph 6.06-B of the General Conditions:
“The Contractor shall be required to submit to the Owner a list of Subcontractors it intends to use at a certain date to be specified by the Owner. The Contractor shall not use any Subcontractor to which the Owner objects and to which the Owner provides written notice of such objection to the Contractor.”

SC-6.06-C.2 In paragraph 6.06-C.2 of the General Conditions, in the first line, delete the words “anything in the Contract Documents”.

SC 6.07-B Delete paragraph 6.07-B of the General Conditions in its entirety and insert in its place the following:

“To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and the Engineer and all of their officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the Contractor’s or subcontractors’ infringement of patent rights or copyrights incident to the use in the performance of the Work of, or resulting from the Contractor’s or subcontractors’ incorporation of, any invention, design, product or device not specified in the Contract Documents.

Neither the Town of Natick, nor the Engineer, nor any of their officers, employees, boards, committees,

commissions, agents and representatives shall be under any personal obligation or shall incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the Contractor's or a subcontractor's infringement of patent rights or copyrights incident to the use in the performance of the Work of, or resulting from the Contractor's or a subcontractor's incorporation of, any invention, design, product or device not specified in the Contract Documents.

Nothing herein shall modify the Contractor's general indemnification obligations, as set forth in this Agreement."

SC 6.08 Delete paragraph 6.08 of the General Conditions in its entirety and insert in its place the following:

"It is the specific responsibility of the Contractor to make, in proper and timely fashion, all necessary notifications to relevant federal, state, and local governing bodies and to obtain and comply with the provisions of all permits, inspections or applications required by the work specified, as well as to make all required submittals required under those auspices. The Contractor shall indemnify the Owner from, and pay for all claims resulting from, failure to adhere to these requirements. The Contractor shall promptly provide the Engineer and the Owner with reproductions of all permits, licenses and permissions.

The Owner has waived the building permit fee only for this Project. All other pertinent permit and inspectional service fees shall apply.

The Contractor shall pay the then current inspection fee to the Town of Natick for all inspections required by state and local codes, and required by the Town of Natick.

The Contractor shall pay all charges of utility companies for connections to the Work. The Contractor shall be aware of, observe and comply with all laws, ordinances, regulations, orders, permits, licenses, etc., and shall conduct his operations in compliance thereto, and shall indemnify the Owner and Engineer from any claim or liability arising from, or based upon a violation of same."

SC-6.09-A Delete paragraph 6.09-A of the General Conditions in its entirety and insert in its place the following:

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

SC-6.10-A In the third and fourth lines of paragraph 6.10-A of the General

Conditions delete the words "Place of the Project" and insert in their place the words "Commonwealth of Massachusetts".

SC 6.10 Add the following language at the end of paragraph 6.10-A of the General Conditions: The Town is exempt from Commonwealth of Massachusetts sales tax. M.G.L. c.64, §6(h) exempts "sales of building materials and supplies to be used in the construction, reconstruction, alteration, remodeling or repair of (1) any building structure, public highway, bridge or other public works owned by or held in trust for the benefit of any governmental body or agency mentioned in paragraph (d) and used exclusively for public purposes; (2) any building or structure owned by or held in trust for the benefit of any corporation, foundation, organization or institution described in paragraph (e) and used exclusively in the conduct of its religious, scientific, charitable or educational purposes; and (3) any building, structure, residence, school or other facility included under any written contract dated on or after January 1, 1985 arising out of or related to the Massachusetts Port Authority residential and school soundproofing programs, notwithstanding whether such building, structure, residence, school or other facility is owned by or held in trust for the benefit of the Massachusetts Port Authority or is used exclusively for public purposes; provided, however, that such governmental body or agency or such corporation, foundation, organization or institution shall have first obtained a certificate from the Commissioner stating that it is entitled to such exemption and the vendor keeps a record of the sales price of each such separate sale, the name of the purchaser, the date of each such separate sale and the number of such certificate. In this paragraph the words "building materials and supplies" shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge or other such public work, as well as such materials and supplies physically incorporated therein. Said terms shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the site of any such tax exempt project or while being used exclusively for the transportation of materials for any such tax exempt project." M.G.L. c.64I, §7 exempts from use tax "Sales exempt from the taxes imposed under chapter sixty-four H; provided, however, that in the case of the purchase of any motor vehicle or trailer, as defined in section one of chapter ninety, or any boat or airplane, other than from a vendor who is regularly engaged in the business of making sales at retail of such motor vehicles, trailers, boats or airplanes, the receipts from which are exempt from the tax imposed under said chapter sixty-four H, the purchaser thereof, except when said purchaser is the spouse, mother, father, brother, sister or child of the seller, shall pay the tax imposed by this chapter". The Contractor shall not pay, and the Town shall not reimburse or pay the Contractor or any other party, either directly or indirectly, for this or any other tax for which an exemption is provided under law. The Town will provide a state sales tax exemption number to the Contractor for use with response to this Project."

SC-6.11 Delete paragraph 6.11-A of the General Conditions in its entirety and insert in its place the following:

"The right of possession of the premises shall remain at all times in the Owner.

The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine the Contractor's apparatus, the storage of materials and the operations of the Contractor's workmen to limits indicated by Laws and Regulations, the Contract Documents, permits, and/or directions of the Engineer and shall not unreasonably encumber the premises with the Contractor's materials. The Owner shall not be liable to the Contractor,

the Subcontractors, their employees or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

The Contractor shall at all times maintain a safe workplace, in full compliance with all federal, state, and local health and safety Laws and Regulations and shall indemnify and hold the Owner, the Engineer and the Construction Manager harmless from and against any and all liability, loss, damage or expense arising from Contractor's failure to do so.

The Contractor shall use only areas specifically assigned by the Owner for parking, storage of materials and construction operations and shall comply with all local municipal regulations regarding use of and parking on public ways.

The Contractor shall repair any and all streets, drives, curbs, sidewalks, and landscaping which are disturbed by construction operations and shall leave them in as good condition after completion of the Work as they were in before commencement of the Work.

The Contractor shall not place or maintain, or allow to be placed or maintained, on or about the Project site any advertising matter, sign, bill, poster, or billboard of any kind, except those required by law or the Contract Documents, without the prior written consent of the Owner.”

SC-6.12 Delete paragraph 6-12 of the General Conditions in its entirety and insert in its place the following:

“The Contractor shall maintain a record set of Contract Documents which shall record all deviations from the Drawings and Specifications and shall be updated in detail to reflect the actual progress of the Work. The Owner and the Engineer shall have free and complete access to such Contract Documents during the Work. Upon Substantial Completion, the Contractor shall furnish to the Owner through the Engineer one set of “as built” plans in such form as the Owner shall require. The Contractor shall also maintain a record set of the Specifications, Addenda, Change Orders and other Modifications in good order and marked and annotated currently to record changes made during the Work. Record documents in relation thereto shall be in compliance with M.G.L. Chapter 30, Section 39R.”

SC-6.13 Delete paragraphs 6.13-B and 6.13-C of the General Conditions in their entirety.

SC-6.19 In paragraph 6.19-A of the General Conditions insert at the beginning of the second sentence the words “Owner and”.

SC-6.20 Delete paragraph 6.20 of the General Conditions in its entirety and insert in its place the following:

“The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor’s work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor or its subcontractor(s) of their obligations under this Contract, or the act or omission of the Contractor, its

subcontractor(s), or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of the Contract.

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

SC-6.21 In paragraph 6.21-A of the General Conditions, delete the words “or unless such services are required to carry out contractor’s responsibilities for construction means, methods, techniques, sequences and procedures”

SC-6.22 Insert the following new paragraph 6.22 in the General Conditions:

“SC-6.22 Miscellaneous

6.22-A The Contractor shall give the Engineer timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. The Contractor shall not proceed with any Work not clearly and consistently defined in the Contract Documents, but shall request additional drawings or instructions from the Engineer. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions, the Contractor shall correct Work incorrectly done at the Contractor's own expense. The Contractor shall give continuous attention to the faithful prosecution of the Work and shall keep the same under its personal control. It shall be responsible for all the acts and omissions of its employees, subcontractors, and of all persons directly or indirectly employed by it in connection with the prosecution of this Work.

6.22-B The Contractor may submit Requests For Information to the Engineer to help facilitate the Contractor's performance of the Contract. Prior to submitting each Request for Information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, Owner-provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

Each Request for Information shall be submitted to the Engineer, in writing, on such form and with such accompanying information as the Engineer may require for such purpose. Each Request for Information shall identify the specific sources which were reviewed by the Contractor in its efforts to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

The Contractor shall submit each Request for Information sufficiently in advance of the date by which such information is required in order to allow the Engineer sufficient time, in the Engineer's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest Construction Schedule. The Contractor shall maintain a log at the Project site that sequentially numbers and lists each Request For Information. This log shall also contain the Drawing reference or Specification section to which the request pertains, the date of request, to whom the request was made, by whom the request was made, the nature of the request, and the Engineer's resolution thereof. This log shall be updated weekly by the Contractor and reviewed at each Project meeting, and the resolution of requests for information shall be made part of the minutes of such meetings.

The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for responding to Contractor's Requests for Information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or project correspondence or documentation.

6.22-C The Contractor shall be responsible to the Owner for the acts and omissions of all entities or persons performing or supplying the Work regardless of tier.

6.22-D The Contractor shall furnish sufficient forces, plant and equipment as may be necessary to insure the progress of the Work in accordance with the Project Schedule. If, in the opinion of the Owner, the Contractor has fallen behind the Project Schedule, the Contractor shall submit its bid demonstrating the manner in which the desired rate of progress may be increased and shall take such steps, at the Contractor's own cost, as may be necessary to meet the Project Schedule. It shall be the responsibility of the Contractor to maintain its schedule so as not to delay the progress of the Work or the scheduled work of separate Contractors.

6.22-E The Contractor shall be solely responsible for properly laying out the Work, and for all lines, elevations and measurements for all of the Work. It shall verify the figures shown on the Drawings before laying out the work and will be responsible for any error or inaccuracies resulting from its failure to do so. In the event that the Contractor shall, while laying out the Work, become aware of (i) any conflicts among or between the Drawings, the Specifications or any Modification to the Drawings or the Specifications and the actual layout of the Work, or (ii) any conflicts or inconsistencies in the Drawings and Specification themselves, it shall promptly notify the Engineer, without whose instructions the Contractor shall not adjust the matter except at his own risk.

6.22-F If this Project requires the containment, abatement or removal of asbestos or material containing asbestos, lead or waste containing lead-based paint, the Contractor shall ensure that the person or entity performing the asbestos or lead related services is licensed pursuant to applicable State laws and regulations.

6.22-G Chemical waste shall be stored in corrosion resistant containers, removed from the Project site, and disposed of not less frequently than every three weeks unless directed otherwise. Disposal of chemical waste shall be in accordance with requirements of the U.S. Environmental Protection Agency

(EPA) and the Massachusetts Department of Environmental Protection (DEP). Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants to be discarded or burned shall be disposed of in accordance with approved procedures meeting all applicable Federal, State and Local regulations. In the event of an oil or hazardous materials spill large enough to violate Federal, State or Local regulations, the Contractor shall notify the Engineer immediately. The Contractor shall be responsible for immediately cleaning up any oil or hazardous waste spills resulting from its operations. Any costs incurred in cleaning up any such spills shall be borne exclusively by the Contractor.

The Contractor shall be solely responsible for compliance with laws and regulations governing the handling, storage, use or disposal of hazardous materials or wastes used, stored, generated or disposed of in connection with construction of the Work and shall obtain all permits and approvals, give all required notices, and observe all applicable procedures prescribed by the EPA, DEP or other governmental authorities having jurisdiction with respect to such activities. At the Owner's request, the Contractor shall properly furnish the Owner with evidence satisfactory to the Owner demonstrating the Contractor's compliance with such procedures, the giving of such notices, and the issuance of such permits and approvals.

6.22-H The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

6.22-I The Contractor shall at all times protect excavations, trenches, adjacent buildings and materials from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin, and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

6.22-J The Contractor shall be responsible for all security measures necessary and appropriate to protect the Work area until acceptance by the Owner to assure that the Work, and all materials and equipment stored at the Site, are fully and completely protected against loss or damage due to vandalism, theft, or malicious mischief. The Contractor shall not use guard dogs for this purpose unless authorized in advance in writing by the Owner. If the Owner approves the use of guard dogs, each dog shall at all times be accompanied by an adult handler.

6.22-K The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging, and hoisting equipment and for temporary shoring, bracing, and tying.

6.22-L The Contractor shall furnish on site all personal protective equipment as required, approved first aid supplies, the name of its first-aid attendant, and a posted list of emergency facilities.

6.22-M No unauthorized visitors shall be allowed on the work site without permission from the Contractor.

6.22-N The Contractor shall employ labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and

prevent strikes or labor disputes. The Contractor, in the event of a labor dispute including strikes, shall take whatever action is required at no expense to the Owner to prevent the disruption of the work. The Contractor shall also not permit employment of any person who is not of good character and morals nor permit disorderly or indecent conduct on the job site. He shall not permit the consumption of alcoholic beverages or illegal drugs on the job site nor permit any employment or person under his supervision or control to be under the influence thereof.”

6.22-O (Statutory reference: M.G.L. c.149, §§30 and 34)

No laborer, worker, mechanic, foreman or inspector working within this Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight (48) hours in any one week, or more than six (6) days in any one (1) week, except in cases of emergency.

6.22-P (Statutory reference: M.G.L. c.149,§25)

Every employee under this Contract shall lodge, board and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

6.22-Q (Statutory Reference: M.G.L. c.149,§34B)

The Contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.”

6.22-R The Contractor is solely responsible for the proper and safe operation and maintenance of all utility systems within the construction limits, whether these are supplied by the Owner’s distribution system or otherwise, until the work is accepted by the Owner, and until the Owner has notified the Contractor that other arrangements have been made. The Contractor shall maintain and operate appurtenances within the construction area which serve the distribution system, subject to periodic inspection by the Owner’s operating personnel. Inspection by any representative or personnel of the Owner shall not relieve the Contractor of his responsibilities in connection with operation and maintenance of these facilities and equipment. The Contractor shall provide the Owner at least seventy-two (72) hours’ advance notice of the Contractor’s desire to extend, connect, disconnect, or turn on or off any steam, electric, water, or other service from the Owner’s supply systems. The actual operation shall be witnessed and approved by an authorized representative of the Owner. All plumbing, heating, and electrical work, including installation of equipment, and other work to be performed by the Contractor, shall be carried out without interference with the Owner’s normal operation. Where any work requires interruption of any service, the Contractor shall make advance arrangements with the Owner for dealing with and minimizing such interruption.

6.22-S The Contractor agrees to procure materials, equipment, labor and supplies from such sources and to perform all Work on the Project with labor, material suppliers and Subcontractors that will work harmoniously with the Owner’s employees, employees of other contractors employed by the Owner, and with other elements of labor involved in the construction of the Project or the operation of the building in which the Project is located, including, without limitation, any tenant improvement work

contractors engaged by Owner or any tenants of Owner.”

6.22-T Weather Protection Devices – Pursuant to M.G.L. Chapter 149, Section 44G(D), the Contractor shall install weather protection devices and shall furnish adequate heat in the area so the work is protected during the months of November through March.

ARTICLE 7 – OTHER WORK AT THE SITE

SC-7.01 and

SC-7.02 and

SC-7.03 Delete paragraphs 7.01, 7.02 and 7.03 of the General Conditions in their entirety except for the first sentence in paragraph 7.01(A).

ARTICLE 8 - OWNER'S RESPONSIBILITIES

SC-8.06 In paragraph 8.02-A of the General Conditions, in the second and third lines, delete the words “to whom Contractor makes no reasonable objection”.

SC 8.06 Delete paragraph 8.06-A of the General Conditions in its entirety.

SC-8.06 Delete paragraphs 8.10 and 8.11 of the General Conditions.

SC-8.09 Add the following at the end of paragraph 8.09 of the General Conditions:

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

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-9.01 Delete the first sentence of paragraph 9.01 of the General Conditions.

SC-9.02 Add the words “and Owner” after the word “Engineer” in the third line of paragraph 9.02-A of the General Conditions. Substitute the word “deem” for “deems” in the same line. Delete the second and third sentences of said paragraph 9.02-A.

SC-9.08-A Delete paragraph 9.08-A of the General Conditions.

SC-9.09-A Insert the following language at the beginning of paragraph 9.09-A “To the extent permitted by law”

ARTICLE 10 -CHANGES IN THE WORK: CLAIMS

SC 10.01-A Delete Article 10 of the General Conditions in its entirety and insert in its place the following:

“SC-10.01 Change Orders

A Change Order may be submitted for changes in the Contract work, including but not limited to, changes in:

- a. the plans and specifications
- b. in the method or manner or performance of the work; and/or
- c. in the schedule for performance of the work.

Whenever a Change Order is requested or ordered, and said Change Order will cause an adjustment in the Contractor’s cost, the Contractor may request an equitable adjustment in writing in the Contract price.

The Owner and the Contractor shall attempt to negotiate an equitable adjustment in the Contract price before commencement of the pertinent work. In the absence of a Contract for an equitable adjustment and when so directed, the Contractor shall proceed with the Change Order work on a time and material basis, and the Contractor will provide the Owner with a written notice to that effect.

Contractor shall provide the Owner with all cost and pricing data used in computing the amount of the equitable adjustment, and the Contractor shall certify that the pricing data used was accurate, complete, and current.

With respect to any sum of money due to be paid by the Contractor to the Owner under the Contract, an appropriate Change Order shall be issued deducting said sum of money from payments then due or thereafter due to the Contractor from the Owner. If such deductions from payments then due or thereafter due to the Contractor from the Owner are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

SC-10.02 COMPUTING EQUITABLE ADJUSTMENTS

Equitable adjustments in the Contract price shall be determined according to one of the following methods, or a combination thereof, as determined by the Owner:

- a. fixed price basis, provided that the fixed price shall be inclusive of items (1) through (5) (below) and shall be computed in accordance with those provisions;
- b. estimated lump sum basis, to be adjusted in accordance with contract unit prices, or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such

equitable adjustment;

- c. time and materials basis, on a not-to-exceed predetermined upset amount to be subsequently adjusted on the basis of actual costs based on the following items (1) through (5):
- (1) the cost at minimum prevailing rates for direct labor, material, supplies and use of equipment exclusive of hand tools;
 - (2) plus cost of Workers' Compensation Insurance, union fringe benefits, federal unemployment taxes, Federal Social Security, and Massachusetts Unemployment Compensation, or, as an alternative the Contractor may elect to use a flat twenty (20%) percent of the total labor rate in item (1);
 - (3) plus fifteen (15%) percent of item (1) for overhead, superintendence, and profit, which will be paid to the Contractor for work performed by the Contractors' own trade forces (for work performed by a Subcontractor, the Subcontractor will be entitled to a fifteen (15%) percent mark-up and the Contractor to a five (5%) percent mark-up; for work performed by a Sub-subcontractor, the Sub-subcontractor will be entitled to a fifteen (15%) percent mark-up, the Subcontractor to a five (5%) percent mark-up, and the Contractor to a five (5%) percent markup);
 - (4) if the net change is in addition to the contract price, it shall include the Contractor's overhead, superintendence, and profit. On any change which involves a net credit, no allowances for overhead, superintendence, and profit shall be figured;
 - (5) plus actual direct premium cost of payment and performance bonds required of the Contractor and its Subcontractors, provided there will be an appropriate credit for bond premiums in the case of a credit Change Order.
- d. If unit prices are stated in the Contract Documents or subsequently agreed upon, or if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

SC-10.03 WORK PERFORMED UNDER PROTEST

The Contractor shall perform all work as directed by the Owner and if the Owner determines that certain work for which the Contractor has requested a Change Order does not represent a change in the Contract, or if the Contractor and Owner cannot agree to the amount of compensation for a Change Order, the Contractor shall perform said work under protest and shall follow the procedures described in the following subparagraphs a. and b.:

- a. If the Contractor claims compensation for a Change Order not approved by the Owner, the Contractor shall, on or before the first working day following commencement of any such work or sustaining of any such damage, submit to the Owner's representative a written statement of the nature of such work or damage sustained. The Contractor will not be entitled to compensation for any portion of its Change Order claim related to work performed prior to the Owner's receipt of the written statement referred to in the previous sentence.
- b. On or before the second (2nd) working day after the commencement of such work or sustaining

of such damage, and daily thereafter, the Contractor shall file to the extent possible with the Engineer and the Owner itemized statements of the details and costs of such work performed or damage sustained; and unless such statements shall be made as so required, its claim for such compensation shall be forfeited and invalid and it shall not be entitled to payment on account of any such work or damage.

c. The Owner shall have the right to reject Change Orders executed by the Contractor under a reservation of rights.

SC-10.04 COMPUTING TIME EXTENSIONS

Contract Time shall not be changed due to a delay in the Contractor's early completion date until all Contract Float is used and performance of the specified work necessarily extends beyond the Contract Time. An extension in Contract Time will not be approved unless the Contractor demonstrates through a detailed CPM schedule analysis that unforeseeable causes, beyond the control of and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers at any tier, led to performance or completion of all or part of the work beyond the corresponding Contract Time despite the Contractor's reasonable and diligent actions. If granted, an extension in Contract Time shall be the Contractor's sole and exclusive remedy for any delay, disruption, interference, hindrance, and associated costs, however caused.

SC-10.05 STATUTORY PROVISIONS – DIFFERING SITE CONDITIONS; TIMELY DECISIONS

The Contractor's attention is directed to M.G.L. c.30, Sections 39I, 39J, 39N, 39O, and 39P, the provisions of which apply to the Contract.

a. Differing Site Conditions, M.G.L. c.30, Section 39N.

If, during the progress of the work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents either the Contractor or the Owner may request an equitable adjustment in the Contract price applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions as discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Owner shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are of such nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the work, the Owner shall upon submission by the Contractor of a properly submitted change order request, make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly.

SUPPLEMENTARY CONDITIONS

PART II - STATE AND LEGAL GOVERNMENT PROVISIONS

State and Local Government provisions included herein, have been selected from those to which specific references have been made elsewhere in the Contract Documents. Each and every other provision of law or clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and our provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

1.0 State Government Provisions were current as of February 6, 2017.

1.1 Contractor and Owner agree that the following provisions of the Commonwealth of Massachusetts apply to the work to be performed under this Contract, and that these provisions supersede any conflicting provisions of said Contract.

1.1.1 CHAP. 30 M.G.L, SECTION 39F

Construction contracts; assignment and subrogation; Subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts

(1) Every contract awarded pursuant to sections forty four A to L, inclusive of chapter one hundred and forty nine, shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the General Contractor and each Subcontractor.

Forthwith after the General Contractor receives payment on account of a periodic estimate, the General Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.

Not later than the sixty fifth day after each Subcontractor substantially completes his work in accordance with the Plans and Specifications, the entire balance due under the subcontract less amounts retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the Subcontractor; and the Awarding Authority shall pay that amount to the General Contractor. The General Contractor shall forthwith pay to the Subcontractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.

Each payment made by the Awarding Authority to the General Contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a Subcontractor shall be made to the General Contractor for the account of that Subcontractor; and the Awarding Authority shall take reasonable steps to compel the General Contractor to make each such payment to each such Subcontractor. If the Awarding Authority has received a demand for direct

payment from a Subcontractor for any amount which has already been included in a payment to the General Contractor or which is to be included in a payment to the General Contractor for payment to the Subcontractor as provided in sub paragraphs (a) and (b), the Awarding Authority shall act upon the demand as provided in this section.

If, within seventy (70) days after the Subcontractor has Substantially Completed the subcontract work, the Subcontractor has not received from the General Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the Subcontractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority, and a copy shall be delivered to or sent by certified mail to the General Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after Substantial Completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract work. Within ten (10) days after the Subcontractor has delivered or so mailed the demand to the Awarding Authority and delivered or so mailed a copy to the General Contractor, the General Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor and of the amount due for each claim made by the General Contractor against the Subcontractor.

(e) Within fifteen (15) days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth day after Substantial Completion of the subcontract work, the Awarding Authority shall make direct payment to the Subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount (i) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the General Contractor in the sworn reply; provided, that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The Awarding Authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this sub paragraph.

(f) The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the General Contractor and the Subcontractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the General Contractor and the Subcontractor and shall notify the General Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the General Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the General Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the General Contractor and in the order

of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the Awarding Authority to the General Contractor to the extent of such payment.

(h) The Awarding Authority shall deduct from payments to a General Contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the General Contractor.

(i) If the Subcontractor does not receive payment as provided in subparagraph (a) or if the General Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the Subcontractor may demand direct payment by following the procedure in subparagraph (d) and the General Contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the General Contractor. Thereafter the Awarding Authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a Subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty nine of chapter one hundred forty nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the Awarding Authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all Subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty four A to forty four H, inclusive, of chapter one hundred forty nine shall mean a person who files a sub bid and receives a subcontract as a result of that filed sub bid or who is approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the General Contractor, (ii) for contracts awarded as provided in Paragraph (a) of section thirty nine M of chapter thirty shall mean a person approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the General Contractor, and (iii) for contracts with the Commonwealth not awarded as provided in forty four A to forty four H, inclusive, of chapter one hundred forty nine shall also mean a person contracting with the General Contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars (\$5,000.00).

(4) A General Contractor or a Subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph (1) by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph (1) by a petition in equity in the superior court against the Awarding Authority and the General Contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty nine and fifty nine B of chapter two hundred thirty one² shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty nine and fifty nine B and,

upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors or the same General Contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same General Contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for direct payment for which no funds due the General Contractor are available for direct payment shall have a right to file a petition in court of equity against the Awarding Authority claiming a demand for direct payment is premature and such Subcontractor must file the petition before the Awarding Authority has made a direct payment to the Subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a Subcontractor has filed a demand for direct payment the court shall, upon motion of the General Contractor, reduce by the amount of any deposit of a disputed amount by the Awarding Authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.

1.1.2 CHAP. 30 M.G.L. SECTION 39G

Completion of public works; semi-final and final estimates; payments; extra work; disputed items

Upon Substantial Completion of the work required by a contract with the Commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and water mains, airports and other public works, the Contractor shall present in writing to the Awarding Authority its certification that the work has been Substantially Completed. Within twenty one (21) days thereafter, the Awarding Authority shall present to the Contractor either a written declaration that the work has been Substantially Completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been Substantially Completed. The Awarding Authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the Contractor must achieve Substantial Completion of the work. In the event that the Awarding Authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the Contractor's certification within the twenty one day period, the Contractor's certification shall take effect as the Awarding Authority's declaration that the work has been Substantially Completed.

Within sixty-five (65) days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one per cent retainage, if held by the awarding authority, on that work, including the quantity, price and all but one per cent retainage, if held by the awarding authority, for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding

authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the Awarding Authority fails to prepare and send to the Contractor any Substantial Completion estimate required by this section on or before the date herein above set forth, the Awarding Authority shall pay to the Contractor interest on the amount which would have been due to the Contractor pursuant to such Substantial Completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the Awarding Authority sends that Substantial Completion estimate to the Contractor for acceptance or to the date of payment therefor, whichever occurs first. The Awarding Authority shall include the amount of such interest in the Substantial Completion Estimate.

Within fifteen (15) days after the effective date of the declaration of Substantial Completion, the Awarding Authority shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the Contractor shall complete all such work items within forty five (45) days after the receipt of such list or before the then contract completion date, whichever is later. If the Contractor fails to complete such work within such time, the Awarding Authority may, subsequent to seven (7) days written notice to the Contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the Contractor.

Within thirty (30) days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage, if held by the awarding authority, on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty (30) days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The Awarding Authority shall pay the amount due pursuant to any periodic, Substantial Completion or final estimate within thirty five (35) days after receipt of written acceptance for such estimate from the Contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth (35th) day to the date of payment. Within fifteen (15) days, thirty (30) days in the case of the Commonwealth, after receipt from the Contractor, at the place designated by the Awarding Authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the Awarding Authority shall make

a periodic payment to the Contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the Contractor has title or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Awarding Authority, upon certification by the Contractor that he is the lawful owner and that the materials are free from all encumbrances. The Awarding Authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the Contractor, a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of section thirty nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent (5%) of the approved amount of any periodic payment, and the same right to retention shall apply to bonded Subcontractors entitled to direct payment under section thirty nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, Substantial Completion or final estimate or acceptance or payment thereof shall bar a Contractor from reserving all rights to dispute the quantity and amount of, or the failure of the Awarding Authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial Completion, for the purposes of this section, shall mean either that the work required by the Contract has been completed except for work having a contract price of less than one per cent (1%) of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the Contract.

1.1.3 CHAP. 30 MGL SECTION 39K

Public building construction contracts; payments

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the Commonwealth, or by any County, City, Town, District, Board, Commission or other public body, when the amount is more than five thousand dollars (\$5,000.00) in the case of the Commonwealth and more than two thousand dollars (\$2,000.00) in the case of any County, City, Town, District, Board, Commission or other public body, shall contain the following paragraph:— Within fifteen (15) days (thirty (30) days in the case of the Commonwealth, including local housing authorities) after receipt from the Contractor, at the place designated by the Awarding Authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Awarding Authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Awarding Authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the Contractor and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of section thirty nine F, and less (3) a retention not exceeding five per cent (5%) of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty five (65) days after (a) the Contractor fully completes the work or Substantially Completes the work so that the value of the work remaining to be done is, in the estimate of

the Awarding Authority, less than one per cent (1%) of the original Contract Price, or (b) the Contractor Substantially Completes the work and the Awarding Authority takes possession for occupancy, whichever occurs first, the Awarding Authority shall pay the Contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of section thirty nine F, or based on the record of payments by the Contractor to the Subcontractors under this contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in section thirty nine F. If the Awarding Authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three (3) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen (15) days (twenty four (24) days in the case of the Commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the Awarding Authority if such a place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.

The Awarding Authority may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the Awarding Authority may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the Awarding Authority, or to its designee as set forth in writing to the Contractor, and the date of receipt by the Awarding Authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub subtrade listed in sub bid form as required by Specifications and a column listing the amount paid to each Subcontractor and Sub-Subcontractor as of the date the periodic estimate is filed. The person making payment for the Awarding Authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the Architect to the effect that the Contractor has fully or Substantially Completed the work shall, subject to the provisions of section thirty nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than one per cent (1%) of the adjusted contract price, or the awarding authority has determined that the Contractor has substantially completed the work

and the Awarding Authority has taken possession for occupancy, the Awarding Authority may send to the General Contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The General Contractor shall then complete all such work items within thirty (30) days of receipt of such list or before the contract completion date, whichever is later. If the General Contractor fails to complete all incomplete and unsatisfactory work items within forty-five (45) days after receipt of such items furnished by the Awarding Authority or before the contract completion date, whichever is later, subsequent to an additional fourteen (14) days' written notice to the General Contractor by certified mail, return receipt requested, the Awarding Authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the General Contractor and such termination shall be without prejudice to any other rights or remedies the Awarding Authority may have under the contract. The Awarding Authority shall note any such termination in the evaluation form to be filed by the Awarding Authority pursuant to the provisions of section forty-four D of chapter one hundred and forty-nine.

1.1.4 CHAP. 30 MGL SECTION 39M

Contracts for construction and materials; manner of awarding

(a) Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is and estimated by the awarding authority to cost less than \$10,000 dollars shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The awarding authority shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. An awarding authority that utilizes a vendor on a statewide contract procured through the operational services division, or a blanket contract procured by the awarding authority pursuant to this section, shall be deemed to have obtained the contract through sound business practices.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall

record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response.

An awarding authority may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this subsection. An awarding authority may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to this section or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost more than \$50,000, and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection (1) of section 44A of chapter 149, estimated to cost more than \$50,000 but not more than \$150,000, shall be awarded to the lowest eligible responsible bidder on the basis of competitive bids publicly opened and read by the awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of: (1) a bid bond, (2) cash, or (3) a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of the bid deposit shall be 5 per cent of the value of the bid. Any person submitting a bid pursuant to this section shall, on such bid, certify as follows:

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(Name of person signing bid)

(Company)

This subsection shall not apply to the award of any contract subject to the provisions of sections 44A to 44J, inclusive, of chapter 149 and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency: (1) caused by enemy attack, sabotage or other such hostile actions or (2) resulting from an imminent security threat explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this subsection to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided, that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the Awarding Authority or promptly given in writing by the Awarding Authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item

so named or described if, in the opinion of the Awarding Authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three (3) named brands of material or a description of material which can be met by a minimum of three (3) manufacturers or producers, and for the equal of any one of said name or described materials.

(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of contract award the security by bond required under section twenty-nine of chapter one hundred and forty-nine; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

(d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of highways at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than \$50,000 awarded by a governmental body, as defined by section two of chapter thirty B, in accordance with the provisions of section five of said chapter thirty B; and (5) to any contract solely for the purchase of material awarded by a governmental body, as defined by section 2 of chapter 30B, in accordance with section 5 of said chapter 30B, or procured through the operational services division pursuant to sections 22 and 52 of chapter 7.

The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

1.1.5 CHAP. 30 MGL SECTION 39N

Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an Awarding Authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the Contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the Contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor; or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

1.1.6 CHAP. 30 MGL SECTION 39O

Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the General Contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the General Contractor against the Awarding Authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the General Contractor or the Subcontractor may have against each other.

(a) The Awarding Authority may order the General Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided however, that if there is a suspension, delay or interruption for fifteen (15) days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The General Contractor must submit the amount of a claim under provision (a) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim

incurred more than twenty (20) days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

1.1.7 CHAP. 30 MGL SECTION 39P

Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the Awarding Authority, or any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty (30) days after the written submission for decision; but if such decision requires extended investigation and study, the Awarding Authority, the official, architect or engineer shall, within thirty (30) days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty (30) day period and the date by which the decision will be made.

1.1.8(a) CHAP. 30 MGL SECTION 39R

Definitions; contract provisions; management and financial statements; enforcement

(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

"Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive of chapter one hundred and forty-nine which is for an amount or estimated amount greater than one hundred thousand dollars (\$100,000.00).

"Contract" means any contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars (\$100,000.00).

(3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

(4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an

accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the Awarding Authority.

(5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

(6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the Contractor.

(7) "Management", when used herein, means the chief executive officers, partners, principals or other persons or persons primarily responsible for the financial and operational policies and practices of the Contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The Contractor shall make, and keep for at least six (6) years after final payment, books, records, and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor, and

(2) until the expiration of six (6) years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of his Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his Subcontractors, and

(3) if the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Awarding Authority including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) if the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) if the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every Contractor awarded a contract shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

(1) transactions are executed in accordance with management's general and specific authorization;

(2) transactions are recorded as necessary

i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. to maintain accountability for assets;

(3) access to assets is permitted only in accordance with management's general or specific authorization; and

(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every Contractor awarded a contract shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to:

(1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every Contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the Awarding Authority upon request.

(e) The Office of Inspector General, the Commissioner of Capital Asset Management and Maintenance and any other Awarding Authority shall enforce the provisions of this section. The Commissioner of Capital Asset Management and Maintenance may after providing an opportunity for the Inspector General and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all Awarding Authorities. A

Contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

1.1.9 CHAP. 149 MGL SECTION 25

Lodging, board and trade of public employees; statute part of employment contract

Every employee in public works shall lodge, board and trade where and with whom he elects, and no person or his agents or employees under contract with the Commonwealth, a County, City or Town, or with a Department, Board, Commission or Officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the Contract for such employment.

1.1.10 CHAP. 149 MGL SECTION 26

Public works; preference to veterans and citizens; wages

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six (6) months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4 and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six (6) months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town, authority or district and, within such preference, preference shall be given to service-disabled veterans. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two (2) or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in

certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided further, that in towns where no such rate or rates have been so established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town, authority or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand dollars (\$1,000.00) are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Permanent and temporary laborers employed by the state department of highways and by the metropolitan district commission shall receive such salary or compensation as may be fixed under and in accordance with sections forty-five to fifty inclusive of chapter thirty.

1.1.11 CHAP. 149 MGL SECTION 34

Public contracts; stipulation as to hours and days of work; void contracts

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the Commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the Commonwealth, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty eight (48) hours in any one (1) week, or more than six (6) days in any one (1) week, except in cases of emergency, or, in case any town subject to section thirty one is a party to such a contract, more than eight (8) hours in any one day, except as aforesaid; provided, that in contracts entered into by the Department of Highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said Department, or any Contractor or Subcontractor for said Department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight (8) hours in any one (1) day in such construction or reconstruction when, in the opinion of the Commissioner, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

1.1.12 CHAP. 149 MGL SECTION 34A

Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute

Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the Commonwealth or any political subdivision thereof shall contain stipulations requiring that the Contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty two to all persons to be employed under the contract, and that the Contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the Commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor. The superior court shall have jurisdiction in equity to enforce this section.

Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars (\$100.00) or by imprisonment for six (6) months, or both; and, in addition, any Contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the Commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

1.1.13 CHAP. 149 MGL SECTION 34B

Contracts for public works; wages for reserve police officer

Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the Commonwealth or any political subdivision thereof shall contain stipulations requiring that the Contractor shall pay to any reserve police officer employed by him in any City or Town the prevailing rate of wage paid to regular police officers in such City or Town.

1.1.14 CHAP. 149 MGL SECTION 44A

Section forty-four A. (1) The words defined in this section shall have the meaning set forth below whenever they appear in sections forty-four A through forty-four H, inclusive, of this chapter unless indicated otherwise or unless the context in which they are used clearly requires a different meaning.

“Commissioner”, means the commissioner of the division of capital asset management and maintenance or his designee.

“Public Agency” means a department, agency, board, commission, authority, or other instrumentality of the commonwealth or political subdivision of the commonwealth, or two or more subdivisions thereof but not including the Massachusetts Bay Transportation Authority;

“Responsible” means demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of section forty-four D of this chapter;

“Eligible” means able to meet all requirements for bidders or offerors set forth in sections forty-four A through forty-four H of this chapter and not debarred from bidding under section forty-four C of

this chapter or any other applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

“Modular Building”, a pre-designed building or units of a pre-designed building assembled and equipped with internal plumbing, electrical or similar systems prior to movement to the site where such units are attached to each other and such building is affixed to a foundation and connected to external utilities; or any portable structure with walls, a floor, and a roof, designed or used for the shelter of persons or property, transportable in one or more sections and affixed to a foundation and connected to external utilities.

“Procurement”, buying, purchasing, or otherwise acquiring and installing a modular building, and all functions that pertain to the acquisition and installation of a modular building, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

“Proprietary environmental technology systems”, systems, in the Town of Natick, including solid waste related equipment, supporting structures, and buildings, designed, manufactured, and produced under exclusive individual right to sell such product, pertaining to solid waste related environmental protection or remediation. Such systems shall include, but not be limited to, sequential, turnkey, construction management, design/build procurement, and the phasing of such procurement, including approval of design and construction stages as separate or combined phases.

(2)(A) (A) Every contract or procurement for the construction, reconstruction, installation, demolition, maintenance or repair of a building by a public agency estimated to cost less than \$10,000 shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The public agency shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. A public agency that utilizes a vendor on a statewide contract procured through the operational services division of the commonwealth, or a blanket contract procured by the public agency pursuant to this subsection, shall be deemed to have obtained the contract through sound business practices.

(B) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building estimated to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible person offering to perform the contract at the lowest price. The public agency shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the public agency and the time period within which the work shall be completed. The public agency shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response. A public agency may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this paragraph. A public agency may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to either section 39M of chapter 30 or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000. For purposes of this paragraph, the term "public notification" shall include, but not be limited to, posting at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the public agency,

(2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the public agency; provided, however, that if the public agency obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the public agency, public notification is not required.

(C) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than \$50,000 but not more than \$150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read in accordance with the procedure set forth in said section 39M of said chapter 30. The term "pumping station" as used in this section shall mean a building or other structure which houses solely pumps and appurtenant electrical and plumbing fixtures.

(D) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than \$150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible general bidder on the basis of competitive bids in accordance with the procedure set forth in section 44A to 44H, inclusive.

(E) When the general court has approved the use of an alternative mode of procurement of construction for a project pursuant to section seven E of chapter twenty-nine, the awarding authority responsible for procuring construction services for the project shall follow the policies and procedures of this section and of section forty-four B to 44H, inclusive, to the extent compatible with the mode of construction procurement selected.

(F) Notwithstanding paragraph (E), a public agency may undertake the procurement of modular buildings, in accordance with section forty-four E. A public agency may procure site work for modular buildings, including but not limited to, construction of foundations, installations, and attachment to external utilities, or any portion of site work, either in combination with the procurement of modular buildings pursuant to section 44E or on the basis of competitive bids pursuant to the paragraph (E). Notwithstanding the paragraph (E), a public agency may procure energy management services in accordance with section eleven C of chapter twenty-five A and regulations promulgated thereunder.

(3) The award of every such contract in connection with which approval by an officer, board or agency of the federal government is required shall be made within thirty days, Saturdays, Sundays and legal holidays excluded, after such approval; and the award of every contract subject to this section in connection with which approval by an officer, board or agency of the federal government is not required shall be made within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids therefor. If the bidder selected as the general contractor fails to perform his agreement to execute a contract in accordance with the terms of his bid and furnish a performance bond and also a labor and materials or payment bond as stated in his bid in accordance with section forty-four E, an award shall be made to the next lowest responsible and eligible bidder, subject to the provisions of sections forty-four A to forty-four H, inclusive, of this chapter. The thirty-day time limit shall not be applicable to a second or subsequent award made after expiration of the time limit with the consent of said next lowest responsible

and eligible bidder, and made because the original award made within the time limit was invalid, or because the bidder failed to execute the contract or to provide a performance bond and labor and materials or payment bond.

(4) In cases of extreme emergency, the awarding authority may, with the prior approval of the commissioner, award a contract for that portion of the work necessary to preserve the health or safety of persons or property or to alleviate an imminent security threat on the basis of such competitive bids or proposals as it can obtain in time to care for the extreme emergency and without public opening of the bids or proposals. Where the nature of the emergency prevents the awarding authority from obtaining the prior approval of the commissioner, the awarding authority may contract for the necessary work without said prior approval; provided, however, that the approval of the commissioner shall still be sought at the earliest possible time; and provided, further, that if the commissioner at that time fails to approve the emergency determination the awarding authority shall promptly cease all work for which the emergency determination was denied. In such cases, the contractor shall be entitled to payment for the fair value of the labor and materials furnished prior to cessation of the work.

The commissioner shall maintain a record of all contracts awarded pursuant to this subsection, containing a description of the circumstances and the reasons for the commissioner's determination.

(5) (a) Notwithstanding the provisions of this section or any other general or special law to the contrary, a municipality may enter into a contract for proprietary environmental technology systems as defined in subsection (1) of this section without said contract being subject to the competitive bid process as set forth in sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven; this section and sections forty-four B to forty-four H, inclusive, of this chapter, and section thirty-nine M of chapter thirty; provided that the awarding authority meets the conditions set forth and receives the approvals required in paragraph (b) of this subsection.

(b) Prior to the issuance of any request for proposal with respect to the awarding of any contract pursuant to the provisions of paragraph (a) of this subsection, the awarding authority shall meet or obtain each of the following conditions or required approvals: (1) the municipality shall appoint qualified persons to conduct a thorough review of all available environmental technology, including both proprietary and non-proprietary environmental technology, and if the conclusion of this review is that a contract for proprietary environmental technology systems is in the public interest, such conclusion shall be supported by sound documented reasons in writing available for public inspection; (2) the city council, the board of selectmen, or the town meeting shall take a majority vote finding that it is in the public interest to enter into a contract for proprietary environmental technology systems, as defined in subsection (1) of this section, providing such vote is supported by the conclusion of the review conducted pursuant to condition (1); (3) both the attorney general and the commissioner of the department of environmental protection shall grant written approval; (4) said contract shall be subject to any limitation in the waiver of sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven, sections forty-four A to forty-four H of chapter one hundred and forty-nine, and section thirty-nine M of chapter thirty imposed by either the attorney general or the commissioner of the department of environmental protection as a condition for a grant of approval by said officers; and (5) every proprietary environmental technology systems contract shall be as compatible with sections thirty-eight A to thirty-eight O, inclusive, of chapter seven, sections forty-four A to forty-four H of chapter one hundred and forty-nine, and section thirty-nine M of chapter thirty as is feasible for the procurement of the proprietary environmental technology systems chosen.

(G) Every contract by a state agency or state assisted contract for design, construction, reconstruction, installation, demolition, maintenance or repair shall set forth the participation goals of

minority and women workers to be employed on each such contract and the processes and procedures to ensure compliance with those workforce participation goals, including reporting and enforcement provisions.

1.1.15 CHAP.149 MGL SECTION 44G(D)

(D) Every contract subject to section forty-four A shall include specifications for the installation of weather protection and shall require that the contractor shall install the same and that he shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the commissioner or his designee.

INSURANCE CERTIFICATION FORM

This form is to be completed by an authorized representative of each insurance company providing coverages, to verify that contract insurance requirements are provided.

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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WORKMAN'S COMPENSATION (Contractor as Insured)

SC 5.4	Workman's Compensation	_____	# _____	\$ _____	_____
SC 5.4	Employer's Liability	_____	# _____		
	a. Each Accident			\$ _____	_____
	b. Disease Policy Limit			\$ _____	_____
	c. Disease Each Employee			\$ _____	_____

COMMERCIAL GENERAL LIABILITY (Contractor as Insured, Owner and Engineer as Additional Insured)

SC 5.4	General Liability	_____	# _____		
	a. General Aggregate			\$ _____	_____
	b. Each Occurrence			\$ _____	_____
	1. Premises/Operations			\$ _____	_____
	2. Products/Completed Operation			\$ _____	_____
	3. Contractual			\$ _____	_____
	4. Independent Contractors			\$ _____	_____
	5. Broad Form Property Damage			\$ _____	_____
	6. Personal Injury			\$ _____	_____
	7. Medical Expense			\$ _____	_____
	8. XCU			\$ _____	_____

AUTOMOTIVE LIABILITY (Contractor as Named Insured)

a.	Combined Single Limit	_____	# _____	\$ _____	_____
	1. Scheduled Autos			\$ _____	_____
	2. Hired Autos			\$ _____	_____
	3. Non Owned Autos			\$ _____	_____

INSURANCE CERTIFICATION FORM (Continued)

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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EXCESS UMBRELLA LIABILITY

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____

INSTALLATION FLOATER

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____
c.	Installation Floater	_____	# _____	\$ _____	_____

BUILDER'S ALL RISK

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____
c.	All Risk	_____	# _____	\$ _____	_____

OWNER'S PROTECTIVE LIABILITY

(Owner and Engineer as Named Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____

I hereby certify that the information contain herein is accurate to the best of knowledge.

SIGNATURE

PRINTED NAME

DATE

PRINTED TITLE

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

CHANGE ORDER FORM

Original Contract Price	\$ _____
Previous Change Orders #	\$ _____
Present Contract Price	\$ _____
This Change Order # Increase/Decrease	\$ _____

Total Adjusted Contract Price	\$ _____
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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

Example Calculation Sheet

(1) Labor

Foreman	10 hrs @ \$45.00/hr.	\$ 450.00	
Engineer	10 hrs @ 35.00/hr.	350.00	
Operator	10 hrs @ 40.00/hr.	400.00	
Laborers	24 hrs @ 28.00/hr.	672.00	
			\$ 1,872.00

(2) Direct Labor Cost (use the agreed upon
Direct Labor Cost)

*(30) % of \$1,872

*(used for example purposes only) 561.60

(3) Materials & Freight

150 l.f. of 12" pipe @ \$15.00/l.f.	\$2,250.00	
15 v.f. precast SMH	2,500.00	
Freight (slip # Enclosed)	110.00	
		4,860.00

(4) Equipment

1 Backhoe 10 hrs @ \$140.00/hr.	\$1,400.00	
1 Truck crane 10 hrs @ \$180.00/hr.	1,800.00	
		- 3,200.00

Total items 1 through 4) \$ 10,493.60

(5) 15% markup for Overhead, Profit

15% of \$10,493.60 \$ 1,574.04

(6) 5% markup for General Contractor
(if Subcontractor is involved)

5% of \$10,493.60 524.68

(7) Credits deductible - 323.00

Total Cost \$ 12,269.32

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculations, Blue Book equipment rental rate printouts, photographs, reports, etc.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Natick
Contract Number: W-153 **City/Town:** NATICK
Description of Work: WATER MAIN REHABILITATION / REPLACEMENT - Water main cleaning, lining & replacement.

Job Location: Rt 9 & Rt 135 Natick

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT	12/01/2018	\$33.25	\$11.91	\$12.70	\$0.00	\$57.86
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2019	\$34.25	\$11.91	\$12.70	\$0.00	\$58.86
	08/01/2019	\$34.25	\$12.41	\$12.70	\$0.00	\$59.36
	12/01/2019	\$34.25	\$12.41	\$13.72	\$0.00	\$60.38
	06/01/2020	\$35.15	\$12.41	\$13.72	\$0.00	\$61.28
	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT	12/01/2018	\$33.32	\$11.91	\$12.70	\$0.00	\$57.93
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2019	\$34.32	\$11.91	\$12.70	\$0.00	\$58.93
	08/01/2019	\$34.32	\$12.41	\$12.70	\$0.00	\$59.43
	12/01/2019	\$34.32	\$12.41	\$13.72	\$0.00	\$60.45
	06/01/2020	\$35.22	\$12.41	\$13.72	\$0.00	\$61.35
	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2018	\$33.44	\$11.91	\$12.70	\$0.00	\$58.05
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2019	\$34.44	\$11.91	\$12.70	\$0.00	\$59.05
	08/01/2019	\$34.44	\$12.41	\$12.70	\$0.00	\$59.55
	12/01/2019	\$34.44	\$12.41	\$13.72	\$0.00	\$60.57
	06/01/2020	\$35.34	\$12.41	\$13.72	\$0.00	\$61.47
	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
LABORERS - ZONE 2	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2018	\$35.40	\$12.50	\$8.50	\$0.00	\$56.40
	06/01/2019	\$36.40	\$12.50	\$8.50	\$0.00	\$57.40
	12/01/2019	\$37.40	\$12.50	\$8.50	\$0.00	\$58.40
	06/01/2020	\$38.40	\$12.50	\$8.50	\$0.00	\$59.40
	12/01/2020	\$39.40	\$12.50	\$8.50	\$0.00	\$60.40
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BOILER MAKER	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
BOILERMAKERS LOCAL 29	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

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

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2019	\$51.41	\$10.75	\$20.06	\$0.00	\$82.22
BRICKLAYERS LOCAL 3 (LOWELL)	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 - 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

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.38	\$10.75	\$20.20	\$0.00	\$57.33
2	60	\$31.66	\$10.75	\$20.20	\$0.00	\$62.61
3	70	\$36.93	\$10.75	\$20.20	\$0.00	\$67.88
4	80	\$42.21	\$10.75	\$20.20	\$0.00	\$73.16
5	90	\$47.48	\$10.75	\$20.20	\$0.00	\$78.43

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2018	\$39.75	\$7.85	\$15.55	\$0.00	\$63.15
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$40.75	\$7.85	\$15.55	\$0.00	\$64.15
	12/01/2019	\$41.75	\$7.85	\$15.55	\$0.00	\$65.15
	06/01/2020	\$42.74	\$7.85	\$15.55	\$0.00	\$66.14
	12/01/2020	\$43.72	\$7.85	\$15.55	\$0.00	\$67.12
	06/01/2021	\$44.74	\$7.85	\$15.55	\$0.00	\$68.14
	12/01/2021	\$45.75	\$7.85	\$15.55	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$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 <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2019	\$42.35	\$9.90	\$17.50	\$0.00	\$69.75

Apprentice - CARPENTER - Zone 2 Eastern MA

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 \$30.69/ 3&4 \$36.59/ 5&6 \$53.59/ 7&8 \$59.55

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS -ZONE 2 (Wood Frame)</i>	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

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - CARPENTER (Wood Frame) - Zone 2

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

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
2	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
3	65	\$17.89	\$7.07	\$7.86	\$0.00	\$32.82
4	70	\$19.26	\$7.07	\$7.86	\$0.00	\$34.19
5	75	\$20.64	\$7.07	\$7.86	\$0.00	\$35.57
6	80	\$22.02	\$7.07	\$7.86	\$0.00	\$36.95
7	85	\$23.39	\$7.07	\$7.86	\$0.00	\$38.32
8	90	\$24.77	\$7.07	\$7.86	\$0.00	\$39.70

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$19.26/ 3&4 \$26.72/ 5&6 \$33.89/ 7&8 \$36.60

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2019	\$43.68	\$12.50	\$22.41	\$0.30	\$78.89
BRICKLAYERS LOCAL 3 (LOWELL)	07/01/2019	\$44.56	\$12.50	\$22.41	\$0.30	\$79.77
	01/01/2020	\$45.80	\$12.50	\$22.41	\$0.30	\$81.01

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Lowell
Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.84	\$12.50	\$15.41	\$0.00	\$49.75
2	60	\$26.21	\$12.50	\$17.41	\$0.30	\$56.42
3	65	\$28.39	\$12.50	\$18.41	\$0.30	\$59.60
4	70	\$30.58	\$12.50	\$19.41	\$0.30	\$62.79
5	75	\$32.76	\$12.50	\$20.41	\$0.30	\$65.97
6	80	\$34.94	\$12.50	\$21.41	\$0.30	\$69.15
7	90	\$39.31	\$12.50	\$22.41	\$0.30	\$74.52

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.28	\$12.50	\$15.41	\$0.00	\$50.19
2	60	\$26.74	\$12.50	\$17.41	\$0.30	\$56.95
3	65	\$28.96	\$12.50	\$18.41	\$0.30	\$60.17
4	70	\$31.19	\$12.50	\$19.41	\$0.30	\$63.40
5	75	\$33.42	\$12.50	\$20.41	\$0.30	\$66.63
6	80	\$35.65	\$12.50	\$21.41	\$0.30	\$69.86
7	90	\$40.10	\$12.50	\$22.41	\$0.30	\$75.31

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2018	\$48.58	\$11.50	\$15.60	\$0.00	\$75.68
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$49.68	\$11.50	\$15.60	\$0.00	\$76.78
	12/01/2019	\$50.83	\$11.50	\$15.60	\$0.00	\$77.93
	06/01/2020	\$51.93	\$11.50	\$15.60	\$0.00	\$79.03
	12/01/2020	\$53.08	\$11.50	\$15.60	\$0.00	\$80.18
	06/01/2021	\$54.18	\$11.50	\$15.60	\$0.00	\$81.28
	12/01/2021	\$55.33	\$11.50	\$15.60	\$0.00	\$82.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) 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 - 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

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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 <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total RateApprentice - *ELECTRICIAN - Local 103*

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

01/01/2019	\$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

Apprentice - *ELEVATOR CONSTRUCTOR - Local 4*

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

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.71	\$15.73	\$0.00	\$0.00	\$46.44
2	55	\$33.78	\$15.73	\$18.41	\$0.00	\$67.92
3	65	\$39.92	\$15.73	\$18.41	\$0.00	\$74.06
4	70	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
5	80	\$49.14	\$15.73	\$18.41	\$0.00	\$83.28

Notes:

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

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	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 <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$43.19	\$11.00	\$15.50	\$0.00	\$69.69
	05/01/2019	\$44.33	\$11.00	\$15.50	\$0.00	\$70.83
	11/01/2019	\$45.33	\$11.00	\$15.50	\$0.00	\$71.83
	05/01/2020	\$46.48	\$11.00	\$15.50	\$0.00	\$72.98
	11/01/2020	\$47.48	\$11.00	\$15.50	\$0.00	\$73.98
	05/01/2021	\$48.68	\$11.00	\$15.50	\$0.00	\$75.18
	11/01/2021	\$49.63	\$11.00	\$15.50	\$0.00	\$76.13
	05/01/2022	\$50.78	\$11.00	\$15.50	\$0.00	\$77.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$44.67	\$11.00	\$15.50	\$0.00	\$71.17
	05/01/2019	\$45.82	\$11.00	\$15.50	\$0.00	\$72.32
	11/01/2019	\$46.83	\$11.00	\$15.50	\$0.00	\$73.33
	05/01/2020	\$47.98	\$11.00	\$15.50	\$0.00	\$74.48
	11/01/2020	\$48.99	\$11.00	\$15.50	\$0.00	\$75.49
	05/01/2021	\$50.15	\$11.00	\$15.50	\$0.00	\$76.65
	11/01/2021	\$51.16	\$11.00	\$15.50	\$0.00	\$77.66
	05/01/2022	\$52.32	\$11.00	\$15.50	\$0.00	\$78.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$22.45	\$11.00	\$15.50	\$0.00	\$48.95
	05/01/2019	\$23.13	\$11.00	\$15.50	\$0.00	\$49.63
	11/01/2019	\$23.72	\$11.00	\$15.50	\$0.00	\$50.22
	05/01/2020	\$24.39	\$11.00	\$15.50	\$0.00	\$50.89
	11/01/2020	\$24.98	\$11.00	\$15.50	\$0.00	\$51.48
	05/01/2021	\$25.66	\$11.00	\$15.50	\$0.00	\$52.16
	11/01/2021	\$26.26	\$11.00	\$15.50	\$0.00	\$52.76
	05/01/2022	\$26.93	\$11.00	\$15.50	\$0.00	\$53.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$39.13	\$11.50	\$15.60	\$0.00	\$66.23
	06/01/2019	\$40.04	\$11.50	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.99	\$11.50	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.90	\$11.50	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.85	\$11.50	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.76	\$11.50	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.71	\$11.50	\$15.60	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2018	\$22.50	\$7.85	\$14.44	\$0.00	\$44.79
	06/01/2019	\$22.50	\$7.85	\$14.44	\$0.00	\$44.79
	12/01/2019	\$23.50	\$7.85	\$14.44	\$0.00	\$45.79
	06/01/2020	\$23.50	\$7.85	\$14.44	\$0.00	\$45.79
	12/01/2020	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
	06/01/2021	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
	12/01/2021	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2016

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

Notes: Steps are 750 hrs.

% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$30.55/ 3&4 \$36.49/ 5&6 \$53.33/ 7&8 \$59.33

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	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 - 01/01/2019

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

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.48	\$8.15	\$0.00	\$0.00	\$28.63
2	55	\$22.53	\$8.15	\$5.64	\$0.00	\$36.32
3	60	\$24.58	\$8.15	\$6.15	\$0.00	\$38.88
4	65	\$26.62	\$8.15	\$6.66	\$0.00	\$41.43
5	70	\$28.67	\$8.15	\$17.78	\$0.00	\$54.60
6	75	\$30.72	\$8.15	\$18.29	\$0.00	\$57.16
7	80	\$32.77	\$8.15	\$18.80	\$0.00	\$59.72
8	90	\$36.86	\$8.15	\$19.83	\$0.00	\$64.84

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.17	\$11.50	\$0.00	\$0.00	\$37.67
2	60	\$28.55	\$11.50	\$15.60	\$0.00	\$55.65
3	65	\$30.93	\$11.50	\$15.60	\$0.00	\$58.03
4	70	\$33.31	\$11.50	\$15.60	\$0.00	\$60.41
5	75	\$35.69	\$11.50	\$15.60	\$0.00	\$62.79
6	80	\$38.06	\$11.50	\$15.60	\$0.00	\$65.16
7	85	\$40.44	\$11.50	\$15.60	\$0.00	\$67.54
8	90	\$42.82	\$11.50	\$15.60	\$0.00	\$69.92

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.77	\$11.50	\$0.00	\$0.00	\$38.27
2	60	\$29.21	\$11.50	\$15.60	\$0.00	\$56.31
3	65	\$31.64	\$11.50	\$15.60	\$0.00	\$58.74
4	70	\$34.08	\$11.50	\$15.60	\$0.00	\$61.18
5	75	\$36.51	\$11.50	\$15.60	\$0.00	\$63.61
6	80	\$38.94	\$11.50	\$15.60	\$0.00	\$66.04
7	85	\$41.38	\$11.50	\$15.60	\$0.00	\$68.48
8	90	\$43.81	\$11.50	\$15.60	\$0.00	\$70.91

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2019	\$46.50	\$13.20	\$24.12	\$2.52	\$86.34
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
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For apprentice rates see "Apprentice- ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2019	\$46.50	\$13.20	\$24.12	\$2.52	\$86.34
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) <i>PIPEFITTERS LOCAL 537</i>	03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2018	\$47.09	\$12.50	\$15.60	\$0.00	\$75.19
	09/01/2019	\$49.59	\$12.50	\$15.60	\$0.00	\$77.69

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

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	\$23.55	\$12.50	\$11.40	\$0.00	\$47.45
2	60	\$28.25	\$12.50	\$12.24	\$0.00	\$52.99
3	70	\$32.96	\$12.50	\$13.08	\$0.00	\$58.54
4	80	\$37.67	\$12.50	\$13.92	\$0.00	\$64.09

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.80	\$12.50	\$11.40	\$0.00	\$48.70
2	60	\$29.75	\$12.50	\$12.24	\$0.00	\$54.49
3	70	\$34.71	\$12.50	\$13.08	\$0.00	\$60.29
4	80	\$39.67	\$12.50	\$13.92	\$0.00	\$66.09

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	09/16/2018	\$46.07	\$8.00	\$22.85	\$0.00	\$76.92
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Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 09/16/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.64	\$8.00	\$22.85	\$0.00	\$58.49
2	70	\$32.25	\$8.00	\$22.85	\$0.00	\$63.10
3	75	\$34.55	\$8.00	\$22.85	\$0.00	\$65.40
4	80	\$36.86	\$8.00	\$22.85	\$0.00	\$67.71
5	85	\$39.16	\$8.00	\$22.85	\$0.00	\$70.01
6	90	\$41.46	\$8.00	\$22.85	\$0.00	\$72.31

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.11	\$7.85	\$14.44	\$0.00	\$42.40
2	70	\$23.46	\$7.85	\$14.44	\$0.00	\$45.75
3	80	\$26.82	\$7.85	\$14.44	\$0.00	\$49.11
4	90	\$30.17	\$7.85	\$14.44	\$0.00	\$52.46

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.63	\$7.85	\$14.44	\$0.00	\$42.92
2	70	\$24.07	\$7.85	\$14.44	\$0.00	\$46.36
3	80	\$27.51	\$7.85	\$14.44	\$0.00	\$49.80
4	90	\$30.95	\$7.85	\$14.44	\$0.00	\$53.24

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2018	\$33.72	\$7.85	\$14.39	\$0.00	\$55.96
LABORERS - ZONE 2	06/01/2019	\$34.59	\$7.85	\$14.39	\$0.00	\$56.83
	12/01/2019	\$35.45	\$7.85	\$14.39	\$0.00	\$57.69

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$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	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS	02/01/2019	\$40.91	\$10.75	\$18.97	\$0.00	\$70.63
BRICKLAYERS LOCAL 3 - MARBLE & TILE	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 - 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

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.00	\$10.75	\$19.11	\$0.00	\$50.86
2	60	\$25.19	\$10.75	\$19.11	\$0.00	\$55.05
3	70	\$29.39	\$10.75	\$19.11	\$0.00	\$59.25
4	80	\$33.59	\$10.75	\$19.11	\$0.00	\$63.45
5	90	\$37.79	\$10.75	\$19.11	\$0.00	\$67.65

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2019	\$53.57	\$10.75	\$20.66	\$0.00	\$84.98
BRICKLAYERS LOCAL 3 - MARBLE & TILE	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 - 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

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.46	\$10.75	\$20.80	\$0.00	\$59.01
2	60	\$32.95	\$10.75	\$20.80	\$0.00	\$64.50
3	70	\$38.44	\$10.75	\$20.80	\$0.00	\$69.99
4	80	\$43.94	\$10.75	\$20.80	\$0.00	\$75.49
5	90	\$49.43	\$10.75	\$20.80	\$0.00	\$80.98

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	10/01/2018	\$38.02	\$9.90	\$18.50	\$0.00	\$66.42
MILLWRIGHTS LOCAL 1121 - Zone 2	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 - 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

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.38	\$9.90	\$5.31	\$0.00	\$36.59
2	65	\$25.27	\$9.90	\$15.13	\$0.00	\$50.30
3	75	\$29.15	\$9.90	\$16.10	\$0.00	\$55.15
4	85	\$33.04	\$9.90	\$17.06	\$0.00	\$60.00

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5
MORTAR MIXER
LABORERS - ZONE 2

12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

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

12/01/2018	\$23.06	\$11.50	\$15.60	\$0.00	\$50.16
06/01/2019	\$23.61	\$11.50	\$15.60	\$0.00	\$50.71
12/01/2019	\$24.18	\$11.50	\$15.60	\$0.00	\$51.28
06/01/2020	\$24.73	\$11.50	\$15.60	\$0.00	\$51.83
12/01/2020	\$25.30	\$11.50	\$15.60	\$0.00	\$52.40
06/01/2021	\$25.85	\$11.50	\$15.60	\$0.00	\$52.95
12/01/2021	\$26.43	\$11.50	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

12/01/2018	\$27.42	\$11.50	\$15.60	\$0.00	\$54.52
06/01/2019	\$28.07	\$11.50	\$15.60	\$0.00	\$55.17
12/01/2019	\$28.74	\$11.50	\$15.60	\$0.00	\$55.84
06/01/2020	\$29.39	\$11.50	\$15.60	\$0.00	\$56.49
12/01/2020	\$30.07	\$11.50	\$15.60	\$0.00	\$57.17
06/01/2021	\$30.71	\$11.50	\$15.60	\$0.00	\$57.81
12/01/2021	\$31.39	\$11.50	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	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 - 01/01/2019

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

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2019	\$41.26	\$8.15	\$20.85	\$0.00	\$70.26
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	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 - 01/01/2019

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

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$8.15	\$0.00	\$0.00	\$29.33
2	55	\$23.30	\$8.15	\$5.64	\$0.00	\$37.09
3	60	\$25.42	\$8.15	\$6.15	\$0.00	\$39.72
4	65	\$27.53	\$8.15	\$6.66	\$0.00	\$42.34
5	70	\$29.65	\$8.15	\$17.78	\$0.00	\$55.58
6	75	\$31.77	\$8.15	\$18.29	\$0.00	\$58.21
7	80	\$33.89	\$8.15	\$18.80	\$0.00	\$60.84
8	90	\$38.12	\$8.15	\$19.83	\$0.00	\$66.10

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2019	\$39.32	\$8.15	\$20.85	\$0.00	\$68.32
PAINTERS LOCAL 35 - ZONE 2	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 - 01/01/2019

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

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.21	\$8.15	\$0.00	\$0.00	\$28.36
2	55	\$22.23	\$8.15	\$5.64	\$0.00	\$36.02
3	60	\$24.25	\$8.15	\$6.15	\$0.00	\$38.55
4	65	\$26.27	\$8.15	\$6.66	\$0.00	\$41.08
5	70	\$28.29	\$8.15	\$17.78	\$0.00	\$54.22
6	75	\$30.32	\$8.15	\$18.29	\$0.00	\$56.76
7	80	\$32.34	\$8.15	\$18.80	\$0.00	\$59.29
8	90	\$36.38	\$8.15	\$19.83	\$0.00	\$64.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)

LABORERS - ZONE 2

12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
12/01/2021	\$38.86	\$7.85	\$14.44	\$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

01/01/2019	\$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 - 01/01/2019

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

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.48	\$8.15	\$0.00	\$0.00	\$28.63
2	55	\$22.53	\$8.15	\$5.64	\$0.00	\$36.32
3	60	\$24.58	\$8.15	\$6.15	\$0.00	\$38.88
4	65	\$26.62	\$8.15	\$6.66	\$0.00	\$41.43
5	70	\$28.67	\$8.15	\$17.78	\$0.00	\$54.60
6	75	\$30.72	\$8.15	\$18.29	\$0.00	\$57.16
7	80	\$32.77	\$8.15	\$18.80	\$0.00	\$59.72
8	90	\$36.86	\$8.15	\$19.83	\$0.00	\$64.84

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2019	\$37.92	\$8.15	\$20.85	\$0.00	\$66.92
PAINTERS LOCAL 35 - ZONE 2	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 - 01/01/2019

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

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.51	\$8.15	\$0.00	\$0.00	\$27.66
2	55	\$21.46	\$8.15	\$5.64	\$0.00	\$35.25
3	60	\$23.41	\$8.15	\$6.15	\$0.00	\$37.71
4	65	\$25.36	\$8.15	\$6.66	\$0.00	\$40.17
5	70	\$27.31	\$8.15	\$17.78	\$0.00	\$53.24
6	75	\$29.27	\$8.15	\$18.29	\$0.00	\$55.71
7	80	\$31.22	\$8.15	\$18.80	\$0.00	\$58.17
8	90	\$35.12	\$8.15	\$19.83	\$0.00	\$63.10

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1
PANEL & PICKUP TRUCKS DRIVER
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

12/01/2018	\$33.08	\$11.91	\$12.70	\$0.00	\$57.69
06/01/2019	\$34.08	\$11.91	\$12.70	\$0.00	\$58.69
08/01/2019	\$34.08	\$12.41	\$12.70	\$0.00	\$59.19
12/01/2019	\$34.08	\$12.41	\$13.72	\$0.00	\$60.21
06/01/2020	\$34.98	\$12.41	\$13.72	\$0.00	\$61.11
08/01/2020	\$34.98	\$12.91	\$13.72	\$0.00	\$61.61
12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20

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	03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
PIPEFITTERS LOCAL 537	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**Apprentice - PIPEFITTER - Local 537****Effective Date - 03/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.28	\$10.95	\$8.00	\$0.00	\$40.23
2	45	\$23.94	\$10.95	\$19.74	\$0.00	\$54.63
3	60	\$31.91	\$10.95	\$19.74	\$0.00	\$62.60
4	70	\$37.23	\$10.95	\$19.74	\$0.00	\$67.92
5	80	\$42.55	\$10.95	\$19.74	\$0.00	\$73.24

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.88	\$10.95	\$8.00	\$0.00	\$40.83
2	45	\$24.61	\$10.95	\$19.74	\$0.00	\$55.30
3	60	\$32.81	\$10.95	\$19.74	\$0.00	\$63.50
4	70	\$38.28	\$10.95	\$19.74	\$0.00	\$68.97
5	80	\$43.75	\$10.95	\$19.74	\$0.00	\$74.44

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

PIPELAYER	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS	03/01/2019	\$56.69	\$11.82	\$16.51	\$0.00	\$85.02
PLUMBERS & GASFITTERS LOCAL 12	09/01/2019	\$58.19	\$11.82	\$16.51	\$0.00	\$86.52
	03/01/2020	\$59.69	\$11.82	\$16.51	\$0.00	\$88.02
	09/01/2020	\$61.19	\$11.82	\$16.51	\$0.00	\$89.52
	03/01/2021	\$62.69	\$11.82	\$16.51	\$0.00	\$91.02

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER/GASFITTER - Local 12
Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.84	\$11.82	\$5.98	\$0.00	\$37.64
2	40	\$22.68	\$11.82	\$6.79	\$0.00	\$41.29
3	55	\$31.18	\$11.82	\$9.25	\$0.00	\$52.25
4	65	\$36.85	\$11.82	\$10.85	\$0.00	\$59.52
5	75	\$42.52	\$11.82	\$12.50	\$0.00	\$66.84

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.37	\$11.82	\$5.98	\$0.00	\$38.17
2	40	\$23.28	\$11.82	\$6.79	\$0.00	\$41.89
3	55	\$32.00	\$11.82	\$9.25	\$0.00	\$53.07
4	65	\$37.82	\$11.82	\$10.85	\$0.00	\$60.49
5	75	\$43.64	\$11.82	\$12.50	\$0.00	\$67.96

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$63.17, Step5 with lic\$70.47

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
PIPEFITTERS LOCAL 537	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.17	\$10.95	\$19.74	\$0.00	\$89.86

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER	12/01/2018	\$34.52	\$7.85	\$14.44	\$0.00	\$56.81
LABORERS - ZONE 2	06/01/2019	\$35.39	\$7.85	\$14.44	\$0.00	\$57.68
	12/01/2019	\$36.25	\$7.85	\$14.44	\$0.00	\$58.54
	06/01/2020	\$37.14	\$7.85	\$14.44	\$0.00	\$59.43
	12/01/2020	\$38.03	\$7.85	\$14.44	\$0.00	\$60.32
	06/01/2021	\$38.95	\$7.85	\$14.44	\$0.00	\$61.24
	12/01/2021	\$39.86	\$7.85	\$14.44	\$0.00	\$62.15

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Dampproofing) ROOFERS LOCAL 33	02/01/2019	\$43.36	\$11.50	\$15.90	\$0.00	\$70.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.68	\$11.50	\$3.69	\$0.00	\$36.87
2	60	\$26.02	\$11.50	\$15.90	\$0.00	\$53.42
3	65	\$28.18	\$11.50	\$15.90	\$0.00	\$55.58
4	75	\$32.52	\$11.50	\$15.90	\$0.00	\$59.92
5	85	\$36.86	\$11.50	\$15.90	\$0.00	\$64.26

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	02/01/2019	\$43.61	\$11.50	\$15.90	\$0.00	\$71.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2019	\$46.50	\$13.20	\$24.12	\$2.52	\$86.34
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$19.53	\$13.20	\$5.89	\$0.00	\$38.62
2	42	\$19.53	\$13.20	\$5.89	\$0.00	\$38.62
3	47	\$21.86	\$13.20	\$11.13	\$1.39	\$47.58
4	47	\$21.86	\$13.20	\$11.13	\$1.39	\$47.58
5	52	\$24.18	\$13.20	\$12.08	\$1.48	\$50.94
6	52	\$24.18	\$13.20	\$12.33	\$1.49	\$51.20
7	60	\$27.90	\$13.20	\$13.70	\$1.64	\$56.44
8	65	\$30.23	\$13.20	\$14.65	\$1.74	\$59.82
9	75	\$34.88	\$13.20	\$16.56	\$1.94	\$66.58
10	85	\$39.53	\$13.20	\$17.96	\$2.12	\$72.81

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
2	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
3	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
4	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
5	52	\$25.01	\$13.20	\$12.08	\$1.51	\$51.80
6	52	\$25.01	\$13.20	\$12.33	\$1.52	\$52.06
7	60	\$28.86	\$13.20	\$13.70	\$1.67	\$57.43
8	65	\$31.27	\$13.20	\$14.65	\$1.77	\$60.89
9	75	\$36.08	\$13.20	\$16.56	\$1.98	\$67.82
10	85	\$40.89	\$13.20	\$17.96	\$2.16	\$74.21

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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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

12/01/2018	\$33.54	\$11.91	\$12.70	\$0.00	\$58.15
06/01/2019	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66

SPECIALIZED EARTH MOVING EQUIP > 35 TONS

TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

12/01/2018	\$33.83	\$11.91	\$12.70	\$0.00	\$58.44
06/01/2019	\$34.83	\$11.91	\$12.70	\$0.00	\$59.44
08/01/2019	\$34.83	\$12.41	\$12.70	\$0.00	\$59.94
12/01/2019	\$34.83	\$12.41	\$13.72	\$0.00	\$60.96
06/01/2020	\$35.73	\$12.41	\$13.72	\$0.00	\$61.86
08/01/2020	\$35.73	\$12.91	\$13.72	\$0.00	\$62.36
12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95

SPRINKLER FITTER

SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1

03/01/2019	\$58.98	\$9.47	\$19.60	\$0.00	\$88.05
10/01/2019	\$60.48	\$9.47	\$19.60	\$0.00	\$89.55
03/01/2020	\$61.98	\$9.47	\$19.60	\$0.00	\$91.05
10/01/2020	\$63.48	\$9.47	\$19.60	\$0.00	\$92.55
03/01/2021	\$64.98	\$9.47	\$19.60	\$0.00	\$94.05

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

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

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.64	\$9.47	\$9.10	\$0.00	\$39.21
2	40	\$23.59	\$9.47	\$9.10	\$0.00	\$42.16
3	45	\$26.54	\$9.47	\$9.10	\$0.00	\$45.11
4	50	\$29.49	\$9.47	\$9.10	\$0.00	\$48.06
5	55	\$32.44	\$9.47	\$9.10	\$0.00	\$51.01
6	60	\$35.39	\$9.47	\$10.60	\$0.00	\$55.46
7	65	\$38.34	\$9.47	\$10.60	\$0.00	\$58.41
8	70	\$41.29	\$9.47	\$10.60	\$0.00	\$61.36
9	75	\$44.24	\$9.47	\$10.60	\$0.00	\$64.31
10	80	\$47.18	\$9.47	\$10.60	\$0.00	\$67.25

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.17	\$9.47	\$9.10	\$0.00	\$39.74
2	40	\$24.19	\$9.47	\$9.10	\$0.00	\$42.76
3	45	\$27.22	\$9.47	\$9.10	\$0.00	\$45.79
4	50	\$30.24	\$9.47	\$9.10	\$0.00	\$48.81
5	55	\$33.26	\$9.47	\$9.10	\$0.00	\$51.83
6	60	\$36.29	\$9.47	\$10.60	\$0.00	\$56.36
7	65	\$39.31	\$9.47	\$10.60	\$0.00	\$59.38
8	70	\$42.34	\$9.47	\$10.60	\$0.00	\$62.41
9	75	\$45.36	\$9.47	\$10.60	\$0.00	\$65.43
10	80	\$48.38	\$9.47	\$10.60	\$0.00	\$68.45

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

12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

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	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 - 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

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.92	\$10.75	\$20.80	\$0.00	\$58.47
2	60	\$32.30	\$10.75	\$20.80	\$0.00	\$63.85
3	70	\$37.69	\$10.75	\$20.80	\$0.00	\$69.24
4	80	\$43.07	\$10.75	\$20.80	\$0.00	\$74.62
5	90	\$48.46	\$10.75	\$20.80	\$0.00	\$80.01

Notes:
Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$40.00	\$7.85	\$15.55	\$0.00	\$63.40
	06/01/2019	\$41.00	\$7.85	\$15.55	\$0.00	\$64.40
	12/01/2019	\$42.00	\$7.85	\$15.55	\$0.00	\$65.40
	06/01/2020	\$42.99	\$7.85	\$15.55	\$0.00	\$66.39
	12/01/2020	\$43.97	\$7.85	\$15.55	\$0.00	\$67.37
	06/01/2021	\$44.99	\$7.85	\$15.55	\$0.00	\$68.39
	12/01/2021	\$46.00	\$7.85	\$15.55	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$38.72	\$7.85	\$15.55	\$0.00	\$62.12
	06/01/2019	\$39.72	\$7.85	\$15.55	\$0.00	\$63.12
	12/01/2019	\$40.72	\$7.85	\$15.55	\$0.00	\$64.12
	06/01/2020	\$41.71	\$7.85	\$15.55	\$0.00	\$65.11
	12/01/2020	\$42.69	\$7.85	\$15.55	\$0.00	\$66.09
	06/01/2021	\$43.71	\$7.85	\$15.55	\$0.00	\$67.11
	12/01/2021	\$44.72	\$7.85	\$15.55	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$34.12	\$11.91	\$12.70	\$0.00	\$58.73
	06/01/2019	\$35.12	\$11.91	\$12.70	\$0.00	\$59.73
	08/01/2019	\$35.12	\$12.41	\$12.70	\$0.00	\$60.23
	12/01/2019	\$35.12	\$12.41	\$13.72	\$0.00	\$61.25
	06/01/2020	\$36.02	\$12.41	\$13.72	\$0.00	\$62.15
	08/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	\$62.65
	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2018	\$50.88	\$7.85	\$15.95	\$0.00	\$74.68
	06/01/2019	\$51.88	\$7.85	\$15.95	\$0.00	\$75.68
	12/01/2019	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2020	\$53.87	\$7.85	\$15.95	\$0.00	\$77.67
	12/01/2020	\$54.85	\$7.85	\$15.95	\$0.00	\$78.65
	06/01/2021	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2021	\$56.88	\$7.85	\$15.95	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2018	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2019	\$53.88	\$7.85	\$15.95	\$0.00	\$77.68
	12/01/2019	\$54.88	\$7.85	\$15.95	\$0.00	\$78.68
	06/01/2020	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2020	\$56.85	\$7.85	\$15.95	\$0.00	\$80.65
	06/01/2021	\$57.87	\$7.85	\$15.95	\$0.00	\$81.67
	12/01/2021	\$58.88	\$7.85	\$15.95	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2018	\$42.95	\$7.85	\$15.95	\$0.00	\$66.75
	06/01/2019	\$43.95	\$7.85	\$15.95	\$0.00	\$67.75
	12/01/2019	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2020	\$45.94	\$7.85	\$15.95	\$0.00	\$69.74
	12/01/2020	\$46.92	\$7.85	\$15.95	\$0.00	\$70.72
	06/01/2021	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2021	\$48.95	\$7.85	\$15.95	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2018	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2019	\$45.95	\$7.85	\$15.95	\$0.00	\$69.75
	12/01/2019	\$46.95	\$7.85	\$15.95	\$0.00	\$70.75
	06/01/2020	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2020	\$48.92	\$7.85	\$15.95	\$0.00	\$72.72
	06/01/2021	\$49.94	\$7.85	\$15.95	\$0.00	\$73.74
	12/01/2021	\$50.95	\$7.85	\$15.95	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$33.54	\$11.91	\$12.70	\$0.00	\$58.15
	06/01/2019	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2019	\$56.69	\$11.82	\$16.51	\$0.00	\$85.02
	09/01/2019	\$58.19	\$11.82	\$16.51	\$0.00	\$86.52
	03/01/2020	\$59.69	\$11.82	\$16.51	\$0.00	\$88.02
	09/01/2020	\$61.19	\$11.82	\$16.51	\$0.00	\$89.52
	03/01/2021	\$62.69	\$11.82	\$16.51	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

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

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

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

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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DIVISION 1 - GENERAL REQUIREMENTS

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SECTION 01010

SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. The Work of this Contract is located in the Town of Natick, MA, at locations on East Central Street, Bacon Street, Town Forest Water Storage Tank Transmission Main, Worcester Street (Route 9) and North Main Street (Route 27).
2. The Work on East Central Street includes the abandonment of a six-inch (6") diameter cast iron water main and connection of water services to the existing 10-inch diameter cast iron water main. Work also includes cleaning and lining approximately 3,100 linear feet of 10-inch diameter water main under the base Contract, prior to connecting services from the 6-inch water main.
 - a. East Central water service work also includes installation of a two-inch (2") diameter PVC sleeve under East Central as a sleeve for the new water services.
 - b. Work also includes installation, maintenance and removal of temporary water mains as required by the cleaning and lining process.
 - c. Work also includes the abandonment of a six-inch (6") diameter water main, including removal of gate box tops, filling with gravel and pavement.
 - d. Work also includes furnish and installing hydrant branches where shown on the Contract Documents.
 - e. Work will require excavation under stone walls to install new water service from existing water service. This may require removing and replacing wall to existing condition if it is a dry wall.
 - f. All roadway trenches and driveway trenches to be backfilled with flowable fill.
 - g. Pavement restoration consists of permanent pit and trench paving. See specifications and drawings for required depths and type.
 - h. Contractor shall also furnish hydrants, delivered to the Owner's Department of Public Works building for future use.
3. The Work at Bacon Street intersection with Town Forest water tank access Road, and Town Forest tank includes installation of twelve-inch diameter water main connections in two locations to the existing water mains. One is located on Bacon Street and the other is located near the water tank.
 - a. Work includes fittings, gate valves and pipe installation to provide for future extension of the water main.

4. The Work on North Main Street (Route 27) and Worcester Street (Route 9) includes the replacement of a six-inch (6") diameter cast iron water main with a new eight-inch (8") diameter ductile iron water main. The total length of six-inch (6") diameter main replacement is approximately eight hundred and twenty (820) linear feet.
 - a. Work also includes installation and maintenance and removal of temporary water piping as required by the new water main installation.
 - b. Work also includes cleaning and lining approximately one thousand six hundred and eighty (1,680) linear feet of 8-inch diameter cast iron water main.
 - c. Work is covered under a MassDOT permit for work in a state roadway. See permit in the appendix for additional details. The MassDOT permit includes limitations on work items if construction vehicles are in the paved roadway.
5. The additional work, if authorized on East Central (Wellesley) and Bacon Street includes cleaning and lining approximately 2,500 linear feet of 10-inch diameter water main in East Central and Bacon Street under Additional Items.
 1. Work includes temporary water piping, cleaning and lining 10" water pipe and pit piping.
 2. Pits in Rt 135 to be backfilled with flowable fill.
6. Traffic Management Plan
 1. A majority of the work is located within high volume vehicle traveled roadways, Route 135 (East Central Street), Route 9 (Worcester Road) and Route 27 (North Main Street). In addition, sections of the work in North Main Street is within a section of the MassHighway system.
 2. Included in with the specifications and drawings are minimum requirements for traffic control devices, with assumptions as to how the work will be completed. Actual work logistics completed by the Contractor that may require alternative signage as required by the Owner, Police Departmental the MassDOT shall be implemented by the Contractor.

END OF SECTION

SECTION 01015

PRICE ADJUSTMENTS FOR SPECIFIC MATERIALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. In accordance with the requirements of Chapter 30, Section 38A of the General Laws of Massachusetts municipal contracts for water and sewer projects bid under Chapter 30 Section 39M shall include a price adjustment clause for each of the following: fuel, both diesel and gasoline; liquid asphalt; and Portland cement contained in cast-in-place concrete.
1. Payment or Credit shall be applied to the monthly Application for Partial Payment and Application for Final Payment.
 2. Compliance with this provision is required; there is no "opting-in" or "opting-out"
 3. Price adjustments will only be made if the variance is 5% or more. A variance can result in the Period Price being either higher or lower than the Contractor's Price. Once a 5% difference has been reached, the adjustment will apply.
 4. No adjustment will be paid for work done beyond the extended completion date of any contract unless the Awarding Authority has approved an extension of Contract Time for the Contract.
 5. Should the Contractor fail to submit delivery documentation as specified in this section, the Owner may calculate the price adjustment using alternative methods and include a credit for the Owners additional expense of estimating these values.
- B. This Contract is subject to Price Adjustments based on cost increases and cost decreases for diesel fuel per gallon and gasoline is per gallon. **Price Adjustments** shall be based on monthly price listings as provided by AAA's Daily Fuel Gauge Report <http://fuelgaugereport.aaa.com>, Massachusetts Average, for diesel fuel and regular grade gasoline.
- C. This Contract is subject to Price Adjustments based on cost increases and cost decreases for liquid asphalt, per ton. **Price Adjustments** shall be based on monthly price listings as provided by ENR Engineering News Record, Construction Economics http://enr.construction.com/economics/current_costs, Material Price Index, Boston, for Asphalt, Paving PG58
- D. This Contract is subject to Price Adjustments based on cost increases and cost decreases for Portland cement, per ton. **Price Adjustments** shall be based on monthly price listings as provided by ENR Engineering News Record, Construction Economics http://enr.construction.com/economics/current_costs, Material Price Index, Boston for Portland cement.

1.2 SPECIAL PROVISIONS

- A. **MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE:** This adjustment will provide for either additional compensation to the Contractor or repayment to the Owner, depending on an increase or decrease in the average price of diesel or gasoline. This adjustment will be based on actual on-site fuel utilized during the Contract.
1. Base Price: Base Price of diesel fuel is \$3.044 and regular unleaded gasoline is \$2.439 shall be utilizing the AAA Daily Fuel Gauge Report web site, which includes State Tax.
 2. Period Price: Period Price will be the prices listed on AAA website on the first business day of a given month.
 3. Total Gallons will be the actual substantiated monthly quantity of fuel used for on-site equipment during the work period from start through the extended time of completion date, reported on a monthly basis.
 4. The Price Adjustment will be determined by calculating the price difference between the Base Price (remains constant) and the Period Price (varies monthly), and if that increase or decrease is greater than 5% for that period, the gallons verified for on-site use that period multiplied by the cost difference between the Base Price and the Period Price for that period.
 5. It shall be the Contractor's responsibility to provide a summary with backup receipts at the end of each month, which are to include date of purchase, gallons of fuel, type of fuel and company from which the fuel was purchased.

Example Calculation – Diesel Fuel

Base Price <u>AAA</u>	Period Price <u>AAA</u>	Difference <u>Per Gallon</u>	% Change <u>+ Or -</u>	Change <u>≥ 5%</u>
\$3.50	\$3.75	+ \$0.25	7%	Yes

Contractor's Substantiated Monthly Adjustment

Total Gallons	Difference Per Gallon	Price Adjustment
1000	+ \$0.25	+ \$250.00

- B. **MONTHLY PRICE ADJUSTMENT FOR ASPHALT CEMENT:** The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the project.
1. Base Price: Base Price of liquid asphalt is \$422.48 per ton utilizing the ENR Material Price Index.
 2. Period Price: Period Price of liquid asphalt will be referenced to the first report of the month listed on the ENR website for a given month.
 3. Total Tons will be derived from the actual substantiated tonnage slips for the month(s) material is delivered.

4. The Price Adjustment will be determined by multiplying the price difference between the Base Price (remains constant) and the Period Price (varies monthly) times the number of tons of asphaltic paving placed during each monthly period times the percentage of liquid asphalt content. The calculations will use the midpoint of the specified content range for liquid asphalt (bitumen) content specified by the contract documents for the material delivered.
5. It shall be the Contractor's responsibility to provide a summary with backup tonnage slips at the end of each month, which are to include date of purchase, type of asphaltic paving and company from which the mixture was purchased.

Example Calculation – Asphalt Cement

<u>Base Price</u> <u>ENR</u>	<u>Period Price</u> <u>ENR</u>	<u>Difference</u> <u>Per Ton</u>	<u>% Change</u> <u>+ Or -</u>	<u>Change</u> <u>> 5%</u>
\$415.71	\$392.18	- \$23.53	5.6%	Yes

Contractor's Substantiated Monthly Adjustment

1000 tons of binder course mix at 4.5 to 5.5% liquid asphalt (bitumen) content

<u>Total</u> <u>Tons</u> <u>Mix</u>	<u>Asphalt</u> <u>Content</u> <u>%</u>	<u>Total</u> <u>Tons</u> <u>Asphalt</u>	<u>Difference</u> <u>Per Ton</u>	<u>Price</u> <u>Adjustment</u>
1000	5%	50	- \$23.53	- \$1,176.50

- C. MONTHLY PRICE ADJUSTMENT FOR PORTLAND CEMENT: The Price Adjustment applies only to the actual Portland cement content in the mixture placed on the project.
1. Base Price: Base Price of Portland cement is \$125.86 per ton utilizing the ENR Material Price Index.
 2. Period Price: Period Price of Portland cement will be referenced to the first report of the month on the ENR website for a given month.
 3. Total Tons will be derived from the actual substantiated cubic yardage or tonnage slips for the month(s) material is delivered.
 4. The Price Adjustment will be a separate payment item and will be determined by multiplying the price difference between the Base Price (remains constant) and the Period Price (varies monthly) times the number of cubic yards of concrete mix delivered during each monthly period times the Portland cement content in tons per cubic yard. The calculations will use the minimum Portland cement content specified by the contract documents for the material delivered.
 5. It shall be the Contractor's responsibility to provide a summary with backup delivery slips at the end of each month, which are to include date of purchase, type of concrete mix and company from which the concrete was purchased. Site mixed concrete shall be based upon the weight of the dry product delivered and used, adjusted to Portland cement content if necessary.

Example Calculation – Portland Cement

<u>Base Price</u> <u>ENR</u>	<u>Period Price</u> <u>ENR</u>	<u>Difference</u> <u>Per Ton</u>	<u>% Change</u> <u>+ Or -</u>	<u>Change</u> <u>> 5%</u>
\$95.50	\$110.00	+ \$14.50	15.2%	Yes

Contractor's Substantiated Monthly Adjustment

100 cubic yards of Class A concrete mix at 0.26 tons (520 pounds) of Portland cement per cubic yard

<u>Total</u> <u>Mix</u> <u>CY</u>	<u>Cement</u> <u>Content</u> <u>tons/CY</u>	<u>Total</u> <u>Tons</u> <u>Cement</u>	<u>Difference</u> <u>Per Ton</u>	<u>Price</u> <u>Adjustment</u>
100	.26	26	+ \$14.50	+ \$377

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Purpose: The purpose of this section is to define the method of measurement and payment for each of the unit prices or lump sums listed in the Bid.
 - 1. The Contractor shall thoroughly review the work required for each payment item.
 - 2. The Contractor shall have included in his various bid items an amount to cover costs for additional work which may be necessary to construct in close proximity to Underground Facilities, services, poles, and other facilities which may exist. The discovery of an Underground Facility not shown on Contract Drawings during construction shall not constitute automatic initiation of a Change Order, and the additional work required to cross or pass this Underground Facility must be substantial, in the opinion of the Owner/Engineer for consideration for additional payment.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 thru Division 3 of these Specifications.

1.02 PAYMENT LIMITS

- A. Linear Trench Payment Limits

The measurements for trench payment limits shall be used for the volume of material used to refill trenches, computing excavation below grade, and pavement quantities.

 - 1. Classification of Excavation:
 - i. All excavation will be classified as either earth or rock. Rock excavation shall be igneous, sedimentary, metamorphic, and conglomerate rock, which must be drilled and blasted, broken, or ripped by an excavator, boulders one (1) cubic yard or more in volume, as defined in 02227, and concrete masonry or stone masonry. All other materials encountered in the excavations will be classified as earth.
 - 2. Lines of Excavation:
 - i. All excavation shall be made in such a manner and to such widths as will give ample room for properly installing, building and inspecting pipelines and structures they are to contain.
 - ii. The width of trenches shall be sufficient to allow thorough compacting of the refill adjacent to the lower quarters of the pipe or structures. At pipe joints, such additional width and depth shall be excavated as necessary to give ample room for properly making and inspecting the pipe joints. Trench

- width at the level of the top of the pipe shall be kept as narrow as practicable for the proper execution of pipe laying and backfill.
- iii. Trench width payment limits in earth and rock trenches containing one pipe shall be measured within vertical lines, to the actual width excavated, but shall not exceed a width of four (4) feet for 6" diameter pipe and five (5') feet for 8" diameter and larger pipe. Boulders excavated within the width limits for rock trenches will be paid for at the total volume removed, under the Rock and Boulder Removal item, but only if larger than 1 cubic yard.
 - iv. The above specified trench limits shall be used for computing the volume of the purchased material if necessary, to refill trenches from grade to the bottom of roadway sub-base material including below grade excavation and refill, and shall be referred to as "excavation and refill payment limits" hereinafter in this Contract. Any excavation or refilling beyond these limits made necessary by the Contractor's method of construction shall not be eligible for payment. If additional width beyond above specified limits, or below grade excavation is ordered by the Engineer, the width ordered will be considered for payment, as will the refill material.
 - v. Earth excavation for pipeline trenches from the existing ground surface to grade shall not be paid for separately, and all costs for this excavation shall be included in the unit prices paid for the various pipe items.
 - vi. The maximum payment width limits for gravel sub-base in the trench area shall be as follows:

GRAVEL SUB-BASE LIMITS		
<u>PIPE DEPTH</u>	<u>6"and Smaller Pipe</u>	<u>8",10" & 12" Pipe</u>
	<u>WIDTH LIMITS</u>	<u>WIDTH LIMITS</u>
0-8 feet	5.5 feet	6.5 feet
8-12 feet	6.5 feet	7.5 feet
> 12 feet	7.5 feet	8.5 feet

B. Miscellaneous Piping Pits and Additional Excavation and test pits

1. It is the intent of this Contract that all costs associated with trench excavation and refill with excavated material within the normal trench limits for miscellaneous piping pits is to be included under the miscellaneous piping pits item. Excavation and refill beyond these limits ordered by the Owner or necessary due to movement or alteration of an excavated pit, or for fitting or valve replacement within an insertion pit that requires the pit to be enlarged beyond 130% of the payment limits for pits will be considered for payment under the Additional Excavation and Test Pits item. Excavation and refill beyond these limits due to the Contractor's methods of operation will not be considered for payment.
 - a. Satisfactory trench excavated materials, unless otherwise restricted, meeting the classification of Ordinary or Select Borrow shall be utilized as trench refill material, and the costs for handling and placing this material shall be included in the appropriate pit or additional excavation item .

- b. The maximum payment limits for a miscellaneous piping pit shall be the actual width, length and depth as measured in the field. Payment will not exceed the maximum limits of 9-feet in length, 7-feet in width, and 7-feet in depth (1.0-foot below pipe). Excavation beyond these limits due to Contractor's convenience will be at no additional cost to the Owner. If pipe depth dictates a trench depth greater than 7-feet, payment for additional approved excavation will be compensated under Additional Excavation and Test Pits item. If pit has to be expanded, as approved by Owner/Engineer, and the pit exceeds the maximum pit size, the additional excavation will be paid under the additional excavation item.
- c. All costs for furnishing, installing, and removing sheeting bracing or the use of a steel supported box shall be included in this item.
- d. Pavement Limits – It is the intent of this Contract to minimize the insertion pit and miscellaneous pit excavation size, and all payment associated with resurfacing will be based on actual size up to a maximum measurement of 9-feet in length and 7-feet in width. Pavement limits shall not be exceeded unless the Contractor is required to cut edges of trench back due to cracked pavement.

C. Pavement Payment Limits – Linear Trench

1. Payment to be measured as written under the appropriate pavement item.
 - i. A 5% service factor shall be allowed if a comparison between measurements and delivery slips indicate that additional material was placed. If a comparison between delivery slips and measurements indicate less material was placed, the slip quantity shall be used for payment. The Contractor shall submit to the Engineer one (1) copy of the certified weight delivery slips for all asphaltic concrete used in the Work.
2. The maximum payment width limits for pavement resurfacing within existing roadway shall be as follows:

<u>PIPE DEPTH</u>	<u>TEMPORARY WIDTH LIMITS</u>	<u>PERMANENT WIDTH LIMITS</u>
0-8 feet	6.5 feet	8.5 feet
8-12 feet	7.5 feet	9.5 feet
> 12 feet	8.5 feet	10.5 feet

3. Width exception: If trench pavement limits are reached and the remaining existing pavement width on either side of trench is less than 3 feet, then the pavement width limit will be extended to the edge of the existing road pavement for each side meeting this exception. All costs for removing remaining pavement shall be included under the trench base pavement item.

1.03 SURPLUS MATERIAL

- A. All costs for stockpiling, loading, hauling and disposing of surplus material shall be included in the pits and additional excavation items.

1.04 DEWATERING

- A. All costs for furnishing, installing and operating a water pipe and groundwater (if present) dewatering system shall be included in the miscellaneous pit and cleaning and lining items.

1.05 UNIFORMED POLICE OFFICERS

- A. Uniformed Police Officers are required for protection of persons or property; the Contractor shall be responsible for making of all arrangements and scheduling in relation thereto. The Police Department shall bill the Water Department directly on a weekly basis, and the Water Department shall pay the amounts due.
- B. If the Contractor fails to cancel a police detail in a timely manner as stipulated by the police department, the contractor shall be responsible for paying that detail cost.

1.06 MEASUREMENT OF QUANTITIES

- A. The quantities of the various items of work performed shall be determined, for purposes of progress and final payment, by the Contractor and the Engineer.

The method of measurements to be used in the determination of quantities of the Work of this Contract shall be as specified in this Section.

1. Area Measurements
 - i. Unless otherwise specified, measurement, for area computations shall be made along the surface and taken to the nearest half (1/2) foot.
2. Linear Foot Measurements
 - i. Measurement for length for all items, such as pipe cleaning, lining and television inspection will be along the horizontal centerline of the pipe, with no deductions for valves or fittings. Measurement will be to the nearest tenth of a foot.
3. Volume Measurements: In figuring volumes of excavation the following shall apply:
 - i. Excavation Below Grade: Measurements shall be taken to the lines and grades actually excavated as ordered by the Engineer.
 - ii. Test Pits: Measurements shall be taken to the lines and grades actually excavated, as directed by the Engineer.
 - iii. Process Gravel, Ordinary and Select Borrow: Volumes shall be calculated from certified weight slips. Conversion factor of weight to volume, of the materials shall be: Gravel - 2800 lbs = 1 c.y.
4. Lump Sum: the term "lump sum", when used as a unit of payment, shall mean complete payment for the work described in the Contract Documents.

5. Ton: When used as a pavement payment item, shall be arrived at by the following method:
 - i. Payment shall be calculated by measurements of the surface area, within the payment limits, by square yards, times the depth of pavement, times a factor of .060 for a conversion to ton basis.
 - ii. A five (5) percent service factor over the measurement amount shall be allowed if a comparison between measurements and delivery slips indicate that additional material was placed. If delivery slips indicate less material placed than the measurements indicates, the slip quantity shall be used for payment. The Contractor shall submit to the Engineer, one (1) copy of the certified weight delivery slips for all asphaltic concrete used in the Work.

1.07 PAYMENT ITEMS

Base Contract Payment
Item Number

Description

1.	Mobilization
2	Excavation Below Grade
3.	Test Pits
4.	Rock and Boulder Removal
5.	Process Gravel
6.	Ordinary Borrow
7.	Select Borrow
8.	Concrete Sidewalk
9.	Temporary Trench Paving
10.	Permanent Pit Paving
11.	Permanent Trench Resurfacing
12.	Full Width Overlay Rt 135
13.	Dust Control
14.	Milling Rt 135
15.	Granite Curb
16.	Bituminous Sidewalk
17.	Loam and Seed
18.	6 and 8-Inch Gate Valves
19.	10 and 12-Inch Gate Valves
20.	Solid Sleeves
21.	Fittings
22.	Temporary Water Service Rt 9, 27 & 135
23.	Water Services Rt 135
24.	Water Services
25.	Service Valves
26.	Hydrant Assemblies
27.	Furnishing Hydrants
28.	Pit Pipe 6-12"
29.	Miscellaneous Pits
30.	Environmental Controls

31.	Bacon St. & Town Forest Connection
32.	Rt 9 Water Main Replacement
33.	Rt 9, 8" & 6" Cleaning and Lining
34.	Rt 9, 12" Cleaning and Lining
35.	East Central 10" Cleaning and Lining
36.	Pit Flowable Fill
37.	Drain Replacement
38.	Electronic Message Boards
39.	Line Painting
40.	Traffic Management, Rt 9 & 27
41.	Traffic Management, East Central & Town Forest

Add Item Payment

<u>Item Number</u>	<u>Description</u>
A1.	10" Gate Valves
A2.	Solid Sleeves
A3.	Fittings
A4.	Temporary Water Main
A5.	Pit Pipe 10" & 6"
A6.	Miscellaneous Pits
A7.	Bacon & East Central Cleaning and Lining
A8.	Temporary and Permanent Pit Resurfacing

1.08 (ITEM 1) MOBILIZATION

A. Measurement

1. Measurement of Mobilization costs shall be on a lump sum basis with 80% at time of start of work upon providing bonds and insurance permits, approval of submittals, and for satisfactory completion of the set up at the site and storage yard, including transportation of materials and equipment, 15% at mid-point of construction upon satisfactory completion of maintenance program, and the final 5% upon satisfactory completion of the storage yard cleanup and removal of equipment.

B. Payment

1. Payment for Mobilization shall be made at the lump sum price under Item No. 1 in the Agreement. The price shall be full compensation for all costs associated with Mobilization including but not limited to bonds and insurance, Contractor administration, transportation of equipment and materials to the construction site, if necessary, paying all costs associated with obtaining land for storage yard, obtaining of all permits, set up of storage yard, maintenance of same, and removal of equipment and materials upon completion of work.
2. It is the Contractor's responsibility for obtaining and maintaining a storage and staging area at no additional cost.
3. The total bid price for Mobilization shall not exceed 5% of the total remaining bid items.

1.09 (ITEM 2) EXCAVATION BELOW GRADE

A. Measurement

1. Measurement of Excavation Below Grade shall be taken to the lines and grades actually excavated or as ordered, and within the trench width limits specified in this Section. If the trench bottom is excavated below normal grade through error by the Contractor, or if improper dewatering disturbs the sub-grade and additional excavation in the trench is required, such removal and replacement of material will not be measured for payment.

B. Payment

1. Payment for Excavation Below Grade shall be made at the unit price per cubic yard under Item No. 2 in the Agreement. The price shall be full compensation for all costs associated with Excavation Below Grade, including but not limited to labor and equipment to complete the work, excavation, shoring, bracing, plating, dewatering, removal and disposal of unsuitable material, and replacement and compaction of the refill material. Refill material, if purchased, shall be payable under the ordinary borrow item.
2. This item shall apply if unsuitable or soft bottom is found at pipe grade and not through the fault of the Contractor. It is agreed that such unsuitable foundation material is recognized as characteristic in the type of construction under this Contract and that the unit prices for Excavation Below Grade fulfill the applicable requirements of Section 39N of Chapter 30 of the Massachusetts General Laws (Ter. Edition) and will be used for reimbursement to the Contractor for such excavation.

1.10 (ITEM 3) TEST PITS

A. Measurement

1. Measurement for Test Pits shall be taken to the lines and grades actually excavated, as directed by the Engineer.

B. Payment

1. Payment for Test Pits shall be made at the unit price per cubic yard under Item No. 3 in the Agreement. The price shall be full compensation for all costs associated with Test Pits, including but not limited to test pit excavation by machine or hand, pavement cutting, dewatering, shoring, plating, backfilling and compaction of backfill, disposal of unsuitable material, as specified herein or reasonably implied. In general, the width of the test pit shall be kept at a minimum width.
2. Payment for Test Pits shall be only as directed by the Owner or Engineer for locations of existing utilities.

1.11 (ITEM 4) ROCK AND BOULDER REMOVAL

A. Measurement

1. Rocks and Boulders encountered within the trench which can be removed and

disposed of without the use of explosives shall be removed and measured on the surface in three dimensions to determine volume.

B. Payment

1. Payment for Rock and Boulder Removal shall be made at the unit price per cubic yard under Item No. 4 in the Agreement. The price shall be full compensation for all costs associated with Rock and Boulder Removal, including but not limited to rock excavation by machine or hand, without use of explosives, and disposal.
2. Only Rocks and Boulders larger than one (1) cubic yard will be considered for payment under this item. Rocks and Boulders smaller than one (1) cubic yard will be classified as earth excavation and not subject to payment under this item.
3. Disintegrated rock which can be removed without the use of explosives or heavy power ripping and boulders smaller in volume than one (1) cubic yard will not be considered for payment under this item, and shall be classified as earth excavation.
4. Broken ledge from previous blasting operations by prior contracting, removed without heavy ripping, will be considered earth excavation and all costs associated will be paid for under the various pipe item.
5. Reinforced concrete road sub-base on West Central Street will not be considered as rock. All costs associated with cutting, removing, hauling, and disposal of the concrete road sub-base shall be included in the applicable pipe items.

1.12 (ITEM 5) PROCESS GRAVEL

A. Measurement

1. Measurement for Process Gravel shall be the actual quantity placed and compacted within the trench limits specified in section 1.2 of this specification section, where ordered by the Owner. Volume shall be calculated from certified weight slips, using a weight to volume conversion factor of 2,800 lbs to 1 cubic yard.
2. Contractor shall submit to the Engineer one (1) copy of the certified weight delivery slips for all Process Gravel used in the Work.

B. Payment

1. Payment for Process Gravel shall be made at the unit price per cubic yard under Item No. 5 in the Agreement. The price shall be full compensation for all costs associated with Process Gravel, including but not limited to furnishing, hauling, placing, and compacting Process Gravel, as specified herein or reasonably implied.
2. No allowance will be made for loss from consolidation of material and all costs associated with re-grading or adding additional gravel for road sub-base due to trench settlement will not be eligible for payment.
3. Process Gravel placed in excess of the trench limits due to Contractor's construction methods, without prior approval of the Engineer, will not be eligible for payment.

1.13 (ITEM 6) ORDINARY BORROW

A. Measurement

1. Measurement for Ordinary Borrow shall be the actual quantity furnished, placed, and compacted within the trench limits in Section 1.2 of this specifications section, where

ordered by the Owner. Truck measurement will not be permitted.

B. Payment

1. Payment for Ordinary Borrow shall be made at the unit price per cubic yard under Item No. 6 in the Agreement. The price shall be full compensation for all costs associated with Ordinary Borrow, including but not limited to furnishing, hauling, placing, and compacting Ordinary Borrow, as specified herein or reasonably implied.
2. Surplus excavated material obtained from construction sites within the limits of this Contract, used for Ordinary Borrow backfill, will not be eligible for payment. Costs for transporting, placing, and consolidating such surplus material shall be included in the unit price for installing pipe.
3. No allowance will be made for loss from consolidation of material.

1.14 (ITEM 7) SELECT BORROW

A. Measurement

1. Measurement for Select Borrow shall be the actual quantity furnished, placed, and compacted within the trench limits in Section 1.2 of this specifications section, where ordered by the Owner.

B. Payment

1. Payment for Select Borrow shall be made at the unit price per cubic yard under Item No. 7 in the Agreement. The price shall be full compensation for all costs associated with Select Borrow, including but not limited to furnishing, hauling, placing, and compacting Select Borrow, as specified herein or reasonably implied.
2. Surplus excavated material obtained from construction sites within the limits of this Contract, used for Select Borrow backfill, will not be eligible for payment. Costs for transporting, placing, and consolidating such surplus material shall be included in the unit price for installing pipe.
3. Surplus material obtained from construction sites within the limits of this Contract may be used for Select Borrow if soil and sieve analysis verifies the material will meet the specifications for Select Borrow under Section 02221, and approved by the Engineer and Owner, Further, representative soil and sieve analysis shall be repeated throughout the project when observed changes in material occur.
4. No allowance will be made for loss from consolidation of material.

1.15 (ITEM 8) CONCRETE SIDEWALK

A. Measurement

1. Measurement for Concrete Sidewalks shall be the actual quantity placed and finished.

B. Payment

1. Payment for Concrete Sidewalk shall be made at the unit price per square yard under Item No. 8 in the Agreement. The price shall be full compensation for all costs associated with Concrete Sidewalk, including but not limited to excavation, grading, compacting and furnishing, placing, reinforcing where required, and finishing concrete, expansion joints and forms, and pipe supports.

2. Precast concrete sections for hydrant and valve support shall not be considered for payment under this item.

1.16 (ITEM 9) TEMPORARY TRENCH PAVING

A. Measurement

1. Measurement for Temporary Trench Paving for Route 9 water main replacement shall be calculated by multiplying the actual surface area (square yards) paved, not to exceed the Pavement Payment Limits as specified under this Specification, times the compacted depth of pavement, times a factor of 0.060 for a conversion to ton basis.
2. Temporary Trench Paving to be 3 inches in depth.
3. Contractor shall submit to the Engineer one (1) copy of the certified weight delivery slips for all asphaltic concrete used in the Work.

B. Payment

1. Payment for Temporary Trench Paving shall be made at the unit price per ton under Item No. 9 in the Agreement. The price shall be full compensation for all costs associated with Temporary Trench paving, including but not limited to removal of loose asphaltic concrete, hauling and disposal, trench preparation, furnishing pavement mix, placing, grading, and compacting asphaltic concrete, and valve box and rim adjustments as needed.
2. Pavement placed beyond the specified limits under Pavement Payment Limits in this Specification, without prior approval of the Owner and due to the Contractor's operations, shall not be eligible for payment.
3. Additional asphalt needed for roadway patching, as requested by Owner, will be considered for payment under this item.

1.17 (ITEM 10 and 11) PERMANENT TRENCH AND PERMANENT PIT RESURFACING

A. Measurement

1. Measurement for Permanent Trench and Permanent Pit Resurfacing shall be calculated by multiplying the actual surface area (square yards) paved, not to exceed the Pavement Payment Limits as specified under this Specification, times the compacted depth of pavement, times a factor of 0.060 for a conversion to ton basis.
2. Contractor shall submit to the Engineer one (1) copy of the certified weight delivery slips for all asphaltic concrete used in the Work.

B. Payment

1. Payment for Permanent Trench and Permanent Pit Resurfacing shall be made at the unit price per ton under Item No. 10 No. 11 in the Agreement. The price shall be full compensation for all costs associated with Permanent Trench and Pit Resurfacing, including but not limited to cutting existing pavement and concrete subbase, asphaltic and cement concrete removal, hauling and disposal, tack coat, sand seal, joint and crack sealer, placing, grading, and compacting asphaltic concrete, and valve box and frame adjustments as needed.
2. Pavement placed beyond the specified limits under Pavement Payment Limits in this Specification, without prior approval of the Owner and due to the Contractor's operations, shall not be eligible for payment.

1.18 (ITEM 12) FULL WIDTH OVERLAY RT 135

A. Measurement

1. Measurement for Full width Overlay on Rt 135 (East Central Street) shall be calculated by multiplying the actual surface area (square yards) paved, curb to curb, times the compacted depth of pavement, times a factor of 0.060 for a conversion to ton basis.
2. Contractor shall submit to the Engineer one (1) copy of the certified weight delivery slips for all asphaltic concrete used in the Work.

B. Payment

1. Payment for Full Width Overlay Resurfacing shall be made at the unit price per ton under Item No. 12 in the Agreement. The price shall be full compensation for all costs associated with overlay paving, including but not limited to sweeping roadway, tack coat, sand seal at each end, joint and crack sealer at each end, placing, grading, and compacting asphaltic concrete.

1.19 (ITEM 13) DUST CONTROL

A. Measurement

1. Measurement for payment of dust control treatment shall be by CWT (100 pound measure), for the actual quantity placed.

B. Payment

1. Payment for dust control treatment shall be made at the unit price per one hundred (100) lbs. spread under Item No. 13 in the Agreement. The price shall be full compensation for all costs associated with furnishing and placing treatment for dust control.
2. If Contractor has been instructed by the Engineer to install resurfacing but has failed to comply with this instruction and conditions require additional applications, these additional applications shall not be eligible for payment.

1.20 (ITEM 14) MILLING EAST CENTRAL

A. Measurement

1. Measurement for Milling East Central shall be calculated by multiplying the actual surface area (square yards) milled.

B. Payment

1. Payment for Milling Rt 135 (East Central) shall be made at the unit price per square yard under Item No. 14 in the Agreement. The price shall be full compensation for all costs associated with pavement milling to the required depth, including but not limited to milling, removing millings, sweeping roadway of millings and painting structure edges for vehicle warning.

1.21 (ITEM 15) GRANITE CURB

- A. Measurement
 - 1. Measurement of Granite Curb will be for the actual amount of granite curb removed, reinstalled, and placed, as directed by the Engineer, in linear feet.
- B. Payment
 - 1. Payment for Granite Curb shall be made at the unit price per linear foot under Item No. 15 in the Agreement, where damaged by construction or directed by the Owner. The bid price shall be full compensation for all costs associated with a complete installation, including but not limited to, excavation, backfilling, and compacting, removal, hauling, and disposal of damaged material, and the labor necessary for the first class installation of a new granite curb, concrete facing and the mortaring of all joints as specified or reasonably implied.
 - 2. Granite curb damaged outside payment limits or due to Contractor's negligence shall be replaced by Contractor and will not be eligible for payment.

1.22 (ITEM 16) BITUMINOUS SIDEWALK REPLACEMENT

- A. Measurement
 - 1. Measurement for payment of bituminous sidewalk replacement will be for the amount actually placed, as directed by the Engineer.
- B. Payment
 - 1. Payment for bituminous sidewalk replacement shall be made at the unit price per linear foot, within the payment limits as described in 1.2 Pavement Limits s determined by the Engineer, under Item No. 16 in the Agreement. The price shall be full compensation for all costs for work, including removal and disposal of existing pavement to straight parallel lines furnishing, installing and compacting bituminous concrete and all labor and equipment necessary to complete the work as specified, directed by the Engineer, or reasonably implied.
 - 2. Sidewalk outside the payment limits damaged by the Contractor's negligence shall be replaced by the Contractor and will not be eligible for payment.

1.23 (ITEM 17) LOAM AND SEED

- A. Measurement
 - 1. Measurement for Loam and Seed shall be the actual area covered, in square yards.
- B. Payment
 - 1. Payment for Loam and Seed shall be made at the unit price per square yard under Item No. 17 in the Agreement. The price shall be full compensation for all labor, materials, and equipment incidental thereto for furnishing, hauling and placing loam and spreading seed, lime and fertilizer.
 - 2. Disturbed areas beyond right of ways, or disturbed for Contractor's convenience, shall be restored at the Contractor's expense.
 - 3. The Contractor shall be responsible for periodic water applications and reseeding all areas which do not take. All costs shall be included under this item.

1.24 (ITEM 18 & 19) 6-INCH AND 8-INCH GATE VALVES, 10-INCH AND 12-INCH GATE VALVES

A. Measurement

1. Measurement for 6-Inch, 8-Inch, 10-Inch, and 12-Inch Gate Valves shall be for each Gate Valve furnished and installed as shown on the Drawings or as directed by the Owner.

B. Payment

1. Payment for 6-Inch, 8-Inch, 10-Inch and 12-Inch Gate Valves shall be made at the unit price per each under Item No. 18 and 19, respectively, in the Agreement. The price shall be full compensation for all costs associated with furnishing and installing Gate Vales, including but not limited to setting, supporting, and joint assembly, cleaning, furnishing, and adjustment of valve boxes, and the furnishing and operation of all equipment, tools, and labor necessary for the first class installation of main line gate valves.
2. Work including excavation and backfilling of lining and miscellaneous pits to install Gate Valves is included under the lining or miscellaneous pit items.
3. Gate valves for hydrant assemblies are not included under this item.
4. Gate valve locations may be moved depending on lining and miscellaneous pit locations and Owner approval. Contractor to provide a plan showing proposed bursting pit locations prior to the start of work.
5. Owner may require additional gate valve installed should side street valves not hold water tight. These gate valves will be installed under this item.

1.25 (ITEM 20) SOLID SLEEVES

A. Measurement

1. Measurement for Solid Sleeves shall be for each Solid Sleeve furnished and installed as shown on the Drawings or as directed by the Owner.

B. Payment

1. Payment for Solid Sleeves shall be made at the unit price per each under Item No. 20 in the Agreement. The price shall be full compensation for all costs associated with Solid Sleeves, including but not limited to furnishing, setting, supporting, mechanical joint assembly, retainer gland installation, adjustment of sleeve, and the furnishing and operation of all equipment, tools, and labor necessary for the first class installation of Solid Sleeves.
2. Solid Sleeves shall be provided where feasible (at proposed ductile iron pipe and where cast iron pipe O.D. permits); they require full restraint. For work at oversized cast iron pipe where excessive grinding of wall thickness to fit sleeve is required, in the opinion of the engineer, Solid Sleeves are not an option, the Contractor shall furnish and install a "Romac" coupling with Thrust restraint at no additional cost.

1.26 (ITEM 21) FITTINGS

A. Measurement

1. Measurement for Fittings shall be per pound of body weight, excluding the weight of the accessories, such as gaskets, glands, and stainless-steel nuts and bolts.

B. Payment

1. Payment for Fittings shall be made at the unit price per pound under Item No. 21 in the Agreement. The price shall be full compensation for all costs associated with a complete installation, including but not limited to furnishing, setting, supporting, and joint assembly, and the furnishing and operation of all equipment, tools, and labor necessary for the first-class installation of Fittings.
2. Costs associated with retainer glands, joint glands, gaskets, and nuts and bolts shall be included in the cost per pound of fitting body weight.
3. Anchor tees for hydrants to be paid for under this item.

1.27 (ITEM 22) TEMPORARY WATER SERVICE RT 9 & 27 AND EAST CENTRAL

A. Measurement

1. Measurement for payment of Temporary Water Service shall be on a lump sum basis with 60% satisfactory completion of the setup of temporary water bypass, and the final 40% upon satisfactory completion of the temporary water bypass cleanup and removal of equipment.

B. Payment

1. Payment for Temporary Water Service shall be made at the lump sum contract price under Item No. 22 in the Agreement. The price shall be full compensation for all work and costs associated with Temporary Water Service including but not limited to furnishing, maintaining and removal, installing including excavation, trenching pipe across parking lot access, shoring, backfilling, and compaction of individual temporary service connections, disinfection, testing, maintaining, and removing a complete temporary water supply and fire protection for dwellings and businesses affected by the work.
2. All fire connections shall be approved by and meet the requirements of the Fire Chief.
3. At all service connections and couplings, an attached traffic cone shall be provided for safety.
4. Restoration of driveways and/or lawns by gravel, paving, and/or loam and seed application shall be paid for under their respective items.

1.28 (ITEM 23) WATER SERVICES RT 135

A. Measurement

1. Measurement for payment of Water Services in East Central Street shall be the length in linear feet from the main to the curb stop along the centerline of the pipe, as shown on the Drawings or directed by the Owner.

B. Payment

1. Payment for furnishing and installing Water Services shall be made at the price per linear foot under Item 23 in the Agreement. The price shall be full compensation for all costs associated with a complete installation, including but not limited to cutting,

removing and disposal of pavement and concrete sub-base across roadway, excavation of trench and at the water main and curb stop, shoring, backfill (off paved roadway) and compaction, accessing existing curb stop and closing, connecting to existing service pipe, PE pipe, fittings, joint assembly, and cleaning, furnishing, and installation of hardware.

2. All cost to furnish and install 2" diameter PVC sleeve across roadway for new water service to be included in this item.
3. All costs associated with installation in close proximity to trees, poles, walls, landscaping, to be included in this item.
4. All costs required to return landscaping and walls to existing conditions shall be included in this item.
5. Cost to remove and re-set granite curb stone and repair of asphaltic sidewalk, shall be included under appropriate items.
6. All Costs to furnish and install curb stop and box and corporation including tapping of the main shall be included in the Service Valve item.
7. All costs associated with furnishing and installing flowable fill for the service trenches in paved roadway shall be included in this Item No. 23.

1.29 (ITEM 24) WATER SERVICES

A. Measurement

1. Measurement for payment of Water Services other than in Route 135 (East Central Street) shall be the length in linear feet from the main to the curb stop along the centerline of the pipe, as shown on the Drawings or directed by the Owner.

B. Payment

1. Payment for furnishing and installing Water Services shall be made at the price per linear foot under Item 24 in the Agreement. The price shall be full compensation for all costs associated with a complete installation, including but not limited to excavation at the water main and curb stop, shoring, backfill and compaction of pits, cutting, removal, hauling, and disposing pavement, accessing existing curb stop and closing, connecting to existing service pipe, PE pipe, fittings, joint assembly, and cleaning, furnishing, and installation of hardware.
2. All costs associated with installation in close proximity to trees, poles, walls, landscaping, to be included in this item.
3. All costs required to return landscaping and walls to existing conditions shall be included in this item.
4. Cost to remove and re-set granite curb stone and repair of asphaltic sidewalk, shall be included under appropriate items.
5. All Costs to furnish and install curb stop and box and corporation including tapping of the main shall be included in the Service Valve item.

1.30 (ITEM 25) SERVICE VALVES

A. Measurement for service valves shall be made per each set, curb stop and corporation installed.

B. Payment for service valves shall be made at the unit price per each set under Item 25 in the

Agreement. The price shall be full compensation for all labor, materials, and equipment incidental for a complete installation, including but not limited to furnishing corporation stops, curb stop, curb box, installation of valves, tapping main and making connection to new service.

1.31 (ITEM 26) HYDRANT BRANCHES

A. Measurement

1. Measurement for Hydrant shall be per each hydrant branch installed.

B. Payment

1. Payment for Hydrant Branches shall be made at the unit price per each under Item No. 26 in the Agreement. The price shall be full compensation for all labor, materials, and equipment incidental thereto for a complete installation, including but not limited to pavement and concrete subbase cutting, removal and disposal, excavation, backfill, and compaction, removal and disposal of existing hydrant branch piping, valves (as necessary), hydrant, installing anchor tee, 6-inch gate valve and box, stainless steel nuts and bolts, 6-inch ductile iron pipe, hydrant, concrete thrust blocks, and fittings, and placing crushed stone drain.
2. Hydrant branch pipe placed beyond ten (10) feet shall be paid under 8" DI Pipe item No. 32.

1.32 (ITEM 27) FURNISHING HYDRANTS

A. Measurement

1. Measurement for Furnishing Hydrants shall be per each hydrant furnished and delivered to the Town of Natick DPW gravel pit on Oak Street.

B. Payment

1. Payment for Furnishing Hydrants shall be made at the unit price per each hydrant under Item No. 27 in the Agreement. The price shall be full compensation for furnishing, transporting, and delivering hydrants to the Town of Natick DPW yard.

1.33 (ITEM 28) PIT PIPE: 6-INCH THROUGH 12-INCH

A. Measurement

1. Measurement for 6-Inch through 12-inch Ductile Iron Pipe installed in pits (Lining and Miscellaneous) shall be in linear feet along the centerline of pipe installed.

B. Payment

1. Payment for 6-Inch, 8-Inch, and 10-Inch and 12-Inch Ductile Iron Pipe shall be made at the unit price per linear foot under Item No.28 in the Agreement. The price shall be full compensation for all costs associated with protection of above and below ground utilities and structures, cutting, furnishing and installing new ductile iron pipe and accessories. Newly installed water pipe and appurtenances to be connected to the new and existing water main, pressure tested, bacteria tested, and flushed with cleaned and lined water main.
2. Excavation and backfilling and associated materials to be included under the appropriate items, such as the Miscellaneous Pit item.

1.34 (ITEM 29) MISCELLANEOUS PITS

A. Measurement

1. Measurement for Miscellaneous Pits shall be taken to the lines and grades actually excavated, as approved by the Engineer.

B. Payment

1. Payment for miscellaneous piping pits shall be made at the unit price per square yard under Item No. 29 in the Agreement. The price shall be full compensation for all costs associated with miscellaneous piping pits, including but not limited to pavement and concrete subbase cutting removal and disposing, excavation by machine or by hand, dewatering, trench support and worker safety systems, exposing and removing pipe, dewatering, removal and disposal of unsuitable material, protection of open trench throughout work, installation of steel plate over excavation when work is not occurring in trench, backfilling and compaction of the backfill, as specified herein or reasonably implied.
2. All costs required to replace side branch gate valves and adding gate valves for the cleaning and lining work to obtain a watertight shut down shall be included in this item.
3. Payment for solid sleeves, replacement pipe, valves, ordinary borrow, process gravel, and asphaltic concrete trench resurfacing will be paid for under appropriate items.
4. Payment for pipe bedding, hauling and disposal of surplus material, shoring and bracing of trenches, utilization of steel shoring boxes, removing and replacement of signs, mail boxes and fences, supporting utility poles, furnishing and display of detour signs, lighted caution horses or barriers, barricades, temporary bridging, shall be included under this item.
5. Payment for refill material purchased by Contractor will be made under the appropriate unit prices, and measured within the specified insertion pit payment limits. Excavation or material placed in excess of the specified payment limits shall be done at the Contractor's expense and will not be eligible for payment, unless additional length, depth or width is ordered by the Owner. Test pits, and pits to replace water services are not included under this item, and shall be paid for under their respective items.
6. Costs for lining pits excavated for the purpose of cement lining will be included under the water main Cleaning and Cement Lining Water Main Items.
7. If Contractor obtains ordinary borrow from the construction project, all costs associated with utilizing the material as trench refill will be included under this item. No payment will be made under the ordinary borrow item.
8. For pits in Route 9 and East Central Street paved roadway require flowable fill for complete backfill. All costs for furnishing and installing flowable fill shall be under the appropriate flowable fill item.
9. All costs associated with loam and seed damaged lawn areas to be included under the loam and seed item.
10. Miscellaneous piping pits shown on Drawings are for estimating purposes only. All costs for miscellaneous piping pits and any additional miscellaneous piping pits not shown on the drawings but excavated by the Contractor as necessary to complete the project shall be compensated under this item.

1.35 (ITEM 30) ENVIRONMENTAL CONTROLS

A. Measurement

1. Measurement for Environmental Controls shall be the complete implementation of Environmental Controls in compliance with these specifications.

B. Payment

1. Payment for Environmental Controls shall be made at the lump sum price under Item No. 30 in the Agreement. The price shall be full compensation for all labor, materials, and equipment associated with Environmental Controls, including but not limited to placement, maintenance, and cleanup of the filter sock, and catch basin silt baskets where directed by the Owner or Engineer, and the placement, maintenance, and disposal of dewatering discharge.

1.36 (ITEM 31) BACON ST & TOWN FOREST CONNECTIONS

A. Measurement

1. Measurement for Open Cut 12-inch Water Main connections shall be measured when completed.

B. Payment

1. Payment for Open Cut 12-inch Water Main connections shall be made at the lump sum price under Item No. 31 in the Agreement. The price shall be full compensation for all costs including but not limited to cutting, removal, hauling, and disposal of pavement, excavation to grade, shoring and bracing of trenches, protection of above and below ground utilities and structures, complete dewatering systems, cutting, draining, removal, and disposal of existing water main and appurtenances as necessary, furnishing and installing new 12-inch ductile iron pipe and accessories, hauling, stockpiling, placement, and compaction of surplus backfill valves, and hauling and disposal of surplus material. Replacement water pipe and appurtenances to be connected to the existing water main and pressure tested.
2. All costs associated with connecting the proposed 12-inch ductile iron pipe to existing 12-inch cast iron pipe on each end shall be included under this item, except as noted below.
3. All costs associated with furnishing select and ordinary borrow and flowable fill for Bacon Street connection (in Bacon Street), and process gravel to be included under the appropriate items.
4. Payment for fittings are included under fittings item.

1.37 (ITEM 32) ROUTE 9 WATER MAIN REPLACEMENT

A. Measurement

1. Measurement for Open Cut 8-inch Water Main shall be measured along the centerline of the pipe without deductions for valves and fittings for the 8-inch water main.

B. Payment

1. Payment for Open Cut 8-inch Water Main shall be made at the unit price under Item No. 32 in the Agreement. The price shall be full compensation for all costs including but not limited to cutting, removal, hauling, and disposal of pavement and concrete sub-base, excavation to grade, shoring and bracing of trenches, protection of above and below ground utilities and structures, complete dewatering systems, cutting, draining, removal, and disposal of existing water main and appurtenances as necessary, furnishing and installing new 8-inch ductile iron pipe and accessories, hauling, stockpiling, placement, and compaction of surplus backfill, and hauling and disposal of surplus material. Replacement water pipe and appurtenances to be connected to the existing water main, pressure tested, bacteria tested, and flushed.
2. All costs associated with connecting the proposed 8-inch ductile iron pipe to existing 8-inch ductile iron and 8-inch cast iron pipe on each end shall be included under this item, except as noted below.
3. All costs associated with furnishing select and ordinary borrow, and process gravel to be included under the appropriate items.
4. Payment for fittings and gate valves are not included under this item.
5. All costs associated with completing work at night shall be included in this item.

1.38 (ITEM 33, 34 & 35) RT 9 8", RT 9 12" & RT 135 10" CLEANING AND LINING

A. Measurement

1. Measurement for the cleaning and lining Rt 9 8-inch, Rt 9 12-inch and Rt 135 (East Central Street) 10-inch C.I. pipe shall be per linear foot. Measurement for length will be along the horizontal centerline of the pipe, with no deductions for valves or fittings. Measurement will be to the nearest tenth of a foot.

B. Payment

1. Payment for cleaning and lining water mains shall be made at the unit price under the appropriate Item no. 33,34 or 35 in the Agreement. Payment for cleaning and cement lining the water mains shall be full compensation for furnishing all labor site preparation, equipment, materials necessary to clean and cement line the existing pipe including but not limited to; cutting and disposal of pavement lining pit excavation, backfilling lining pits, sheeting and bracing lining pits as required, placing and compacting backfill material; removing and disposing of existing pipe, hydrants, valves, fittings and appurtenances, as shown on drawings; cutting existing water mains for access to clean, tv and cement line; water main and trench dewatering, cleaning, inspecting, cement lining including curing, disinfection (chlorinating) the pipe, bacteria testing, thrust restraint where required; removing and reinstalling sections of pipe for visual inspections; cleanup and all related work specified and all else in connection for which separate payment is not provided under other items.
2. All cost associated with water main pre-cement lining and post-cement lining tv-inspection shall be included under this item.\
3. All cost for excavation, hauling and disposal of excavated and surplus materials, backfilling of lining pits (not in Route 9 or 135 pavement), maintenance of backfill material for pipe openings; dewatering, pipe bedding, utilization of steel shoring, boxes and plates and bracing, lining pits where necessary and all other work will be

considered incidental to the cleaning and lining of the water main shall be included under this item.

4. All costs associated with furnishing and installing flowable fill for pits in Route 9, 27 and 135 paved roadway shall be included in the flowable fill item.
5. All costs associated with capturing and properly disposing of all sludge removed from pipe during cleaning shall be included in this item.
6. All costs associated with a third-party leak detection of the completed cleaning and lining segments shall be included in this item.
7. All costs associated with excavating leaks detected in miscellaneous piping pits and lining pits shall be included in this item, with no additional cost paid under this item or other items.

1.39 (ITEM 36) PIT FLOWABLE FILL

A. Measurement

1. Measurement for flowable fill for pits on Route 9 and Route 135 (Base Contract) will be made based on length, depth and width of pit filled.

B. Payment

2. Payment for flowable fill for pits shall be made at the unit price per cubic yards under Item No. 36 in the Agreement. The price shall be full compensation for a complete installation included but not limited to hauling and installing flowable fill into pits installing and maintaining steel roadway plates until flowable fill has set-up.

1.40 (ITEM 37) DRAIN REPLACEMENT – Where approved by Owner and Engineer

A. Measurement

1. Measurement for storm drain replacement will be along the horizontal centerline of the pipe and measurement will be to the nearest tenth of a foot.

B. Payment

1. Payment for drain replacement shall be made at the unit price per linear foot for all depths under Item No. 37 in the Agreement. The price shall be full compensation for a complete installation included but not limited to cutting, removal, hauling and disposal of concrete road sub-base and pavement, trench excavation to grade, cutting, removal, hauling and disposal of existing RCP drain, and disposal of surplus material, where required by utility installation and where indicated on the Drawings, protection of above and below ground facilities and structures, complete dewatering systems, new RCP drain, and accessories, placement, compaction and maintenance of backfill material including transportation of excess material from other sites on project to be used as backfill, shoring and bracing of trenches, steel shoring boxes, furnishing and display of detour signs, lighted caution horses or barriers, barricades, temporary bridging, testing, clean-up of construction area, and the furnishing and operation of all equipment, tools, and labor necessary for the first class installation of piping, as herein specified or reasonably implied.
8. Payment for drain replacement will be for approved replacement. Drain, crossing trenches, which are in good shape (Owner's opinion), and are removed by Contractor for convenience will not be eligible for payment under this item. All costs for

convenience drain replacement shall be included in the sewer pipe force main pipe and water main items. All costs for supporting and crossing under drains shall be included the appropriate pipe items.

9. All costs associated with maintaining storm water during work shall be included under this item.
10. If excess material from other Construction sites within this Contract is approved material for backfilling, all costs for transporting, placing and compacting the approved material shall be included in this Item.
11. All costs for furnishing and placing bedding material from grade to 12-inches above crown shall be included in this Item.
12. All costs associated with connecting to existing or new catch basins or manholes including cutting, coring, patching and purging shall be included in this item.

1.41 (ITEM 38) ELECTRONIC MESSAGE BOARDS

A. Measurement

1. Measurement for Electronic Message Boards shall be the number of days that electronic message boards are provided for traffic management as directed by the Owner.

B. Payment

1. Payment for Electronic Message Boards shall be made at the bid price per day under Bid Item No. 38 in the Agreement. The price shall be full compensation for all labor, materials, and equipment incidental thereto for providing, programming, maintaining, and removing electronic message boards.
2. When an Electronic Message Board is required, it will be maintained on the site for a minimum of seven (7) days for each occasion, in some cases the board may remain for duration of the work, depending on traffic flows.
3. It is possible, depending on Contractors scheduling, that one, two or three signs may be required, one on each site at the same time.

1.42 (ITEM 39) LINE PAINTING

A. Measurement

1. Measurement for payment of pavement markings will be for the length of line actually placed, as directed by the Engineer. Cross walk lines will be measured for each individual line painted.

B. Payment

1. Payment for pavement markings shall be made at the unit price per linear foot measure as determined by the Engineer under Item No. 39 in the Agreement. The price shall be full compensation for all costs for this work, including material, labor and equipment necessary to complete the work as specified, directed by the Engineer or reasonably implied.
2. Line painting to include white fog lines, double yellow lines, stop lines, cross walk lines and turning arrow lines.

1.43 (ITEM 40 & 41) TRAFFIC MANAGEMENT

A. Measurement

1. Measurement of traffic management shall be made at the following percentages:
 - a. 75% at install as approved by Engineer
 - b. 25% upon removal of signs from Project site after work is completed

B. Payment

1. Payment for traffic management shall be made at the lump sum price under Items No. 40 and 41 in the appropriate percentage for each. The price shall be full compensation for furnishing, installing, maintaining and removing all traffic control devices as specified and shown on the drawings, required by Massachusetts Highway Department and Natick Police Department. Work shall include but not be limited to display of construction signs, detour signs, lighted caution horses or barrels, barricades, concrete "Jersey" barriers including set-up, maintenance and removal.
2. The drawings and specifications detail the minimum requirements for the Traffic Management Plan for each project area. If additional devices are required due to the Contractors approach to the project, then all costs associated shall be included under this item.
3. Route 9 and Route 27 ramp closures and related detours, are included on the traffic management drawings, in case they are needed to complete the work. The Owner would like to avoid closing Route 9 ramps if at all possible, due to traffic volume. All costs associated with providing the traffic control devices as detailed in the specifications and drawings shall be included in this item.
4. If Contractor chooses or is required to complete work at night, other than as required by the specifications and drawings, no additional costs will be considered for traffic management.

ADDITIONAL ITEMS

1.44 (ADD ITEM 1) FOR 10-INCH GATE VALVES

A. Measurement

1. Measurement for 10-Inch Gate Valves shall be for each Gate Valve furnished and installed as shown on the Drawings or as directed by the Owner.

B. Payment

1. Payment for 10-Inch Gate Valves shall be made at the unit price per each under Additional Item No. 1 in the Agreement. The price shall be full compensation for all costs associated with furnishing and installing Gate Vales, including but not limited to setting, supporting, and joint assembly, cleaning, furnishing, and adjustment of valve boxes, and the furnishing and operation of all equipment, tools, and labor necessary for the first class installation of main line gate valves.
2. Work including excavation and backfilling of lining of miscellaneous pits to install Gate Valves is not included under this item.
3. Gate valves for hydrant assemblies are not included under this item.
4. Gate valve locations may be moved depending on lining and miscellaneous pit locations and Owner approval. Contractor to provide a plan showing proposed

- bursting pit locations prior to the start of work.
5. Owner may require additional gate valve installed should side street valves not hold water tight. These gate valves will be installed under this item, with pit excavation and backfill paid under Add. Item 6.

1.45 (ADD ITEM 2) SOLID SLEEVES

- A. Measurement
 1. Measurement for Solid Sleeves shall be for each Solid Sleeve furnished and installed as shown on the Drawings or as directed by the Owner.
- B. Payment
 1. Payment for Solid Sleeves shall be made at the unit price per each under Additional Item No. 2 in the Agreement. The price shall be full compensation for all costs associated with Solid Sleeves, including but not limited to furnishing, setting, supporting, mechanical joint assembly, retainer gland installation, adjustment of sleeve, and the furnishing and operation of all equipment, tools, and labor necessary for the first class installation of Solid Sleeves.
 2. Solid Sleeves shall be provided where feasible (at proposed ductile iron pipe and where cast iron pipe O.D. permits); they require full restraint. For work at oversized cast iron pipe where excessive grinding of wall thickness to fit sleeve is required, in the opinion of the engineer, Solid Sleeves are not an option, the Contractor shall furnish and install a "Romac" coupling with Thrust restraint at no additional cost.

1.46 (ADD ITEM 3) FITTINGS

- A. Measurement
 1. Measurement for Fittings shall be per pound of body weight, excluding the weight of the accessories, such as gaskets, glands, and stainless-steel nuts and bolts.
- B. Payment
 1. Payment for Fittings shall be made at the unit price per pound under Additional Item No. 3 in the Agreement. The price shall be full compensation for all costs associated with a complete installation, including but not limited to furnishing, setting, supporting, and joint assembly, and the furnishing and operation of all equipment, tools, and labor necessary for the first-class installation of Fittings.
 2. Costs associated with retainer glands, joint glands, gaskets, and nuts and bolts shall be included in the cost per pound of fitting body weight.
 3. Anchor tees for hydrants to be paid for under the Hydrant Branch item.

1.47 (ADD ITEM 4) TEMPORARY WATER SERVICE

- A. Measurement
 1. Measurement for payment of Temporary Water Service shall be on a lump sum basis with 60% satisfactory completion of the setup of temporary water bypass, and the final 40% upon satisfactory completion of the temporary water bypass cleanup and removal of equipment.

B. Payment

1. Payment for Temporary Water Service shall be made at the lump sum contract price under Additional Item No. 4 in the Agreement. The price shall be full compensation for all work and costs associated with Temporary Water Service including but not limited to furnishing, installing (including excavation, trenching pipe across side streets, backfilling, and compaction of individual temporary service connections), disinfection, testing, maintaining, and removing a complete temporary water supply and fire protection for dwellings and businesses affected by the work.
2. At all service connections and couplings, an attached traffic cone shall be provided for safety.
3. Restoration of driveways and/or lawns by gravel, paving, and/or loam and seed application shall be paid for under their respective items.

1.48 (ADD ITEM 5) PIT PIPE 10" & 6"

A. Measurement

1. Measurement for 10-inch (10") and 6-inch (6") Ductile Iron Pipe installed in pits. Lining and miscellaneous shall be in linear feet along the centerline of pipe installed.

B. Payment

1. Payment for 10 & 6 -Inch Ductile Iron Pipe shall be made at the unit price per linear foot under Additional Item No. 5 in the Agreement. The price shall be full compensation for all costs associated with protection of above and below ground utilities and structures, cutting, furnishing and installing new ductile iron pipe and accessories. Newly installed water pipe and appurtenances to be connected to the new and existing water main, pressure tested, bacteria tested, and flushed with cleaned and lined water main.
2. Excavation and backfilling and associated materials to be included under the appropriate items, such as the Miscellaneous Pit item.

1.49 (ADD ITEM 6) MISCELLANEOUS PITS

A. Measurement

1. Measurement for Miscellaneous Pits shall be taken to the lines and grades actually excavated, as appr by the Engineer.

B. Payment

1. Payment for miscellaneous piping pits shall be made at the unit price per cubic yard under Additional Item No. 6 in the Agreement The price shall be full compensation for all costs associated with miscellaneous piping pits, including but not limited to pavement cutting, excavation by machine or by hand, dewatering, trench support and worker safety systems, exposing and removing pipe, dewatering, removal and disposal of unsuitable material, protection of open trench throughout work, installation of steel plate over excavation when work is not occurring in trench, backfilling and compaction of the backfill, as specified herein or reasonably

- implied.
2. Payment under this item to include pits for removing fitting and gate valves if necessary prior to pipe bursting, and other pits as directed by the Engineer.
 3. Payment for solid sleeves, replacement pipe, valves, ordinary borrow, process gravel, and asphaltic concrete trench resurfacing will be paid for under appropriate items.
 4. Payment for pipe bedding, hauling and disposal of surplus material, shoring and bracing of trenches, utilization of steel shoring boxes, removing and replacement of signs, mail boxes and fences, supporting utility poles, furnishing and display of detour signs, lighted caution horses or barriers, barricades, temporary bridging, shall be included under this item.
 5. Payment for refill material purchased by Contractor will be made under the appropriate unit prices, and measured within the specified insertion pit payment limits. Excavation or material placed in excess of the specified payment limits shall be done at the Contractor's expense and will not be eligible for payment, unless additional length, depth or width is ordered by the Owner. Test pits and pits to replace water services and hydrant connections are not included under this item, and shall be paid for under their respective items.
 6. Costs for lining pits excavated for the purpose of cement lining will be included under the water main Cleaning and Cement Lining Water Main Add. Item.
 7. If Contractor obtains ordinary borrow from the construction project, all costs associated with utilizing the material as trench refill will be included under this item. No payment will be made under the ordinary borrow item.
 8. All costs associated with loam and seed damaged lawn areas to be included under the loam and seed item.
 9. Miscellaneous piping pits shown on Drawings are for estimating purposes only. All costs for miscellaneous piping pits and any additional miscellaneous piping pits not shown on the drawings but excavated by the Contractor as necessary to complete the project shall be compensated under this item.

1.50 (ADD ITEM 7) BACON & EAST CENTRAL CLEANING AND LINING

A. Measurement

1. Measurement for the cleaning and lining of 10-inch C.I. pipe on East Central Street (in Wellesley) and in Bacon Street, shall be per linear foot. Measurement for length will be along the horizontal centerline of the pipe, with no deductions for valves or fittings. Measurement will be to the nearest tenth of a foot.

B. Payment

1. Payment for cleaning and lining water mains shall be made at the unit price under Additional Item 7 in the Agreement. Payment for cleaning and cement lining the water mains shall be full compensation for furnishing all labor site preparation, equipment, materials necessary to clean and cement line the existing pipe including but not limited to: traffic control, cutting and disposal of pavement insertion pit excavation, excavating and backfilling lining pits, sheeting and bracing lining pits as required, placing and compacting backfill material; removing and disposing of existing pipe, hydrants, valves, fittings and appurtenances, as shown on drawings; cutting existing water mains for access to clean and cement line; water main and

- trench dewatering, cleaning, inspecting, cement lining including curing, disinfection (chlorinating) the pipe, bacteria testing, thrust restraint where required; removing and reinstalling sections of pipe for visual inspections; cleanup and all related work specified and all else in connection for which separate payment is not provided under other items.
2. All Mobilization costs including but not limited to equipment mobilizing and demobilizing, insurance, bonds, contract administration shall be included in this item.
 3. All cost associated with water main pre-cement lining and post-cement lining tv-inspection shall be included under this item.
 4. All cost for excavation, hauling and disposal of excavated and surplus materials, backfilling of lining pits, maintenance of backfill material for pipe openings; dewatering, pipe bedding, utilization of steel shoring, boxes and plates and bracing, lining pits and where necessary and all other work will be considered incidental to the cleaning and lining of the water main shall be included under this item.
 5. All costs associated with furnishing and installing flowable fill in East Central Street pits shall be included in this item.
 6. All costs associated with a third-party leak detection of the completed cleaning and lining segments shall be included in this item.
 7. All costs associated with excavating leaks detected in miscellaneous piping pits and lining pits shall be included in this item, with no additional cost paid under this item or other items.
 8. All cost for traffic management shall be included in this item.

1.51 (ADD ITEM 8) TEMPORARY AND PERMANENT PIT RESURFACING

A. Measurement

1. Measurement for Permanent and Temporary Pit Resurfacing shall be calculated by multiplying the actual surface area (square yards) paved, not to exceed the Pavement Payment Limits as specified under this Specification, times the compacted depth of pavement, times a factor of 0.060 for a conversion to ton basis.
2. Contractor shall submit to the Engineer one (1) copy of the certified weight delivery slips for all asphaltic concrete used in the Work.

B. Payment

1. Payment for Permanent and Temporary Pit Resurfacing shall be made at the unit price per ton under Add Item No. 8 in the Agreement. The price shall be full compensation for all costs associated with Permanent and Temporary Pit Resurfacing, including but not limited to cutting existing pavement back one foot from initial cut, hauling and disposal, tack coat, sand seal, joint and crack sealer, placing, grading, and compacting asphaltic concrete, and valve box adjustments as needed.
2. Pavement placed beyond the specified limits under Pavement Payment Limits in this Specification, without prior approval of the Owner and due to the Contractor's operations, shall not be eligible for payment.

END OF SECTION

SECTION 01036

CHANGES IN CONTRACT WORK, COST OR TIME

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Contractor shall make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as are described in a Written Amendment, Change Order or Work Change Directive, signed by Owner and issued after execution of the Contract, in accordance with the provisions of this Section, Articles 10, 11, and 12 of the General Conditions, and amendments contained in the Supplemental Conditions.
- B. Owner reserves the right to at any time order additions, deletions, or revisions in the Work, which shall be authorized by Written Amendment, a Change Order, a Work Change Directive, or a Field Order, and Contractor shall promptly proceed with the Work involved.
- C. If Owner or Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment in the Contract Times that should be allowed as the result of a Work Change Directive, a claim may be made in accordance with the provisions of Article 10 of the General Conditions.
- D. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which is to be performed under the applicable conditions of the Contract Documents, unless otherwise specifically provided.
- E. See a full definition of the above in the General Conditions, Article 1, Definitions.

1.2 QUALITY ASSURANCE

- A. Within Contractor's quality assurance program, Contractor shall include such measures as are needed to assure familiarity of Contractor's staff and employees with these procedures for processing Change Order data.
- B. Contractor shall conduct all Work in a first-class, workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 CONTRACT PRICE

- A. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order or a Written Amendment.

1.4 PROCESS FOR INITIATING AND FINALIZING A CHANGE IN CONTRACT PRICE

- A. Any claim for an adjustment in the Contract Price by either party to the Contract shall be based upon written notice delivered by the party making the claim to the other party and Engineer promptly after the start of the occurrence or event giving rise to the claim, and stating the general nature of the claim.
- B. Notice shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.
- C. Documentation of the costs for the Work shall be prepared and submitted in accordance with the provisions of Article 11 of the General Conditions and as amended in the Supplementary Conditions of this Contract.
- D. Once the extent of changed Work and compensation amount is finalized in accordance with the provisions of Article 11 of the General Conditions as amended in the Supplementary Conditions, a Change Order Form, as included in Section 00810, with the documentation attached shall be prepared by Engineer and submitted to both parties for review and signing.
- E. Contractor's disagreement with the Change Order shall in no way relieve him/her from the responsibility to immediately proceed with the change as indicated in the Change Order, and to seek settlement of the dispute under the pertinent provisions of this Contract.
- F. Any delay in the completion of the Work associated with a disagreement in the amount of the Change Order shall not constitute a viable reason for granting an extension of time.
- G. No claim for an adjustment in the Contract Price shall be valid unless it is submitted in accordance with the provisions above and those of Article 11 of the General Conditions as amended in the Supplementary Conditions of this Contract.

1.5 PROCESS FOR INITIATING AND FINALIZING A CHANGE IN CONTRACT TIME

- A. Any claim for an adjustment in the Contract Time shall be made by a Change Order or Written Amendment, shall be based upon written notice delivered by the party making the claim to the other party and Engineer promptly after the start of the occurrence or event giving rise to the claim, and stating the general nature of the claim.
- B. Notice shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.
- C. Once the extent of changed Contract Time, if any, is prepared in accordance with the provisions of Article 12 of the General Conditions, a Change Order shall be prepared for review and signing by both parties.
- D. Contractor's disagreement with the refusal to grant a requested extension in the Contract Time shall in no way relieve him/her from the responsibility to proceed immediately with the Work, and to seek settlement of the dispute under the pertinent provisions of this Contract. Any delay in the completion of the Work shall not constitute a viable reason for granting an extension of time.
- E. No claim for an adjustment in the Contract Time shall be valid if it is not submitted in accordance with the provisions above, as well as those of Article 12 of the General Conditions as supplemented in the Supplementary Conditions of this Contract.

END OF SECTION

SECTION 01050

FIELD ENGINEERING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
 - 1. Establishing and maintaining lines and levels.
 - 2. Structural design of shores, forms, and similar items provided by the Contractor as part of his means and methods of construction.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Additional requirements for field engineering also may be described in other sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 PROCEDURES

- A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities:
 - 1. Locate and protect control points before starting work on the site.
 - 2. Preserve permanent reference points during progress of the Work.
 - 3. Verification of all reference points. If a discrepancy is found, promptly notify Engineer.
 - 4. Promptly advise the Engineer when a reference point is lost or destroyed, or requires relocation because of changes in the Work.

1.4 SURVEY REQUIREMENTS

- A. Contractor shall establish a minimum of two (2) permanent benchmarks on site, reference to data established by survey control points.

- B. Contractor to establish and maintain elevation lines and levels. Locate and lay out by instrumentation and similar appropriate means:
1. Site improvements, including pavements, stakes for grading, fill, and topsoil placement, utility locations, slopes, and invert elevations.
 2. Grid or axis for structures.
 3. Controlling lines and levels required for mechanical and electrical trades.

END OF SECTION

SECTION 01065

UNDERGROUND FACILITIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: In the performance of the Work of this Contract, the Contractor shall take all the preventative measures to ensure the safety of all the underground facilities encountered. See General Conditions for definition of Underground Facilities.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 02221 Trenching, Backfilling and Compacting

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specific requirements and the methods needed for proper performance of the Work of this Section.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 DEFINITIONS

- A. The words "facilities" and "utilities" as used in these specifications are synonymous.

1.4 UNDERGROUND FACILITIES

- A. It shall be the Contractors responsibility to contact "Dig Safe" and any other utility company not covered under "Dig Safe", for accurate field locations prior to construction, so that the underground facility may be avoided during the operation of the excavating equipment.
 - 1. The Contractor shall familiarize himself with Massachusetts General Law, Chapter 82, Section 40.

1.5 PROTECTION OF UNDERGROUND FACILITIES

- A. All existing water pipes and services, gas pipes, electric and telephone conduits, sewers, drains or other underground facilities which are uncovered by the excavation and which do not, in the opinion of the Engineer, require to be changed in location, shall be carefully supported and protected from injury by the Contractor. The Contractor shall be responsible for notifying all underground facility companies of actual damage, suspected disturbance, or any other condition associated with said underground facility, which could remotely result in a leak or break.
 - 1. If the Contractor causes damage to any of the underground facilities during his construction process, and the locations supplied by the various utility companies and departments were "reasonably accurate" (hereinafter defined), the Contractor shall be liable for all costs incurred to repair or replace the damage.
 - 2. For this contract the terminology "reasonably accurate" shall mean within a distance of 4 feet, in any direction, from the location mark supplied by the particular underground facility company or department.

1.6 RELOCATION OF UNDERGROUND FACILITIES

- A. Whenever it becomes necessary, in the opinion of the Engineer, to change the location of any underground facility uncovered by the excavation and not otherwise provided for in these Specifications, the Contractor shall do the whole or such portions of making such changes as the Engineer may direct, such Work to be paid for under a Change Order. In removing existing pipes which, in the opinion of the Engineer, are in condition to justify relaying, the Contractor will be held responsible and shall pay for any unnecessary breakage, except that necessary in cutting in at the points of disconnection.
- B. The Contractor shall provide assistance as required to any utility company or department which has to relocate an underground facility due to conflict with the Work of this Contract.

1.7 OBSTRUCTION OF FLOWS

- A. The Contractor shall provide suitable temporary channels for the flow of all water courses and shall hold the Owner harmless against all claims for damage growing out of obstruction of the flow in sewers, drains or gutters.

END OF SECTION

SECTION 01080

ELECTRONIC VARIABLE MESSAGE SIGN/TRAFFIC MANAGEMENT PLAN

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: The transportation of all equipment to the site, set-up, programming, protection, maintenance, and removal each time the Owner requests the installation of the portable changeable message sign. Contractor shall also be responsible for traffic management, including construction signage as required, and for protecting vehicles and pedestrian traffic. All messages displayed shall be approved by Owner.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 PORTABLE CHANGEABLE MESSAGE SIGN

- A. The portable changeable message sign shall be capable of performing all functions at ambient temperatures ranging from -30°F to 165°F. There shall be no degradation of operation due to fog, rain or snow.
- B. Message board shall be as follows:
 - 1. Type: The display shall be LED.
 - 2. Size: The message board shall have a minimum height of 48 inches, maximum height 72 inches and a minimum width of 60 inches, maximum width of 72 inches.
 - 3. Colors: The display shall be either fluorescent yellow or ITE amber.
 - 4. Lines: The signboard shall have the capability of displaying at least three (3) lines of 12-inch characters with 1 to 9 characters per line.
 - 5. Visibility and viewing angle: The sign shall be visible from a minimum distance of 300 feet with a viewing angle or no less than 30 degrees. The sign shall be either internally or externally illuminated for nighttime visibility.
- C. Operator Interface shall consist of a means of creating and controlling the on-site display message(s) with each sign. The operator interface shall contain, at a minimum, the following:
 - 1. Controller (CPU).
 - 2. Lockable weatherproof enclosure for interface components.
 - 3. Operator's display terminal with keyboard, providing a full screen display to allow the operator to preview the message content and format before it is sent to the sign panel. The keyboard shall be of a standard design.
- D. Controller shall possess, at a minimum, the following features:
 - 1. Full 64K user memory, minimum or as required for the project messages.
 - 2. Changeable message flash rate capability.
 - 3. A minimum of 24-hour battery back-up.
 - 4. Password activation software shall be available.
 - 5. Capacity to store a minimum of 199 pre-defined messages and a minimum of 50 user-created messages (not to exceed 32K).
- E. Power Supply shall consist of the following:
 - 1. A battery with solar charging.
 - 2. The power supply shall have a cover for weather protection and shall be lockable for security.

2.2 TRAFFIC MANAGEMENT SIGNS

- A. All traffic management signs shall be in accordance with the Manual on Uniform Traffic Control Devices. At a minimum, see drawings for typical traffic control signs, and traffic control drawings for State road traffic control.
- B. All other traffic control devices/signs (i.e., reflectorized drums with flashing lights) provided for normal operations shall also be provided.
- C. All signs shall be approved by the Owner and shall be in accordance with the contract drawings.

PART 3 - EXECUTION

3.1 GENERAL

- A. The changeable message sign shall be installed and operational for a 7 day period on a minimum of three separate occasions, and be positioned at the direction of the Owner. All other signs shall be used during the entire period of construction. The Contractor shall be responsible for the maintenance of such devices and appurtenances, throughout its use on the project with no additional compensation thereof. Should the units be found to be defective in any way, they shall be replaced immediately at the Contractor's expense.

3.2 INSTALLATION AND OPERATION

- A. The Contractor shall be responsible for furnishing, programming, installing, and operating the portable changeable message sign for a period, at a minimum, as required by the Owner.
- B. The Work under this Section includes delivery to required site, set-up of various messages and work required to insure the message sign will operate to the satisfaction of the Owner from 6:00 A.M. to 9:00 P.M. on the days designated by the Owner.
- C. Once the "message sign" is removed from the site, permanent signs indicating "CONSTRUCTION AHEAD. TO AVOID DELAY, SEEK ALTERNATE ROUTES" shall replace the electronic variable message sign.

2.3 TRAINING

- A. Contractor to provide the Owner with appropriate training on the unit to allow the Owner to revise the message only.

END OF SECTION

SECTION 01092

ABBREVIATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Listing of Abbreviations: The listing of abbreviations in this Specification Section represent the Standard Organization named.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications:
 - 2. All related Specification Sections shall be used in conjunction with this Section.

1.2 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the Standard, except when more stringent requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids.
- C. See Article 3, par 3.3 of the General Conditions.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 LISTING OF STANDARD ORGANIZATIONS AND THEIR ABBREVIATIONS:

AA	- Aluminum Association
AAN	- American Association of Nurserymen
AASHTO	- American Association of State Highway and Transportation Officials
ACI	- American Concrete Institute
ADC	- Air Diffusion Council
AGA	- American Gas Association
AHDGA	- American Hot Dip Galvanizers Association
AI	- Asphalt Institute
AIA	- American Institute of Architects
AISC	- American Institute of Steel Construction
AISI	- American Iron and Steel Institute
ANSI	- American National Standards Institute
APA	- American Plywood Association

API	- American Petroleum Institute
ASCE	- American Society of Civil Engineers
ASHRAE	- American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	- American Society of Mechanical Engineers
ASTM	- American Society of Testing and Materials
AWPA	- American Wood Preservers Association
AWS	- American Welding Society
AWWA	- American Water Works Association
BIA	- Brick Institute of America
CRSI	- Concrete Reinforcing Steel Institute
CSA	- Canadian Standards Association
DEP	- Department of Environmental Protection
DHI	- Door and Hardware Institute
DIPRA	- Ductile Iron Pipe Research Association
EJCDC	- Engineers Joint Contract Documents Committee
EPA	- Environmental Protection Agency
FM	- Factory Mutual System
Fed. Spec.	- Federal Specification
HI	- Hydraulic Institute
IEEE	- Institute of Electrical and Electronics Engineers
ISA	- Instrument Society of America
MIA	- Masonry Institute of America
MIL	- Military Specification
MSBC	- Massachusetts State Building Code
MSS	- Manufacturers Standardization Society of the Valve and Fitting Industry
NAAMM	- National Association of Architectural Metal Manufacturers
NCMA	- National Concrete Masonry Association
NEC	- National Electrical Code
NEMA	- National Electrical Manufacturers Association
NFPA	- National Fire Protection Association
NRCA	- National Roofing Contractors Association
OSHA	- Occupational Safety and Health Administration
PCA	- Portland Cement Association
PCI	- Prestressed Concrete Institute
PPI	- Plastic Pipe Institute
PS	- Product Standard of the National Bureau of Standards
SDI	- Steel Door Institute
SIGMA	- Sealed Insulating Glass Manufacturers
SMACNA	- Sheet Metal and Air Conditioning Contractors National Association
SPI	- Society of the Plastics Industry
SSPC	- Steel Structures Painting Council
TCA	- Tile Council of America
TPI	- Truss Plate Institute
UL	- Underwriters Laboratories

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Engineer will conduct project meetings throughout the construction period.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.

1.2 QUALITY ASSURANCE

- A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Agenda Items: To the maximum extent practicable, advise the Engineer at least 24 hours in advance of project meetings regarding items to be added to the agenda.
- B. Minutes:
 - 1. The Engineer will compile minutes of each project meeting, and will furnish three (3) copies to the Contractor and required copies to the Owner.
 - 2. Recipients of copies may make and distribute such other copies as they wish.

PART 2 - PRODUCTS - No products are required in this Section.

PART 3 - EXECUTION

3.1 MEETING SCHEDULE

- A. Except as noted below for Pre-construction Meeting, project meetings will be held bi-weekly if work progress warrants.
- B. Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.2 MEETING LOCATION

- A. The Engineer will establish meeting location. To the maximum extent practicable, meetings will be held at the job site.

3.3 PRE-CONSTRUCTION MEETING

- A. Pre-construction Meeting will be scheduled to be held within 15 working days after the Owner has issued the Notice to Proceed.
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
 - 2. The Engineer will advise other interested parties, including the Owner, and request their attendance.
- B. Minimum Agenda: Data will be distributed and discussed on at least the following items:
 - 1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Engineer.
 - 2. Channels and procedures for communications.
 - 3. Construction schedule, including sequence of critical work.
 - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the Engineer for review.
 - 6. Processing of Bulletins, field decisions, and Change Orders.
 - 7. Rules and regulations governing performance of the Work; and
 - 8. Procedures for security, quality control, housekeeping, and related matters.

3.4 PROJECT MEETINGS

- A. Attendance:
 - 1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
 - 2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.
- B. Minimum Agenda:
 - 1. Review, revise as necessary, and approve minutes of previous meetings.
 - 2. Review progress of the Work since last meeting, including status of submittals for approval.
 - 3. Identify problems which impede planned progress.

4. Develop corrective measures and procedures to regain planned schedule.
5. Complete other current business.

C. Revisions to Minutes:

1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
3. Challenge to minutes shall be settled as priority portions of "old business" at the next regularly scheduled meeting.

END OF SECTION

SECTION 01310

CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: To assure adequate planning and execution of the Work so that the Work is completed within the number of calendar days allowed in the Contract, and to assist the Engineer in appraising the reasonableness of the proposed schedule and evaluating progress of the Work, prepare and maintain the schedules and reports described in this Section.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Divisions 1 thru 3 of these Specifications.
 - 2. Preliminary Schedules: General Conditions Sections 2.05-2.07
 - 3. Progress Schedules: General Conditions Section 6.04
 - 4. Change of Schedule: General Conditions Sections 12.02-12.03
 - 5. Failure to Adhere to Schedule: General Conditions Section 15.02
- C. The Construction period shall be that as indicated in the Agreement Section of this Contract.
- D. In accordance with Par. 17.02 of the General Conditions, when calculating any period of time referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday, or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- E. For purposes of this Contract, a calendar day of 24 hours measured from midnight to the next midnight will constitute a day.

1.2 QUALITY ASSURANCE

- A. Employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data, and in preparing and issuing periodic reports as required.
- B. Perform data preparation, analysis, charting, and updating in accordance with standards approved by the Engineer.
- C. Reliance upon the approved schedule:

1. The construction schedule as approved by the Engineer will be an integral part of the Contract and will establish interim completion dates for the various activities under the Contract.
 2. Should any activity not be completed within 10 days after the stated scheduled date, the Engineer may request the reason for the delay in schedule from the Contractor. The Contractor shall supply the requested information and the steps which he intends to take to get back on schedule.
 3. It is expressly understood and agreed that failure by the Engineer to exercise the option either to order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered to set a precedent for any other activities.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Preliminary Analysis: Within 10 calendar days after the Contractor has received the Owner's Notice to Proceed, submit one (1) electronic copy of a preliminary construction schedule prepared in accordance with Par. 3.1 of this Section.
- C. Construction Schedule: Within 30 calendar days after the Contractor has received the Owner's Notice to Proceed, submit one (1) electronic copy and four (4) printed copies of a construction schedule prepared in accordance with Par. 3.2 of this Section.
- D. Periodic Reports: On the first working day of every month following the submittal described in Par. 1.3.C. above, submit one (1) electronic copy and four (4) printed copies of the updated construction schedule in accordance with Par. 3.3 of this Section.

PART 2 - PRODUCTS

2.1 CONSTRUCTION ANALYSIS

- A. Graphically show by bar-chart, or by other means acceptable to the Engineer, the order and interdependence of all activities necessary to complete the Work, and the sequence in which each activity is to be accomplished, as planned by the Contractor and his project field superintendent, in coordination with all subcontractors whose work is shown on the diagram.
- B. Include, but do not necessarily limit indicated activities to:
 1. Project mobilization;
 2. Submittal and approval of Shop Drawings and Samples;
 3. Procurement of equipment and critical materials;
 4. Fabrication of special material and equipment, and its installation and testing;

5. Final cleanup;
6. Final inspecting and testing; and
7. All activities by the Engineer that affect progress, require dates for completion, or both, for all and each part of the Work.

PART 3 - EXECUTION

3.1 PRELIMINARY ANALYSIS

- A. Show all activities of the Contractor under this Work for the period between receipt of Notice to Proceed and submittal of construction schedule.
- B. Show the Contractor's general approach to remainder of the Work.
- C. Show cost of all activities scheduled for performance before submittal and approval of the construction schedule.
- D. Submit in accordance with Par. 1.3.B. of this Section.

3.2 CONSTRUCTION SCHEDULE

- A. Within 30 calendar days from receipt of Notice to Proceed, complete the construction analysis in preliminary form, meet with the Engineer, review contents of the proposed construction schedule, and make all revisions agreed upon.
- B. Submit in accordance with Par. 1.3.C. of this Section.

3.3 PERIODIC REPORTS

- A. Update the approved construction schedule.
 1. Indicate "actual" progress in percent completion for each activity.
 2. Provide written narrative summary of revisions causing delay in the program, and an explanation of corrective actions taken or proposed.
- B. Submit in accordance with Par. 1.3.D. of this Section.

3.4 REVISIONS

- A. Make only those revisions to approved construction schedule as are approved in advance by the Engineer.

END OF SECTION

SECTION 01340

SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the Contract Document requirements.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Divisions 1 thru 3 of these Specifications.
- C. Work Not Included:
 - 1. Submittals not required under this Contract will not be reviewed by the Engineer.
 - 2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Engineer unless specifically called for within the Contract Documents.

1.2 QUALITY ASSURANCE

- A. Coordination of Submittals:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for its conformity in all respects with the specified requirements.
 - 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
- B. Substitutions:
 - 1. The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when they meet those standards of quality.
 - 2. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Engineer.
- C. "Or equal":
 - 1. Where the phrase "or equal" or "or equal as approved by the Engineer" occurs in the Contract Documents, see Par. 6.05 of the General Conditions.
 - 2. The decision of the Engineer shall be final.

- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Make submittals of Shop Drawings, samples, substitution requests, and other items in accordance with the provisions of this Section.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

- A. Scale and Measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
- B. Types of Prints Required:
 - 1. Submit Shop Drawings in the form of six (6) blackline prints of each sheet.
 - 2. Blueprints will not be acceptable.
- C. Review comments of the Engineer will be shown on the blackline print when it is returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.

2.2 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature from manufacturers includes data for more than one size, model, or other, clearly indicate which portion of the content is being submitted for review.

2.3 SAMPLES

- A. Provide Sample(s) identical to the precise article proposed to be provided. Identify as described under Par. 3.1 in this Section.
- B. Number of Samples Required:
 - 1. Unless otherwise specified, submit Samples in the quantity which is required to be returned, plus one (1) which will be retained by the Engineer.
 - 2. By prearrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Engineer.

2.4 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Engineer for selection.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
 - 1. When material is submitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 - 2. On resubmittals, cite the original submittal number and date for reference.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Engineer for his review upon request.

3.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 - 1. Partial submittals may be rejected as not complying with the provisions of the Contract.
 - 2. The Contractor may be held liable for delays so occasioned.

3.3 TIMING OF SUBMITTALS

- A. Make submittals in accordance with the schedule listed under the submittal paragraph of each Section of this document which requires submittals. The materials and equipment that need to be included in the submittals are listed, but not limited to, those indicated in the submittal paragraph of each Section of the document.
- B. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.
- C. In scheduling, allow at least twenty (20) working days for review by the Engineer following his receipt of the submittal.

3.4 ENGINEER'S REVIEW

- A. Review by the Engineer does not relieve the Contractor from responsibility for errors which may exist in the submitted data.

B. Revisions:

1. Make revisions required by the Engineer.
2. If the Contractor considers any required revision to be a change, he shall so notify the Engineer as provided for in Paragraph 10.05 of the General Conditions.
3. Make only those revisions directed or approved by the Engineer.
4. Revise previous submittal drawings or data and resubmit, as specified for the initial submittal.

END OF SECTION

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Cooperate with the Owner's testing agency and all others responsible for testing and inspecting the Work.
2. Provide such other testing and inspecting as are specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
2. Requirements for testing may be described in various Sections of these Specifications.
3. Where no testing requirements are described, but the Owner decides that testing is required, the Owner may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described in this Section.

C. Work Not Included:

1. Payment for compaction testing will be the responsibility of the Owner.
2. Selection of testing laboratory: The Owner will select a pre-qualified independent testing laboratory.

1.2 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to the Owner's approval, in accordance with ASTM E329.
- B. Testing, when required, will be in accordance with all pertinent codes and regulations, and with selected standards of the American Society for Testing and Materials.
- C. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

- B. Promptly process and distribute required copies of test reports and related instructions to assure necessary re-testing and replacement of materials with the least possible delay in progress of the Work.

PART 2 - PRODUCTS

2.1 PAYMENT FOR TESTING

- A. Initial Services:
 - 1. The Owner will pay for initial and follow up compaction testing services requested by the Engineer. Contractor to pay for subsequent testing of the same area if failure of compaction results continue.
- B. Retesting: When initial test and follow-up test indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance shall be performed by the same testing agency, and costs thereof shall be paid in full by Contractor.
- C. Contractor to pay for all bacteriological testing on water mains.
- D. Contractor to pay for all pipe pressure testing.

2.2 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

2.3 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

PART 3 - EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY

- A. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

3.2 TAKING SPECIMENS

- A. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

3.3 SCHEDULES FOR TESTING

- A. Establishing Schedule:
 - 1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
- B. Revising Schedule: When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.
- C. Adherence to Schedule: When the testing laboratory is requested to test, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back charged to the Contractor.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide temporary facilities and controls needed for the Work including, but not necessarily limited to:
 - 1. Sanitary facilities;
 - 2. Enclosures such as tarpaulins, barricades, and canopies;
 - 3. Temporary fencing of the construction site.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Except that equipment furnished by subcontractors shall comply with requirements of pertinent safety regulations, such equipment normally furnished by the individual trades in execution of their own portions of the Work are not part of this Section.
 - 3. Permanent installation and hookup of the various utility lines are described in other Sections.

1.2 PRODUCT HANDLING

- A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

PART 2 - PRODUCTS

2.1 SANITARY FACILITIES

- A. Sanitary conveniences, properly screened from public observation, for the use of all persons employed on the Work and beginning with the first persons engaged in preliminary operations, shall be provided and maintained by the Contractor in sufficient numbers through the completion of the Work.

2.2 WEATHER PROTECTION

- A. Shall mean the temporary protection of that work adversely affected by moisture, wind, and cold by covering, enclosing, and/or heating. This protection shall provide adequate working areas during the months of November through March and be consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations. The Contractor shall furnish and install all "weather protection" material and be responsible for all costs, including heating required to maintain a minimum temperature of 40°F at the working surface. This provision does not supersede any specific requirements for methods of construction and/or curing of materials.
- B. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.
- C. The total cost of all weather protection inclusive of all materials, labor, equipment and incidentals required shall be included in the contract price. The cost shall include all work required to furnish, maintain, and remove all temporary enclosures and temporary heating systems required for weather protection.

PART 3 - EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Engineer.

END OF SECTION

SECTION 01505

MOBILIZATION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Ordering and receipt of all materials, neat stockpiling of such materials, delivery and setup of all construction equipment, and cleanup of stockpile area upon completion of construction.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 thru Divisions 3 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. None required under this Section.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610

PART 2 - PRODUCTS -Not Used

PART 3 - EXECUTION

3.1 STORAGE AREA

- A. It shall be the Contractor's sole responsibility to procure and maintain, either by purchase or rental, any property or easement necessary to provide suitable and adequate storage space for tools, materials and equipment during the progress of the Work if existing project sites are not adequate. The storage or marshalling area obtained by the Contractor shall in no way obstruct or interfere with pedestrian or vehicular movement, and shall not occupy any space within the public right-of-way, except with specific permission from the Owner. The storage area shall be kept in a neat and orderly fashion at all times and shall not be allowed to become a public nuisance.
- B. The Contractor shall remove all excess materials, stockpiles, and equipment from storage sites, sweep rake and generally dress area to condition satisfactory to property Owner upon completion of Contract.
 - 1. The Owner shall not be a party to negotiations related to acquisition of area for storage, or cleanup of same.

3.2 EQUIPMENT

- A. The Contractor shall transport all equipment to the site and set up operations to a condition satisfactory to proceed with the intended construction, and upon completion, remove same.

3.3 PROJECT MAINTENANCE

- A. The Contractor shall properly maintain the project and storage area during the life of the Contract, and upon completion of work, dismantle storage area and provide general cleanup along the project site.

END OF SECTION

SECTION 01532

TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall conduct his operations so as to minimize disturbances to ground surfaces in the vicinity of trees and plants that have not been proposed for removal to allow access for the Work of this project, and shall minimize disturbances to the trees and plants not selected for removal in the Contract area.

PART 2 - MATERIALS - OMITTED

PART 3 - EXECUTION

3.1 TREES

- A. The Contractor shall enclose the trunks of lawn trees and cultivated shrubs adjacent to his work not to be cut, with substantial wooden boxes of such height as may be necessary to protect them from injury from piled material, from equipment, from his operations, or otherwise due to his work. Excavating machinery shall be of suitable type and be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.
- B. Branches, limbs, and roots shall not be cut except by permission of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. In case of cutting or unavoidable injury to branches, limbs and trunks of trees, the cut or injured portions, shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.
- C. Small trees, which could be transplanted, may be removed by careful hand digging and placing root system within a burlap container. These trees shall be temporarily planted or stored and maintained by the Contractor to be replanted upon completion of pipe structure installation.

3.2 HEDGES, SHRUBS, AND PLANTS

- A. Cultivated hedges, shrubs, and plants which might be injured by the Contractor's operations shall be protected by suitable means or shall be dug up and temporarily replanted and maintained. After the construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established.

3.3 REPLACEMENT

- A. If trees, cultivated hedges, shrubs and plants are injured to such a degree as to affect their growth or diminish their beauty or screening effectiveness, they shall be replaced by items of kind and quality at least equal to the kind and quality existing at the start of the Work.

END OF SECTION

SECTION 01535

PROTECTION OF PROPERTY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall provide all necessary protection of existing property to prevent any damage to property adjacent to the construction.

PART 2 - PRODUCTS - No products are required in this Section.

PART 3 - EXECUTION

3.1 PROTECTION OF PROPERTY

- A. The Contractor shall exercise extreme caution while working close to existing shrubs, trees, walls, lawns and other property adjacent to the construction.
 - 1. Contractor shall replace any and all property which was damaged or destroyed as a result of his operations or because of his failure to protect them in a manner which would prevent damage.
 - 2. Property which has been damaged and replaced shall be equal or better than original in quality and workmanship to the damaged property and shall be subject to the approval of the property Owner.
 - 3. Mailboxes, signs, and fences adjacent to or on location of construction shall be carefully removed and temporarily set, to be replaced in original position upon completion of trenching and backfill.
 - 4. Branches which interfere with construction may be removed, only upon approval of the Engineer.
 - a. Limbs and branches shall be trimmed off neatly and cleanly, close to the trunk of the tree or to its main branch. The cut surfaces shall be coated with an approved tree wound coating.
 - 5. Where pipeline installation is in close proximity to utility poles, it shall be the Contractor's responsibility to contact the utility company, and assist in supporting the pole during construction. Any costs associated with pole support shall be paid by the Contractor.

END OF SECTION

SECTION 01570

UNIFORMED POLICE OFFICERS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall make all arrangements with the Police Department for the services of Uniformed Police Officers.

PART 2 - PRODUCTS

2.1 UNIFORMED POLICE OFFICERS

- A. The Police Safety Officer will assign Uniformed Police Officers from the department in the quantity and at the location(s) as determined to be necessary by the Police Department.

PART 3 - EXECUTION

3.1 ARRANGEMENTS

- A. The Contractor shall make all arrangements with the Police Safety Officer for the services of Uniformed Police Officers. If, in the opinion of the Police Department, Uniformed Police Officers are required for the protection of persons and control of traffic, the Contractor shall be responsible for making all arrangements with the Police Safety Officer as may be required.
- B. Contractor to schedule the details in advance to ensure details are available. The Police Department requires a minimum of 48-hour notice for scheduling a detail, however that will not guarantee a detail is available, due to other projects requiring details. It is recommended that the Contractor schedule the details on a weekly basis.
- C. If the Contractor does not request details on a weekly basis, ahead of time, and a detail is not available, the Owner is not responsible for loss production costs of the Contractor if they are not allowed to work on the street.
- D. All time in excess of 8 hours per day shall be pre-approved by the Owner.

3.2 PAYMENT

- A. The Owner shall pay for all Uniformed Police Officers.

- B. If the Contractor fails to cancel a scheduled detail and the Police Department submits a bill, the Contractor will be responsible for paying that bill without reimbursement from the Owner.

END OF SECTION

SECTION 01601

CONTROL OF MATERIALS

PART 1 - GENERAL

1.1 APPROVAL OF MATERIALS

- A. Unless otherwise specified, only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. As specified in Section 01340, the Contractor shall submit to the Engineer data relating to materials and equipment he proposes to furnish for the Work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product and to form an opinion as to its conformity to the Specifications.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, either prior to beginning or during the progress of the Work, the Contractor shall submit additional samples or materials for such special tests as may be necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Owner will make arrangements for and pay for the tests.
- D. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. In order to demonstrate the proficiency of workmen or to facilitate the choice among several textures, types, finishes, and surfaces, the Contractor shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the Work shall correspond to the approved samples or other data.

1.2 HANDLING AND STORAGE OF MATERIALS

- A. All materials and equipment to be incorporated in the Work shall be handled and stored by the manufacturer, fabricator, supplier, and Contractor before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking chipping, rusting, and any injury, theft, or damage of any kind whatsoever to the material or equipment.

- B. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural, miscellaneous, and reinforcing steel shall be stored off the ground to prevent accumulations of dirt or grease, and in a position to prevent accumulations of dirt or grease, and in a position to prevent accumulation of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping, or cracking. Brick, block, and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking, and spalling to a minimum.
- C. All mechanical equipment subject to corrosive damage by the atmosphere if stored outdoors (even though covered by canvas) shall be stored in a building to prevent injury. The building may be a temporary structure on the site or elsewhere, but it must be satisfactory to the Engineer.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the Work, and the Contractor shall receive no compensation for the damaged material or its removal.

END OF SECTION

SECTION 01610

PRODUCT HANDLING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Additional procedures also may be prescribed in other Sections of these Specifications.
- C. Only new materials and equipment shall be incorporated into the Work.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Engineer, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

- A. All materials shall be stored at the project site in a neat and safe manner, properly protected from damage from traffic or equipment.
- B. Any material stored on site shall be safely stockpiled and properly barricaded to prevent a hazard to vehicular or pedestrian traffic.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Engineer and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Engineer to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide an orderly and efficient transfer of the completed Work to the Owner.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. "Substantial Completion" is defined in Par. 1.45 of the General Conditions.

1.2 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Engineer, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 PROCEDURES

- A. Substantial Completion:
 - 1. Within a reasonable time after receipt of the request to inspect, the Engineer will inspect to determine status of completion.
 - 2. Should the Engineer determine that the work is not substantially complete:
 - a. The Engineer promptly will so notify the Contractor, in writing, giving the reasons therefore.
 - b. Remedy the deficiencies and notify the Engineer when ready for reinspection.
 - c. The Engineer will reinspect the Work.
 - 3. When Owner concurs that the Work is substantially complete:
 - a. The Owner will prepare a "Certificate of Substantial Completion", on AIA Form G704, accompanied by the Contractor's list of items to be completed, as verified by the Engineer.
 - b. The Engineer will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

- B. Final Completion:
1. Verify that the Work is complete.
 2. Certify that:
 - a. Contract Documents have been reviewed;
 - b. Work has been inspected for compliance with the Contract Documents;
 - c. Work has been completed in accordance with the Contract Documents;
 - d. Equipment and systems have been tested as required, and are operational;
 - e. Work is completed and ready for final inspection.
 3. The Engineer will make an inspection to verify status of completion.
 4. Should the Owner determine that the Work is incomplete or defective:
 - a. The Engineer promptly will so notify the Contractor, in writing, listing the incomplete or defective work.
 - b. Remedy the deficiencies promptly and notify the Engineer when ready for reinspection.
 5. When the engineer determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.
- C. Closeout submittals include, but are not necessarily limited to:
1. Operation and maintenance manuals for items so listed in pertinent other sections of these Specifications, and for other items when so directed by the Engineer;
 2. Warranties and bonds;
 3. Spare parts and materials extra stock;
 4. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
 - a. Certificates of Inspection;
 - b. Certificates of Occupancy;
 5. Certificates of Insurance for products and completed operations;
 6. Evidence of payment and release of liens;
 7. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

1.4 INSTRUCTION

- A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work.

END OF SECTION

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DIVISION 2 - SITE WORK

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SECTION 02110

CLEARING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Clear and grub the locus of the proposed pipelines to the limits shown on the Drawings and as required by the Contract Documents.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 02221 Trenching, Backfilling and Compacting

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the Work of this Section in a timely manner.
- C. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Flag limits of clearing.

3.2 PROTECTION

- A. Protect existing utilities indicated or made known.
- B. Protect trees and shrubs, where indicated to remain, by providing a fence around the tree or shrub at its drip line and of sufficient height so trees and shrubs will not be damaged.
- C. All areas not designated to be cleared shall be protected from damage. Clearing operations shall be conducted so that cut trees are felled within the property boundaries and existing trees, designated to remain, are protected from damage.
- D. Protect control points, benchmarks, and existing work from damage.
- E. Maintain access to the site at all times.

3.3 CLEARING

- A. Within the area to be cleared:
 - 1. Fell trees and brush.
 - 2. Remove and dispose of all wood.
 - 3. Remove all stumps.
 - 4. Clean out roots 1-inch in diameter and larger to a depth of at least 12 inches below the existing ground surface.

3.4 CONSERVATION OF TOPSOIL

- A. After the area has been cleared of vegetation, strip the existing topsoil.
- B. Stockpile in an area clear of new construction.
- C. Maintain the stockpile in a manner which will not obstruct the natural flow of drainage.
 - 1. Maintain stockpile free from debris and trash.
 - 2. Keep the topsoil damp to prevent dust.

3.5 REMOVAL AND DISPOSAL

- A. All debris, trees, shrubs, brush, roots, stumps, etc. cleared and grubbed from the site shall be removed from the site and disposed of in accordance with all local and Commonwealth of Massachusetts regulations.
- B. Burning and/or burial of cleared and grubbed material on the site shall not be permitted.

3.6 UTILITIES

- A. Coordinate with utility companies and agencies as required.

END OF SECTION

SECTION 02140

DEWATERING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: It is not anticipated that groundwater will be at levels where it will require dewatering for the trench work, with the exception of the 12" cleaning and lining trench near the North Main Street ramp from Rt 9, depending on precipitation events prior to work, will dictate whether dewatering will be necessary. If it is encountered the contractor shall furnish, operate and maintain, as incidental to the project, dewatering equipment for the control, collection and disposal of ground and surface water where necessary to complete the Work.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specific requirements and the methods needed for performance of the Work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the Work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Contractor's Dewatering Plan, including proposed areas for drainage disposal and treatment, shall be available if groundwater is encountered.
- B. Include in the Dewatering Plan, the following:
 - 1. Types and sizes of ground water control systems to be used, including backup power and equipment.

2. Provisions for water treatment and disposal to meet the requirements of all applicable codes.
 3. Provisions for limiting siltation.
 4. Location plan showing recharge pits, discharge piping or channels, and all other discharge components.
- C. Receipt by the Engineer of the Contractor's plan for dewatering shall not obligate the Engineer or Owner for the sufficiency of the Contractor's plan. The Contractor shall be solely responsible for the means, methods, and adequacy of the dewatering system.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

1.5 COORDINATION

- A. Coordinate the Work of this Section with suppliers and any public agencies which may affect or be affected by the Work of this Section to insure the uninterrupted completion of this work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Piping, plumbing equipment and all other materials and equipment required to provide dewatering of excavations shall be suitable for the intended purposes. Standby pumping units shall be maintained at the site to be used in case of failure of the primary pumping units.

PART 3 - EXECUTION

3.1 PERFORMANCE

- A. General:
1. Grade and ditch the site as necessary to direct surface runoff away from open excavations and subgrade surfaces.
 2. Keep excavations and site construction areas free from standing water.
 3. Thoroughly brace or otherwise protect against floatation all pipelines and structures which are not stable.
 4. Collect water entering the excavation from surface runoff in shallow ditches around the perimeter of the excavation, drain to sumps and pump from the excavation to maintain a bottom free from standing water.

5. Conduct dewatering in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation. Maintain the groundwater level at least 1-foot below the excavation bottom at all times. An unstable or "pumping" subgrade will indicate that dewatering is not adequate and additional dewatering will be required. Construct well or sump installations with proper sand filters to prevent drawing of finer grained soil from the surrounding ground.
6. Take all additional precautions to prevent uplift of any structure during construction.
7. If the material at the bottom of the trench becomes unstable due to an inadequate dewatering system installed by the Contractor, and additional depth of excavation and bedding material is required, this additional work will not be eligible for payment and shall be done at the Contractor's expense.

B. Dewatering System

1. Special dewatering may be required for the utility installations.
2. Install and maintain one (1) groundwater observation well inside the excavation to measure the groundwater level to ensure conformance with the requirements of these Specifications. Construction will not be allowed until the Engineer is satisfied that the above provisions are met.

C. Disposal of Water

1. Dispose of water pumped or drained from the construction trench in a suitable manner to avoid public nuisance, injury to public health, damage to public and private property and damage to the Work completed or in progress.
2. Dispose of drainage so that flow or seepage back into the excavated area will be prevented. Disposal areas shall be approved by the Owner.
3. Monitor the effluent from the pump discharge and from sedimentation basins. Limit the turbidity to no more than 15 NTU.
4. Contractor is responsible for all treatment options necessary to attain the discharge requirement including but not limited to decant basins, siltation collection bags, chemicals and chemical treatment equipment and conventional treatment chemicals and equipment. Do not place the treatment process within 25 feet of a bordering vegetated wetland.
5. Contractor is responsible for obtaining an NPDES Permit, if required.

D. Damage

1. Any damage resulting from the dewatering operations or the failure of the Contractor to maintain the Work in a suitably dry condition shall be repaired by the Contractor at no additional cost to the Owner.

END OF SECTION

SECTION 02151

SHORING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide shoring at excavations and elsewhere as required to protect workmen, materials, existing utilities, adjacent structures, other properties, and the public against collapse, cave in, or settlements.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. As established in the General Condition of the Contract, the Contractor is solely responsible for means and methods of construction and for the sequences and procedures to be used.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. The Contractor shall not perform excavations in unstable ground and shall employ a positive means of containing the unstable ground behind shoring before excavation may proceed.
- C. Employ a qualified engineer, properly permitted to provide such services at the location of the Work, to design the shoring system(s) and to inspect and report on the quality of its construction.
- D. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- E. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.

- B. Product Data: Within fifteen (15) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Certified shoring design to Engineer for record purposes only.

PART 2 - PRODUCTS

2.1 DESIGN

- A. Design a shoring system which will safely support and adequately prevent collapse of adjacent materials and which will permit construction of the Work to the arrangement shown on the Drawings.
- B. All shoring shall be designed to support all vertical and lateral loads imposed on the system during construction.
- C. Secure all needed approvals, including those of governmental agencies having jurisdiction and of adjacent property owners if required, at no additional cost to the Owner.

2.2 MATERIALS

- A. Provide materials of all kinds as required for execution of the approved shoring system.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Construct and install the shoring system in strict accordance with the design Engineer's requirements.

END OF SECTION

SECTION 02221

TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: The Contractor shall conduct all excavation and backfilling required for the Work, including site mobilization and demobilization, roadway trenching, furnishing lighted caution horses, fences and/or barriers, barrels, barricades, temporary bridging, cutting, removal, and proper disposal of pavement, providing and maintaining basic traffic control devices, excavation in earth and rock for all structures and pipelines, removal and disposal of all unsuitable material, provide required process gravel and select borrow where ordered, trimming and removal of trees, bushes, and brush, disposal of surplus material, shoring, bracing, and sheeting, dewatering systems, backfilling, compaction, and maintenance of backfill material, protection of existing above and below ground facilities, removal and replacement of signs, fences, mailboxes, and guardrails, protection of existing pavements, repairing of broken or disturbed water, sewer, or storm drain piping and structures caused by the Contractor's operations, and all other incidental work necessary to provide the space for the construction of the Work of this Contract, in accordance with the Contract Documents.
- B. Related Work:
1. Documents affecting work of this Section include, but are not limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 2. Section 02227 Rock Removal
 3. Section 02490 Loam, Seed, and Sod
 4. Section 02513 Asphaltic Concrete Paving

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. Use equipment appropriate in size, capacity, and numbers to accomplish the Work of this Section in a timely manner.
- C. Comply with all the requirements of the Local and State regulatory agencies which pertain to this Section.

- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

1.5 COORDINATION

- A. Coordinate the Work of this Section in a manner to minimize the impact upon the local businesses and residents.
- B. Coordinate the Work of this Section with suppliers, trades, and any public agencies which may affect or be affected by the Work of this Section to insure the uninterrupted completion of this Work including, but not limited to, the Fire and Police Departments, School Bus Company, US Postal Service, Highway Department, Rubbage Disposal Service, etc.

1.6 PERMITS

- A. The Contractor shall obtain a roadway opening permit and trench permit for all work and notify the responsible Public Works Department at least 7 days before any excavation takes place within the roadway.

1.7 CLASSIFICATION OF EXCAVATION

- A. All excavation shall be classified as either earth or rock. Rock excavation shall be solid ledge rock, stone masonry or boulders one (1) cubic yard or more in volume. All other materials excavated shall be classified as earth.
 - 1. Concrete road sub-base on west Central will not be considered as Rock

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fill and Backfill Materials:

1. Ordinary Borrow: Shall be a friable material consisting of stone, sand, and silt with no objects larger than 7 inches in diameter and no more than 30 percent by weight finer than No. 200 sieve, and be free of pavement, trash, loam, ice, snow, tree stumps, and roots. This material must be conducive to proper compaction by the methods to be utilized under this Contract. Excavated trench material from on-site sources which meets these specifications in the Owner's opinion shall be used for Ordinary Borrow trench refill.
2. Select Borrow: Shall be a friable material consisting of a nature of stone, sand, and silt with no objects larger than 3 inches in diameter and no more than 30 percent by weight finer than No. 200 sieve, and be free of pavement, trash, loam, ice, snow, tree stumps, and roots. This material must be conducive to proper compaction by the methods to be utilized under this Contract. Excavated trench material from on-site sources which meets these specifications in the Owner's opinion shall be used for Select Borrow trench refill.
3. Process Gravel: Shall consist of hard durable sand and gravel, be free from ice and snow, roots, sods, rubbish, and other deleterious or organic matter in compliance with M1.03.1 of the MassDOT Division III Material specifications and as further details herein. Maximum stone size shall be 3 inches (greatest dimension). In addition, it shall conform to the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>	
	<u>Maximum</u>	<u>Minimum</u>
3-inch	-	100
1 ½-inch	100	70
¾-inch	85	50
No. 4	60	30
No. 200	10	-

- a. Representative soil and sieve analysis shall be performed to verify that the materials comply with the above Specifications and shall be repeated throughout the project when observed changes in materials occur or contamination with other materials is observed.
4. Sand Borrow: Shall consist of clean inert, hard, durable grains of quartz or other durable rock, free from pavement, trash, loam, ice, snow, tree stumps, and roots, with no objects larger than 1-inch in diameter and no more than 10 percent by weight finer than No. 200 sieve. This material must be conducive to proper compaction by the methods to be utilized under this Contract. In addition, it shall conform to the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>	
	<u>Maximum</u>	<u>Minimum</u>
1-inch	-	100
½-inch	100	85
No. 4	100	60
No. 16	80	35

No. 50	55	10
No. 200	10	0

- a. Excavated material from on-site sources which meets these specifications in the Owner's opinion shall be used as Sand Borrow refill.
5. Crushed Stone: Shall consist of durable crushed stone or durable crushed gravel stone, washed, free from ice and snow, stone dust, sand, clay, loam, or other deleterious material. The crushed stone shall be uniformly blended and conform to the following:

<u>Sieve Size</u>	<u>Percent Passing</u>	
	<u>Minimum</u>	<u>Maximum</u>
5/8 -inch	-	100
½-inch	85	100
3/8-inch	15	45
No. 4	0	15
No. 8	0	5

6. Riprap: Provide riprap for slope protection (where specified on the Drawings) which is sound, durable rock and is angular in shape.
 - a. Stone size shall be based on a D50-10-inch average mix, i.e., 50% shall be greater than 10 inches and 50% will be smaller than 10 inches. Generally, the large stones shall be 1.5 greater in width and 2.25 greater in depth than the average 10-inch size specified.
 - b. Riprap shall be placed on a layer of filter or geotextile fabric specified elsewhere in this Section.
 - c. Voids of the riprap should be filled or chinked with the 50% of the smaller rock of the D50 mix and ¾-inch crushed stone.
7. Controlled Density Fill (where shown or ordered): Shall consist of Portland cement, fly ash, sand and water. Shall be of Type 2E mix in accordance with Massachusetts Highway Department Specification M4.08.0. The ingredients shall comply with the following:

Portland Cement	AASHTO M85
Fly Ash	AASHTO M295, Class F
Sand	M4.02.02
Air Entraining Admixtures	M4.02.05

PART 3 - EXECUTION

3.1 TRENCH EXCAVATION

- A. The Contractor shall make all excavation in earth and in rock, necessary or incidental to the proposed construction under the terms of this Contract and as herein specified or indicated on the Contract Drawings.

1. Pipe installation shall be accomplished by open cut method, sliplining and pipe bursting or as otherwise stipulated in the Contract.
2. All excavation shall be made in such manner and to such widths as will give ample room for properly installing, constructing, and inspecting pipelines and structures they are to contain.
3. The area around all structures shall be sufficient in width to permit the use of mechanical compactors to easily be walked around the structure for the full height of the trench. If this cannot be accomplished, alternate means of compacting around these zones must be demonstrated to the satisfaction of the Engineer.
4. The Contractor shall be responsible for notifying Dig Safe, the Natick Department of Public Works, and the Owner for field markouts of all utilities, and the Contractor shall plan ahead in the layout of mains, cross connections, repair trenches, pits, and services to avoid these utilities wherever possible.
5. Test pits may be required ahead of construction to confirm location of existing utilities.
6. The width of trenches shall be sufficient to allow thorough compacting of the refill adjacent to the lower quarters of the pipe. At pipe joints, such additional width and depth shall be excavated as is necessary to give ample room for properly making and inspecting the pipe joints.
7. Bottom of trenches in earth shall be excavated reasonably flat and to a depth sufficient to allow the bottom of the water main pipe barrel to rest on relatively undisturbed earth. Blocking is not required under straight lengths of pipe, but the Contractor shall excavate bell holes, by hand, to receive the bell end of the pipe, and to insure that the pipe will be suitably bedded.
8. If rock is encountered, bottom of trenches shall be excavated to a smooth bottom free of major projections, providing a minimum of 12 inches clearance with bottom and sides of pipe, refilled with compacted Select Borrow.
9. Bracing and support of all trench excavation shall meet all requirements of local and State ordinances and OSHA regulations. Sheet piling and bracing, or the use of steel support box, shall be used where required to maintain a safe working condition and provide protection from collapse of the trench walls, undermining of existing pavement, damage to the pipe line appurtenances installed under this Contract, and existing Underground Facilities.
10. Excavation in close proximity to the edge of existing pavements and curbs shall be controlled to minimize damage or disturbance to the pavement and curbing system.

3.2 TRENCH EXCAVATION IN PAVED ROADWAYS

- A. In excavating trenches in roadways having an improved Type I asphaltic concrete pavement, the Contractor shall cut pavement twice; once prior to excavation, and again prior to permanent resurfacing, with the exception of West Central Street, where there is a concrete road sub-base, where only one cut is required. The first cut may be made using a water-cooled abrasive saw, pneumatic chisel, pavement grinding equipment, or a wheel cutter attached to a front-end loader, conditions permitting. The second and final cut for existing Type I asphaltic concrete shall be made with a water-cooled abrasive saw or pavement grinding equipment. In all cases, a trial section shall be cut to indicate the performance of the equipment to be utilized.

3.3 UNSUITABLE MATERIAL

- A. All pipes and structures are to be laid on stable foundation. If material at grade is determined to be unsuitable by the Engineer, the Contractor shall excavate a further depth and/or width, and refill with an approved material. Refill material shall be process gravel or crushed stone as determined by the Owner. Payment width limits shall be the same as specified for trench excavation, unless an additional width of trench is ordered by the Engineer.
 - 1. Any excavation in excess of the amount ordered by the Engineer shall be backfilled and compacted with an approved granular material, at the Contractors expense.

3.4 ROCK REMOVAL

- A. See Specification Section 02227.

3.5 DEWATERING

- A. Groundwater is not anticipated on this project, however if encountered, the Contractor shall provide an adequate method of groundwater control, such as pumps or a well point system, to maintain the groundwater level below the bottom of the trench or excavation during the construction period, in such manner as not to interfere with the progress of the Work or cause damage to adjacent Underground Facilities or property.
 - 1. Contractor shall take precaution to prevent the pumping of fines, soil erosion, and the damage of adjacent properties and facilities due to his dewatering application.
 - 2. Contractor shall prevent the flotation of any facilities by maintaining a continuous operation of the dewatering system.
 - 3. If material at the bottom of the trench becomes unstable due to an inadequate dewatering system installed by the Contractor, and additional depth of excavation and bedding material is required, this additional work will not be eligible for payment and shall be done at the expense of the Contractor.

3.6 BACKFILLING AND COMPACTING

- A. Backfill shall be placed in uniform 6-inch layers. Each layer of select borrow shall be graded relatively level and thoroughly compacted to a 95% dry density by tamping or vibrating with hand or mechanical compacting equipment around the pipe to 8-inches above the pipe. The remainder of the backfill shall be placed in 6-inch layers, graded relatively level and compacted with hydraulic rammers or other satisfactory compaction equipment.
 - 1. Care shall be taken to compact the backfill materials throughout the full width of the excavation and beneath all pipes and around all structures.
 - 2. The backfilling of trenches shall proceed as soon as the laying of the pipe(s) or installation of the structure(s) will allow. Compaction of initial backfill over the pipe shall be accomplished so as not to cause damage to the underlying pipe. Equipment used for compacting in this zone shall be by use of small vibratory plate compactor making at least three (3) passes.

3. The remainder of backfill to 18-inches below the surface in paved areas and to 6-inches below the surface in landscaped/shoulder areas) shall be ordinary borrow placed in 6"-inch layers, leveled and mechanically compacted with hydraulic rammers, tamping rollers, sheep foot rollers, pneumatic tire rollers, or vibratory rollers which are conducive to the material being compacted.
4. In wetland restoration areas, top 18 inches to be set aside and returned to top of trench.
5. Any pavement falling, caving, or entering the trench during backfilling operations shall be removed before backfilling operations are permitted to continue.
6. The top 18 inches of trench refill in paved areas shall be process gravel placed in 6-inch layers and compacted by hydraulic rammers, plate compactors, or rollers.
7. The top 6 inches of trench refill in landscaped/shoulder areas shall be loam installed in accordance with Section 02490, or process gravel, as ordered by the Owner.
8. When ordered by Owner, the Contractor shall place controlled density fill from 8 inches over the pipe to the roadway surface to be protected with steel plates until cured, and to be later excavated to the depth of the asphaltic concrete to be placed.
9. Safety at the construction site shall entirely be the responsibility of the Contractor. Prior to the end of each day, the Contractor shall backfill the trench or plate the open area and move all equipment off the road by 4:00 P.M..
10. In the event that the leaving of steel trench plates overnight causes a safety hazard in the opinion of the Owner, Police, or MassDOT, the Contractor shall be required to backfill the trench completely at the end of each workday and move all equipment off of paved surfaces.
11. All ordinary borrow and select borrow for trench backfilling shall be obtained from the excavated trench material at the site, or excess material from other construction sites within this Contract if possible. If this material is not available, the Contractor shall furnish same under the appropriate contract item.
12. All rock and boulders shall be kept separate from the excavated earth and properly disposed of by the Contractor. No excavated rock or boulders shall be used as backfill in the pipe trench.
13. All excavated pavements shall be kept separate from the excavated earth and properly disposed of by the Contractor. No excavated pavements shall be used as backfill in the pipe trenches.
14. If undermining of the roadway occurs during excavation, the overhanging section of the road will be removed in order for adequate compaction as specified herein can be accomplished. After backfill and compaction is achieved, the remaining edge of road at the trench will be cut back 12 inches to straight lines parallel to the trench before final trench paving is undertaken.

B. Compacting of Backfill

1. Alternate methods to those specified above for trench compaction within local roadways will only be considered by the Owner if the Contractor can demonstrate to the Owner and Department of Public Works that the method proposed will achieve the 95% dry density required.

C. Backfilling of service lateral trenches shall include compacted sand borrow to 8 inches over service pipe.

3.7 SURPLUS MATERIAL

- A. Upon completion of the backfilling of the trenches, if there is surplus material not satisfactory for refill or which cannot be utilized at other sites within this Contract at that time, All surplus material shall become the property of the Contractor for disposal at locations of his choice.

3.8 LOAMED AND GRASSED AREAS

- A. Loamed and grassed areas which are disturbed by the Contractor's operation shall be restored to a condition comparable or better than originally found. Replacement loam shall be installed in accordance with Section 02490.

3.9 CURB AND SIDEWALK AREAS

- A. Curbing and sidewalks which are disturbed by the Contractor's operation shall be restored to a condition comparable or better than originally found.
- B. All sidewalks to remain passable at all times, where possible. Contractor shall provide proper signage and alternative walking paths if a sidewalk is not passable.
- C. Contractor shall limit downtime for sidewalks.

3.10 TEST PIT EXCAVATION

- A. Test pits shall be excavated where ordered by the Engineer or Owner to locate existing Underground Facilities to allow proper alignment of piping.

3.11 BASIC PROTECTION OF TRAFFIC

- A. The Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners the opportunity to enter and leave the premises. Free access shall be provided at all times to existing water gates and fire hydrants in the vicinity of the Work.
 - 1. The Contractor must protect all open excavations, both during and beyond working hours, with lighted barricades, hoses, and/or reflecting barrels, cones, etc. The Contractor shall be entirely responsible for the safety of the public and work force in the immediate area of construction.
 - 2. All lighted barricades, hoses, barrels, cones, signs, and other traffic devices must be highly visible, properly placed, and maintained in that condition and location by the Contractor.
 - 3. Steel plates for trenches shall be a minimum of 1-inch thickness. . All edges and corners of steel plates shall be cold patched. If, in the opinion of the Owner, Police or MassDOT, steel plates may cause vehicle damage, Contractor shall secure plates to the existing roadway surface by pinning
 - 4. Pedestrian traffic shall be maintained throughout construction, through alternative walking paths where necessary..
- B. Emergency Equipment

1. The Contractor shall conduct his operations in a manner that insures access to all areas in the vicinity of the construction by emergency vehicles and equipment, and shall immediately assist any emergency vehicles to pass the construction site.

3.12 PROTECTION OF PROPERTY

- A. The Contractor shall exercise extreme caution while working close to existing Underground Facilities, curb and sidewalks, asphaltic concrete and concrete pavement, highway guards, utility poles, signs, mailboxes, shrubs, trees, walls, lawns, and other property adjacent to the construction.
 1. Contractor shall replace any and all property which was damaged or destroyed as a result of his operations or because of his failure to protect them in a manner which would prevent damage.
 2. Property which has been damaged and replaced shall be equal in quality and workmanship to the damaged property and shall be subject to the approval of the property Owner.
 3. Branches which interfere with construction may be removed, only upon approval of the Owner.
 - a. Limbs and branches shall be trimmed off neatly and cleanly, close to the trunk of the tree or to its main branch.
 4. Where pipeline installation is in close proximity to utility poles, it shall be the Contractor's responsibility to contact the utility company and assist in supporting the pole during construction. Any costs associated with pole support shall be paid by the Contractor.
 5. Where pipeline installation requires the removal and replacement of mailboxes, signs, shrubs, timber retaining walls, fences, posts, etc., the Contractor shall remove the item and carefully stockpile it adjacent to the construction site. Once pipeline is installed, the item shall be immediately reinstalled in a professional manner to provide a first class installation.

3.13 UNIFORMED POLICE OFFICERS

- A. See Section 01570.

3.14 CLEANUP

- A. Cleanup shall be divided into two phases, initial and final.
 1. Initial cleanup shall be daily and follow the construction, and shall never follow further than 50 linear feet from either side of the actual construction site. Initial cleanup shall include, but not be limited to, picking up of all surplus equipment and materials, picking of trash, and dressing up of all roadway trench surfaces prior to replacement of pavement.
 2. Final cleanup shall be completed at the time when all permanent resurfacing will be installed. Contractor shall remove all surplus construction materials and temporary structures, and restore all areas disturbed by his operations to a condition at least equal to condition prior to construction and to the satisfaction of the Engineer.

3.15 PLACEMENT OF CONTROLLED DENSITY FILL (CDF) (If Ordered)

- A. The following applies to all trenches where controlled density fill is ordered by the Owner:
 - 1. The Contractor shall place controlled density fill from 8 inches above the pipe to the roadway surface, plate the trench, and let cure for 24 hours. Pinning of the plates may be necessary in high traffic areas.
 - 2. No plates may be left-in-place over the weekend and the Contractor shall schedule the Work accordingly.

3.16 FILTER FABRIC (If Ordered)

- A. The Contractor shall furnish and install rolled sheets of filter fabric where shown on the Drawings or as directed by the Owner.
- B. The fabric shall be constructed on two (2) types of continuous filament fibers, one polypropylene and the other being a hetero-filament, comprised of a polypropylene core covered with a nylon sheet. The filaments shall be heat bonded and fabric shall be delivered in rolls covered with black plastic. The material will act as a filter, allowing the passage of water but preventing the migration of fine material into the bedding material.
- C. If filter fabric is ordered by Owner, payment shall be made by Change Order.

END OF SECTION

SECTION 02225

FACILITIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: In the performance of the Work of this Contract, the Contractor shall take all the preventative measures to insure the safety of all facilities encountered.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specific requirements and the methods needed for proper performance of the Work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the Work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 DEFINITIONS

- A. The words "facilities" and "utilities"; as used in these Specifications, are synonymous.
- B. Underground Facilities include, but are not limited to, all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other facilities or attachments, and any casements containing such facilities which have been installed underground to furnish any of the following services or materials:
 - 1. Drinking Water
 - 2. Wastewater
 - 3. Storm Water
 - 4. Electricity
 - 5. Gases
 - 6. Steam

7. Liquid Petroleum Products
8. Telephone
9. Communications
10. Cable Television
11. Traffic Control
12. Fire Prevention
13. Security
14. Irrigation

- C. Municipal Underground Facilities shall include all underground facilities owned or controlled by a Municipal Department or entity, such as a City, Town, or District water or sewer department, electric department, department of public works, or other similar department.
- D. Private Underground Facilities shall include all underground facilities not owned or controlled by a Municipal Department or entity, such as private water or sewer services, electric systems, gas or liquid petroleum systems, telephone and communication systems, cable television systems, irrigation systems, fire prevention and security systems, traffic control systems, and other similar private systems.

1.4 SUBMITTALS

- A. Refer to Section 01340.
- B. Contractor shall submit plans for excavation support and underpinning designed by a licensed Professional Engineer registered in the state of Massachusetts.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 UNDERGROUND FACILITIES

- A. It shall be the Contractor's responsibility to contact "Dig Safe," (1-800-344-7233) and any other utility company not covered under "Dig Safe", for accurate field locations prior to construction, so that the underground facility may be avoided during the operation of the excavating equipment.
1. The Contractor shall familiarize himself/herself with Massachusetts General Law, Chapter 82, Section 40.
- B. It shall be the Contractor's responsibility to contact all local utility departments, including but not limited to, those existing such as the water and sewer departments, the public works department, the highway department, the local electric department, etc.

3.2 PROTECTION OF UNDERGROUND FACILITIES

- A. All underground facilities, including but not limited to, water pipes and services, gas pipes, electric, telephone, and cable conduits and conductors, sewers and drains which are uncovered by the excavation and which do not, in the opinion of the Owner and Engineer, require to be changed in location, shall be carefully supported and protected from injury by the Contractor. The Contractor shall be responsible for notifying all underground facility companies of actual damage, suspected disturbance, or any other condition associated with said underground facility which could remotely result in a leak, break, or disturbance to service, or other occurrence which could precipitate a danger or inconvenience to the public in the future.
1. The Contractor shall make arrangements with the individual agencies and departments for accurate field locations of all Underground Facilities within the construction area, prior to excavation.
 2. If the Contractor causes damage to any of the Municipal Underground Facilities during his/her construction process, and the locations supplied by the various departments were reasonably accurate, it shall be the Contractor's responsibility to make the necessary repairs to the satisfaction of that particular department. The Contractor may make arrangements for the repair work to be done with the authorized representative of said Municipal Underground Facility, with all costs for repair work to be paid for or directly invoiced to the Contractor.
 3. For this Contract, the terminology "reasonably accurate" shall mean within a distance of 4 feet, in any direction, from the location mark supplied by the particular Underground Facility Company or department.
 4. If damage is done to these specific Municipal Underground Facilities by the Contractor, and the actual location in the ground was beyond the "reasonably accurate" limits as marked and provided, in the opinion of the Owner and Engineer, and that the Contractor took the necessary precautions knowing that an Underground Facility existed within the area, the repair work will either be completed by the appropriate department, or by the Contractor, in which case the additional work will be paid for under a Change Order.
 5. If damage is done to Private Underground Facilities, the Contractor shall immediately notify the utility company or owner and provide all assistance as required.

3.3 PROTECTION OF UTILITY POLES

- A. The Contractor shall be responsible for making all arrangements with the appropriate utility company for protection and temporary support of utility poles as needed during construction. The Contractor shall be responsible for any costs associated thereto.

3.4 PROTECTION OF PRIVATE PROPERTY

- A. The Contractor shall use extreme care while working close to existing shrubs, trees, markers, walls, and other property adjacent to the construction location. If the potential for damage exists, the Contractor may request of the Engineer permission to remove the object and replace same to a condition equal to or better than original.

- B. Mailboxes, signs, and fences adjacent to or on location of construction shall be carefully removed and temporarily set, to be replaced in original position upon completion of trenching and backfill.

3.5 RELOCATION OF MUNICIPAL UNDERGROUND FACILITIES

- A. Whenever it becomes necessary, in the opinion of the Engineer and Owner, that a Municipal Underground Facility cannot be avoided in the intended construction, the Owner may order the Contractor to relocate or alter the facility under a Written Amendment or Change Order to the Contract.
- B. In removing existing pipes which, in the opinion of the Owner, are in condition to justify relaying, the Contractor will be held responsible and shall pay for any unnecessary breakage, except that necessary in cutting-in at the points of disconnection.

3.6 RELOCATION OF PRIVATE UNDERGROUND FACILITIES

- A. Whenever it becomes necessary in the opinion of the Owner and Engineer, that a Private Underground Facility cannot be avoided in the intended construction, the Owner will deal directly with the utility company in making arrangements for the necessary adjustments or relocation, and pay costs incurred in the Work or charged by the private utility company. The Contractor shall be required to adjust his operations to avoid this location while the negotiations are ongoing, and until the Work is completed.
 - 1. There shall be no additional compensation to the Contractor for the delay or operations adjustment unless such is substantial in nature and time. Thus in this case the occurrence shall not be considered a differing site condition as defined under MGL Chapter 30, Section 39N.
- B. The Contractor shall provide assistance as required to any utility company or department which has to relocate an underground facility due to conflict with the Work of this Contract.
 - 1. Depending upon the extent of assistance and time involved, the Contractor may request compensation through the Change Order process, which will be evaluated based upon the conditions and the documentation provided.

3.7 OBSTRUCTION OF FLOWS

- A. The Contractor shall provide suitable temporary channels for the flow of all water courses and shall hold the Owner harmless against all claims for damage growing out of obstruction of the flow in sewers, drains, or gutters, or because of injury to gas, water, or other pipes, conduits, or fixtures relating to the same, and he/she shall give sufficient notice to the proprietors of such pipes or fixtures in time to permit them to cooperate in protecting their property.

END OF SECTION

SECTION 02227

ROCK REMOVAL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Remove all rock encountered while excavating for structures, roadways, or facility trenches as required by the Contract Documents.
 - 1. Rock removal is not anticipated on this project. However, if rock is encountered per definition in this section, Contractor will be reimbursed through the payment item for removal, hauling and disposal costs.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 02221 Trenching, Backfilling and Compacting

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- C. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 DEFINITIONS

- A. Rock Excavation: Rock which requires explosives, wedging or an impact hammer for its removal. Concrete which meets the above definition shall be classified as rock.
- B. Boulders, slabs or other single pieces of material encountered which is less than one (1) cubic yard shall not be considered rock.

1.4 SUBMITTALS

- A. Refer to Section 01340.
- B. If rock is encountered, Contractor shall submit plans for proposed pre-blast survey.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 NOTIFICATION

- A. When rock is encountered, the material shall be uncovered and the Engineer notified. The Contractor shall provide the Engineer with cross sections of the rock surface. The Engineer shall be present when the cross sections of the rock are made. No payment will be made for any rock removed prior to cross-sectioning as described above.

3.2 LIMITS OF EXCAVATION IN ROCK

- A. Excavation in rock shall be performed so that no projection shall come within vertical planes 12 inches outside of the structure being built or 12 inches below the bottom of the structure base slab and footings.
- B. In trenches, the rock shall be removed to the limits shown on the typical trench section. Where excavation is carried beyond the above-determined limits, the additional space shall be refilled at the Contractor's expense with concrete or other specified materials.

3.3 BLASTING

- A. Pre-Blast Survey: Prior to any blasting, the Contractor shall submit a pre-blast survey. The survey shall satisfy the insurance requirements of the Contractor and be acceptable to the Contractor's insurance carrier, as well as provide data to assess damages to personal property and real estate due to blasting operations. The survey shall be complete as warranted by the nature of the Work.
- B. Take all precautions necessary to warn or protect any individuals exposed to his operations. Such precautions shall include but not be restricted to the following:
 - 1. Present written certificate of insurance showing evidence that his insurance includes coverage for blasting operations before doing any blasting work.
 - 2. Make necessary arrangements as may be required by the applicable Federal, State, County or Municipal codes, rules, regulations and laws, and shall be responsible for compliance.
 - a. The Contractor shall be required to obtain a permit from the local authorities to perform blasting operations. The Engineer shall be notified in writing that such permit has been obtained.
 - 3. Schedules for blasting shall be thoroughly coordinated with the proper authorities, Federal, State, and Local. No blasting will be done unless the Contractor has notified all concerned parties that he may blast. The Contractor shall also notify any commercial installation in the immediate area whose operations or instrumentation may be affected by blasting, at least 24 hours prior to blasting operations.

4. Seismographic recordings shall be made of all blasting operations on the project by a qualified testing agency hired and coordinated by the Contractor. A copy of these recordings shall be made available to the Owner.
5. Blasting shall be done by experienced powdermen or persons who are licensed or otherwise authorized to use explosives.
6. The Contractor shall be fully responsible for damages caused by his blasting operation.

3.4 DISPOSAL AND REPLACING OF ROCK

- A. Excavated rock shall not be used as trench refill unless processed with other materials to meet specific gradation requirements of fill materials specified in Section 02221 – Trenching, Backfilling and Compacting.
- B. Remove and dispose of all pieces of rock which are not suitable for use in other parts of the Work. Rock disposed of by transportation to spoil areas is to be replaced by surplus excavation obtained elsewhere on the site, insofar as it is available.
- C. Contractor shall be responsible for obtaining spoil locations and the removal of all excess rock from the site.
- D. If rock below limits of excavation is shattered by blasting, caused by holes drilled too deep, or too heavy charges of explosives, or any other circumstance due to blasting, and if such shattered rock does not provide suitable foundation, the rock shall be removed and the excavation refilled with process gravel at the expense of the Contractor.

END OF SECTION

SECTION 02275

ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide environmental controls as required by the Contract Documents.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. All related Specification Sections shall be used in conjunction with this Section

1.2 DEFINITIONS

- A. Resource Areas: Those areas, conditions or features which, when disturbed by construction activities, create an adverse environmental impact. Such areas include, but are not necessarily limited to densely wooded areas, wetland areas, streams, brooks, rivers, and other water crossings and steep slopes.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. The items under this Section that require submittals are listed, but not limited to the following:
 - 1. Filter Sock.
 - 2. Catch Basin Curb Sack.
- C. Manufacturer's specifications, cut sheets and installation instructions shall be clearly marked with specific product, size, material and other defining characteristics denoted to provide compliance with specified requirements.
- D. The Contractor shall assemble and send six (6) copies of the items listed above to the Engineer in a timely fashion, but in no event later than the date that will ensure receipt by the Engineer within thirty-five days of the Contractor's receipt of the Notice to Proceed.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 FILTER SOCK

- A. Filter sock shall be a continuous tubular, 100% cotton fiber knitted mesh netting material filled with compost. For the purposes of specifying the type and quality of product, the Filter Sock described under this Section is based on Filtrex BioSocks, as manufactured by Filtrex International, LLC, Grafton, Ohio. Products of equal material quality and performance that meet the requirements of this specification may be considered.
 - 1. Minimum diameter Filter Sock shall be 12"

2.2 FILTER SOCK COMPOST MATERIALS

- A. Compost used for the Filter Sock shall be weed free and derived from a well-decomposed source of organic matter. The compost shall be produced using an aerobic composting process meeting CFR 503 regulations, including time and temperature data indicating effective weed seed, pathogen and insect larvae kill. The compost shall be free of any refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted. Test methods for the items below should follow USCC TMECC guidelines for laboratory procedures:
 - 1. pH – 5.0-8.0 in accordance with TMECC 04.11-A, "Electrometric pH Determinations for Compost".
 - 2. Particle size – 99% passing a 2" sieve and a minimum of 60% greater than the 3/8" sieve, in accordance with TMECC 02.02-B, "Sample Sieving for Aggregate Size Classification".
 - 3. Moisture content of less than 60% in accordance with standardized test methods for moisture determination.
 - 4. Material shall be relatively free (< 1% by dry weight) of inert or foreign man made materials.
 - 5. A sample shall be submitted to the engineer for approval prior to being used and must comply with all local, state and federal regulations.

2.3 FILTER SOCK POSTS

- A. Posts shall be of wood or steel and a minimum of 3 feet long. Wood posts shall be nominal 2" x 2". Steel posts shall be round or U, T, or C-shaped with a minimum weight of 1.3 lbs/FT, and have projections for fastening. Installed at a downward 45o angle behind the tubing on the wetland side, do not puncture through the tubing.

2.4 CATCH BASIN CURB SACK

- A. Sewn geotextile fabric enclosing a porous structure in the form of a cylindrical tube place in front and extending beyond the inlet the inlet opening on both sides and shall a geotextile fabric sack attached, designed to fit the opening of the catch basin or drop inlet and to hang underneath the grate and into the catch basin.

- B. Shall have lifting straps to allow manual inspection.
- C. Shall utilize an orange monofilament fabric.
- D. Provide Dandy Curb Sack, as manufactured by Dandy Products Inc., Westerville, OH, or approved equal.

2.5 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete installation, as selected by the Contractor, subject to the approval of the Engineer.

PART 3 - EXECUTION

3.1 SEDIMENTATION AND EROSION CONTROL

- A. Plan and execute all operations, particularly those associated with excavation and backfilling, in such a manner as to minimize the amount of excavated and exposed fill or other foreign material that is washed or otherwise carried beyond the Limits of Work.
- B. Provide filter sock, and other materials as necessary for sedimentation and erosion control to limit wash out into streams, brooks and wetlands.
- C. In the event of sedimentation or siltation prevention measures used by the Contractor prove to be inadequate, the Contractor shall adjust his operations to the extent necessary to prevent any such sedimentation or siltation from occurring.
- D. Sediment laden water that is being pumped from the trenches or excavations shall not be pumped directly into water courses. Sedimentation basins of filter fabric, crushed stone, wire fencing and silt socks or dewatering bags, other means shall be used for this purpose.

3.2 FILTER SOCK

- A. Filter Sock will be placed at locations indicated on the plans, as directed by the Engineer or Owner. Shall be installed parallel to the base of the slope of other affected areas and perpendicular to sheet flow. In extreme conditions (i.e. 2:1 slopes) or when sheet flows to the area from a parcel above the work zone, a second sock shall be constructed at the top of the slope in order to dissipate flows.
- B. Filter Socks (12" - 18" in diameter) may be used in direct flow situations, within runoff channels not to exceed 3 feet in depth. Filter Socks (18" -24" in diameter) should be used for anything larger.

- C. The Contractor shall maintain the Sock in a functional condition at all times and it shall be routinely inspected.
- D. Where the Filter Sock requires repair, it will be routinely repaired.
- E. The Contractor shall remove sediment collected at the base of the Filter Sock when it reaches .5 of the exposed height of the Sock, or as directed by the Engineer. Alternatively, rather than create a soil disturbing activity, the Engineer may call for additional Socks to be added at areas of high sedimentation, placed immediately on top of the existing sediment laden Filter Sock.
- F. The Filter Sock will be left in place, as determined by the Engineer.
- G. Contractor is responsible for establishing a working erosion control system and may with approval of the Engineer, work outside the minimum construction requirements as needed.
- H. Where the Filter Sock deteriorates or fails, it will be repaired or replaced with a more effective alternative.
- I. Contractor is required to be a certified Filter Sock Installer. Certification shall be considered current if appropriate identification is shown during time of bid or at time of application.

3.3 CATCH BASIN SILT BASKETS

- A. Catch basin silt baskets to be installed in all catch basins with the project limits to prevent potential silt running down pavement and into catch basin and drains.
- B. Contractor shall periodically clean out silt baskets to remove silt and debris.
- C. Contractor shall clean out all silt baskets before any rain storm.

3.4 PROTECTION OF AIR RESOURCES

- A. During the progress of work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of water as necessary, so as to minimize the creation and dispersion of dust. If the Owner decides that it is necessary to use calcium chloride for more effective dust control then the Contractor shall furnish and apply the material as directed.
- B. Calcium chloride shall be commercial grade, furnished in 100-pound, 5-ply bags, stored under weatherproof cover and stacked alternately for ventilation. Application for dust control shall be at the rate of about 1/2 pound per square yard per application.
- C. Burning of rubbish and waste material on the site shall not be permitted.

3.5 COMPLIANCE

- A. The construction project shall be in compliance with all Federal, State and Local laws with respect to hazardous materials.
- B. All clean up and disposal operations shall comply with all applicable Federal, State, and Local statutes, regulations and ordinances and anti-pollution laws.
- C. Comply with all requirements of all applicable Federal, State, and Local regulations and all permits issued for the Contract.

END OF SECTION

SECTION 02320

PIPELINE CLEANING AND TELEVISION INSPECTION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included:
 - 1. The Contractor shall provide all equipment, labor and materials required for the initial pipe cleaning and pre and post television inspection for cement mortar relining segment, including but not limited to, hydraulic and/or mechanical cleaning equipment and disposal equipment, hand tool cleaning, closed circuit televising and recording equipment, and the experienced personnel to operate same.
- B. Related work:
 - 1. Section 02765 Lining Cast Iron Pipe

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

1.4 COORDINATION

- A. Coordinate the work of this Section with suppliers, trades and any public agencies which may affect or be affected by the work of this Section to insure the uninterrupted completion of this work.

1.5 SCHEDULING

- A. Work shall be scheduled to allow cleaning and television inspection work to be done prior to scheduling of lining application work. The intent of the cleaning and initial television investigation is to insure that piping system is in such condition that liner may be applied without obstruction.
 - 1. The project shall be segregated into sections to allow work to be completed without complete shutdown of the entire pipeline.
 - 2. If a particular segment of water main is found to have an existing cement lining, the Owner shall have the option to only clean that segment of water main. In this case, the Owner will decide if the water main is to be inspected by closed circuit television prior to the cleaning.
 - 3. Upon completion of cleaning and/or lining operation, the sections lined shall be once again inspected by closed circuit television, with a copy of tape to Owner.

PART 2 - PRODUCTS

2.1 CLEANING EQUIPMENT

- A. Allowable cleaning method is mechanical type. Cleaning equipment shall be cable pulled metal scrapers and drag cleaners.
- B. Short sections of piping that cannot be cleaned with conventional processes shall be cleaned by hand with scrapers or brushes made specifically for hand use.

2.2 TELEVISION EQUIPMENT

- A. Closed Circuit Television
 - 1. Television camera used for inspection shall be one specifically designed and constructed for such utilization. Lighting for camera shall be suitable to allow a clear color picture for entire periphery of the pipe. Camera shall be operative in 100% humidity conditions. Camera, television monitor and other components of video system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to satisfaction of Engineer and if unsatisfactory, equipment shall be removed and replaced, with no payment made for unsatisfactory inspection.

PART 3 - EXECUTION

3.1 DEWATERING

- A. Contractor shall be responsible for complete dewatering of the existing water main prior to conducting any work.
- B. All water shall be discharged in a way and to an area which will not create traffic hazards, be a nuisance to, obstruct or create damage to any businesses, roadways or areas surrounding the work.

3.2 DISINFECTION OF EQUIPMENT

- A. **Contractor shall disinfect all testing, television and any other equipment using a chlorine solution prior to insertion inside the existing and cement lined water mains.**

3.3 CLEANING

- A. Designated water main piping sections shall be cleaned using hydraulically propelled, mechanically powered or high velocity cleaning equipment, as specified. The equipment and method selected shall be satisfactory to the Engineer. Equipment for cleaning shall be capable of removing dirt, grease, rocks, sand, and other deleterious materials and obstructions from the water mains, without causing damage to structures. If cleaning of an entire section cannot be successfully performed from one insertion point, equipment shall be re-set at the other insertion point and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.
 - 1. Contractor shall remove a section of existing piping and attach and extend discharge piping to surface. This piping shall be adequately anchored and contain a valve for flow control .
 - 2. All cleaning water, sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from cleaning operation shall be removed and contained at discharge point of section being cleaned. Under no circumstances will the discharge of cleaning debris be freely discharged to any ground surfaces. The discharge must be contained and the solids separated from the liquid within the containment.
 - 3. All cleaning water and debris resulting from cleaning process shall be loaded on trucks provided by Contractor each day, and properly disposed of with the residue washed from the surface.
 - 4. It shall be the responsibility of the Contractor to clear line of obstructions that will prevent the installation of cement mortar liner. If inspection reveals an obstruction that cannot be removed by conventional cleaning equipment, then Contractor may be required if directed by the Engineer to make a point repair excavation to uncover and remove or repair the obstruction.

5. During all cleaning operations, satisfactory precautions shall be taken to protect the water main from damage that might be inflicted by improper use of cleaning equipment. No fire hydrant shall be obstructed in case of a fire in an area served by the hydrant, nor shall a hydrant be used for the purpose described unless a vacuum break is provided.
6. Performance of the cleaning process shall be such as to remove all debris, grease, dirt, mineral deposits, roots and other extraneous material from pipelines, to allow a thorough inspection to be performed by closed circuit television, and provide a clean, smooth surface for pipe lining. Any section which is deemed unacceptable shall be re-cleaned at no additional cost to Owner.
7. Upon completion of the cleaning process, a squeegee type device shall be pulled through the entire pipeline to be lined to eliminate any water remaining within the pipeline.

3.4 TELEVISION INSPECTION

- A. Camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the water main's condition, but in no case will television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable and powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of water main conditions shall be used to move camera through the line. If, during the inspection operation, the television camera will not pass through the entire section, Contractor shall re-set up his equipment in a manner so inspection can be performed from opposite access point. If, again, the camera fails to pass through the entire section, the Engineer may order additional cleaning.
 1. Whenever non-remote powered and controlled winches are used to pull television camera through line, telephones or other suitable means of communication shall be set up between the two access points of section being inspected to insure good communications between members of the crews.
 2. Accuracy of measurements cannot be stressed too strongly. Measurement for location of service corporation or other fittings shall be above ground by means of meter device. Marking on cable or the like will not be acceptable. Measurement meters will be accurate to two tenths (0.2) of a foot over length of section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or other suitable device.
 3. Television investigation shall locate all damaged piping and other pertinent information that will be utilized to verify success of lining operation upon completion and final television inspection.
 4. Two (2) Color digital video disks (DVD) shall be submitted to Owner for both pre and post television inspections with accompanying logs for each inspection.
 5. If necessary, Contractor shall control flow of water with by-pass pumping or other means, to insure full visual observation of the pipeline being inspected.

3.5 HYDROSTATIC TESTING

- A. For the segments of water main that are only cleaned, the procedures for hydrostatic testing as described in Section 02610 shall be followed.

3.6 DISINFECTION

- A. For the segments of water main that are only cleaned, the procedures for disinfection and microbiological testing as described in Section 02610 shall be followed.

END OF SECTION

SECTION 02490

LOAM AND SEED

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Place loam, finish grade, apply lime, fertilizer and seed to all the disturbed lawn areas under the Work of this Contract as specified herein.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for performance of the Work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the Work of this Section.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. If the results of the hydraulic seeding operation are unsatisfactory, the method shall be abandoned and seeding will be required by sowing method.
- E. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within thirty (30) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Complete materials list of items proposed to be provided under this Section.
 - 2. Schedule for seeding and fertilizing.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.
- B. Immediately remove from the site, materials which are not true to name and do not comply with the specified requirements, and promptly replace materials meeting the specified requirements.

PART 2 - PRODUCTS

2.1 FERTILIZER

- A. Provide commercial blended 10-20-10 fertilizer delivered to the site in bags labeled with the manufacturer's guaranteed analysis.
 - 1. At least 40% of the nitrogen in the fertilizer used shall be in slowly available (organic) form.

2.2 LIME

- A. Lime shall be ground limestone containing not less than 85% calcium and magnesium carbonates.
 - 1. Shall be ground to such fineness that at least 50% will pass through a No. 100 sieve and at least 90% shall pass through a No. 20 sieve.

2.3 GRASS SEED

- A. General: Provide grass seed which is:
 - 1. Free from noxious weed seeds, and re-cleaned;
 - 2. Grade A recent crop seed;
 - 3. Treated with appropriate fungicide at time of mixing;
 - 4. Delivered to the site in sealed containers with dealer's guaranteed analysis.
- B. Proportions by weight (Level Areas)
 - 1. Creeping Red Fescue - 60 percent
 - 2. Red Top - 20 percent
 - 3. Kentucky Blue - 20 percent
- C. Proportions by weight (Slopes)
 - 1. Creeping Red Fescue - 40 percent
 - 2. Perennial Ryegrass - 30 percent
 - 3. Red Clover - 10 percent
 - 4. Winter Rye - 15 percent
- D. Within wetland areas (inside BVW where approved by Owner)
 - 1. New England Erosion Control/Restoration Mix for Detention Basins and Moist as furnished by New England Wetland Plants, Inc., Amherst, MA.

2.4 LOAM

- A. Loam shall be a mixture of sand, silt, and clay particles as to exhibit sandy and clay-like properties, in and about equal proportions.
 - 1. Shall be free to stumps, roots, heavy or stiff clay, stones larger than 1-inch in diameter, lumps, coarse sand, noxious weeds, sticks, brush, or litter.
 - 2. Shall be obtained from previously excavated materials, stockpiled for this use, or material furnished by Contractor.

2.5 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete installation, as selected by the Contractor, subject to the approval of the Engineer.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct all conditions detrimental to timely completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 SPREADING LOAM

- A. Loam shall be placed and prepared by spading or harrowing and raking with iron rakes to a compacted depth of 6 inches.
 - 1. All large lumps, stones, sticks, and roots shall be removed and disposed of by the Contractor.

3.3 SEEDING

- A. Preparation
 - 1. Grade seedbeds, thoroughly removing ridges and depressions, and make smooth, continuous, firm planes that ensure proper drainage.
 - 2. Remove soil lumps, rocks, sticks, and other deleterious material.
- B. Lime
 - 1. Apply the approved lime at the rate of 1,000 lbs. of ground limestone per 1,000 sq. ft. of lawn area. Work into the top 3-4 inches.
- C. Fertilizing
 - 1. Apply the specified fertilizer at the rate of 18 lbs. per 1,000 sq. ft., or as required by manufacturer, raking lightly into the soil.
- D. Sowing
 - 1. Sow with a seeder designed for the purpose.
 - 2. Sow at the rate of 5 lbs. per 1,000 sq. ft., or as recommended by manufacturer.

3. Promptly after seeding, wet the seedbed thoroughly, and keep all areas moist throughout the germination period.

E. As soon as seed is sown, it shall be covered with a thin layer of loam and rolled.

F. Protect seeded areas by erecting temporary fences, barriers, signs, and similar protection as necessary to prevent trampling.

3.4 MAINTENANCE

A. The Contractor shall :

1. Keep all seeded and sodded areas watered.
2. Re-seed all areas which do not take.
3. Replace any sections which die during guarantee period.
4. Repair any washouts and re-fertilize and reseed .

3.5 GUARANTEE PERIOD

A. All seeded areas shall be guaranteed by the Contractor for not less than one (1) full year from the date of substantial completion.

END OF SECTION

SECTION 02513

ASPHALTIC CONCRETE PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide asphaltic concrete paving, berms, trench infra-red treatment, pavement markings, calcium chloride, grade adjustment of valve boxes and castings and preparation of the trench as required by the Contract Documents.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 02221 Trenching, Backfilling and Compacting
 - 3. Section 02579 Casting Adjustment

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Comply with pertinent provisions of the following except as may be modified herein.
 - 1. Massachusetts Highway Department, Standard Specifications, for Highways and Bridges of the Commonwealth of Massachusetts latest edition, including all addenda.
- C. The Contractor shall conduct all work in a professional manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within fifteen (15) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Gravel Sub-base – Processed Gravel
 - 1. Shall be as specified in Section 02221.
- B. Asphaltic Concrete paving for temporary and permanent trenches and pits shall be Type I asphaltic concrete conforming to Sections 420, 460, and M3 of the Massachusetts Standard Specifications.
- C. Asphalt - Tack coat shall consist of either emulsified asphalt, grade RS-1 conforming to Section M3.03.1, or cutback asphalt, grade RC-70 or RC-250 conforming to Section M3.02.0 of the Massachusetts Standard Specifications.
- D. Pavement marking paint shall be fast drying type (P-226) conforming to Section M7.01.10 or M7.01.11, (Fast Drying White or Yellow Traffic Paint) of the above-mentioned Specifications.
- E. Joint and crack sealer – This material shall meet MassDOT Standard M3.05.4 Hot Applied Bituminous Concrete Crack Sealer conforming to requirements in Federal Specification SS-S-1401

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FINAL PREPARATION OF SUBGRADES

- A. Place gravel subgrade to depths indicated on the Drawings and compact by the methods specified in Section 02221.
 - 1. Remove all loose materials from the compacted base prior to placing the asphaltic concrete pavement.

3.3 GENERAL

- A. All asphaltic concrete thickness referred to herein are compacted thickness.
- B. No asphaltic concrete shall be placed when the air temperature is below 40°F, or when the material on which the mixtures are to be placed contain frost.

- C. No permanent resurfacing shall be placed in roadways after November 15 or before April 1, unless permission to do so is granted in writing by the Owner. Roadway construction work which will require paving after the closing of the "hot-mix" plants shall be paved with "cold mix".
- D. Minimum temperature of asphaltic concrete after spreading and prior to compaction shall be 225°F, and any mixture below this temperature shall be removed from site and will not be eligible for payment.
- E. In conformance with Section 460.61 of the Massachusetts Highway Department Standard Specifications, the temperature of the mixture, within a tolerance of $\pm 15^{\circ}\text{F}$, when delivered to the project site, will be given by the temperature of the base upon which the mix is placed as follows:

Base Temp (°F)	1-1/2"	2"	3" or Greater
35-40	305	295	280
40-50	300	285	275
50-60	295	280	270
60-70	285	275	265
70-80	280	270	265
80-90	270	265	260
90+	265	260	255

- F. The Contractor shall notify all utility companies four (4) weeks in advance of resurfacing, as to the number and location of covers and boxes which require adjustment prior to placement of top course asphaltic concrete.
- G. The Contractor shall submit to the Engineer, one (1) copy of each certified weight slip received for all asphaltic concrete delivered and utilized on the project.
- H. The Owner expressly reserves the right to eliminate any or all items of this Section from the Contract and to accomplish such work by other means at its discretion, and the Contractor shall do only such work as may be ordered by the Owner.
- I. Maintain asphaltic concrete under this Contract during the guarantee period of one (1) year. Promptly refill and repave all areas which have settled or are otherwise unsatisfactory for traffic.

3.4 TEMPORARY PAVEMENT

- A. Contractor to provide a 3-inch compacted depth temporary pavement in trenches, after completing trench backfill and compaction including process gravel sub-base at the end of each week.
- B. Contractor to provide a 3-inch compacted depth temporary pavement in pits, after completing trench backfill and compaction including process gravel sub-base that have been backfilled.

3.5 PLACEMENT OF PERMANENT ASPHALTIC CONCRETE PAVING: Rt 9 Trenches

- A. Permanent Trench Resurfacing: After a minimum of 90 days after temporary pavement installation or one winter season, Contractor to remove temporary pavement and install permanent trench pavement.
1. Edges of the trenches shall be cut back in a neat true line, 12 inches outside all limits of the excavation with a water cooled abrasive saw.
 2. Process gravel shall be removed to the appropriate depth and compacted.
 3. Edges of the existing pavement shall be brushed clean and the specified tack coat applied.
 4. Pavement shall be placed as follows
 - a. Install Binder Course asphaltic concrete paving to a compacted thickness of 4 inches,
 - b. Install Top Course asphaltic concrete paving to a compacted thickness of 3 inches (two lifts of 1-1/2").
 5. The equipment used for spreading and finishing shall be a mechanical self-powered paver capable for spreading and finishing the mixture true to line, grade, width and crown by means of fully automated controls for both longitudinal and transverse slope.
 - 6.
 7. Compaction shall be accomplished with a self-propelled roller with a weight of approximately 285 lbs. per inch of roller width.
 8. Tack coat shall be applied in conformance with Section 460.62 of the Massachusetts Highway Department Standard Specifications to all existing pavement edges prior to each course of trench pavement installation.
 9. Existing castings to be adjusted to final grade.
 10. Trench binder course resurfacing shall be maintained by the Contractor until permanent top course resurfacing is placed.
 11. Where trench base course paving is at the edge of the traveled way, gravel backup material shall be installed to prevent damage to the new edges.
- B. Joint and Crack Seal
1. The butt edges of all permanent resurfacing shall be sealed with a 6-inch wide continuous strip of joint and crack sealer as specified and completely covered with sand.

3.6 PLACEMENT OF PERMANENT ASPHALTIC CONCRETE PAVING: Rt 9 & Rt 27 Pits

- A. Permanent Pit Resurfacing: Contractor shall remove temporary and/or existing pavement in the pits and install permanent trench base course pavement.
1. Edges of trenches shall be cut back in a neat true line, 12 inches outside all limits of the excavation with a water cooled abrasive saw.

2. Edges of the existing pavement shall be brushed clean and the specified tack coat applied.
3. Pavement shall be placed as follows
 - a. Install Base Course asphaltic concrete paving to a compacted thickness of 4 inches.
 - b. Install Top Course asphaltic concrete paving to a compacted thickness of 3 inches, in two courses.
4. The equipment used for spreading and finishing shall be a mechanical self-powered paver capable for spreading and finishing the mixture true to line, grade, width and crown by means of fully automated controls for both longitudinal and transverse slope.
5. Compaction shall be accomplished with a self-propelled roller with a weight of approximately 285 lbs. per inch of roller width.
6. Tack coat shall be applied in conformance with Section 460.62 of the Massachusetts Highway Department Standard Specifications to all existing pavement edges prior to trench pavement installation.
7. Existing castings to be adjusted to final grade.
8. Trench base and binder course resurfacing shall be maintained by the Contractor until permanent top course resurfacing is placed.
9. Where trench base course paving is at the edge of the traveled way, gravel backup material shall be installed to prevent damage to the new edges.

B. Sand Seal

1. The butt edges and keyway joints of all permanent resurfacing shall be sealed with a six (6) inch wide continuous strip of RS-1 completely covered with sand.

3.7 PLACEMENT OF FULL WIDTH ROADWAY OVERLAY PAVEMENT: Rt 135

- A. Permanent Full Road width Overlay Resurfacing: After one winter season with the permanent trench pavement, Contractor shall cold plane the full road width where identified to a depth of 1 -1/2" and install permanent trench top pavement.
1. This work shall be completed before the Boston Marathon in April.
 2. The roadway surface shall be cold planed to a depth of 1 ½-inches. The edge to edge width of the paved surface to be cold planed and extend 2-feet beyond Sta 0+00 and beyond the last water service trench, unless specified otherwise on the Drawings or in the Specifications.
 3. Edges around roadway structures shall be cold planed using a smaller machine designed for this use.
 4. If during the cold plane operation, bare spots (road base gravel) are revealed, the Contractor shall cut out these areas to a depth of 6-inches, then 3-inches of compacted base and 3-inches of compacted binder shall be installed to make-up for the deficits.
 5. The finished cold planed, trimmed and repaired surfaces shall be swept clean of all debris immediately after cold plane work and again just prior to resurfacing. Leaves must be continuously cleaned off the surface prior to installing the finished course.
 6. In all cold planning sections, all casting or roadway structures shall be raised and adjusted to the new finished roadway surface, where necessary.

7. Apply a full width tack coat with a trailer mounted spray applicator on all existing pavement prior to overlay paving and top course paving in pulverized section. No drizzling from tack containers will be allowed.
8. Tack coat shall be applied in conformance with Section 460.62 of the Massachusetts Highway Department Standard Specifications to all existing pavement edges and cold plane surfaces prior to pavement installation. At a minimum, tack coat shall be applied full width of surface receiving pavement at the rate of 0.25 gallons per square yard. The contact surfaces of curbing, castings and other structures shall be painted with a tack coat.
9. Pavement shall be placed as follows
 - a. Install Top Course asphaltic concrete paving to a compacted thickness of 1 ½ inches,
10. The equipment used for spreading and finishing shall be a mechanical self-powered paver capable for spreading and finishing the mixture true to line, grade, width and crown by means of fully automated controls for both longitudinal and transverse slope.
11. Compaction shall be accomplished with a self-propelled roller with a weight of approximately 285 lbs. per inch of roller width.

B. Joint and Crack Seal

1. The butt edges of all permanent resurfacing shall be sealed with a 6-inch wide continuous strip of joint and crack sealer as specified and completely covered with sand.

3.8 PLACEMENT OF PERMANENT ASPHALTIC CONCRETE PAVING: Bacon Street & Rt 135 (Wellesley) Pits

A. Permanent Pits Resurfacing: After one winter season, Contractor shall remove temporary pavement and install permanent trench pavement.

1. Edges of the North Main Street trenches and pits shall be cut back in a neat true line, 12 inches outside all limits of the excavation with a water cooled abrasive saw.
2. Process gravel sub-base shall be removed to the proper depth and compacted.
3. Edges of the existing pavement shall be brushed clean and the specified tack coat applied.
4. Pavement shall be placed as follows
 - a. Install Binder Course asphaltic concrete paving to a compacted thickness of 3 inches,
 - b. Install Top Course asphaltic concrete paving to a compacted thickness of 1 ½ inches.
5. The equipment used for spreading and finishing shall be a mechanical self-powered paver capable for spreading and finishing the mixture true to line, grade, width and crown by means of fully automated controls for both longitudinal and transverse slope.
6. Compaction shall be accomplished with a self-propelled roller with a weight of approximately 285 lbs. per inch of roller width.

7. Tack coat shall be applied in conformance with Section 460.62 of the Massachusetts Highway Department Standard Specifications to all existing pavement edges prior to trench pavement installation. At a minimum, tack coat shall be applied full width of surface receiving pavement at the rate of 0.25 gallons per square yard. The contact surfaces of curbs, castings and other structures shall be painted with a tack coat.
8. Existing castings to be adjusted to final grade.
9. Trench base and binder course resurfacing shall be maintained by the Contractor until permanent top course resurfacing is placed.
10. Where trench base course paving is at the edge of the traveled way, gravel backup material shall be installed to prevent damage to the new edges.

3.9 UNACCEPTABLE CASTING ADJUSTMENTS

- A. Any structures or castings which are not flush with the new finished roadway top course pavement surface shall be cutout re-leveled, resurfaced and infrared heat treated to make an invisible patch.

3.10 CASTING ADJUSTMENTS

- A. See Section 02579 Casting Adjustment

3.11 BERMS

- A. Existing bituminous berms or curbs specified below:
 1. Berms shall be Class I asphaltic concrete Type I-1 in accordance with the details of design as shown and specified in the Contract Documents.
 2. A level bituminous base course at least 2 inches in thickness shall be provided prior to the installation of the berm.
 3. The mixture shall be placed and compacted with a machine acceptable and approved by the Engineer for the type of berm required. Forming berm by hand shall not be allowed.

3.12 DUST CONTROL TREATMENT

- A. Calcium chloride shall be applied only upon the direction of the Engineer.
 1. The roadway shall be swept clean and calcium chloride spread at a uniform rate over the gravel trench surface.

3.13 PAVEMENT MARKINGS

- A. Pavement markings shall be applied to replace damaged or removed sections or at locations directed by the Engineer.
- B. The following is a general listing of pavement markings and locations.
 1. East Central Street includes the following markings
 - a. White fog lines - both sides of roadway,
 - b. Double yellow line middle of roadway

2. Route 9 includes the following markings
 - a. White Fog lines both side of road,
- C. The following procedures shall be followed for application of pavement markings.
 1. Pavement shall have been in place 48 hours prior to the application of pavement markings.
 2. The surface shall be prepared to accept the application in compliance with the paint manufacturer's requirements.
 3. Shall be applied to a dry film thickness of 15-mils.
 4. The temperature of the pavement shall be between 40°F and 120°F.
 5. No thinners are to be used for the pavement markings.
 6. The equipment used for the application of Pavement Markings, shall be of standard commercial manufacture. All other equipment and devices necessary for the application of Pavement Markings and protection thereof and for the protection of the traveling public, shall be as usually required for work of this type, and shall be furnished by the Contractor.
 7. Pavement markings shall be either a single or double continuous line or broken line, 4 inches wide as directed by the Engineer.
 8. If for any reason material is spilled or tracked on the pavement or any markings applied by the Contractor in the Engineer's judgment fail to conform because of a deviation from the desired pattern the Contractor shall remove such material by a method that is not injurious to the roadway surface and is acceptable to the Engineer, clean the roadway surface and prepare the surface for a reapplication of the pavement markings.

END OF SECTION

SECTION 02514

GRANITE CURBSTONE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Includes: Remove and reset granite curbstone and install curb inlets as required by the Contract Documents.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 02513 Asphaltic Concrete Paving
 - 3. Section 02726 Frames and Covers/Grates
 - 4. Section 03300 Cast-in-Place Concrete

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Comply with pertinent provisions of the following except as may be modified herein.
 - 1. Department of Public Works, Standard Specifications, for Highways and Bridges of the Commonwealth of Massachusetts latest edition, including all addenda.
- C. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this Section.

1.3 SUBMITTALS

- A. None required.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 GRANITE CURBING

- A. The intention is to utilize the existing granite curb stones and curb inlets removed during the project for re-installation. If the curb is broken prior to the work of the contractor then a new curb stone shall be provided. Costs associated with furnishing a new curb stone will be considered under a change order.
- B. If a stone must be replaced it shall be a granite curb stone meeting the Mass Highway Standard, six (6)-feet in length, eighteen (18)-inches in depth, and at least 6-inches wide at the top and bottom.
- C. Curb inlets, if required to be replaced, shall be Mass Highway Standard with the following attributes:
 - 1. A gutter mouth at least three (3)-inches in depth and at least two (2)-feet in length shall be cut in the front face of the stone.
 - 2. Granite curb inlets shall match the adjacent curbing in color.
 - 3. Curbs shall be six (6)-feet in length, eighteen (18)-inches in depth, six (6)-inches wide at top and at least six (6)-inches wide at bottom.
- D. Returns shall be vertical curbing cut on a two (2)-foot radius with a six (6)-inch width. Returns shall be placed at each end of the granite curbing installation.

PART 3 - EXECUTION

3.1 REMOVAL OF EXISTING GRANITE CURBSTONE

- A. Existing granite curbstone shall be removed and placed in an area directed by the Owner.
 - 1. If they are stacked, wood blocking shall be placed between them.
 - 2. Granite curbing which is damaged by the Contractor shall be replaced with new granite curbstone of the same quality and appearance at the Contractor's expense.

3.2 INSTALLATION OF GRANITE CURBSTONE

- A. Curbing shall be aligned within roadway gutter as shown on the Drawings.
 - 1. Joints shall be grouted.
 - 2. Concrete shall be placed against curbside of the curbing up to bottom of pavement area.
 - 3. Backside of curbing shall be backfilled with bank gravel as specified in Section 02221.
 - 4. Any curbing which settles or is not in alignment with curbing which was not reset shall be removed and reinstalled.

3.3 INSTALLATION OF GRANITE CURB INLETS

- A. Proposed granite curb inlets shall be aligned horizontally and vertically with existing curbing.
 - 1. Trench for curb shall be excavated to a width of eighteen (18)-inches, and a depth of six (6)-inches below the bottom of the curbstone.
 - 2. Foundation for curb inlet shall consist of a full bed of cement mortar on the supporting back wall of the catch basin and a minimum of six (6)-inches of compacted gravel on each side to support the overhang.
 - 3. Backside of curbing shall be backfilled with select borrow as specified in Section 02221.

END OF SECTION

SECTION 02610

DUCTILE IRON PIPE, FITTINGS, AND APPURTENANCES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide all ductile iron pipe, fittings, and appurtenances for water mains as required by the Contract Documents.
- B. Related Work:
 - 1. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 02221 Trenching, Excavation and Backfilling
 - 3. Section 02640 Valves and Service Brass

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within twenty (20) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section
 - 2. Manufacturer's specifications and other data needed to provide compliance with the specified requirements.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.
 - 1. Material shall be handled so as to avoid damage, with particular attention being given to loading, transporting, and unloading pipe and accessories. Under no circumstances shall pipe or accessories be unloaded by dumping or dropping onto the ground or stockpile. All material shall be lowered by ropes, chains, tongs, derricks, or other suitable equipment.

2. Pipe shall not be stored on private property without consent of the property owner, and all pipe shall be properly braced and clocked to prevent injury due to rolling or collapse of pipe.

PART 2 - PRODUCTS

2.1 DUCTILE IRON PIPE

A. Ductile Iron Water Main

1. Shall be Class 52 with push on joint meeting the requirements of ANSI/AWWA C151/A21.51-17 or latest revisions thereto.
2. All water main pipe shall be double cement lined, with an asphaltic seal coat meeting the requirements of ANSI/AWWA C104/A21.4-16 or latest revision thereto.
3. All forcemain pipe interior shall be double cement lined with an asphaltic seal coat, with the exception of the last twenty (20) linear feet from the proposed transition sewer manhole, with an asphaltic seal coat meeting the requirements of ANSI/AWWA C104/A21.4-16 or latest revision thereto.
4. The interior surfaces of the last twenty feet (20ft) of the forcemain pipe prior to the sewer manhole, shall be fusion-bonded epoxy coated in accordance with ANSI/AWWA C116., equal to Protecto 401 Ceramic Epoxy Lining by American Pipe.
5. Pipe exterior shall be coated with an approved asphaltic coating, approximately 1-mil in thickness, meeting the requirements of ANSI/AWWA C151/A21.51-17 or latest revision thereto.
6. Rubber gasketed joint shall meet the requirements of ANSI/AWWA C111/A21.11-17 or latest revisions thereto.

2.2 FITTINGS

A. Ductile Iron Water Main

1. Fitting shall be manufactured of ductile iron mechanical joint, all bell, compact design rated for 350 psi.
2. All fittings, with the exception of the bends prior to the forcemain transition sewer manhole, shall include cement mortar lining and seal coat, and exterior shall be asphalt coated in accordance with ANSI/AWWA C153/A21.53-11 or latest revision thereto.
3. The forcemain bends between the sliplining pit (south side of Route 9) and the transition sewer manhole and inside the sewer manhole shall include an exterior asphalt coating in accordance with ANSI/AWWA C153/A21.53-11 or latest revision thereto and the interior shall have a fusion-bonded epoxy coated in accordance with ANSI/AWWA C116, equal to Protecto 401 Ceramic Epoxy Lining by American Pipe.
4. Fittings that are not presently manufactured to the compact design, but are manufactured to meet or exceed the requirements of ANSI/AWWA C110/A21.10-12 or latest revision thereto may be utilized.

5. Mechanical joint shall meet or exceed the requirements of ANSI/AWWA C111/A21.11-17 or latest revision thereto.
6. Mechanical joints shall include retainer gland equal to Megalug.

2.3 SPECIAL FITTINGS

- A. All fittings to have retainer glands equal to "Sigma One Lok", Sigma Corporation, Megalug or approved equal.
- B. Solid sleeves shall be ductile iron with mechanical joint, long body style meeting or exceeding the requirements of ANSI/AWWA C110/A21.10-12 or latest revision thereto.
 1. Solid sleeves shall be a minimum of 12 inches in length.
 2. A fully restrained coupling may be substituted for solid sleeves in use with oversized or cast iron pipe.
 3. Sleeves or couplings without integrated restraint shall not be considered.
- C. Alternate to solid sleeve, if cast iron od does not allow use of solid sleeve shall be an ALPHA restraint joint coupling by ROMAC Industries.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FIELD MEASUREMENTS

- A. Make necessary measurements in the field to assure precise fit of items.

3.3 INSTALLATION

- A. Trench, backfill and compact for the Work of this Section in strict accordance with pertinent provisions of Section 02221 of these Specifications.
- B. Protect pipe and fittings during handling against shocks and free fall. Remove extraneous material from the pipe and fitting interior.

3.4 PIPE LAYING

- A. Ductile Iron Pipe and Fittings
 1. Lay ductile iron pipe and fittings in accordance with the requirements of ANSI/AWWA C600-17 except as may be otherwise provided in this Specification.
 2. Pipe cutting shall be done by machine, leaving a smooth cut at right angles to the axis of the pipe and the cement lining shall be undamaged.

3. All bends, tees, caps, plugs, and hydrants shall be provided with reaction or thrust blocking and retainer glands.
4. When pipe laying is not in progress, the open end of the pipe(s) shall be closed by a suitable pipe cap or plug to prevent the entry of dirt, stones or ground water into the line.
5. The cut end of a pipe which is being made-up into a push-on-joint shall have its cut end beveled to prevent damage to the gasket during assembly of the joint.
6. Install retainer glands where specified in this Section and where shown on the Contract Drawings in accordance with the manufacturer's recommended installation instructions.

B. Connections at Existing Water Mains

1. The exact location and size of the existing water mains shall be determined by test pit excavations as directed by the Engineer.
2. Once uncovered, the Contractor shall prepare the pipe for the proposed connection. Care shall be taken in alignment of the new piping and fittings, to keep deflection within the manufacturer's allowable tolerances.
3. Couplings shall be utilized for connecting new pipe to existing.

3.5 PIPE AND FITTING JOINT ASSEMBLY

A. Mechanical Joints

1. Megalug retainer glands are to be installed on all mechanical joints.
2. Clean pipe end and socket, and apply a soapy water solution or lubricant as provided by the pipe manufacturer.
3. Place gland on plain end with lip extension toward plain end, followed by gasket with narrow side toward plain end.
4. Insert pipe into socket and press gasket firmly and evenly into gasket recess.
5. Push gland toward socket and center, installing bolts and nuts hand tight.
6. Align pipe at this time, taking care to keep deflection within 5% of the pipe length or per manufacturer's recommendations, whichever is less.
7. Tighten bolts in alternating sequence utilizing a torque wrench, maintaining the same distance between the gland and face of flange during the process.
8. Torque bolts to a range of 75 to 90 foot-pounds.

B. Push-on Joints

1. Thoroughly clean groove and bell socket of pipe and fitting, along with plain end of mating pipe.
2. Make a small loop in gasket and insert into socket, making sure the gasket faces the correct direction.
3. Apply a lubricant to plain end of pipe and gasket, provided by pipe manufacturer and applied as per manufacturer's recommendations.
4. Push beveled plain end of pipe into bell, keeping pipe straight during installation and making deflection after insertion to complete.
5. Maintain deflection within 5% of the pipe length or per manufacturer's recommendations, whichever is less.

3.6 FLUSHING

- A. All sections of piping installed shall be flushed prior to pressure testing by partially opening and closing valves and hydrants several times under expected line pressure, with flow velocities adequate to flush foreign material from valves and hydrants.

3.7 HYDROSTATIC TESTING- WATER MAIN

- A. Pressure Test: Hydrostatic testing shall be in compliance with ANSI/AWWA C600-17 or latest revision thereto. After the pipe has been installed, pipe or any valved section thereof shall be subject to a hydrostatic pressure of at least 1.5 times the working pressure, at the point of testing.
1. Pressure shall not be less than 1.25 times the working pressure at the highest point along the test section and not less than 1.5 times the working pressure at the lowest elevation of the test section.
 2. Test shall not be made until all reaction and thrust blocking has achieved their strength, a minimum of seven (7) days after they were cast.
 3. Duration of test shall be two (2) hours.
 4. Test pressure shall not vary by more than ± 5 psi.
 5. Each section of pipeline shall be slowly filled with water, with the specified test pressure, measured at the point of lowest elevation, applied by means of a pump connection to the pipe in a manner satisfactory to the Engineer. The pump, pipe connection, gauges, and all necessary apparatus shall be furnished by the Contractor.
 6. During the filling of the pipe and before applying the specified test pressure, all air shall be expelled from the pipeline. At all points of high elevation, the Contractor shall install corporation cocks so that air can be expelled as the pipe is filled with water. After all air has been expelled, the corporation cocks shall be closed and the test pressure applied. At the conclusion of the pressure test, the corporation cocks shall be removed and plugged or left in place at the discretion of the Owner.
- B. Leakage Test: Leakage shall be defined as the quantity of water that must be supplied into the pipe to maintain pressure within ± 5 psi of the specified test pressure after the air has been expelled and the pipe filled with water. Leakage shall not be measured by a drop in pressure in a test section over a period of time.
1. No pipe installation shall be accepted if the leakage is greater than that determined by the following formula:
$$L = (S * D * P^{0.5}) / 148,000$$

where: L = allowable leakage, in gallons per hour.
S = the length of pipe tested, in feet.
D = the nominal diameter of the pipe, in inches.
P = the average test pressure during the leakage test, in psi.
 2. Should any test of a section of pipe line disclose leakage greater than permitted, the Contractor shall at his own expense locate and repair the defects until repeated pressure test yields a leakage value within the allowable limit.
 3. The Contractor shall provide the Engineer with a written report on the pressure test, to include the date, time, location, stations, pressure, quantity of water applied during test, size of pipe, etc.

- C. Notification: The Engineer and the Owner shall be notified, in writing, at least 48 hours prior to the hydrostatic testing of the pipeline.

3.8 DISINFECTION – WATER MAINS

- A. Disinfection and sampling shall be in compliance with ANSI/AWWA 651-14 or latest revision thereto. The pipelines shall be disinfected by application of chlorine either as calcium hypochlorite or liquid sodium hypochlorite in an amount to produce a solution of 25 p.p.m., for a contact period of 24 hours, and afterward, flushed until the chlorine residual is reduced to system residual. Chlorine dosage shall be applied by pumping into the line to be treated, a sufficient amount of chlorine solution, which, when mixed with water in the pipeline, will meet the required concentration. The mixture shall be pumped through the section being treated and shall be discharged and monitored at a point farthest from the point of introduction of the chlorine. When the solution reaches the required concentration of 25 p.p.m., the pump and discharge valve shall be closed and the liquid left in the section being chlorinated for 24 hours.
1. The chlorine solution used for disinfecting the new water line shall be discharged from the water main and into a tanker truck, where the solution may be neutralized and then properly disposed of.
 2. Alternatively, a chlorine neutralizer can be utilized on the hydrant discharge for discharging to the ground surface, provided the chlorine residual leaving the diffuser is at or below water system chlorine residual.
 3. If a hydrant connection is not available to be used for discharging the chlorine solution from the new line, a temporary blow-off connection shall be installed for that purpose. Upon completion of the disinfection process, the blow-off connection shall be removed.
 4. The Contractor shall furnish all materials and equipment for the sterilization of the mains, but the Water Department will furnish necessary assistance in flushing and the operation of gate valves.
 5. The Contractor shall obtain a water sample from the disinfected line and analyze for coliform bacteria and HPC and Background bacteria.
 - a. Sample bottles shall be obtained from a State DEP approved laboratory.
 - b. Samples shall be collected and analyzed in accordance with the applicable AWWA standard.
 - c. Two samples for each section of main tested shall be taken. The first sample taken 16-24 hours after the chlorine was flushed from the water main. The second shall be taken 16-24 hours after the first sample.
 - d. Collected samples are to be immediately delivered to the laboratory for analysis for Coliform Bacteria, Background bacteria and Heterotrophic Plate Count (HPC).
 - e. A copy of the laboratory report shall be submitted to the Engineer.
 - f. If the analysis indicates the presence of coliform bacteria, the water main shall be disinfected again and the analysis repeated.
 - g. If the analysis indicates no coliform bacteria but HPC or Background bacteria is greater than 500, then the Contractor has the option of flushing and resampling or repeating the disinfection process and resampling.

- h. The process shall be repeated until the analysis indicates no coliform bacteria and HPC & Background are below 500 count.

END OF SECTION

SECTION 02611
SERVICE TUBING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish and install service tubing as required by the Contract Documents.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 02221 Trenching, Backfilling, and Compaction
 - 3. Section 02640 Valves and Service Brass

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the Work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within fifteen (15) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 SERVICE TUBING

- A. Service tubing shall be blue, polyethylene (PE) 4710 water tubing, pressure class 250 psi. Tubing shall meet or exceed the requirements for ASTM D2737 and ANSI/AWWA C901-08, or latest revisions thereto, and be NSF/ANSI 61 certified. Shall be Ultra-Pure Blue 4710 CTS SDR 9 tubing as manufactured by Silver-Line Plastics, or approved equal.
- B. Services shall match existing service diameter, but have a minimum of 1-inch in diameter.
- C. Stainless steel inserts shall be used with the tubing at all joints.
- D. Fittings shall be compression joint type on inlet and outlet.

2.2 INSULATION

- A. Provide 2-inch closed cell polystyrene, as manufactured by Dow ('Blue Styrofoam') as directed by Owner, if determined to be necessary due to bury depth, following excavation of service. All butt joint seams shall be overlapped with 2-inch piece of insulation over seam.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FIELD MEASUREMENTS

- A. Make necessary measurements in the field to assure precise fit of items.

3.3 INSTALLATION

- A. Excavation, backfill, and compaction for the Work of this Section in strict accordance with pertinent provisions of Section 02221.

3.4 PIPE LAYING

- A. Temporary water service
 - 1. If in the opinion of the property owner, water service downtime required to replace water service requires a temporary water service to the building, especially on the 10" cast iron main side of the road, then contractor to setup temporary service and make all arrangements with property owner.

2. Contactor to work with each property owner to minimize water service downtime and to select appropriate time of day to make water service connections.

B. Service Tubing Open Cut Construction

1. Provide new service through open cut excavation where trenchless method was not successful.
2. The tubing shall be connected to the new corporation and the compression joint tightened.
3. Contractor to install a 2" diameter PVC pipe to act as a sleeve across the road, starting 3 feet from corporation and ending 3 feet prior to curb stop. Trench across road shall be backfilled prior to pulling the service to reduce time trenches are open in West Central Street.
4. Tubing shall be carefully inserted in sleeve. Care shall be taken to insure against kinks or crushed areas.
5. Backfill around and to 1 foot over pipe at main and curb stop shall not contain stones greater than 1-inch diameter.
6. Existing corporation shall be closed and unused existing tubing removed.
7. Tubing shall be connected to the new service curb stop and corporation.
8. Contractor to install a short length of new tubing from the new curb stop for connection to existing service, utilize a 1-inch x ¾-inch reducer if necessary, and compression joints tightened.

3.5 SERVICE ACTIVATION

- A. Prior to changing new service line, Contractor shall notify Water Department to have Water Department employees on site to remove water meter in dwelling and flush new service line to prevent plugging of meter and strainers.

END OF SECTION

SECTION 02640

VALVES AND SERVICE BRASS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish and install valves on the water distribution piping system as specified in this Section and as shown on the Contract Drawings.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of the Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are trained and experienced in the crafts and who are familiar with the specified requirements and the methods needed for performance of the Work.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within twenty (20) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to provide compliance with the specified requirements.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Gate Valves for Buried Service

1. Gate valves on all water mains and hydrant branches 16 inches or less in diameter shall be of the resilient seated wedge type with ductile iron body.
2. Shall meet or exceed the requirements of ANSI/AWWA C515 or latest revision thereto.
3. Ends shall be mechanical joint conforming to ANSI/AWWA C111/A21.17 or latest revision thereto.
4. Valve shall be of the non-rising stem type with O-ring stem seals.
5. Shall have a 2-inch square operating nut and shall turn clockwise (right) to open.
6. Valves shall be rated for 350 psi maximum working pressure and 700 psi static pressure test.
7. Shall be fully coated on interior and exterior surfaces in accordance with AWWA C550, with a minimum dry film thickness of 10 mils; up to 60 mils for epoxy-resin coatings.
8. Tapping valve and sleeve specified in Section 02610 Ductile Iron Pipe, Fittings, and Appurtenances.
9. Valves shall be as manufactured by Waterhouse, Mueller model A-2361-20.
10. All exterior nuts and bolts shall be stainless steel with 5/8-inch minimum diameter.

B. Valve Boxes

1. Shall be cast iron with a cast iron cover. The word "water" shall be cast into the cover in raised letters.
2. Valve box barrel shall not be less than 5-¼ inches in diameter.
3. Shall be two-piece sliding type, providing a minimum overlap of 6 inches.
4. The lower section shall enclose the operating nut and stuffing box of the valve.
5. The valve box shall not transmit shock or stress to the valve.

C. Corporation Stops

1. Service corporation stops shall be 1-inch or 2-inch in size (unless otherwise directed), constructed of "no lead" or "lead free" alloy brass and meeting or exceeding the latest requirements of ANSI/AWWA C800-14 or latest revisions thereto. Outlet connections shall be suitable for CTS O.D. polyethylene service tubing. Corporation shall be H-15008 as manufactured by Mueller Co., or approved equal.
2. All corporation stops shall have the manufacturer's name or trademark integrally stamped or cast on it. Anchor marking identifying the "no lead" brass alloy shall be cast or stamped on the corporation.

D. Curb Stops

1. Curb stops shall be 1-inch or 2-inch in size (unless directed otherwise), shall turn clockwise (right) to open, shall be constructed of “no lead” or “lead free” alloy brass (including drain), and meeting or exceeding the latest requirement of ANSI-AWWA C800-14, or latest revisions thereto. Curb stop shall be suitable for CTS O.D. polyethylene service tubing connections at both ends. Curb stops shall be H-15209N as manufactured by Mueller Co., or approved equal.
 2. All curb stops shall have the manufacturer’s name or trademark integrally stamped or cast on it. Anchor marking identifying the “no lead” brass alloy shall be cast or stamped on the curb stop.
- E. Fittings
1. 1-inch and 2-inch fittings shall be constructed of “no lead” or “lead free” alloy brass with compression joints. Reducer bushings shall be compression by thread style, typically 1-inch by ¾-inch.
 2. Shall meet or exceed the latest requirement of ANSI-AWWA C800-14, or latest revisions thereto.
- F. Curb Boxes
1. Shall be Buffalo-type recessed lid with pentagon bolt, adjustable sliding type for 5-foot bury, and of USA manufacture.
 2. Service box shall include a rod and a centering rod guide or ring.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FIELD MEASUREMENTS

- A. Make necessary measurements in the field to assure precise fit of items.

3.3 INSTALLATION

- A. Excavation, backfill, and compaction for the Work of this Section in strict accordance with pertinent provisions of these Specifications.
- B. Gate Valves: Shall be set and aligned plumb, supported by a flat stone or solid concrete block, with mechanical joint tightened. Backfill shall be carefully placed and compacted to prevent movement of valve.
1. Valve box shall be set plumb and centered over operating nut, and supported in this position during backfilling and compaction.
 2. Box shall be set initially flush with the temporary surface and again adjusted just prior to placement of the base course of asphaltic concrete with a concrete collar.

3. Prior to placement of the final top course of asphaltic concrete, the box shall be cleaned of all debris and checked for plumb and centering over operating nut.
 - a. If out of plumb, box shall be excavated and reset to plumb.

END OF SECTION

SECTION 02645

HYDRANTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included:
 - 1. Furnish and install hydrants where shown on the Contract Documents.
 - 2. Furnish an additional twelve (12) hydrants, delivered to the Owner's Department of Public Works gravel yard on Oak Street for future use.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Divisions 1, 2 and 3 of these Specifications.
 - 2. Section 02221 Trenching, Backfilling, and Compacting
 - 3. Section 02610 Ductile Iron Pipe, Fittings, and Appurtenances

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the Work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within fifteen (15) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section.
 - 2. Manufacturer's specifications and other data needed to provide compliance with the specified requirements.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 HYDRANTS

- A. Hydrants shall meet or exceed the requirements of ANSI/AWWA C502-14 or latest revision thereto, and shall be equal to Mueller Super Centurion model , or approved equal.
1. Barrel sections shall be 5-1/4-inch diameter.
 2. Main valve shall be 5-1/4-inch diameter.
 3. Two (2) 2-1/2-inch hose nozzles.
 4. One (1) 4-1/2-inch pumper outlet.
 5. Replaceable brass nozzles.
 6. Breakaway flange placed at ground level.
 7. Mechanical joint shoe.
 8. Open right (clockwise).
 9. Shall be designed for a 4-1/2-foot depth of bury.
 10. Hydrants shall be factory painted red.
 11. Hydrant shall be self-draining.
 12. Hydrants shall have a rated AWWA working pressure of 250 psig and shall close with the pressure. Prior to shipment, hydrants shall be tested at the point of manufacture at 500 psig. The pressure rating, manufacturer's name, point of manufacture and valve opening size shall be marked on the upper barrel.
 13. The manufacturer shall provide drawings and an affidavit of compliance of the specifications detailed herein.
 14. Hydrants shall have a 1-1/2-inch pentagon bronze operating nuts and 6-inch diameter mechanical joint inlet connection. Nozzles shall be retained by a ductile iron collar. Retention of the nozzle by set screws is not allowed. Caps shall be furnished with non-kink chains.
 15. All hydrant flange bolts and nuts shall be stainless steel. Bolts shall be metric . Hydrant bolting materials shall comply with the applicable portions of Section 4.11 of ANSI/AWWA C502 requiring compliance with ASME B18.2.1. All bolted connections shall be limited to one (1) nut for each bolt. Multiple nuts to achieve a connection with any single bolt will not be allowed.
 16. Hydrant shall be coated inside and out with a two-part epoxy coating. Upper hydrant barrel shall be coated with a polyurethane enamel over-coat. Lower hydrant barrel shall be coated with an asphalt varnish.
 17. Hydrants shall be supplied with a traffic break feature employing a two-part flange. Hydrants shall be provided with a compression-type rubber main valve that closes with water pressure for positive sealing. The bronze seat ring shall be threaded into mating bronze drain ring and able to be removed from above ground for easy field repair.
 18. Rod threads shall be lubricated such that the threads are bathed in an oil lubricant each time the hydrant is operated. Lubrication system shall be sealed with a minimum of two (2) O-rings to help prevent contact of the water by the lubricant.

2.2 HYDRANT EXTENSION

- A. Extension Kit: If required to meet grade on site.
 - 1. Shall be provided by the hydrant manufacturer.
 - 2. Length shall be as needed.
 - 3. To insure proper fit and tolerances, all extensions shall be manufactured by the original hydrant manufacturer. Aftermarket extensions and/or parts will not be allowed.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and condition under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FIELD MEASUREMENTS

- A. Make necessary measurements in the field to assure precise fit of items.

3.3 PROPOSED HYDRANT LOCATIONS

- A. All new hydrant locations shown on the Contract Drawings shall be subject to field location approval by the Owner.
- B. Existing hydrants shall be removed and disposed of by the Contractor.

3.4 INSTALLATION

- A. Trench, backfill, and compaction for the Work of this Section in strict accordance with pertinent provisions of Section 02221 of these Specifications.
- B. The new hydrant branch shall generally be positioned near the sideline of the roadway layout, and in a location that is not vulnerable to traffic damage, and in a location where flushing can be performed without damage to adjacent property.
- C. The hydrant shall be set upon a flat stone or concrete plate.
- D. The hydrant drainage pit shall be approximately 3 feet in diameter and filled with compacted crushed stone. While backfilling, place additional crushed stone to at least 6 inches above the hydrant drain ports, as shown on the Contract Drawings.
- E. Thrust blocking shall be placed behind the shoe of the hydrants, taking care not to block the drain outlets.

- F. Joint restraints shall be used at all joints between the shut-off valve up to and including the hydrant.
- G. The hydrant shall be set plumb and to the proper grade and shall remain properly supported until it is backfilled.
- H. The Contractor shall provide hydrant extensions, if necessary, to meet grade.
- I. After the hydrant has been set, it shall be entirely draped with burlap and remain covered until the water distribution system has been accepted and put into service.

END OF SECTION

SECTION 02765

LINING CAST IRON PIPE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. For each section of main pipe to be cleaned and lined, the Contractor shall dewater the pipe; shall make all excavations as necessary to expose and open the main pipe and intermediate main line gates, including sheeting or shoring as necessary; cut and remove a portion of the piping system for access by approved means; support pipes and discharge tube with valve and containment for cleaning residue; line the cleaned pipe with cement mortar; replace gates, valves and fittings as shown or ordered by the Owner, clear all service and laterals of mortar and debris; reconnect all opened piping by approved means, and do all other work as necessary to clean and line the pipes in full accord with the Specifications.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 02320 Pipeline Cleaning & Television Inspection
 - 3. Section 02766 Temporary Bypass Piping with Service Hoses

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in cleaning and lining pipelines and who are completely familiar with the specific requirements and methods needed for performance of the Work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the Work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall conduct all work in a professional manner and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within fifteen (15) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Description of piping material.
 - 2. Proposed timeline of when bypass piping is to be placed for the project phases.
 - 3. Proposed bypass layout plan with pipe sizes and temporary hydrants shown.

PART 2 - PRODUCTS

2.1 CEMENT MORTAR LINING

- A. Shall conform to AWWA C602-95 standard or latest revisions thereto specified for Cement Mortar Lining of Water Pipelines – four (4) inch and larger, in place.
- B. Shall be subject to thorough inspection and test; failure to meet AWWA C602-95 may be cause for rejection of the whole from which the sample was taken.
- C. Prior to cleaning and lining the water main, the Contractor shall expose the main in order to determine if there is an existing cement lining. The Owner will then decide to either clean and line the main, only clean the main, or to do no work on the main.

2.2 MATERIALS

- A. Provide other materials not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

PART 3 - EXECUTION

3.1 DEWATERING PIPES

- A. The Contractor shall dewater all pipe lines preparatory to the starting of the Work, drain all low spots, make all excavations at locations required to facilitate the Work, and take special precautions to prevent the possibility of any water entering the sections in which men are working.
- B. The operation of all valves in connection with work under this Contract shall be done by the Owner unless specified or otherwise directed by the Owner. Contractor shall notify the Water Department Superintendent 48 hours in advance of when any shutdown is required. Contractor shall schedule for and allow 48 hours before shutdown is achieved.
- C. Where valves within the scope of work are inaccessible due to a cover of asphalt or concrete, or tilted and/or broken gate box, the Contractor shall be responsible for raising the box to existing grade or fixing or replacing the gate box. This shall include a permanent surface repair and asphalt to conform to the original road surface.

3.2 EMERGENCY SHUT-DOWNS

- A. In cases of emergencies, the Owner reserves the right to suspend the cleaning and/or lining operations at any time or times necessary and to require the Contractor promptly to restore the water main to service.
- B. The Owner will make every effort to avoid such suspension and, if such suspensions are unavoidable, will limit them to the shortest possible time.
- C. Should any suspensions be effected for the above reason, the Contractor will be allowed extensions of time equal to the delay caused thereby, but he will not be allowed any additional compensation for any losses or damages sustained or alleged to have sustained as a result of such suspensions, except for the actual extra expenses as approved by the Owner.

3.3 CUTTING OR OPENING PIPES

- A. The Contractor shall open the pipe at each end of the section to be cleaned and lined and at intermediate gates, bends, fittings and obstructions shown on the Contract Drawings and at other locations which may be necessary to permit satisfactory cleaning and lining.
- B. Every effort must be made to prevent foreign material or sludge from entering lines adjacent to the Work.
- C. Open ends of pipe shall be temporarily sealed with mechanical caps or plugs at all times when not being worked on.
- D. Openings in the pipes shall be made by cutting out existing joints on pipes, or cutting the pipe square and true by hand or machine or removing existing couplings.
- E. At openings adjacent to sections under pressure or in service, the Contractor shall install blocking to prevent motion of the closed ends or valves during the time the pipe is open.

3.4 REPAIRING PIPES

- A. The Contractor shall make watertight all openings made in the pipelines.
- B. Closures shall be made with new ductile iron cement lined pipe, Class 52 minimum thickness, and with new couplings of approved design.

3.5 SERVICES, LATERALS AND BRANCHES

- A. The Contractor shall be responsible for cleaning debris or cement mortar to insure it does not interfere with the operations of valves, services, laterals, blow offs, etc.

- B. Contractor shall subsequently remove all mortar and debris from services, laterals, branches, etc., once lining is complete.
- C. All side lines, services, hydrant connections, etc. must be back flushed into the main immediately after cleaning and lining and then the main flushed before it is put back into service.
- D. The Contractor shall work with the Owner making arrangements to enter homes to back flush services once lining is complete, if required.
- E. All lines shall be blown back as not to disturb the adjacent mortar.

3.6 CEMENT MORTAR LINING

- A. Cement mortar lining shall be applied to the interior of the pipe as soon as possible after a section of pipeline has been cleaned to the satisfaction of the Owner.
- B. Contractor shall not install the lining in any section until approval of the interior surface has been obtained from the Owner.
- C. The thickness of the lining shall at no point be less than 3/16-inch nor more than 5/16-inch with every effort being made to keep it uniformly between 3/16-inch and 1/4-inch.
- D. The lining shall consist of a one-course application of cement mortar and each section shall be placed in uninterrupted continuity by a centrifugal machine projecting the mortar against the wall of the pipe without rebound, and with sufficient velocity to cause the mortar to be densely packed and to adhere in place.
- E. Compressed air shall not be used, nor will air or sand pockets, or lack of homogeneity in the lining be permitted.
- F. The mortar shall be mechanically troweled to produce a satisfactorily smooth surface.
- G. The lining machine shall be designed and propelled in such a way that it will travel smoothly through the pipe without variation in speed or rate of application of the cement mortar.
- H. Hand placing of mortar shall not be permitted except at points where machine placing is impossible or impractical.

3.7 FAILED LINING

- A. Any section, in the opinion of the Owner, that has failed as observed during the post TV inspection, shall be rectified by the Contractor at his expense.
- B. Failed lining shall be included but not be limited to the following:

1. Thickness below or above thickness specifications.
 2. Fall of cement lining.
 3. Lining pipe surface – exposed not covered by lining.
 4. Extremely rough surface – see paragraph 3.11 of this section.
- C. If the lining fails and the Contractor squeegees out the wet cement if there are any side branch connections four inch or larger, they shall be excavated and tee and pipe replaced to remove cement pushed up by branch.

3.8 CURING OF LINING

- A. Immediately upon the satisfactory completion of the lining of a section of pipeline, that section shall be closed at all openings to prevent the circulation of air.
- B. As soon as practicable after the placing of the lining, a sufficient amount of water shall be introduced into that section to keep the lining damp, and under no conditions shall the lining be permitted to dry out prior to returning the section to service.

3.9 PROTECTION OF LINING

- A. Every precaution shall be taken to prevent injury to the lining. Should it be damaged or be found unsatisfactory at any time previous to the completion of the Contract, such damaged or unsatisfactory portions shall be removed to the extent directed, and replaced to the satisfaction of the Engineer.

3.10 CLEANING UP

- A. The Contractor shall exercise responsible precautions to prevent contamination of the pipeline. At the conclusion of the Work prior to filling and sterilization, remove all fragments of mortar and all other debris from the pipeline, leaving it clean and ready for use to the satisfaction of the Engineer.
- B. During the course of the Work, keep the site of the operations in as clean and neat a condition as possible.
- C. Dispose of all residue resulting from the cleaning of the mains, and at the conclusion of the Work, remove and haul away any surplus material, broken pavement, lumber, equipment and any other refuse remaining from the reconditioning operations, and leave the entire site of the Work in a neat and orderly condition.
- D. Satisfactorily repair or restore any driveways, walks, culverts, pipes, fences, walls, poles, posts, curbs or other property damaged and shall leave them in condition equal to that which existed at the beginning of this Contract.

3.11 CHLORINATION OF WATER MAINS

- A. Upon completion of all cleaning and lining operations in a section of pipe line and after the work has been approved by the Engineer, chlorinate the completed section in accordance with Section 02610 Ductile Iron Pipe Fittings and Appurtenances of the Contract.
- B. Special procedures may be outlined by the Owner where the above-outlined method is not practicable. The entire procedure of chlorinating the mains shall be such as to prevent flows of water from a section exposed to possible contamination to a section of pipe which has been completed and chlorinated. Should such water from a contaminated section be allowed to enter a previously chlorinated section as a result of the Contractor's negligence or through necessity caused by failure of the Contractor to properly schedule his work, the section or sections of pipe thus affected shall be rechlorinated at the Contractor's own expense. Any temporary connection to the mains or other facilities required to accomplish the chlorination as just described shall be at the Contractor's expense. Any temporary connections shall be properly abandoned, as determined by the Owner at the Contractor's expense.

3.12 GUARANTEE OF CEMENT-MORTAR LINING

- A. The Contractor guarantees that the Work to be done under this Contract shall be done in a good and workmanlike manner in complete conformance with these Specifications, and that the materials furnished by him and used in the construction of the same, shall be free from defects and flaws. This guarantee shall be for a period of one (1) year from and after the date of final acceptance of the Work. It is hereby, however, specifically agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective work or materials.
- B. The Contractor guarantees to restore all cleaned and cement-mortar lined water mains to the following coefficients "C" in Hazen-Williams formula, all based on nominal pipe diameters with proper allowance being made for bends and fittings in accordance with accepted practice:

<u>Guaranteed Coefficient "C"</u>	
<u>Nominal Pipe Diameter</u>	<u>Hazen-Williams Formula</u>
36 inch	130
30 inch	130
24 inch	130
20 inch	125
16 inch	125
14 inch	125
12 inch	120
10 inch	115
8 inch	110
6 inch	100

- C. After the mains under this Contract have been cleaned and cement lined, a reputable test company, independent from the Contractor, shall be hired by the Contractor to perform loss-of-head tests to determine the Hazen-Williams coefficient of friction called "C". The complete testing as described herein shall be performed at the Contractor's expense. The test company must be approved by the Owner prior to commencement of test work, and the name, address, and a general qualification statement shall be submitted prior to start of testing.
- D. For the purpose of establishing "C" coefficient on such mains where it is not practical to carry the loss-of-head test through the full extent of the cleaned and cement-mortar lined main, the several sections thereof shall be tested and the weighted average coefficient "C" from tests of such portions shall be considered to be acceptable for the whole of the cleaned and cement-mortar lined main.
- E. All tests for establishing the coefficient "C" for water mains cleaned and cement-mortar lined under this Contract will be completed prior to final acceptance of this job.

3.13 HYDROSTATIC TESTING (LEAK DETECTION)

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

END OF SECTION

SECTION 02766

TEMPORARY BYPASS PIPING WITH SERVICE HOSES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: The Contractor shall provide temporary bypass pipe with service hoses to all areas affected by water main replacement. Minimum size temporary bypass pipe and locations are identified on the drawings.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in cleaning and lining pipelines and who are completely familiar with the specific requirements and methods needed for performance of the Work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the Work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall conduct all work in a professional manner and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within fifteen (15) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Description of piping material.
 - 2. Proposed timeline of when bypass piping is to be placed for the project phases.
 - 3. Proposed bypass layout plan with pipe sizes and temporary hydrants shown.

PART 2 - PRODUCTS

2.1 TEMPORARY BYPASS PIPE WITH SERVICE HOSE

- A. Temporary bypass piping shall not be of materials that compromise water quality, shall be fully adequate to withstand the pressures and all conditions of use and shall include 4-inch temporary hydrants provided at all locations of existing hydrants taken out of service.
 - 1. All temporary bypass piping shall conform to the same standards as permanent piping.
 - 2. The pipe and/or hose must be designated or certified for potable/residential water use and must meet NSF Standard 61 certification and/or AWWA Standards.
 - 3. Disinfection of temporary pipes and hoses must be performed in accordance with AWWA Standards.
 - 4. The recommended pipe materials are as follows:
 - a. Ductile iron pipe
 - b. Galvanized Steel pipe
 - c. High Density Polyethylene Fused Pipe
 - d. Service Pipe
 - i. Polyvinyl chloride (PVC) pressure hose
 - ii. Standard polyethylene (PE) pressure pipe and tubing, ½-inch through 3-inch
- B. Temporary bypass piping shall be provided on each side of the street for the entire length of the street. Temporary bypass piping shall also be provided on each side of side streets, where required.
- C. Temporary service shall be provided through one of the following methods, and as directed by the Owner:
 - 1. Connection made outside the building at a sill cock (not an option if backflow device is present).
 - 2. Connection made inside the building at a service meter.
 - 3. Connection made in a pit at the street at the curb stop (house side). Excavation and restoration of the pit will be paid for by unit items.
 - a. This method shall be required, if when a connection is made at a sill cock or service meter, it is discovered the curb stop leaks (while effectively backfed). Additionally, the curb stop/box shall be replaced.
 - b. The Owner reserves the right to direct the Contractor to make the connection in a pit at the street and replace the curb stop/box on a case-by-case basis.
- D. Water service lines shall be flushed prior to returning to permanent service.
- E. The Contractor shall be responsible for maintaining all temporary service lines from the roadway to the connection points at the curb stops.

- F. The pipe and other materials shall provide adequate water tightness, and care shall be exercised throughout the installation of the temporary pipe and making up of all temporary connections to avoid any possible pollution of any mains or services, or contamination of the temporary bypass pipe itself.
- G. The Contractor shall chlorinate, dechlorinate, and flush all temporary pipe and hose to prevent contamination, prior to initiating temporary service.
- H. The temporary pipe will be activated only after negative bacteriological results are obtained, based upon samples and analysis provided by the Contractor.
- I. The Contractor shall adequately work and provide protection to the public associated with the temporary piping system installed.
- J. Lights, barricades and signs shall be placed to insure safety at the location of the temporary piping.

2.2 MATERIALS

- A. Restraint for existing gate valves should be provided as detailed in the drawings and shall include at a minimum friction clamps, four (4) 304 SS ¾" threaded rods per each existing gate valve, and 304 SS hardware.
 - 1. The intent is to fully restrain existing gate valves acting as a line stop where work is occurring in or near the pit.
- B. Provide other materials not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

PART 3 - EXECUTION

3.1 DEWATERING PIPES

- A. The Contractor shall dewater all pipe lines prior to starting the Work, drain all low spots, make all excavations at locations required to facilitate the Work, and take special precautions to prevent the possibility of any water entering the sections in which men are working.
- B. The operation of all valves in connection with work under this Contract shall be done by the Owner unless specified or otherwise directed by the Owner. Contractor shall notify the Water Department Superintendent 48 hours in advance of when any shutdown is required. Contractor shall schedule for and allow 48 hours before shutdown is achieved.
- C. Where valves within the scope of work are inaccessible due to a cover of asphalt or concrete, or tilted and/or broken gate box, the Contractor shall be responsible for raising the box to existing grade or fixing or replacing the gate box. This shall include a permanent surface repair and asphalt to conform to the original road surface.

3.2 EMERGENCY SHUT-DOWNS

- A. In cases of emergencies, the Owner reserves the right to suspend the water main replacement operations at any time or times necessary and to require the Contractor promptly to restore the water main to service.
- B. The Owner will make every effort to avoid such suspension and, if such suspensions are unavoidable, will limit them to the shortest possible time.
- C. Should any suspensions be effected for the above reason, the Contractor will be allowed extensions of time equal to the delay caused thereby, but he will not be allowed any additional compensation for any losses or damages sustained or alleged to have sustained as a result of such suspensions, except for the actual extra expenses as approved by the Owner.

3.3 CUTTING OR OPENING PIPES

- A. Every effort must be made to prevent foreign material or sludge from entering lines adjacent to the Work.
- B. Open ends of pipe shall be temporarily sealed with mechanical caps or plugs at all times when not being worked on.
- C. Openings in the pipes shall be made by cutting out existing joints on pipes, or cutting the pipe square and true by hand or machine or removing existing couplings.
- D. At openings adjacent to sections under pressure or in service, the Contractor shall install blocking to prevent motion of the closed ends or valves during the time the pipe is open.

3.4 REPAIRING PIPES

- A. The Contractor shall make watertight all openings made in the pipelines.
- B. Closures shall be made with new ductile iron cement lined pipe, Class 52 minimum thickness, and with new couplings of approved design.
- C. New couplings and fittings used shall be poly-wrapped with 8-mil polyethylene after installation to resist corrosion.

3.5 SERVICES, LATERALS, AND BRANCHES

- A. Contractor shall be responsible for cleaning debris to insure it does not interfere with the operations of valves, services, laterals, blow offs, etc.

- B. All side lines, services, hydrant connections, etc. must be back flushed into the main immediately after construction and then the main flushed before it is put into service.
- C. The Contractor shall work with the Owner making arrangements to enter homes/businesses to back flush services once construction is complete, if required.

3.6 CLEANING UP

- A. Contractor shall exercise responsible precautions to prevent contamination of the pipeline.
- B. During the course of the Work, keep the site condition of the operations as clean and neat as possible.
- C. At the conclusion of the Work, remove and haul away any surplus material, broken pavement, lumber, equipment, and any other refuse remaining from construction operations, and leave the entire site of the Work in a neat and orderly condition.
- D. Satisfactorily repair or restore any driveways, walks, culverts, pipes, fences, walls, poles, posts, curbs, or other property damaged and shall leave them in condition equal to that which existed at the beginning of this Contract.

3.7 CHLORINATION OF WATER MAINS

- A. Chlorinate bypass piping in accordance with the AWWA Manual C651, "AWWA Standard for Disinfecting Water Mains".
- B. All materials, equipment, labor, and chlorine shall be furnished by the Contractor.
- C. The entire procedure of chlorinating the pipes shall be discussed in advance of the time the Work is to be done, and the methods employed shall be fully satisfactory to the Owner.
- D. The disinfection shall be accomplished by pumping a chlorine solution into the pipe at a dose concentration of 25 mg/l.
- E. After the 24-hour retainer period, the treated water shall have a residual of not less than 10 mg/l. Once verified, chlorinated water shall be flushed from the main until the chlorine concentration in the water leaving the main is no higher than in the system or less than 1.5 mg/l.
- F. Solution must be dechlorinated prior to disposal.
- G. After final flushing and before the water main is placed in service, a sample or samples shall be collected from the end of the line and tested for bacteriologic quality and shall show the absence of coliform organisms. In the case of mains exceeding 1,200 feet, samples shall be collected along the length of the line as well as the end of the line. The samples shall be collected by the Contractor, with microbiological analysis by a laboratory satisfactory to Owner.

- H. If the initial disinfection fails to produce satisfactory results, the procedure shall be repeated at the Contractor's expense until satisfactory results have been obtained.
- I. Special procedures may be outlined by the Owner where the above-outlined method is not practicable. The entire procedure of chlorinating the mains shall be such as to prevent flows of water from a section exposed to possible contamination to a section of pipe which has been completed and chlorinated. Should such water from a contaminated section be allowed to enter a previously chlorinated section as a result of the Contractor's negligence or through necessity caused by failure of the Contractor to properly schedule his work, the section or sections of pipe thus affected shall be re-chlorinated at the Contractor's own expense. Any temporary connection to the mains or other facilities required to accomplish the chlorination as just described shall be at the Contractor's expense. Any temporary connections shall be properly abandoned, as determined by the Owner, at the Contractor's expense.

3.8 TEMPORARY BYPASS PIPE WITH SERVICE HOSES

A. General

1. Contractor shall furnish, install, maintain, and remove bypass pipes of the size required to provide adequate fire supply and satisfactory service to all dwellings, shops, etc., serviced by the mains to be replaced, whether occupied at the time or not. For 1 ½-inch service lines, a minimum ¾-inch bypass service hose shall be used.
2. Minimum size Temporary By-Pass Main and locations are identified on the drawings.
3. The bypass pipes shall be tied into the house service at the curb box by the Contractor, or as specified by the Owner.
4. Without additional compensation, Contractor shall also furnish, install, maintain, and remove service hoses or pipe, of approved size, to service all consumers from gated connections on said bypass pipe.
5. The Contractor shall be responsible for maintaining all temporary service lines from the roadway to the connection points at each dwelling.

B. Installation

1. The temporary bypass pipe shall be laid in locations satisfactory to the Owner where it will cause the least obstruction, and is less likely to be damaged.
2. Contractor will be required to cover clamps and bolts used to connect the bypass arrangement.
3. Cover material will be cold patch, sand bags, or any other material acceptable to the Owner.
4. At driveways, provision shall be made to permit driving over the temporary pipe by the use of cold patch or other material to form a ramp on each side of the pipe.
5. If the temporary bypass crosses any street, a narrow trench shall be cut in the paving and the temporary pipe placed just below the surface with temporary surfacing above it, or other satisfactory arrangements shall be made.
6. The location, method placing, materials employed, and the sanitary precautions shall be fully satisfactory to the Owner.

C. Removal and Cleaning Up

1. At the conclusion of the use of temporary bypass pipes and service hoses, they shall be removed and hauled away by the Contractor and any connections which have previously been interrupted shall be completely restored by him/her in full compliance with the precautions which are required to prevent the possibility of contamination.

END OF SECTION

SECTION 02579

CASTING ADJUSTMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Adjust to finish grade castings whose finish grade has been altered by the construction, as required by the Contract Documents.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 02221 Trenching, Backfilling and Compacting
 - 3. Section 02513 Asphaltic Concrete Paving
 - 4. Section 03300 Cast-in-Place Concrete

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this section.

1.3 SUBMITTALS

- A. None required.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01610.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete: See Specification Section 03300.

PART 3 - EXECUTION

3.1 CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 CASTING ADJUSTMENTS

- A. In roadway areas, where permanent resurfacing is to be applied, existing gate boxes, manhole and catch basin frames shall be adjusted to the grade of the new pavement.
 - 1. A neat line shall be cut in the pavement around the existing frames.
 - 2. The material: Gravel, pavement and concrete collar (if there) shall be removed down to six (6)-inches below the frame.
 - 3. The casting is to be freed from its existing grout bed and shimmed with steel shims of the appropriate thickness, at a minimum of four (4) alternate locations, so as to ensure that the casting will not rock. The casting is then to be set into a full bed of grout and a concrete collar placed around the frame, up to within three (3)-inches of the existing pavement.
 - 4. The frame shall be protected from damage from traffic until the concrete has taken a firm set.
 - 5. Frames and covers which are not on the same plane as the final grade shall be reset.

END OF SECTION

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DIVISION 3 - CONCRETE

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03300	Cast-In-Place Concrete	03300-1 thru 03300-4

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide all the cast-in-place concrete as required by the Contract Documents including but not limited to, form work, reinforcing and finishing, thrust blocking, or other purposes, as directed by the Engineer.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the Work under this Section.

1.3 SUBMITTALS

- A. None required under this Section.

1.4 PRODUCT HANDLING

- A. Bags of cement shall be stored in a dry area which is protected from the weather.

PART 2 - PRODUCTS

2.1 CEMENT

- A. Provide a standard brand of Portland cement complying with ASTM C150, type II, low alkali. Do not change the brand of cement during progress of the Work except as approved in writing by the Engineer.

2.2 AGGREGATES

A. General:

1. Provide hard rock aggregate complying with ASTM C33, with additional attributes as specified herein.

B. Fine Aggregate:

1. Fine aggregate shall consist of washed inert natural sand conforming to the requirements of ASTM Specifications C-33, and the following detailed requirements:

<u>Sieve No.</u>	<u>Retained</u>
4	0.5%
16	25-40
50	70-87
100	93-97

C. Coarse Aggregates:

1. Provide coarse aggregate consisting of clean, hard, fine-grained, sound crushed rock or washed gravel, conforming to the requirements of ASTM Specification C-33.
2. Use coarse aggregate of the largest practicable size for each condition of placement, subject to the following maximum size limitations:
 - a. 2-inch for plain concrete
1-inch for reinforced sections 10 inches and over in thickness
3/4-inch for reinforced sections less than 10 inches in thickness
3. Grade combined aggregates within the following limits:

Sieve Size or Inch Size in Inches:	Percentage by weight passing sieve:					
	<u>1-1/2" aggregate:</u>		<u>1" aggregate:</u>		<u>3/4" aggregate:</u>	
	Min:	Max:	Min:	Max:	Min:	Max:
1-1/2"	95	---	---	---	---	---
1"	75	90	90	100	---	---
3/4"	55	77	70	90	90	100
3/8"	40	55	45	65	60	80
No. 4	30	40	31	47	40	60
No. 8	22	35	23	40	30	45
No. 30	10	20	10	23	13	23
No. 50	2	8	2	10	5	15
No. 100	0	3	0	3	0	5

2.3 WATER

- A. Use only water which is clean and free from deleterious amounts of acid, alkali, salt, and organic matter.

2.4 REINFORCEMENT MATERIALS AND ACCESSORIES

- A. Bars:
 - 1. Provide deformed billet steel bars complying with ASTM A615, using grades shown on the Drawings.
 - 2. Where grades are not shown on the Drawings, use grade 60.
- B. Steel Wire:
 - 1. Comply with ASTM A82.
 - 2. For tie wire, comply with Fed Spec QQ-W-461, annealed steel, black, 16 gauge minimum.
- C. Welded Wire Fabric:
 - 1. Provide welded steel, complying with ASTM A185.

PART 3 - EXECUTION

3.1 CONCRETE MIXING

- A. Class A Concrete
 - 1. Class A concrete shall have a minimum compressive strength, at 28 days, of 3,500 psi, with a maximum water content of 6.4 gal./100 lbs. and a minimum cement content of 520 lbs./cubic yard.
- B. Class B Concrete
 - 1. Class B concrete shall have a minimum compressive strength at 28 days of 2,500 psi, with a maximum water content of 7.4 gal./100 lbs. and a minimum cement content of 430 lbs./cubic yard. Class B concrete may be mixed on site using a 1:2.5:5 mix and made with no less than 4.5 bags of cement per cubic yard.
- C. Ready Mix Concrete
 - 1. Ready mixed concrete shall comply with ASTM C94.

3.2 REINFORCEMENT

- A. Reinforcing shall be placed as shown and specified in the Contract Documents.

3.3 PLACEMENT OF CONCRETE

- A. Concrete shall be carefully placed to ensure dense, compact concrete. Concrete shall be thoroughly spaded or vibrated into position without disturbance of pipelines or other materials.
1. Concrete shall be placed with as little slump as practicable.
 2. The pipe shall be securely braced, both vertically and horizontally, if it is to be encased, to prevent flotation.
 3. The sides of thrust blocks shall be formed.
 4. Concrete shall not be placed over bolts or nuts so as to prevent the removal of the joint glands.
 5. Backfill shall not be placed on the concrete until the concrete has set firm.

END OF SECTION

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APPENDIX

MassDOT Roadway Permit

MassDOT Special Details



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



3-2019-0146

NATICK
Utility: Capital Improvements – Water/Sewer

Subject to all of the terms, conditions and restrictions printed or written below, permission is hereby granted to the **TOWN OF NATICK** to enter upon the State Layout on the road known as **ROUTE 9**, North Main Street for the purpose of cleaning and relining the 12' and 8' water main replacing 6" cast iron water main with 8" DI water main and relining of sewer mains, as shown on the plans on file in the MassDOT Highway Division, District Three Permits Office.

**48 HOURS PRIOR TO THE START OF ANY WORK BEING CONDUCTED WITHIN THE STATE
HIGHWAY LAYOUT CONTACT THE FOLLOWING:**

Dave Blodgett – District Permit Compliance Engineer @ 617-892-3640

Provide Permit #, date the work is to be started, the contractor who will be performing the work, name, address, and telephone number of person to be contact in case of emergency.

WORK HOURS:

No equipment, trucks, etc. shall occupy any part of the traveled way except between the **9:00 PM and 5:00 AM from Sunday through Thursday**. No work shall be allowed on holidays or at any times between and including the day before or the day after a long weekend which involves a holiday without the permission of the District Maintenance Engineer.

In no case will operations commence prior to the specified hours of this Permit. This includes traffic set-ups that restrict the flow of traffic upstream of and through the construction zone.

All operations shall be conducted so as not to interfere with, interrupt, or endanger the general public or the traffic flow.

At any time during construction operations when a traffic delay of over twelve (12) minutes occurs and the situation is worsening, the Grantee or the Department shall begin to suspend operations. Continuously increasing delays of over twelve (12) minutes shall not be permitted. When it appears that delays are developing, one or more of the parties mentioned above shall drive the queue to determine the actual time of delay. Monitoring of traffic delays will be a continuous process until the job activity is complete and off the traveled way or until the determination is made to suspend operations.

TRENCH:

The Grantee(s) must adhere to 520 CMR 14.00; EXCAVATION AND TRENCH SAFETY, AS promulgated by the Department of Public Safety in conjunction with the Division of Occupational Safety pursuant to authority granted by M.G.L. c. 82A § 1.

The attached Trench Permit Rider shall become integral part of the terms and conditions of this permit.

District 3, 403 Belmont Street Worcester, MA 01604
Tel: (508) 929-3800, FAX: (508) 799-9763
www.mass.gov/orgs/highway-division

Between November 1st and April 1st, no trench shall be covered with a steel plate without the permission of the District Maintenance Engineer. Should the Grantee be unable to obtain permission to use a steel plate, then these instructions shall be followed: The trench shall be backfilled with gravel compacted as per MHD standards and the top 3 inches of the trench shall consist of bituminous concrete Type I-1 temporary patch compacted in two (2) one and one-half inch (1 ½") lifts. The entire backfill shall be removed after a minimum of 90 days and replaced with **Control Density Fill (CDF)* to within 7 inches of the finished grade and completed as stated above.

Attention is called to the clauses in this permit relating to the laying of pipes, conduit, etc.

All excavated material, including bituminous concrete, cement concrete, stone, gravel, etc., shall be removed from the State Highway Layout. No stockpiling will be allowed within the State Highway Layout.

In the event of an overlay the placement of the traffic lines shall be the responsibility of the Grantee. The District Traffic Maintenance Engineer shall be notified prior to the placement of new pavement markings at Tel. No. 1-508-929-3800.

The Grantee shall assume full responsibility for the structural integrity of any trench described in this Permit. This responsibility shall remain in place for a period of three years after the completion of work which time starts with the Department receiving the Completion of Work Form.

GENERAL:

All work shall be performed in accordance with the 1988 Massachusetts Highway Department Standard Specifications for Highways and Bridges (English Edition); the Supplemental Specifications (English Edition), dated February 25, 2010; the 2010 Construction Standards; the current Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) with latest revisions; the 1990 Standard Drawings for Traffic Signals and Highway Lighting; and the American Standard for Nursery Stock Current Edition (ANSI Z-60.1-2004).

UNIFORMED POLICE OFFICERS SHALL BE IN ATTENDANCE TO DIRECT TRAFFIC.

All street approaches and driveways where disturbed shall be replaced conforming to original alignment, grade and materials.

The shoulder area shall be restored to a condition as good as existed prior to the work.

All grassed areas where disturbed shall be restored to as good condition as found by loaming and seeding.

Accommodation shall be made for the safety of pedestrian traffic during the work period.

Care shall be exercised to protect existing underground structures.

The bounds marked MHB shall not be disturbed or buried.

No trench shall be left open overnight. If it becomes necessary for said trench to be left overnight, then it shall be covered with steel plates.

No metal drums are allowed within the State Highway Layout.

All required signs and traffic warning devices, **including the use of arrowboard(s)**, shall be furnished by the Grantee. All signs and devices shall be in accordance with the current edition of the FHWA Manual on Uniform Traffic Control Devices. The number and location of all signs and devices shall be as deemed necessary by the Engineer for the safe and efficient performance of the work and the safety of the traveling public.

All warning devices shall be subject to removal, replacement and/or repositioning by the Grantee as often as deemed necessary by the Engineer.

Cones or non-reflectorized warning devices shall not be left in operational position on the highway when the daytime operations have closed. If it becomes necessary for the MassDOT Highway Division to remove any warning devices or appurtenances from the project due to negligence by the Grantee, all costs for this work will be charged to the Grantee.

Only a minimal amount of men and equipment shall occupy the State Highway location.

All vehicles excepting passenger cars which are assigned to the permitted project and which operate on the site at speeds of 25 mph or less shall have an official SLOW MOVING VEHICLE emblem displayed.

Only equipment to be used in the actual construction work shall be allowed within the State Highway location.

All personnel who are working in the State Highway Layout shall wear safety vests and hardhats.

The Grantee shall exercise this permit subject to all the rules and regulations made from time to time by the said MassDOT Highway Division and the Department of Public Utilities and nothing in the permit shall be construed as authorizing any installation or maintenance thereof except in strict conformity with all Federal, State and Municipal laws, ordinances and regulations.

The Grantee shall indemnify and save harmless the Commonwealth and MassDOT Highway Division against all suits, claims or liability of every name and nature arising at any time out of or in consequence of the Acts of the Grantee in the performance of the work covered by this permit and/or failure to comply with the terms and conditions of this permit whether by itself or its employees or subcontractors.

A copy of this permit will be made available at the project site at all times during the progress of work for inspection by Department Personnel. Should the Grantee or contractor not have a copy at the site, the work will be stopped until such permit is made available.

ALL OF SAID WORK SHALL BE DONE AS DIRECTED AND TO THE SATISFACTION OF THE ENGINEER FROM THIS DEPARTMENT.

(SEE ATTACHED SHEETS FOR ADDITIONAL CONDITIONS)

No work shall be done under this permit until the Grantee shall have communicated with and received instructions from the District Highway Director of the MassDOT Highway Division listed below.

District 3, 403 Belmont Street Worcester, MA 01604

Tel: (508) 929-3800, FAX: (508) 799-9763

www.mass.gov/orgs/highway-division



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



Approved Signature

A handwritten signature in cursive script, appearing to read "Barry Lorion", written over a horizontal line.

Barry Lorion by J.R.
District Highway Director

Date of Issue: February 22, 2019

Permit Expiration: Saturday, February 22, 2020

CITY/TOWN: **NATICK**

FROM: JASON BENOIT, ACTING MAINTENANCE ENGINEER

TO: C.S. III's, C.S.II's, & HWY REPAIR FOREMAN

Section: **"B"**

Enclosed please find permit # **3-2019-0146** relating to work within your Section. Please familiarize yourself with the contents, provisions, station to station limits, etc., of the permit in order to avoid violations with the permit regulations.

You are directed to inspect the subject project **DAILY** for the duration of the permit to insure the contractor conforms to the permit.

Your cooperation to the above policy is expected and essential for proper execution of the permit regulations.

Thank you.

Permit Office

Conditions Relating Particularly to Permits for the Laying of Pipes, Conduits, etc.

After any pipes, conduits, drains or other underground structures are laid, or any excavation is made in the roadway, the trenches or openings shall be properly back-filled with suitable material, the back-filling shall be thoroughly tamped, and the surface of the road over said structure shall be left even with the adjoining ground. If the work is done in cold weather no frozen material shall be used for back-filling.

Wherever the hardened surface of the roadway, gutters, or any part of the surface of the highway is disturbed it shall be replaced in as good condition as before it was disturbed, and if new materials are required they shall correspond with those already in place on the road.

Where service pipes are to cross the highway the connections shall be made without disturbing the hardened surface of the roadway, by driving the pipes under the roadway, or the service pipes shall be carried under and across the road in a larger pipe, unless otherwise ordered by the Engineer.

The Grantee shall maintain the surface of the roadway over said structures as long as the Department may deem necessary, until all signs of the trenches shall have been eliminated.

Conditions Relating Particularly to Permits for the Erection of Poles, Wires, and Overhead Structures, and the Cutting and Trimming of Trees

In the erection of pole lines, unless otherwise herein provided, no trees located within the limits of the State Highway shall be cut or trimmed. No guy wires shall be attached to trees without a special permit from the Department, and in no event shall they be so attached as to girdle the trees or in any way interfere with their growth. The wires shall be so protected at all times and places that they shall not interfere with or injure the trees either inside or outside the location of the highway.

Where the cutting or trimming of trees is authorized by this permit, only such cutting and trimming shall be done as may be designated by the Engineer.

In the construction or reconstruction of pole lines no guy wires shall be erected nearer to the surface of the ground than six feet; provided, however, that the owners of such lines may maintain such guy wires at a lower elevation than six feet from the ground until such time as the Department shall notify them to remove said wires or to raise them to the elevation first stated.

In order to protect the trees through which any wires may pass, said wires shall be insulated and such other tree guards used as may be directed by the Engineer.

Where high tension wires are erected under this permit, they shall be so located that, under conditions of maximum severity as regards a coating of ice or snow, there shall be a space of at least eight feet between such high tension wires and other wires.

The Grantee shall, within sixty days from the date of completion of the work, file in the office of the Department a plan showing the location of each pole erected in accordance with the permit, said plan to be of such form as the Department may direct.

Page 2 of 3

General and Additional Conditions

Whenever the word "Department" is used herein it shall mean the MassDOT Highway Division.

Whenever the word "Engineer" is used it shall mean the District Highway Director or other authorized representative of the Department.

Whenever the word "Grantee" is used herein, it shall mean the person or persons, corporation or municipality to whom this permit is granted to or their legal representatives.

During the progress of the work all structures underground and above ground shall be properly protected from damage or injury; such barriers shall be erected and maintained as may be necessary for the protection of the traveling public; the same shall be properly lighted at night; and the Grantee shall be responsible for all damages to persons or property due to or resulting from any work done under this permit.

Except as herein authorized, no excavation shall be made or obstacle place within the limits of the State highways in such a manner as to interfere unnecessarily with the travel over said road.

If any grading or sidewalk work done under this permit interferes with the drainage of the State highway in any way, such catch basins and outlets shall be constructed as may be necessary, in the opinion of the Engineer, to take proper care of said drainage.

Wherever the hardened surface of the roadway is disturbed and the Engineer may consider it necessary or advisable to do so, said surface will be restored by the employees of the Department, at such time as the Department may direct, and the expense thereof shall be borne by the Grantee, who shall purchase and deliver on the road the materials necessary for said work if and when directed by the Engineer. All payments to material men and to laborers, inspectors, etc., employed by the Department for or on account of the work herein contemplated shall be made by said Grantee forthwith on the receipt of written orders, pay rolls, or vouchers approved by the Department.

IF THE GRANTEE DOES ANY WORK CONTRARY TO THE ORDERS OF THE ENGINEER, AND, AFTER DUE NOTICE, FAILS TO CORRECT SUCH WORK OR TO REMOVE STRUCTURES OR MATERIALS ORDERED TO BE REMOVED, OR FAILS TO COMPLETE WITHIN THE SPECIFIED TIME THE WORK AUTHORIZED BY THIS PERMIT, THE DEPARTMENT MAY, WITH OR WITHOUT NOTICE, CORRECT OR COMPLETE SUCH WORK IN WHOLE OR IN PART, OR REMOVE SUCH STRUCTURES OR MATERIALS, AND THE GRANTEE SHALL REIMBURSE THE COMMONWEALTH FOR ANY EXPENSE INCURRED IN CORRECTING AND/OR COMPLETING THE WORK OR REMOVING THE STRUCTURES OR MATERIALS.

ALL OF THE WORK HEREIN CONTEMPLATED SHALL BE DONE UNDER THE SUPERVISION AND TO THE SATISFACTION OF THE MASSDOT HIGHWAY DIVISION, AND THE ENTIRE EXPENSE THEREOF SHALL BE BORNE BY THE GRANTEE.

On the completion of the work herein contemplated all rubbish and debris shall be removed and the roadway and roadsides shall be left neat and presentable and satisfactory to the Engineer.

The Department hereby reserves the right to order the change of location or the removal of any structures authorized by this permit at any time, said change or removal to be made by and at the expense of the Grantee or its/their successors or assigns.

Page 3 of 3

This permit may be modified or revoked at any time by the Department without rendering said Department or the Commonwealth of Massachusetts liable in any way.

The Grantee shall pay the salary, subsistence and traveling expenses of any inspector appointed by the Department to supervise the work herein contemplated.

All of the above conditions shall be applicable to the work herein authorized, unless the same are inconsistent with the conditions on the face of the permit, in which case the conditions written or printed on the face of the permit shall apply.

The acceptance of this permit or the doing of any work there under shall constitute an agreement by the Grantee to comply with all of the conditions and restrictions printed or written herein.

TO THE GRANTEE:

You may proceed with the work described in the accompanying Permit, which has been issued to you by the Massachusetts Department of Transportation.

Please read carefully the instructions printed on the three additional pages of the Permit and note particularly those conditions, which apply to the work authorized.

Your attention is also called to the time given for the completion of this work. If it should be desired to extend the time for doing the work or alter any of the conditions of the Permit, application for such changes should be made as soon as possible to this office.

Upon completion of the work outlined, please fill out the form given below, detach and mail to this office. (A sketch on the back of the form or on a separate sheet, showing the location of any structures installed should be submitted. This sketch should show the relative positions of the structure by measurements to definite points within the highway location). IF THIS NOTICE IS NOT RETURNED, THE LIABILITY ASSUMED UNDER THIS PERMIT WILL CONTINUE.

NOTICE: at least 48 hours prior to starting work, please contact the District #3 Permit Compliance Engineer Dave Blodgett at (617) 892-3640

Very truly yours,

Barry J. Lorion
Acting District Three Highway Director

TOWN of NATICK

Return to:

*District Three Permits Office
MassDOT / Highway Division
403 Belmont Street
Worcester, MA 01604*

CHC

Dear Sir:

Please be advised that the work authorized under Permit No. **3-2019-0146** issued by the Massachusetts Department of Transportation was completed in accordance with all the requirements of the Department on _____.

Signed: _____

NATICK
75 West Street
Natick, MA 01760

ITEM TITLE: Request to Occupy a Public Way for Installation of Mosaic Art Work - Carol Krentzman - Court Street (5/3-5/5/19)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Recommendation for Approval	4/23/2019	Cover Memo



Donna Donovan <ddonovan@natickma.org>

Re: Consent agenda permit for April 29, 2019

1 message

Brian Lauzon <lauzon@natickpolice.com>
To: Donna Donovan <ddonovan@natickma.org>

Wed, Apr 17, 2019 at 4:28 PM

Donna,

I have reviewed the project with Ms. Krentzman and would recommend approval of this request with the understanding that the sidewalk remain accessible to pedestrians and she coordinate with the other project that is scheduled to be completed on this particular building.

Respectfully,

Lt. Brian G. Lauzon

On Wed, Apr 17, 2019 at 3:55 PM Donna Donovan <ddonovan@natickma.org> wrote:

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

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

From: **Carol Krentzman** <carol@carolkrentzman.com>
Date: Wed, Apr 17, 2019 at 3:50 PM
Subject: Consent agenda permit for April 29, 2019
To: Board of Selectmen <selectmen@natickma.org>

Dear Board of Selectmen,

I would like to request a permit to occupy a public way for the purpose of installing a 12' x 54" public art mosaic on the side of the Fair & Yeager Building on Court Street at the corner of Adams Court, for which I already have obtained permission from Fair & Yeager. The dates of the installation are May 3rd & 4th from 8am to 4pm and on May 5th from 9am to 3pm. Jeff Olsen and Scott Libby, who are both professional contractors will be screwing 4 panels to the wall on Friday May 3rd. Jeff Olsen will be putting up his small scaffolding in the morning on all three days and taking it down in the afternoon. Kathleen Glennon, Jeff Curran and I will be tiling the seams on Saturday May 4th, and grouting the newly tiled areas on Sunday May 5th.

Thank you,

Carol Krentzman

--

Carol Krentzman Mosaics
www.carolkrentzman.com
carol@carolkrentzman.com
508-341-4180

ITEM TITLE: Request to Occupy a Public Way for Brickwork - Original Contracting - Adams Street
(5/1-8/23/19)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-Original Contracting	4/25/2019	Cover Memo
Updated Police Recommendation	4/29/2019	Cover Memo
Request & Police Recommendations	4/23/2019	Cover Memo



ORIGINAL CONTRACTING LLC

20 Main Street, Natick - Brickwork

(508)366-7888

P.O Box 176

Westborough, Ma 01581

Open items

Adams Street

Fix one (1) sill above Byrnes where wire is located
Anchor pipes to building
apply coating to precast sills and lintel

Court Street

One (1) Vent to rebuild with composite trim
Spot re-pointing (punchlist)
apply coating to precast, sill and lintel

Main Street

Finish re-pointing
apply coating to precast, sill and lintel
caulk windows and doors
Re flash (1) window where trim is falling off
Rebuild (3) vents with composite trim
Replace windows on the 4th floor

The reason we are asking for Four months is due to the weather being unpredictable. Hopefully, if the weather is agreeable we should be able to finish in much less time. The building is in pretty bad shape as we have found on the Adams Street and Court Street sides which greatly increased the scope of work.

We are expecting Main street to be the same. The Bricks on the building are pretty loose, most of the grout/mortar joints are disintegrating to sand. On the original scope of work we were only repointing approx. 11,000 sf of bricks. This total has almost doubled because of what we are finding.

We didn't finish the job last year because of constant bad weather and the additional work needed that was only discovered after repointing began. The bricks, lintels and bands on the building are in rough shape and there is definitely a lot of concern about older brick buildings, so we just want to make sure we complete the job safely.

Original Contracting's COO Adrian, and Lt. Lauzon spoke earlier and agreed that all of the equipment will be parked at a different site at night and that a space on Adams street will be assigned for the dumpster that is needed.

We will coordinate with Carol Krentzman to make sure that we do not interfere with the project that she is doing.

Thank you for this opportunity

Original Contracting LLC



Town of Natick 20 Main street Brickwork open items for meeting.docx
106K

Patricia O'Neil <poneil@natickma.org>
To: Thomas Kelly <tom@originalcontracting.com>

Thu, Apr 25, 2019 at 3:28 PM

Thank you. See you Monday.

[Quoted text hidden]

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

Sun, Apr 28, 2019 at 8:47 PM

Tish,

Please allow me to amend my recommendation that I submitted this past Monday regarding this project. After further review and thought, regarding what the applicant has portrayed as a very dangerous situation pertaining to the buildings brick facade along with the numerous extensions of this project and impacts it will have in and around Natick Center, I would like to recommend that this request first be first vetted by the Town's Peer review group that consists of not only the Police Department, but also the Fire Department, Building Department, Community Development, Selectmen's Office, Health Department, and others as may be necessary. There are a number of other projects and events either scheduled or on-going in that area that this request will have an affect on. I also have significant concerns regarding the safety of persons and property that may be impacted and suggest that the applicant, building owner, and possibly their architects or structural engineers be present to give us all a real perspective on what is occurring so that we can, as a group, make an informed recommendation to the Board prior to any permits being issued.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

Carol Krentzman <carol@carolkrentzman.com>
To: "poneil@natickma.org" <poneil@natickma.org>

Sun, Apr 28, 2019 at 9:57 PM

This is a Return Receipt for the mail that you sent to carol@carolkrentzman.com.

Note: This Return Receipt only acknowledges that the message was displayed on the recipient's computer. There is no guarantee that the recipient has read or understood the message contents.



Patricia O'Neil <poneil@natickma.org>

RE: Original Contracting finishing up Brickwork at 10-20 Main Street

10 messages

Thomas Kelly <tom@originalcontracting.com> Tue, Mar 26, 2019 at 10:57 AM
To: Patricia O'Neil <poneil@natickma.org>
Cc: Adrian Neerayah <adrian@originalcontracting.com>, Scott Kelly <scottkelly@originalcontracting.com>

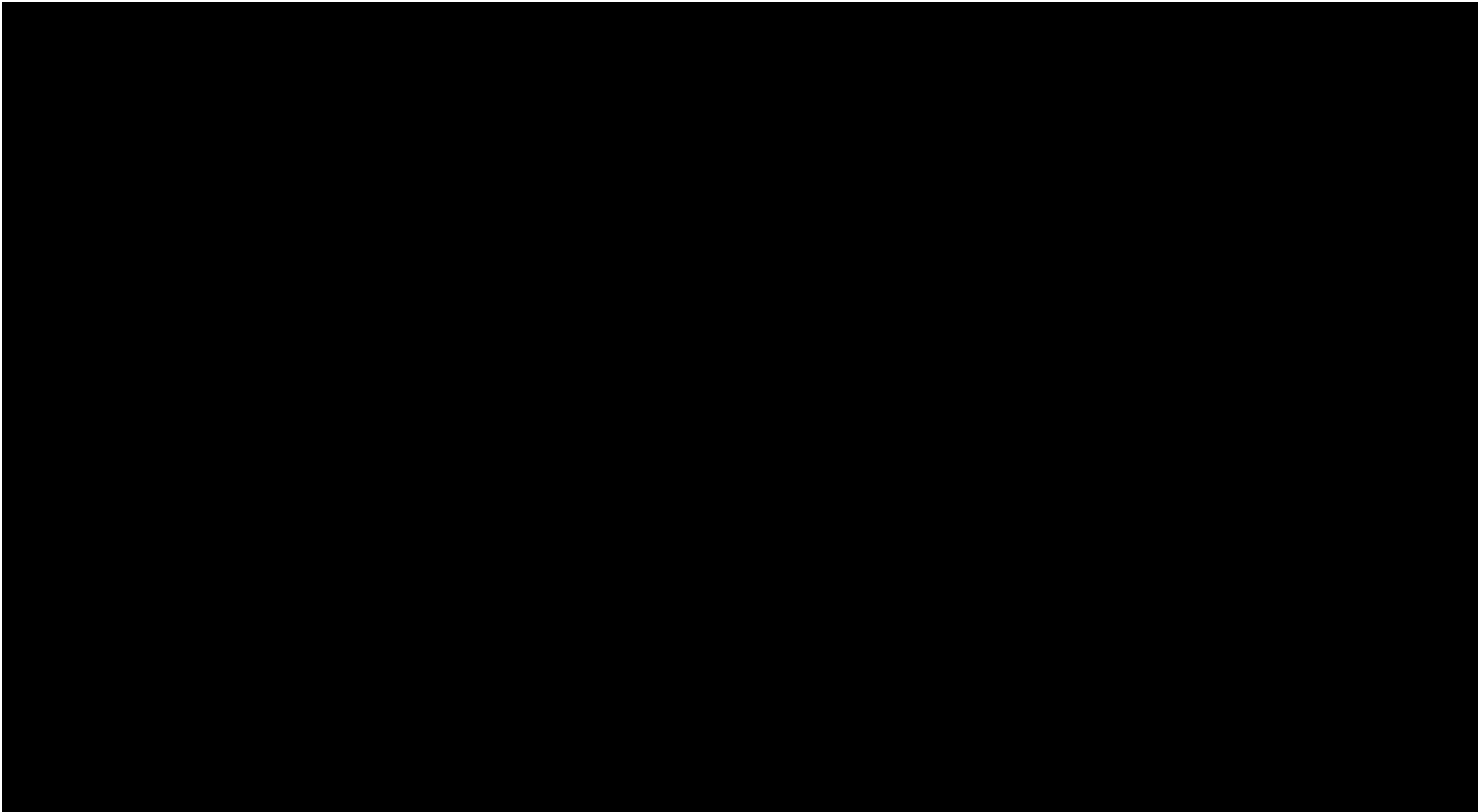
Hi Trish,

We are following up now that spring is almost here to get started on finishing up the Brickwork job that we were working on at 10-20 Main Street. Would you be able to put us on the agenda for the next Selectmen's meeting, so that we can set up a schedule to finish the project and also address the complaints about the project to make sure we do not have the same problems this time.

Please let me know

Thanks

Tom



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

████████████████████

114

[REDACTED]

██████████

████████████████████

Mon, Apr 1, 2019 at 10:04 AM

[Quoted text hidden]

114

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Mon, Apr 22, 2019 at 11:42 AM

Trish,

I spoke with Adrian by phone and expressed our concerns as they developed over the course of last years construction season. During our conversation Adrian agreed to find private property parking for his employees personal vehicles and all equipment. He just asked to keep a small dumpster on Adams Street. I told him that I didn't have a problem with that, but he had to coordinate with another project on that street so that the alley is accessible at all times by delivery trucks, passenger vehicles, and Fire Apparatus. Additionally we spoke about keeping pedestrian access available by way of the sidewalks. Their scaffolding should be such where it is illuminated and available at all times for pedestrians to safely walk beneath it. Last year they blocked off the sidewalks during the day and pedestrians were forced to walk in the street. I am also copying Mr. Gusmini on this email as he may have other restrictions he may want to see added to this permit. Lastly, they need to coordinate with Ms. Krenztman as she is asking to work on the same building with her mosaic art project beginning in May.

Respectfully submitted,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Request to Occupy a Public Way for Workers Credit Union Commercial - Element Productions - South Main Street & Common Street (4/30/19)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Recommendation for Approval	4/25/2019	Cover Memo
Map	4/25/2019	Cover Memo



Donna Donovan <ddonovan@natickma.org>

Fwd: Workers Credit Union Commercial at Common Cafe

1 message

Brian Lauzon <lauzon@natickpolice.com>
To: Donna Donovan <ddonovan@natickma.org>

Thu, Apr 25, 2019 at 12:46 PM

Donna,

After reviewing this request and speaking with Mr. MacLean we would recommend that the Board of Selectmen approve this request with the understanding that the applicant will contact Sgt. Forde about the hiring of one police detail officer so as to maintain a safe pedestrian crossing and allow use of the sidewalks adjacent to the bakery.

Respectfully,

Lt. Brian G. Lauzon

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

From: **Jeff MacLean** <nelocations@comcast.net>
Date: Wed, Apr 17, 2019 at 12:13 PM
Subject: Workers Credit Union Commercial at Common Cafe
To: <ddonovan@natickma.org>
Cc: <lauzon@natickpolice.com>

Donna,

Thanks so much for taking the time to meet with me. I am currently working with Element Productions (based out of Boston) on a Workers Credit Union commercial. We plan to film parts of the commercial inside the Common Cafe on Tuesday, April 30th. We'd look to start arriving as early as noon and be done by about 8pm. We'd like to park our work vehicles (4 cube trucks, 1 Winnebago and 5 equipment vans) at meters on S Main Street and Common Street. I have attached a Site Map with requested meters.

Thanks so much and please feel free to reach out at any time by cell at 617-510-5486 or e-mail to discuss further.

Cheers,

Jeff MacLean
New England Locations

617-510-5486
nelocations@comcast.net
<http://www.nelocations.net>



EleCommonCafeSiteMap.pdf
346K

**ELEMENT PRODUCTIONS
WORKERS CREDIT UNION COMMERCIAL
COMMON CAFÉ MAP**

**REQUESTED PERMIT TIMES:
TUESDAY, APRIL 30, NOON-8PM**

**COMMON
CAFÉ**

**METER SM-2, SM-3 & SM-4
6 SPACES
CLEAR FOR WORK VEHICLES**

**METER SM-10, SM-11 & SM-12
6 SPACES
CLEAR FOR WORK VEHICLES**

**METER C-7 & C-6
4 SPACES
CLEAR FOR WORK VEHICLES**



ITEM TITLE: Request to Site Food Truck on Home Depot Property - Douglas Gordon
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	4/26/2019	Cover Memo
Other Information	4/26/2019	Cover Memo
BOS Food Truck Policy	4/26/2019	Cover Memo
Food Truck Review Process-K. North	4/26/2019	Cover Memo

On Thu, Mar 21, 2019 at 4:11 PM Douglas Gordon
<<mailto:gordon.doug4@gmail.com>> wrote:

To Whom It May Concern;

I am writing to you today to ask permission from the Selectman to allow my annually licensed food truck (BOH & Fire) to be utilized at the Home Depo in Natick located at [339 Speen Street](#). I started this request process back on Jan 7th 2019 and have been waiting for approval to get on the agenda for the Board. We have received permission from H Depo store General Mgr Geoffrey Holden and have already discussed with Natick BOH as well as Natick Fire Dept so really we are just waiting on approval from the Board to make this opportunity work.

Although we are not set in stone as far as hours due to the unknown of H Depo buying partners I feel comfortable that we would look to open 10 am to say 6 pm M through Friday and 10 am to possibly 7 pm on weekends. The exact location has yet to be selected but it would be in the parking lot close to the contractors door in a location away from the front doors and far enough away from the building that would apply under the fire code. That stuff will be worked out once given permission to the exact location.

It is clear however that there is a public need for food at this very busy location. The staff themselves of 65+ people daily have no availability to run out now under there given time allotment and be able to enjoy there lunch break. That was very clearly portrayed to me as I have gone through this approval process.

As a brief back ground note, the approval process governed by the Board do not seem to coincide with the annual permitting process for both the BOH and the Fire Dept. I have stood in front of the board on several occasions and multiple day events and it was clearly stated and acknowledged. I realize this may take some time to change but I am asking the board to please expedite this process so that I may take advantage of the spring market and follow the guidelines as requested by H Depo Corporate.

I thank everyone for all there efforts in advance and I look forward to being able to discuss in front of the board and gain proper approval. Please find the chain of emails going back and forth with Patricia for your review. Thanks for your attention to this matter!

Sincerely,

Douglas Gordon

617-719-8034

<http://www.Bostoneventspecialists.com>

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

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

On Tue, Jan 8, 2019 at 2:22 PM <<mailto:gordon.doug4@gmail.com>> wrote:

Hey there Trish good afternoon! Just checking in to see how the feedback went and if I was able to get on Jan hearing date? Thx u greatly for your help.

On Jan 7, 2019, at 3:02 PM, Patricia O'Neil <poneil@natickma.org> wrote:

Hi Doug. Just to let you know, in addition to the public safety officer, I'm also going to get an opinion from Town Counsel. I'll be in touch.

On Mon, Jan 7, 2019 at 2:23 PM Douglas Gordon <<mailto:gordon.doug4@gmail.com>> wrote:

Thank you for your time today. please find the email with a brief overview I sent to the planning dept. I believe it provides enough of a breakdown of what we are looking to accomplish but happy to have a call and or a face to face meeting with your dept if requested. Thanks for your help on this and look forward to hearing back from you.

Thanks you for speaking with me today on the possibility of putting a food truck in the parking lot of H Depo. As a brief overview, we would like to have a food trailer there on a daily basis from 9 am to approximately 6pm daily in a parking space on there private property. The location will be determined by the store mgr and of course agreed upon by all governing bodies. We have been operating in the Town of Natick for many years and have never had any issues on more one or two day events but of course this would be more of an every day occurrence. The truck will be removed nightly to be restocked and properly sanitized in accordance with the BOH. Please find a brief run down of the governing bodies I have contacted and are still in the process of gaining approval. Most of which are more formalities where the Planning Board is something I would need to gain approval based on the current food truck vending by laws. I would like to formally request to be put on the docket for the Jan hearing.

Planning Board; Met and discussed with Ann Greel who has looped in Lt Brian Lauzon as part of the initial phase prior to meeting in front of the board.

Health dept; Met with Michael Boudreau and once approved from Planning will have trailer inspected, discuss menu etc. much like we do every time we operate in the Town.

Zoning; Discussed briefly with zoning and requested a letter in writing to further comment and discuss any potential issues. However, the trailer will

be removed nightly and will not be a temporary or permanent structure.

Fire Dept; Left message for Inspector Tanya Quigley-Boylan to discuss however our trailer is self contained and is inspected annually by proper certified authorities so the trailer itself I do not anticipate any issues.

H Depot; Have met several times with store mgr and has no problems carving up space that all parties deem as safe and in accordance with the proper by laws and regulations. There is a big demand for fast food items and has been for a very long time.

As a brief note, years ago there used to be vending by the check out counters only to give way to a brief couple years to a Dunkin Donuts. Thanks for your help on this and we appreciate the opportunity to show we can provide a valuable service to the Town of Natick.

Sincerely,

Douglas Gordon
617-719-8034

<http://www.Bostoneventspecialists.com>

Trish O'Neil
Executive Assistant
Town of Natick
[13 East Central Street](#)
[Natick, MA 01760](#)
P: 508-647-6410
F: 508-647-6401

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Rick Jennett
Boston
Director of Client Operations
O:508.661.6800 ext. 333 | C:508.397.9922
[280 Bear Hill Road | Waltham, MA 02451](#)
rjennett@smartsourcellc.com

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Patricia O'Neil <poneil@natickma.org>

Fwd: Food truck H Depot Natick

64 messages

Douglas Gordon <gordon.doug4@gmail.com>
To: poneil@natickma.org

Mon, Jan 7, 2019 at 2:23 PM

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].com

Patricia O'Neil <poneil@natickma.org>
To: Brian Lauzon <lauzon@natickpolice.com>
Cc: Karis North <knorth@mhtl.com>

Mon, Jan 7, 2019 at 2:48 PM

[REDACTED]

Karis, by way of explanation, I left a copy of the BOS Food Truck Policy for your review. We have a person who wants to put a food truck in a Home Depot parking lot on a regular, probably daily basis. I spoke with Josh Ostroff (who was on the BOS when the policy was developed for a food truck event in which multiple trucks were sited in the downtown area for a one-day event) via email and his thought was that the original intent of the policy was that a food truck on nonresidential private property, with the permission of the owner, did not require BOS approval. However, Lt. Lauzon brought up a good point -- even though on private property, food would be sold to the public. However, the Board of Health inspects and permits all food trucks for school events, soccer fields, football fields, etc. The Fire Dept signs off on the trucks, and the trucks have to be in locations permitted by zoning. The BOS hasn't typically been involved unless a truck is requested to be on town or public property.

Can I get an opinion from you as to whether or not Mr. Gordon would have to get the permission of the BOS for his proposal based on the policy, or whether BOH, Fire Dept, and Zoning are sufficient?

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

[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

[Redacted]

[Redacted]

[Redacted]

Brian Lauzon <lauzon@natickpolice.com>
To: Patricia O'Neil <poneil@natickma.org>
Cc: Karis North <knorth@mhtl.com>

Tue, Jan 8, 2019 at 9:59 AM

Trish and Karis,

I am interested in seeing if the Selectmen's policy actually is intended for regulating food trucks on private property, and enforceable for those areas. Over the years we have had a number of trucks set up on private properties, especially during large scale events, and for public safety purposes such as vehicle and pedestrian safety and access it would be important for us to have some oversight in what is actually going on.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

Karis North <knorth@mhtl.com>
To: Brian Lauzon <lauzon@natickpolice.com>, Patricia O'Neil <poneil@natickma.org>

Tue, Jan 8, 2019 at 10:01 AM

IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS and other taxing authorities, we inform you that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (I) avoiding penalties that may be imposed on any taxpayer or (II) promoting, marketing or recommending to another party any transaction matter addressed herein.



Please consider the environment before printing this e-mail.

[Quoted text hidden]

Patricia O'Neil <poneil@natickma.org>
To: Karis North <knorth@mhtl.com>

Fri, Mar 22, 2019 at 10:23 AM

Karis, I've attached the BOS food truck policy. Also attached is the state sanitary code, which is what the Board of Health goes by to issue a license for a mobile food operation. The BOH issues both temporary and annual licenses but the BOS does not approve these. The BOS policy was put together several years back when Josh Ostroff organized a food truck festival where multiple food trucks were brought into the center for one day. We have had people inquire about parking a food truck on a public way, and that would require approval by the Selectmen.

I spoke with Mike Boudreau in the BOH yesterday. Although Mr. Gordon is looking to put his truck on private property, it would still have to meet all the requirements of the BOH. And Lt. Lauzon has safety concerns related to parking, traffic, etc. so he feels there should be some review in that sense. However, I don't know that the BOS actually needs to approve the siting of a food truck on private property. Perhaps it should just be handled as the other food trucks are -- through the BOH, which then notifies Police and Fire about where they will be located and ensures that all requirements have been met.

[Quoted text hidden]

2 attachments



Food Truck Policy Revised_Permanent 01.27.14.pdf
103K



State Sanitary Code-Mobile Food Operations.pdf
708K

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

TOWN OF NATICK
FOOD TRUCK POLICY
Revised January 27, 2014

1. Intentions

It is the intent of the Town of Natick in establishing this trial policy to regulate the location and operation of mobile food vending services so as to achieve the following goals:

- A. Encourage new investment and economic activity in Natick
- B. Support and grow opportunities for existing restaurants and food businesses
- C. Anticipate demand for Food Trucks by residents, employees and visitors
- D. Provide for siting Food Trucks on public and/or private property
- E. Encourage use of existing town assets and amenities in siting of Food Trucks
- F. Encourage partnerships with associations and organizations
- G. Anticipate Food Trucks in various locations throughout Natick

2. Definition

- A. Food Truck: a readily movable trailer or motorized wheeled vehicle, currently registered with the Massachusetts Division of Motor Vehicles, designed and equipped to cook, prepare, and serve food.

3. Master Agreement Provision:

- A. The Town of Natick may grant approval for Food Trucks as part of any license or agreement to use Town Property, subject to the approval of the Board of Selectmen as licensing authority.

4. Locations

- A. Food trucks may be located on privately owned non-residential property, subject to applicable zoning bylaws, with the approval of the property owner. A food truck may not be located in any portion of a parking lot when and where such location would prevent the use of required parking spaces during the regular hours of operation of the primary businesses on the lot, unless the vendor provides documentation that the property would remain compliant with applicable parking requirements. The vending location shall not otherwise interfere with the movement of motor vehicles in the designated parking lot, nor with the safe movement of public safety vehicles and personnel.
- B. Except for the Natick Center Downtown Mixed Use and HOOP districts, Food Trucks may be licensed by the Board of Selectmen upon the recommendation of the Community Development Director or his designee.
- C. Within the Natick Center Downtown Mixed Use and HOOP districts, Food Trucks in Natick Center may be licensed in locations designated by the Board of Selectmen upon the recommendation of the Community Development Director or his designee,

who shall consult with Natick Center Associates prior to making such recommendation.

- D. Food Trucks shall be positioned on marked parking spaces and shall not block drive aisles, other access to loading and/or service areas, or emergency access and fire lanes. Food trucks must also be positioned at least 15' away from fire hydrants, any fire department connection, driveway entrances and alleys.
- E. Food Truck vendors shall comply with all local, county and state tax regulations, including but not limited to retail sales applicable to food and beverages.
- F. This Section shall not be applicable to canteen, coffee or ice cream trucks that move from place to place and are stationary for no more than fifteen minutes at a time.

5. Public Safety and Nuisance Prevention

- A. Food Truck vendors must obtain requisite licenses for operation from the Natick Health Department.
- B. Temporary connections to potable water are prohibited. All plumbing and electrical connections shall be in accordance with the State Building Code.
- C. Grease must be contained and disposed of in accordance with State Sanitary Code.
- D. Grey water must be contained and disposed of in accordance with State Sanitary Code.
- E. Food trucks must have a working fire extinguisher on board during hours of operation.
- F. Food trucks may not operate as a drive-in window operation.
- G. Trash and recycle receptacles shall be provided for customers and trash and recyclables removed from the site daily.
- H. If a food truck is proposed to operate after dark, the vendor must provide appropriate lighting.
- I. No signage shall be allowed other than signs permanently attached to the motor vehicle and a portable menu sign no more than 9 square feet in display area on the ground in the customer waiting area, located so as not to impede pedestrian movement and subject to applicable regulations.
- J. No food truck shall make or cause to be made any unreasonable or excessive noise or odor.

6. Permitting

- A. All licenses for food trucks must be coordinated through the office of the Board of Selectmen; the office will review applications and coordinate required permits and inspections, with the exception of Board of Health permitting.

- B. Food truck vendors must obtain requisite licenses for operation from the Natick Health Department.

7. Fees, subject to establishment and change by Town Meeting

- A. Annual Privilege Permit for Food Trucks operated by restaurants with a Common Victualers Permit issued by the Town of Natick: \$0
- B. Annual Privilege Permit for Food Trucks operated by businesses without a Common Victualers Permit issued by the Town of Natick: \$100
- C. One Time Permits: \$50
- D. Master Agreements including Food Trucks: fees subject to negotiation with the Board of Selectmen

Food Truck Review Process:

The request from Douglas Gordon is for approval of a food truck at the Home Depot at 339 Speen Street in Natick.

The Board of Selectmen are authorized to issue an Annual Privilege permit for Food Trucks at any location within Natick, including private property.

Mr. Gordon should submit an application for a Food Truck Annual Privilege permit to the Board of Selectmen, which includes the following information:

- Description of Truck and food services provided.
- Days of week and hours of Operation of Truck .
- Written approval from the private land owner to operate the Food Truck on the private property.
- Specific description, with map if possible, of where on private property food truck will be located. Indicate if utilizing existing parking spaces, locations of nearest crosswalks.
- Copies of other applications and, if applicable, subsequent approvals filed within the Town of Natick for the Food Truck (ie, the Board of Health, Zoning, Building).
- Fee in the amount of \$100 paid to the Town of Natick (unless Mr. Gordon already has a Common Victualers Permit issued by the Town of Natick, then there is no fee).

Once received, the BOS will submit copies to the Zoning Enforcement Officer, the Board of Health, the Building Department, and the Parking Safety Officer for review, or to indicate that review has previously been completed. Those Departments should review the application, based on the issues set forth in the Town of Natick Food Truck Policy

Once all of the above-reviews have been completed, the BOS will review the complete file and may issue the Annual Privilege permit.

ITEM TITLE: Steve Levinsky, Natick Center Cultural District-Quarterly Update
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
2019 First Quarter Update	4/25/2019	Cover Memo
Request-A. Pandolf	2/27/2019	Cover Memo

2019 First Quarter Report

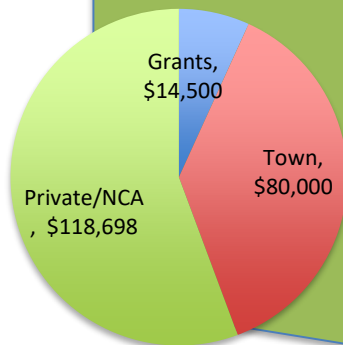
Highlights

- Annual Fundraiser
- ArtWeek Events
- Creative Placemaking – Call to Artists
- Holi Festival
- Natick Nights
- Multicultural Day
- Nomination for 2019 Commonwealth Award, Chronicle episode & Boston Magazine highlight of Natick.

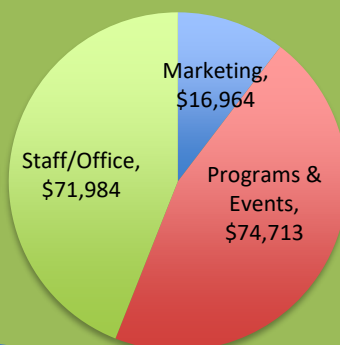
Sponsored Programs

- Year-round Farmers' Markets
- ArtWeek Events
- Holi Festival
- Natick Nights
- ArtWalk
- Natick International Film Festival
- PorchFest
- Historical Walking Tours
- Muticultural Day
- Innovation Nights

Revenue



Expenses



Partnered Programs

- Innovation Nights
- Natick Artists Open Studios
- Natick Days
- Concerts on the Common
- 4th of July Celebration
- Spooktacular
- Natick Earth Day Festival
- Holiday Lighting Celebration



Natick Center Cultural District Guiding Principles and Goals

Values

We believe that supporting arts and culture is pivotal to creating a **sustainable economic engine** in Natick Center, and that the success of the Natick Center Cultural District will improve the downtown area for **everyone's benefit**.

Vision

Natick Center will be a **cultural hub** of MetroWest, serving as a regional destination for arts, culture, dining, shopping, business, special events and community gatherings **for residents and visitors** alike.

Mission

To cultivate a **lively and diverse downtown neighborhood** by enhancing the cultural, economic and social life of our community.

We are led by an **innovative partnership** of public, private, non-profit and cultural voices.

STRATEGIC GOALS

Culture

Develop programs & events...foster creative partnerships

Community

A popular destination...connect as a community

Economic Development

Catalyst for attracting new businesses

Governance

Alliance of landlords, merchants, artists & government

2018 PRIORITIES

- Enhance offerings downtown with pilot PorchFest program and Natick International Film Festival.
- Expand wayfinding opportunities with the Creative Placemaking Call to Artists.
- Updated NCCD Website
- Actively partner with economic development initiatives & EDC dept.
- Secure additional grant funding through AARP & local sponsorships.
- Deepen collaborative relationships





Natick Center Cultural District
20 Main St. Suite 208
Natick, MA 01760
508.650.8848
www.natickcenter.org

February 12, 2019

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

RE: NCCD Quarterly Update

Dear Natick Board of Selectmen,

The Natick Center Cultural District is requesting to be placed on the agenda for March 4th to update the BOS on the activities of the Natick Center Cultural District. At this time, Steve Levinsky will be presenting the latest report to the Board.

We appreciate your time in this matter.

Sincerely,

Athena Pandolf
Executive Director
Natick Center Cultural District
20 Main St., Suite 208
Natick, MA 01760

ITEM TITLE: Proposed BOS Recommendation to Town Administrator to Close Town Hall at 11:00 p.m. Monday-Thursday

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Proposal-S. Salamoff	4/9/2019	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Fwd: Proposal to Recommend Town Hall Close at 11:00 p.m. Monday - Friday, Agenda April 16, 2019.

1 message

Sue Salamoff <ssalamoff@natickma.org>

Mon, Apr 8, 2019 at 2:05 PM

To: Melissa Malone <mmalone@natickma.org>

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

FYI

Sue

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

From: Sue Salamoff <ssalamoff@natickma.org>

Date: Mon, Apr 8, 2019 at 12:43 PM

Subject: Proposal to Recommend Town Hall Close at 11:00 p.m. Monday - Friday, Agenda April 16, 2019.

To: Michael Hickey <mhickey@natickma.org>

It is in the interests of Natick citizens, volunteers elected and appointed and the employees of the town that the work of Town Boards, Committees and Commissions be conducted during reasonable hours. Access to government means hours that a person may be expected to be present to speak on an issue, participate as a decision maker or just observe their government in action. Additionally, it is reasonable to suggest that the decision making process is not always at it's best when meetings extend beyond 11 p.m.

Sue

--

Susan G. Salamoff, Vice Chair
Natick Board of Selectmen

Please note that emails are considered a public record.

--

Susan G. Salamoff, Vice Chair
Natick Board of Selectmen

Please note that emails are considered a public record.

ITEM TITLE: Electricity Aggregation Program Update
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Update Announcement	4/25/2019	Cover Memo
Press Release	4/25/2019	Cover Memo
Opt-Up Flyer	4/25/2019	Cover Memo
Memo to Board-J. Wilson Martin	4/25/2019	Cover Memo

NATICK ELECTRICITY AGGREGATION PROGRAM UPDATE

The Town of Natick has awarded its electricity aggregation program contract to the lowest bidder, Direct Energy, for a term of 17 months beginning with July 2019 meter reads and ending with December 2020 meter reads. Customers can leave the program at any time with no penalty.

The contract provides fixed pricing for three offerings, including:

- The default Standard Green product, which includes 10% more renewable energy than required by the state, at ¢11.263 per kilowatt-hour
- A new 100% renewable energy option at ¢13.063 per kilowatt-hour
- The Basic/Brown product that meets the state's renewable energy requirements at ¢11.026 per kilowatt-hour

Customers have the opportunity to learn more and opt-up or opt-down to a program offering of their choice at masspowerchoice.com/natick

Natick Electricity Aggregation Program to offer lower prices and more renewable electricity

Natick, MA. Beginning with July 2019 electricity meter reads, the Natick Electricity Aggregation Program will lower program prices and offer an increased amount of renewable electricity. The changes are the result of a new 17-month contract with Direct Energy that will take effect as the current 12-month electricity supply contract ends. Program participants will be automatically enrolled into the new contract with Direct Energy and do not need to take any action.

Specific program changes will be as follows:

Standard Green, the default program offering, will now provide 10% additional renewable electricity, over and above the 14% minimum required by State law in 2019, for a total of 24% renewable electricity. At the same time, the price for Standard Green will lower to 11.263 cents/kWh, which is 0.164 cents/kWh below the current price. Most program participants are enrolled in Standard Green.

For Natick Basic, an option that is available on request, the price will lower to 11.026 cents/kWh, which is 0.273 cents/kWh below the current program price. Natick Basic does not include any additional renewable energy above the minimum amount required by State law and will continue meet that only minimum standard with the new contract.

A new 100% Green option will also be available on request and will provide 100% renewable electricity. The 100% Green option will include only renewable electricity generated by renewable energy projects in New England and will be available for 13.063 cents/kWh.

“This program is becoming an increasingly valuable tool for Natick’s efforts to fight climate change,” said Jillian Wilson Martin, the Town of Natick’s Sustainability Coordinator. “I’m proud that we are able to maintain Natick’s position as a sustainability leader in Massachusetts at the same time we can continue to provide Natick residents and businesses with competitive pricing, long-term price stability, and a trustworthy alternative to other electricity offers in the marketplace.”

Participants will first see the new prices and the name Direct Energy under the supply portion of their August 2019 Eversource bill, which covers electricity use in July. The prices are fixed until December 2020 meter reads. The new prices apply to all rate classes, including residential, small business, and large business accounts. Program prices only impact the supply portion of participants’ Eversource electricity bills. Delivery charges are not affected.

While the new contract with Direct Energy provides lower prices compared with the previous contract, savings compared with Eversource’s Basic Service price cannot be guaranteed. Eversource’s Basic Service price changes every 6 months for residential and small business customers and every 3 months for large business customers, and future prices are not known.

Customers who are currently enrolled in the program will be automatically enrolled under the new contract with Direct Energy. Customers who have their own supplier agreement or chose to opt out of Natick’s previous aggregation will not be automatically enrolled in the new contract, but they may be added to an enrollment waiting list by contacting the Town’s program consultants at 1-844-483-5004 or natick@masspowerchoice.com.

The Natick Electricity Aggregation Program is a group electricity purchasing program provided by the Town of Natick as a service to the community. Through the program, the Town of Natick chooses an electricity supplier for the community and determines the price for, and the amount of renewable energy in, the community’s electricity supply. The program provides a Town-vetted alternative to Eversource’s Basic Service and to other electricity supply offers in the marketplace. New electricity accounts in Natick are automatically enrolled in the program. The

Town of Natick does not receive any financial compensation from the program. All program participants have the right to opt out at any time.

Additional information is available at masspowerchoice.com/natick. Customer support is available from the Town's consultants by email at natick@masspowerchoice.com or by phone at 1-844-483-5004.

###



Join Us!

Choose 100% Green Electricity

- Town-vetted supplier
- Supports regional renewable energy projects
- Fixed price July 2019 - Dec 2020

OPT UP TODAY

masspowerchoice.com/natick

Price is 13.063 cents/kWh. This is less than the April 2019 Eversource Basic Service price of 13.588 cents/kWh. Savings in future months are possible, but not guaranteed.



Join Us!

Choose 100% Green Electricity

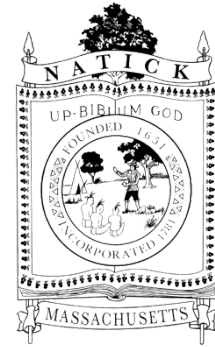
- Town-vetted supplier
- Supports regional renewable energy projects
- Fixed price July 2019 - Dec 2020

OPT UP TODAY

masspowerchoice.com/natick

Price is 13.063 cents/kWh. This is less than the April 2019 Eversource Basic Service price of 13.588 cents/kWh. Savings in future months are possible, but not guaranteed.

Memorandum



To: Natick Board of Selectmen
CC: Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator, Operations
From: Jillian Wilson Martin, Sustainability Coordinator
Date: April 18, 2019
Subject: New Electricity Aggregation Contract

Per the Board's decision on April 1, 2019, the Town of Natick solicited bids for its Community Choice Electricity Aggregation program. Bids were received on April 17, 2019 from five companies for a variety of terms.

Town Administration awarded the contract to the lowest bidder, Direct Energy, for a term of 17 months beginning with July 2019 meter reads and ending with December 2020 meter reads. Customers can opt out at any time with no penalty.

The contract provides fixed pricing for three offerings, including:

- Brown at ¢11.026
- Standard Green at ¢11.263
- All Green at ¢13.063

Note, the Standard Green product includes 10% more Class I renewable energy than required by the state's Renewable Portfolio Standard and is the default offering that all customers will automatically be enrolled into. The Brown offering meets the state's requirements and the All Green offering provides a 100% Class I renewable option. Residents may opt up or down to the Brown or All Green options.

It is also worth noting that the pricing for all of the offerings in Natick's new aggregation contract are lower than the current Eversource Basic Service price of ¢13.588. The Standard Green and Brown rates are also lower than the Town's current Standard Green rate of ¢11.427, meaning residents will experience a decrease in the cost of electricity beginning with July meter reads.

While savings cannot be guaranteed, we are hopeful the Standard Green and Brown offerings will deliver savings over the course of the new contract to Natick customers. Should savings occur, we expect the majority will be realized during the winter period of January 2020 – June 2020.

Information on program pricing and our new supplier will be communicated to the public via in-person meetings at the Community Senior Center, news alerts on the Town's website, e-newsletters and via community outreach events, including efforts at the upcoming Natick Earth Day festival.

Please do not hesitate to reach out with any questions. I can be reached directly at 508-647-6555 or via email at jwmartin@natickma.org.

ITEM TITLE: 2018 FATM Article 39: Amend Natick Town Charter: Natick By-Laws, Natick Zoning By-Laws: Appointment and Constitution of Zoning Board of Appeals, Division and Distribution of Powers, and Assignment of Counsel

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Summary-M. Hickey	4/29/2019	Cover Memo

M. HICKEY DRAFT – FOR BOARD DISCUSSION ON 4/29/19

Background

2018 Fall Annual Town Meeting Article 39 – “Appointment and constitution of zoning board of appeals, and assignment of counsel” – Sponsored by Julian Munnich, et al. – was referred to the Board of Selectmen (the “Board”) for their review of the following matters:

- Whether the Zoning Board of Appeals should be elected or appointed.
- If by appointment, whether by the Board of Selectmen, or by other appointing authority.
- Whether the number of Members and Associate Members should remain the same, or if some other number should serve.
- To review the current ZBA practice of not considering aspects of the Zoning Bylaw, and statute, beyond specific relief required that has been identified by the building commissioner.
- To review, and consider changes to, Town Bylaws Article 22, “TOWN COUNSEL”
- For the Board of Selectmen to draft a set policy, and or criteria, for intervening in the statutory functions of town bodies and their requisite access to Town Counsel.

Following referral, the Board tasked an informal (Board) working group comprised of Mr. Hickey and Ms. Salamoff to investigate the matters referred and report back (with the intent of reporting to Town Meeting at an appropriate time). Mr. Hickey contacted the Sponsor in January to advise him of the foregoing. (Mr. Hickey had spoken with the Sponsor prior to 2018 FATM about the intent of Art. 39.)

Discussion/Summary of Findings

Whether the Zoning Board of Appeals should be elected or appointed.

The Sponsor explained his view that the Town should consider (from an accountability standpoint) whether the ZBA ought to be elected (rather than appointed, as they are in Natick). Zoning Boards of Appeal are “quasi-judicial” boards, and the vast majority of municipalities provide for an appointed board – presumably to remove such Boards from the political process. As one commentator noted in a 2015 Boston Globe editorial on this question: *“It is notable that the section in state law governing zoning boards of appeals membership only references the appointment of members, not their election. In my opinion, that is because the Legislature rightly understood that zoning boards of appeals should not come under the sway of politics.”* Further, Mr. Hickey conducted an informal canvassing of other communities in the Commonwealth and found only one (1) in which the ZBA which is elected. It is noted that the Sponsor did not provide evidentiary support for the proposition that an elected ZBA would be a better model than an appointed ZBA. For these reasons, the Board finds no compelling reason to move to an elected ZBA model in Natick.

If by appointment, whether by the Board of Selectmen, or by other appointing authority.

The Sponsor expressed concerns about what goes into the Board’s appointment process; for example, whether Board members conduct an adequate level of due diligence prior to making appointments. The Sponsor noted that some televised “interviews” for appointment are brief affairs in which candidates are not questioned extensively, and he questioned whether a different appointing authority might conduct a more rigorous appointment process. Mr. Hickey suggests that this concern may stem from a lack of transparency and understanding relative to the manner in which the Board handles such

appointments. Often, the Board receives information about an applicant in advance of their open (televised) meetings. These materials include a statement of interest, background qualifications, resume, etc. These materials are typically reviewed by Board members in advance. Given that it's also often the case that the Board receives one (1) applicant for one (1) vacancy, provided the applicant appears to be well-positioned to serve, the "public interview" can be a rather cursory event. That said, Board members take great interest in the composition of the ZBA. In some cases, Board members have actively recruited residents to serve on the ZBA. And, at this time, the ZBA is comprised of a well-rounded group of professionals – including at least two (2) attorneys – (one, an expert in land use litigation and zoning; another, also an engineer) – a professional planner, a builder (residential construction), a manager of commercial construction projects, and a landscape architect. The Board respectfully suggests that the current composition of the ZBA demonstrates the Board's ability to assemble a qualified, dedicated and well-rounded group of volunteers to serve on the ZBA and carry out its functions in a capable and professional manner.

Whether the number of Members and Associate Members should remain the same, or if some other number should serve.

The Town increased the "size" of the ZBA years ago. It is our understanding that this was done, at least in part, with the intent of providing a better opportunity to handle an ever more demanding caseload and to deal with issues such as conflicts of interest as they arise. In any case, no evidence has been presented that returning to a smaller (e.g. 3-member) board will help the ZBA better manage its caseload. In fact, Mr. Hickey advises that, in his experience as a member of the ZBA for approximately ten years (including three as Chair), having a "larger" board (the ZBA is comprised of 5 Members and 3 Associates) provided better flexibility in navigating absences, conflicts of interest, scheduling challenges, etc. For these reasons, the Board finds no compelling reason to alter the size of the Natick ZBA.

To review the current ZBA practice of not considering aspects of the Zoning Bylaw, and statute, beyond specific relief required that has been identified by the building commissioner.

To better understand the concern behind this item, Mr. Hickey arranged an in-person meeting which included himself, Ms. Salamoff, the Sponsor, Mr. Jackowitz (Chair of the ZBA), Mr. Errickson (Community & Economic Development Director), and Mr. Gusmini (Building Commissioner). This led to a productive discussion, during which meeting attendees sought to understand each other's perspectives relative to roles and responsibilities. The Sponsor indicated that he felt the ZBA sometimes took a somewhat narrow approach to certain cases – specifically, declining to consider issues that were not expressly before it for consideration or relief. Mr. Jackowitz felt that it is not for the ZBA to conduct a "de novo" zoning analysis – whereby the ZBA would look for potential violations or issues outside the specific relief being requested. Mr. Jackowitz further noted that the ZBA is "not an enforcement board" – and that the enforcement of the Town's Zoning Bylaws is the Building Commissioner's responsibility (i.e., as the "Code Enforcement Officer"). Meeting attendees then discussed specific case examples where there appeared to be genuine disagreement as to whether the "right" result was reached. The Sponsor indicated that he was concerned by certain instances in which he had learned of certain ZBA cases – including those which may be of interest to the Planning Board – from informal discussions "on the street". Mr. Hickey then inquired whether the Planning Board was still advised of pending ZBA cases. The Sponsor advised that this was no longer done (as it was when Mr. Hickey served on the ZBA), and that this practice had evidently been discontinued by a past Planning Board Chair. Mr. Hickey suggested

that the practice was useful in the sense that it encouraged communication between these two “sister”-boards, and recalled that the Planning Board would, at times, offer useful recommendations to the ZBA relative to pending cases – in particular, relative to cases requiring review/relief by both boards. It was therefore agreed that this practice should be reinstated. It was also suggested by the Sponsor that abutter notices could be crafted in a manner which provides more detailed information and encourages citizen engagement. It was therefore agreed that such notices would be revised to include language encourage abutters to review files/applications in advance of scheduled meetings, and to raise any questions and/or concerns with the Building Department. In summary, it appears that there are certain philosophical differences of opinion relative to the ZBA’s role, and also valid concerns relative to room for improved communications among Planning and Zoning Board members and support staff. The Board encourages these key stakeholders to consider best practices and to find ways to ensure better collaboration, and mutual understanding relative to their respective roles and responsibilities. The Board offers its continued support for this effort.

To review, and consider changes to, Town Bylaws Article 22, “TOWN COUNSEL”

(and)

For the Board of Selectmen to draft a set policy, and or criteria, for intervening in the statutory functions of town bodies and their requisite access to Town Counsel.

The Board is taking a number of steps at this time to take a fresh and objective look at Town Counsel services, the Town Counsel model as a whole, and key Town stakeholder access to the legal advice and services they require. The Board has appointed a Town Counsel Screening Committee (officially formed as of April 3, 2019), and it has engaged the Collins Center based out of the University of Massachusetts Boston to interview key stakeholders about legal services and various issues relating thereto. Further, the Board is actively considering the appointment of a Town Counsel Study Committee to review, study, analyze and report on possible changes to the Town Counsel model – with a scope that would encourage collaboration with the Town Counsel Screening Committee and the Collins Center. In short, the Board is fully-engaged in a responsive effort to examine the Town Counsel model holistically. The Board therefore recommends that these various efforts be allowed to take their course and looks forward to receiving and considering the findings and recommendations that result. The Board further welcomes the Sponsor’s engagement with these efforts.

ITEM TITLE: Town Counsel Study Committee - Proposed Charge and Composition
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Proposed Charge & Composition	4/25/2019	Cover Memo

Move that the Board of Selectmen (the “Board”) establish a Town Counsel Study Committee (“Study Committee”) to study, advise on, develop and recommend possible changes to provisions of the Town Charter (the “Charter”) and/or Town Bylaws (the “Bylaws”) relating to Town Counsel, including, without limitation, Article 22 (Town Counsel) and Article 44 (Conflicts Between Town Agencies) of the Bylaws.

Such Committee to be consisting of seven (7) members, who are residents of the Town, comprised of:

- One representative nominated by the Moderator;
- One representative nominated by the School Committee;
- One representative nominated by the Zoning Board of Appeals;
- One representative nominated by the Planning Board; and

Three members of the public (who may be Town Meeting members or from other volunteer boards and committees but not otherwise Town employees) to be selected by the Board.

In selecting the three members of the public, the Board shall review the four nominees provided above and insure that at least two members of the overall Committee shall be members of the Massachusetts Bar in good standing and at least three members of the Committee shall not be current or previous members of the Massachusetts Bar.

And that the Board may appoint members of the public or of other boards and committees in the event nominations are not made.

Said Committee to have reasonable access to Town Counsel, for those matters not involving any possible conflicts of interest under applicable laws or rules (including, without limitation, the rules governing attorney conduct), and to staff from within the Administration for resource support and interviews.

Said Committee shall have the responsibility and authority to evaluate all matters connected to the office of Town Counsel under the Charter and Bylaws.

Without limiting the generality of the foregoing, said Committee shall have the responsibility and authority to:

- i) interview Town agencies who are authorized to request the advice or services of Town Counsel;
- ii) evaluate whether Town Meeting should have its own independent legal counsel;
- iii) evaluate whether parties requiring the advice or services of Town Counsel have reasonable access to same;
- iv) distinguish, if possible, between services and advice;
- v) analyze whether the authority to settle litigation should reside solely with the Board on all matters;
- vi) consider whether the selection and appointment of Town Counsel should include any other elected town agency/ies;
- vii) consider whether any terms and provisions of the Bylaws unduly impede any elected Town official's (or agency's) access to the services of Town Counsel;
- viii) consider whether certain legal functions might be appropriate to be performed by an internal Town employee and, if so, conduct a cost benefit analysis of changing all or part of the Town Counsel function to such an internal Town employee;
- ix) engage with the Town Counsel Screening Committee and/or the Collins Center based at UMass Boston as such Screening Committee and Center proceed with their respective work;
- x) identify, if determined advisable by the Committee, such changes required to be made to the Charter and Bylaws in order to make all or any part of the office of Town Counsel a Town employee and/or to implement any recommendations that the Committee may make; and
- xi) identify potential Charter changes regarding Town Counsel at least 10 weeks before the start of 2019 Fall Annual Town Meeting.

Said Committee to report to the Board not less than three (3) months prior to 2020 Spring Annual Town Meeting.

ITEM TITLE: Alleged Alcohol License Violation - P.F. Chang's

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Alleged On-Premises Alcoholic Beverage License Violation-Lt. Brian Lauzon	4/24/2019	Cover Memo

Ref: 19-9-AR

To: Town of Natick Local Licensing Authority/Board of Selectmen
From: Lt. Brian G. Lauzon
Subject: Alleged On-Premise Alcoholic Beverage License Violation
Location: PF Chang's China Bistro at the Natick Mall/1245 Worcester Street

This investigation originated from the following Natick Police Department response:

On January 7th, 2019 at approximately 8:29pm Natick Police Officers responded to the interior of the Natick Mall near PF Chang's China Bistro to investigate an intoxicated patron that was "*being loud*".

Upon Arrival, officers were met by Natick Mall Security Officers outside the Mall's exterior doors and were advised that other Natick Mall Security Officers were currently escorting a male from the second floor.

As Natick Police personnel entered the Mall they found a security officer sitting with a male party on a couch outside the Met Bar and Grill. Responding officers noted that the male party appeared "*disheveled, slouching and speaking in a heavy slur*". When asked what was going on, the male party in question related to the officers that he had "*some drinks*" and was headed to his hotel "*The Sheraton*" even though he pointed toward to the Hampton Inn. The subject further related he was in Town for business and that he was staying at the hotel alone. It should be noted that this patron was in fact determined to be a Town of Natick resident.

During their encounter with this male, officers additionally noted that he had a "*strong odor of an alcoholic beverage emanating from his person, as well as the presence of a very distinct black eye that appeared old, along with a small bump over his right eye that may have been new*".

Based on this encounter officers determined the male to be "*incapacitated by the consumption of alcohol*" and placed him in protective custody. The male was transported to Natick Police Headquarters. At this location he was afforded to the opportunity to take a voluntary chemical breath test. During this test, administered by a trained and certified department breath test operator, the male scored a .348, almost 3.5 times the legal level of **incapacitation**. As a point of reference .08 BAC is the legal standard in this state for intoxication/OUI, .10 is the legal standard for incapacitation/protective custody.

During a follow-up investigation it was determined that the male in question had been escorted, immediately prior to the officers arrival, **directly** from PF Chang's China Bistro Restraint by Natick Mall Security Officers. This was done at the request of PF Chang's Manager Maxwell Rooney, who was present, and had refused to serve the patron in question any more alcohol. In speaking with Mr. Rooney it was determined that Mr. Rooney had never spoken with the male subject himself, but had been advised by one of his bartenders (Alexandre (Sasha) Willk) that the male had "*begun to show signs of intoxication*". Mr. Rooney related the male had **arrived at PF Chang's at approximately 6:15pm** and was escorted **out by security at 8:30pm**. Mr. Rooney related that during the 2hrs and 15 minutes the male was in the Restaurant, seated in the lounge area, he was served a coke, **2 Stella Artois beers** and **2 Makers Mark whiskeys (2oz pours)**. Mr. Rooney further related that the male patron ate 4 pork dumpling's and a chicken lettuce wrap. As a result of the bartenders observations Mr. Rooney directed him to "**put water in front of him**". Mr. Rooney related that the male patron then became **loud, disruptive and began yelling at the television** as well as the bartender "**ordering him to bring another beer and calling him an idiot**". Mr. Rooney related that he attempted to get the male patron a ride back to the Hampton Inn, but as a result of his demeanor called Natick Mall Security instead.

Ref: 19-9-AR

Review of the CCTV cameras footage shows the male patron walking into the Restaurant "*with little problem*", but "*needing assistance upon exiting*". The footage also shows this male patron drinking almost the entire time he was inside the Restraint.

Upon review of the Bartenders (Willk) employment packet it appears that he has been working at PF Chang's for 2 years.

During an interview with Willk, he related additionally that "the patron drank the whiskey then chased it with the beer over approximately an hours time", "After finishing the first round, he ordered a second of the same, as well as some chicken lettuce wraps." Willk related it took the patron about another hour to finish this round, at which time the patron started acting out a bit and showing signs of intoxication. When asked what he perceived as signs of intoxication, Willk related the patron started to become loud, yelling at the TV, mimicked a baby crying as a mother and crying infant walked behind him and ultimately became verbally abusive toward Willk.

CCTV footage has been reviewed by myself, along with the Restaurants receipt for this event.

On Friday, February 22, 2019 I went to the restaurant and spoke with the establishments Manager of Record, Mr. Nick Weider. I informed Mr. Weider why I was there and asked to see his servers Alcoholic Beverage Training Certificates. Mr. Weider presented me with a binder that they are kept in. We both searched for Mr. Willk's and could not find one. I explained to Mr. Weider the Town's written policy on server training. We also spoke briefly about a past incident at the restaurant that resulted in an over-serving violation where the restaurants license was suspended. Mr. Weider related he was aware of that incident. Mr. Weider told me he would contact Mr. Willk, get his training certificate, and send me a copy. I informed Mr. Weider that this was very important, time sensitive, and I wanted to wrap this investigation up. Mr. Weider related he would be in touch with me by Monday of next week. I left Mr. Weider with my contact card, which contains my office and cell phone numbers, and my email address.

By the following Tuesday, February 26, 2019 I had not been contacted by Mr. Weider, so I returned to the restaurant. Mr. Weider was not on duty, so I met with the on-duty manager Mr. Maxwell Rooney. Mr. Rooney related that Mr. Weider was not in today. I explained to Mr. Rooney my purpose for the visit. Mr. Rooney related he was aware that I had been in on Friday. I asked Mr. Rooney if he had been given a copy of Mr. Willk's training certificate, which he related "No." Mr. Rooney related though that Mr. Willk was working and he would ask him for it. Mr. Rooney then approached a male bartender behind the opposite end of the bar from where I was standing and they proceeded to have a conversation. When Mr. Rooney returned he informed me that he did not have a current training certificate. I asked Mr. Rooney if the person he had been speaking with was Mr. Willk, and he related "Yes." I asked Mr. Rooney "If I was in on Friday asking for this document ion from Mr Weider, and it was now Tuesday, why was Mr. Willk still serving?" Mr. Rooney could not answer that. I informed Mr. Rooney that Mr. Willk serving alcoholic beverages was a continued violation of Town policy that the Manager of Record received a copy of during the recent license renewal. Mr. Rooney related he understood. I strongly suggested to Mr. Rooney that he may want to remove Mr. Willk from those duties until he receives his proper certification.

A number of unsuccessful attempts have been made by the original reporting Natick Police Officer to reinterview the incapacitated patron in question. It is our understanding that this patrons spouse has

Ref: 19-9-AR

communicated to this officer that her husband is in a in-patient treatment facility for medical issues and unavailable to speak with us further.

PF Changs management has not cooperated further with this investigation and has not contacted this reporting lieutenant as of the final submittal of this report, 4/23/2019.

Conclusion

Due to the involved patrons extreme intoxication by alcohol (A diminished ability to act with full mental and physical capability because of alcohol or drug consumption), and proof of his last place being served said alcohol being PF Chang's at the Natick Mall, a licensed establishment in the Town of Natick, I allege that this licensed establishment violated Massachusetts General Law Chapter 138 section 69 in this instance, which reads "No alcoholic beverage shall be sold or delivered on any premises licensed under this chapter to an *intoxicated* person".

Furthermore, I allege that the licensed establishment violated the Town of Natick's policy regarding training for dispensers and sellers of alcoholic beverages (dated October 14, 2014) by allowing an employee, Sasha Willk, to engage in the sales, pouring or service of alcohol without participating in and receiving certification by one of the identified training programs in said policy. The policy is also clear that all employees engaging in this work shall be re-certified by an approved training program or in-house trainer at intervals of no more than three (3) years.

I recommend to the Licensing Authority that an administrative hearing be held to address these allegations and determine further action.

Respectfully submitted,

Lt. Brian G. Lauzon

ITEM TITLE: Nominate Virginia Seery for Reappointment to the Leonard Morse Grants Panel

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence from MW Health Foundation	4/25/2019	Cover Memo
Application	4/25/2019	Cover Memo

METROWEST HEALTH FOUNDATION

161 Worcester Road, Suite 202
Framingham, MA 01701
508.879.7625 fax: 508.879.7628
www.mwhealth.org

April 10, 2019

Melissa Malone
Town Administrator
Town of Natick
13 East Central Street
Natick, MA 01760

Dear Melissa:

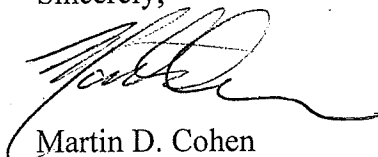
I am writing to inform you that as of May 31, 2019, the current three-year term of Natick resident Virginia Seery as a member of the MetroWest Health Foundation's Leonard Morse Grants Panel will expire. Ms. Seery has been a wonderful addition to the Panel and is eligible to serve one additional term.

In accordance with the foundation's bylaws, four of the five slots on the Leonard Morse Grants Panel must come from nominations from the Natick Board of Selectmen. The foundation's board of trustees will make the final selection of members from these nominations.

Nominations should be sent to Anna Cross, Chair of the Nominating Committee at the address above. A description of the roles and responsibilities of the Leonard Morse Grants Panel is attached. I would also be happy to meet with you or the selectmen should there be any questions about the foundation's work and that of the Leonard Morse Grants Panel.

We look forward to receiving nominations from the Board of Selectmen.

Sincerely,



Martin D. Cohen
President/CEO

METROWEST HEALTH FOUNDATION

Position Description

Position Title: Leonard Morse Grants Panel Member

Brief Description of Duties:

The five-member Leonard Morse Grants Panel oversees the distribution of certain restricted funds of the MetroWest Health Foundation which may, but need not be, exclusively focused on the needs of the Natick community. The Panel is responsible for ensuring that the use of these funds is in keeping with the mission and purposes of the Foundation, and is directed to meeting the unmet health needs of the Natick community.

Minimum Requirements:

Leonard Morse Grants Panel Members shall be Natick residents that possess skills and experience that can contribute to the purpose and mission of the Panel and Foundation. The Panel shall have a diversity of exposure and interests so as to reflect the broad interests of the Natick community. No Panel member shall represent any particular group or special interests except only the broad interests of the Natick community.

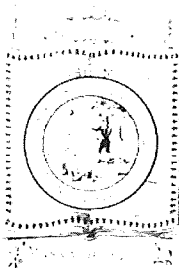
Specific Duties:

- To become and remain familiar with the work, policies, and programs of the Panel and Foundation.
- To become and remain familiar with issues related to the health of the community, including unmet health needs, and the role of philanthropy in society.
- To bring to the attention of the Panel and Foundation community health issues and concerns which the Panel may wish to address.
- To read, review, score, discuss, and make recommendations regarding grant applications and proposals that are brought before the Panel.

- To assist the Foundation in monitoring grants and programs funded through the resources of the Panel.
- To ensure that there are no conflicts of interest or acts of self-dealing in the work of the Panel; to immediately disclose any possible conflicts of interest regarding the work of the Panel, including grant awards; and, to immediately excuse oneself from discussion and voting on any matter for which there may be a possible conflict of interest.
- To hold in confidence information about grant decisions or other aspects of the Panel's work that may be deemed to be sensitive in nature.
- To prepare for, regularly attend, and actively participate in Panel meetings.
- To promote the work of the Panel and Foundation in other venues throughout the MetroWest community.

Desired Attributes:

The Panel conducts its work through deliberations that generally lead to decisions by consensus. It is therefore important that members come with an open mind, willing to listen to the arguments pro and con about each grant proposal. Members should be knowledgeable about the community and the issues faced by residents. Knowledge about health and health care is desired but not required.



Committee Application Form

Town of Natick
Board of Selectmen / Town Administrator
13 East Central Street
Natick, MA 01760
(508) 647-6410

Thank you for your interest in serving the Town of Natick. Please use this form for appointments made by the Board of Selectmen or the Town Administrator. You may also provide a letter and/or resumé. After we receive your application, you will be contacted regarding next steps.

Position applied for: Leonard Morse Grants Panel for Metro West Health Foundation

Please check if this is a ☐ new appointment or ☒ reappointment

Name: Virginia Seery

Address: 34 Forest Ave., Natick, MA 01760

Phone: 508 733 4312

Email (optional): vseery@gmail.com

Relevant experience: I have served two previous terms on the Leonard Morse Grants panel and

hope to serve one more. I have been a nurse practitioner for over twenty-five years, most of that

in the oncology field. I feel I bring a unique perspective to the panel and very much enjoy volunteering

in this role to give back to the Metrowest area.

Relevant education: Master of Science in Nursing, Yale University 1991

Bachelor of Science in Nursing, University of Maine at Orono 1986

Please check if you... ☒ are familiar with the State Ethics Law

☐ have attended a State Ethics Law seminar

Please check if you are enclosing a ☐ letter and/or a ☒ resumé

Signature: Virginia Seery

Send to Board of Selectmen, 13 East Central Street, Natick MA 01760; fax (508) 647-6401

Virginia J. Seery, MSN, RN, ANP-BC

Beth Israel Deaconess Medical Center
330 Brookline Avenue
Boston, MA 02215

PROFESSIONAL EXPERIENCE

Beth Israel Deaconess Medical Center, Boston, MA

11/03 – present

Adult Nurse Practitioner, Biologics and Cutaneous Oncology Programs

- Manage inpatient melanoma and renal cell carcinoma population receiving high dose IL-2 therapy and biochemotherapy
- Assess, diagnose and treat individuals with melanoma in the multidisciplinary cutaneous oncology program
- Provide care for outpatient population with metastatic melanoma and metastatic renal cell carcinoma, including clinical trials
- Precept nurse practitioner students

Youville Hospital and Rehabilitation Center, Cambridge, MA

8/93-10/03

Nurse Practitioner Program Coordinator

- Manage and train nurse practitioners on medical staff
- Coordinate clinical coverage for inpatient units
- Significantly expanded nurse practitioner program
- Liaison for clinical departments
- Member of management team

Adult Nurse Practitioner, Oncology and Neurology Units

- Assess, diagnose and treat oncology and neurology population with multiple medical problems
- Lead multidisciplinary team in management of clients with complex medical, nursing, rehabilitation and psychosocial needs
- Coordinate rehabilitation care with primary care team
- Chairperson for hospital-wide pain management committee
- Preceptor for nurse practitioner and physician assistant students
- Credentialed medical staff member of Youville Hospital and Spaulding Rehabilitation Center

Beth Israel Hospital, Boston, MA

9/86-8/93

Primary Nurse, Collaborative Care Medical-Surgical, Neurology and Cardiothoracic Units

- Cared for patients with intensive nursing needs
- Assisted in the development of a nurse/physician collaboration model
- Coordinated medical student seminar on nursing and collaboration

Yale New Haven Hospital, New Haven, CT

9/89-5/91

Registered Nurse, Cardiothoracic Surgical Step-down Unit

- Provided postoperative nursing care for patients undergoing coronary artery bypass, valve and thoracic surgery, and heart/lung transplantation

EDUCATION

Yale University School of Nursing, New Haven, CT
Master of Science in Nursing with Honors, May 1991

- Concentration in Medical-Surgical Nursing, Surgical Clinical Nurse Specialist Tract
- Subspecialty in Adult Nurse Practitioner Program
- President, Student Government Organization

University of Maine at Orono, Orono, ME
Bachelor of Science in Nursing, Summa Cum Laude, May 1986

CERTIFICATIONS

- American Nurses Credentialing Center/Board Certification, Adult Nurse Practitioner, 12/91-present
- Advanced Cardiac Life Support, 2/94-present

PUBLICATIONS

- V. Seery. Interprofessional collaboration with immune checkpoint inhibitor therapy: the roles of gastroenterology, endocrinology and neurology. *Seminars in Oncology Nursing*. 2017 November;33:4: 402-414.
- V. Seery. Intralesional therapy: Consensus statements for best practices in administration from the Melanoma Nursing Initiative. *Clin J Oncol Nurs*. 2017 Aug; 1;21(4 Suppl):76-86.
- B. I. Rini, D. F. McDermott, H. Hammers, W. Bro, R. M. Bukowski, B. Faba, J. Faba, R. A. Figlin, T. Hutson, E. Jonasch, R. W. Joseph, B. C. Leibovich, T. Olencki, A. J. Pantuck, D. I. Quinn, V. Seery, M. H. Voss, C. G. Wood, L. S. Wood, M. B. Atkins. Society for immunotherapy of cancer consensus statement on immunotherapy for the treatment of renal cell carcinoma. *Journal for ImmunoTherapy of Cancer*. 2016;4:81: 1-15.
- D. E. Peterson, J. A. O'Shaughnessy, H. S. Rugo, S. Elad, M. M. Schubert, C. T. Viet, C. Campbell-Baird, J. Hronek, V. Seery, J. Divers, J. Glaspy, B. L. Schmidt, T. F. Meiller. Oral mucosal injury caused by mammalian target of rapamycin inhibitors: emerging perspectives on pathobiology and impact on clinical practice. *Cancer Med*. 2016 Aug;5(8):1897-1907.
- Kim, C. C., Najita, J.S., Tan, S.Y., Varada, S., Tong, L. X., Dunbar, H., Lee, M., Seery, V. J., Buchbinder, E. I., Tawa, N. E., Fuller, J., Frankenthaler, R. A., McDermott, D. F., Lee, S. J., Atkins, M. B. Factors associated with worse outcome for patients with AJCC stage IIC related to stage IIIA melanoma. *Journal of Clinical Oncology*. 2015; 33:15 _suppl, 9078-9078.
- Mahoney, K., Harshman, L. C., Seery, V., Drake, C. G. Immune checkpoint inhibition in renal cell carcinoma. In Lara, P, Jonasch, E, eds. *Kidney Cancer: Principles and Practice*. 2nd ed. Springer: 2015: 259-279.
- Y. Xing, C. Hu, M. Lee, V. Seery, C. C. Kim, N. Tawa, R. Frankenthaler, D.F. McDermott, E. I. Buchbinder. Association between mitotic rate and lymph node metastasis in thin melanoma in the general population. *Journal of Clinical Oncology*. 2014; 32:15. (suppl, e20039).
- E. R. DeRose, A. Pleet, V. J. Seery, M. Lee, S. Renzi, R. J. Sullivan, M. B. Atkins. Utility of 3-year torso CT and head imaging in asymptomatic patients with high risk melanoma. *Melanoma Research*. 2011. Aug; 21(4): 364-369.

- V. J. Seery, B. M. McGree, M. Lee, D. F. McDermott, D. C. Cho. Patient reported side effects from molecularly targeted therapies in renal cell carcinoma (RCC). *Journal of Clinical Oncology*. 28:15s, 2010 (suppl; abstr 9051).
- R. J. Sullivan, A. Frankenthaler, W. Wang, V. J. Seery, M. Lee, H. B. Koon, M. B. Atkins. A retrospective comparison of twelve weeks versus fifty two weeks of adjuvant interferon for patients with stage IIb, IIc, and IIIA (IIB-IIIa). *Journal of Clinical Oncology*. 28, 2010 (suppl; abstr e19013).
- A. Frankenthaler, R. J. Sullivan, W. Wang, S. Renzi, V. Seery, M. Lee, M. B. Atkins. Impact of concomitant immunosuppression on the presentation and prognosis of patients with melanoma. *Melanoma Research*. 2010. Dec; 20(6): 496-500.
- Cho DC, Puzanov I, Regan MM, Schwarzbarg T, Seery V, Lee MY, Liu V, Bhatt R, Koon H, Mier JW, Sosman JA, Atkins MB, McDermott DF. Retrospective analysis of the safety and efficacy of interleukin-2 after prior VEGF-targeted therapy in patients with advanced renal cell carcinoma. *Journal of Immunotherapy*. 2009 Feb-Mar;32(2):181-5.
- T. Schwarzbarg, M. M. Regan, V. Liu, J. W. Mier, H. Koon, R. S. Bhatt, V. Seery, K. Bradley, M. B. Atkins, D. F. McDermott. Retrospective analysis of interleukin-2 therapy in patients with metastatic renal cell carcinoma who received prior antiangiogenic therapy. *Journal of Clinical Oncology*. 2008; 26(15)_suppl 5044.
- Van Dervliet HJ, Koon HB, Yue SC, Uzunpamuk B, Seery V, Gavin MA, Rudensky AY, Atkins MB, Balk SP, Exley, MA. Effects of the administration of high-dose interleukin-2 on immunoregulatory cell subsets in patients with advanced melanoma and renal cell cancer. *Clin Cancer Res*. 2007 Apr 1; 13 (7):2100-8.
- Gallagher, DC, Bhatt RS, Parikh SM, Patel P, Seery V, McDermott DF, Atkins MB, Sukhatme VP. Angiopoietin 2 is a potential mediator of high-dose interleukin 2-induced vascular leak. *Clin Cancer Res*. 2007 Apr 1; 13(7):2115-20.
- "Daily Hassles of Married Women With Children: An Empirical Foundation For a Preventive Program," Co-authored with S. McCowry, RN, FAAN, PhD, et al., *Journal of the American Psychiatric Nurses Association*, Volume 6, No. 4, 2000, pp. 107-111.

PRESENTATIONS

- "Interleukin-2 Toxicity and Its Management", Sunnybrook and Women's College Health Sciences Centre, Toronto, Canada, September 2005
- "High Dose Interleukin-2 Toxicity and Its Management", Nursing Grand Rounds, Cross Cancer Institute, Edmonton, Alberta, Canada, March 2, 2006
- "High Dose Interleukin-2 Toxicity and Its Management", Canadian Melanoma Conference, Banff, Alberta, Canada, March 4, 2006
- "High Dose Interleukin-2 Toxicity and Its Management", Novartis Preceptorship Workshop, Boston, MA, May 2, 2006
- "Panel Discussion - Side Effect Management of Treatment for Metastatic RCC", Annual Patient Symposium – 2007-present
- "High Dose Interleukin-2 Toxicity and Its Management", Boston Oncology Nursing Society, April 2008
- "Toxicity Management of Targeted Therapy and Immunotherapy for Melanoma", Mary Mulready Sullivan Oncology Symposium, Hartford Hospital, Hartford, CT, May 15, 2013
- "Oncology Grand Rounds: Nursing and Physician Investigators Discuss New Agents and Novel Therapies Related to Actual Cases from Practice" by Research to Practice, An 8-Part CNE Symposia Series Held During the 41st Annual ONS Congress, San Antonio, TX, April 27, 2016
- "Managing Side Effects of Immunotherapy" for ION Solutions, New Orleans, LA, September 2016
- Organizer, Advances in Cancer Immunotherapy, Society for Immunotherapy of Cancer, Boston, MA, September 8, 2016

- "The Next Generation in Renal Cell Carcinoma Treatment: An Oncology Nursing Essentials Workshop", Ancillary Satellite Symposium Held Adjunct to The Oncology Nursing Society Annual Meeting by Physicians' Education Resource, LLC, Denver, CO, May 7, 2017
- Immunotherapy for Oncology, Nursing Grand Rounds, BIDMC, Boston, MA, September 20, 2017
- "Nursing Perspective on irAE's: Patient Education, Monitoring and Management, Advances in Cancer Immunotherapy, Society for Immunotherapy of Cancer, Boston, MA, October 5, 2017
- Cancer Immunotherapy Today and Tomorrow, Cancer Center, BIDMC, Boston, MA, October 28, 2017
- "Treatment Modalities: Immune Therapy – Melanoma Case Study" OCN Review Course for Boston Oncology Nursing Society, Lahey Hospital, Burlington, MA, April 2018
- "Oncology Nurse View: Immune Checkpoint Inhibitors in Genitourinary Cancers" held in conjunction with ONS Congress, Washington, DC, May 19, 2018
- "Practical Barriers in Cancer Immunotherapy Treatment", Advances in Cancer Immunotherapy, Society for Immunotherapy of Cancer, Boston, MA, September, 27, 2018

MEMBER

- Melanoma Nursing Initiative, Board Member, 2017-present
- Kidney Cancer Association, Nurses Advisory Board, 2017- present
- ASCO Cancer.Net Advisory Panel, Melanoma, 2016 – present
- Society for Immunotherapy of Cancer, 2017-present

ITEM TITLE: Approve Block Party Request for Peterson Road - 6/22/19 (RD: 6/23/19)
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Recommendation for Approval	4/22/2019	Cover Memo



Block Party request-Peterson Rd

4 messages

Heather Lee Pini <heatherpini@aol.com> Sat, Apr 13, 2019 at 4:21 PM
To: poneil@natickma.org

To: Office of Board of Selectman

My name is Heather Pini and I reside at 30 Peterson Road in Natick. This email serves as a request for a permit to hold a neighborhood block party on Peterson Rd. in the cul-de-sac circle. The date of request for this party is June 22, 2019, with a rain date of June 23, 2019. This neighborhood has had several previous block parties, with no incidents, and we are familiar with the rules. If approved we will hold the party from 2:00pm on June 22, 2019 with and end time before dusk. Thank you for your consideration in this matter.

Sincerely,

Heather L. Pini

Patricia O'Neil <poneil@natickma.org> Mon, Apr 22, 2019 at 11:36 AM
To: Heather Lee Pini <heatherpini@aol.com>

Thank you Heather. We will include this on our 4/29/19 agenda and get back to you after that.

[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

Patricia O'Neil <poneil@natickma.org> Mon, Apr 22, 2019 at 11:36 AM
To: Brian Lauzon <lauzon@natickpolice.com>

Hi Brian. Recommendation?

[Quoted text hidden]

[Quoted text hidden]

Brian Lauzon <lauzon@natickpolice.com> Mon, Apr 22, 2019 at 11:48 AM
To: Patricia O'Neil <poneil@natickma.org>

Trish,

Recommend approval with the following stipulations:

- Public Safety Dispatch (508-647-9500) to be notified when the roadway is going to be closed, and again when it is re-opened. All roadways shall be opened no later than 8pm.
- Nothing be erected or placed in the roadway that cannot be easily removed in the event an emergency response is needed
- Residents in the affected area to be notified in writing prior to the event date
- Nothing be placed on, or around a fire hydrant that cannot be easily moved. Fire hydrants shall not be blocked.
- Roadway to be blocked at the beginning of the culdesac.

Additionally:

- Traffic cones and/or barricades may be checked out from Police Headquarters the morning of the event, and returned immediately following.

Reminder:

- All laws relative to alcoholic beverages including the possession/carrying of same remain in effect.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Approve Request for Exemption from Town By-Laws Chapter 41, Section 4: Aubrey Tessier - ASAP Assistant Instructor/LT Sub Paraprofessional Educator

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request for Exemption	4/24/2019	Cover Memo



Natick Public Schools
Central Office

Dr. Anna Nolin, Superintendent
Timothy Luff, Assistant Superintendent for Student Services
Kirk Downing, Assistant Superintendent for Curriculum and Assessment

Marianne Davis
Director of Human Resources

April 23, 2019

TO: Board of Selectmen
Town of Natick

RE: Municipal Employees Exemptions

Dear Chairman,

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

<u>Name</u>	<u>Current Position in School</u>	<u>2nd Position in School</u>
Aubrey Tessier	ASAP Assistant Instructor	LT Sub Paraprofessional Educator

Sincerely,

Marianne E. Davis
Director of Human Resources

Natick Public Schools does not discriminate on the basis of race, creed, color, sex, gender identity, religion, nationality, sexual orientation, disability, pregnancy and pregnancy-related conditions, physical and intellectual differences, immigration status, or homeless status.


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

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

- Your regular agency is not the contracting agency or an agency that regulates the activities of the contracting agency;
- You do not participate in or have official responsibility for any of the activities of the contracting agency;
- The contract was made after public notice or competitive bidding;
- You complete, sign, and file with the town or city clerk this disclosure form;

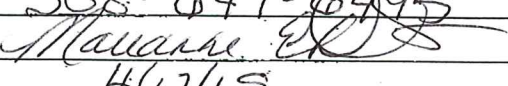
And, if the contract is for your personal services:

- The services will be provided outside your normal municipal working hours;
- The services are not required as part of your regular duties as a municipal employee;
- You are compensated for the services for not more than 500 hours during a calendar year;
- The head of the contracting agency completes and signs the certificate below.
- The city or town council, board of aldermen, or board of selectmen approve this exemption from §20 below.

Name:	Aubrey TESSIER
Title or Position:	Assistant instructor
Agency/Department:	ASAP - Natick Public Schools
Office Phone:	508 647 6400 x 2990
Contracting municipal agency:	Brown Elementary Natick Public Schools
Contract is for:	Paraprofessional - Long term Substitute
Financial Interest of employee and immediate family:	\$2,000.00
Employee Signature:	
Date:	04/03/2019

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

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

Name:	MARIANNE DAVIS
Agency:	NATICK PUBLIC SCHOOLS
Office Phone:	508-647-6495
Signature:	
Date:	4/17/19

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

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

Signature:	
Date:	

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

ITEM TITLE: Weekly Warrant Reviews: 4/16/19 & 4/23/19
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
4/16/19	4/23/2019	Cover Memo
4/23/19	4/23/2019	Cover Memo



Office of the Comptroller

Town of Natick
Massachusetts 01760

Date: April 16, 2019

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 April 12, 2019

Warrant Type	Warrant Number	Check date	Amount
Payroll	2019-43P	4/16/2019	\$1,374,151.41
Accounts Payable	2019-43R	4/16/2019	13,130.83
Accounts payable	2019-43T	4/16/2019	788,349.74
Accounts payable	2019-43S	4/16/2019	439,876.93
Accounts payable	201943NC	4/16/2019	230,259.89

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

Office of the Town Comptroller • 13 East Central Street • Natick, Massachusetts 01760 • (508) 647-6437 • Fax (508) 655-6980





Office of the Comptroller

Town of Natick
Massachusetts 01760

Date: April 18, 2019

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 April 18, 2019

Warrant Type	Warrant Number	Check date	Amount
Payroll	2019-44P	4/23/2019	\$2,380,297.55
Accounts Payable	2019-44S	4/23/2019	1,147,310.29
Accounts payable	2019-44T	4/23/2019	365,114.43
Accounts payable	201944NC	4/23/2019	938,687.08

If you wish to review the details regarding any of these warrants please feel 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: Correspondence 4/29/19

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence 4/29/19	4/26/2019	Cover Memo

4/7/19

9 Crescent Street
Natick, MA 01760

Town of Natick Selectmen,
Town Hall
Natick, MA 01760

I am writing to thank you for your openness to hear Jilian and Natick citizens concerned about Climate Change. There are many options possible for the Town of Natick to participate in positive changes for our town to make contributions.

The Town of Natick's citizens last Fall at the Town Meeting supported by 88-12 the non-binding renewable energy mission to improve energy efficiency.

You, the Board of Selectmen, raised our electricity aggregation and offered a 100% green energy option.

I want to thank you for your support.

Sincerely,
Carol Berkowitz



Warren Griffin
President
Paul E Carew
VSO
Natick Veteran Services Department
Natick Veterans Council
May Newsletter 2019

Good Day All

Memorial Day and the events the week prior are less than a month away. There will be two attachments with this newsletter. One the weeks prior events and one for Memorial Day. Let's make Natick Veterans and residents proud.

Hladick Square is now approved by the Board of Selectman. Thank you to all involved in the process. It is taking place on May 11th. See the attachment for details. Thank you again.

New officers in town try spreading the word on events in this newsletter. If you have someone you think should be on this mailing let myself or Warren know. Thanks. If you are receiving this newsletter in error or just do not want to receive this, please let myself or Warren know.

We are going to be starting a new program in the fall. We are working with Natick Public Schools, Natick Soldier Systems Command and local Veterans. We will be getting about 20 High School Students to do interviews with the Veterans. We are still planning the reading in the classrooms that we did last November with the same groups too also include the Community Service Department in this project.

I am putting information from Direct Federal Credit Union on possible classes we might want to have them present to us. If you could look the links over and get back to me. See attachments.

The Natick Elks are doing a cookout for the Veterans. This will take place on May 11th starting at 1 PM. The Elks are located at 95 Speen Street Natick, MA.

Dates to remember:

Hladick Brothers Dedication May 11th see flyer

Natick Elks Veterans cookout May 11th at 1 PM

Meeting Veterans Council May 9th 7 PM CSC room 125

Memorial Day Events May 27th See attachments

Cemeteries decorate graves, Thursday May 23rd and Plants Saturday May 25th see attachments for details

Dates in History May:

Purple Heart Month - 05/05/1955 – 05/08/1945 Germany surrenders (V-E Day) – 05/11/1969 Battle of Hamburger Hill begins, Vietnam – 05/15/1942 Women's Army Auxiliary Corps established – 05/18 Armed Forces Day – 05/20/1969 Battle of Hamburger Hill Ends, Vietnam – 05/27/ Memorial Day 2019.

Attachments: Newsletter 2 pages / Hladick Brothers Dedication 2 pages / News Flash VA 2 pages / Estate Planning for Veterans 1 page / Stand Down 1 page / Home Base fundraiser 2 pages / Direct Federal training 2 pages

Paul and Warren

If you would like to speak with one of the committee members here is our contact information. Contact me at pcarew@natickma.org or Warren at griffcher@juno.com or John Murphy at jmurphynatick@gmail.com

Have the information by the beginning of the third week of the month.

VSO Office: 508-647-6545 or cell 508-745-8893

WE FOUGHT TOGETHER NOW LETS BUILD TOGETHER



++

Paul E. Carew
Director Veterans Services
VVA Accredited Service Representative

Sheila Young
Executive Assistant

TOWN OF NATICK
Community Services Department
Veterans' Services
117 E. Central Street
Natick, Massachusetts 01760

March 21, 2019

Board of Selectman:

It is that time of year, our first square dedication. I am proposing the Hladick Brothers Square. Two brothers from Natick Martin P. (USN) and Joseph J. (USMC) both served during WWII.

The brothers were among nine siblings who grew up at 140 North Main Street, the youngest of the nine. I have been meeting with Joseph and Thomas Hladick who are the sons of Joseph J.

They would like to have the square dedication at the corner of Jackson Court and North Main Street.

We are proposing May 11th, 2019 at noon.

Martin Paul Hladick Navy, rank Water Tender Third Class V6, was born on December 18th 1918. He served in the following operations. Operation Torch – Allied Invasion of French North Africa / Operation Husky – Allied Invasion of Sicily / Operation Avalanche – Allied Invasion of Italy, Salerno Landings / Operation Overlord – D-Day / Operation Iceberg – The Battle of Okinawa / Subic Bay Philippines Campaign of 1944-1945 / Tokyo Bay Surrender Terms – September 2, 1945 / Martin was awarded the following medals, WWII Victory Medal, Good Conduct Medal, American Theatre Ribbon, Philippine Liberation Ribbon, Asiatic-Pacific Theatre Ribbon (1 star), European-African-Middle Eastern Theatre Ribbon (4 stars).

Joseph John Hladick, USMC rank Sergeant. Joseph served overseas in the Pacific Islands from February 1943 thru November 1945. He participated in the island battles including the battle of Pelau Islands on of the toughest battles of the Pacific. He was awarded the following decorations, Asiatic Pacific Theatre Ribbon, Philippine liberation Ribbon, WWII Victory Medal, Good Conduct Medal

This has been approved by the Natick Veterans Council and has full support of the council. This has been approved by the Board of Selectman.

This another example of Natick's residents stepping up to the plate to serve during times of need.

Thank you

Paul E. Carew

GOD BLESS AMERICA, LAND OF THE FREE AND HOME OF THE BRAVE

Phone: 508-647-6545 cell 508-745-8893

Ms. Young: 508-647-6400 ext 1900

Fax: 508-647-6549

Email: "We fought together now let's build together"



Paul Carew <pcarew@natickma.org>

Fwd: VA provides Veterans same day access to emergency mental healthcare

1 message

u <sgtgomez@aol.com>

Wed, Apr 24, 2019 at 10:07 AM

To: airrepair01@msn.com, bob2624@verizon.net, brownr47@msn.com, ncb1stmardiv@comcast.net, ccallaghan@veteranbenefits.us, pcarew@natickma.org, Charles.Hodgkinson@yahoo.com, hypnodog@comcast.net, 353vet111@gmail.com, vva908publicaffairs@verizon.net, Francis.Fraigne@va.gov, Frenchy70@aol.com, frgsln4@hotmail.com, FRMass11@comcast.net, grub3204me@live.com, jrfitch@hotmail.com, Js Benton3@hotmail.com, Jsmpa46@aol.com, crash173ab@yahoo.com, jlatin1@charter.net, liztooth@aol.com, MelendezW@holyokey.org, mjalavasic@reagan.com, morris.henry@yahoo.com, Pb56mab1@virizon.net, rcmang@comcast.net, rsall1@hotmail.com, skip1jul1@comcast.net, tiz174@verizon.net, tatsvet69_70@charter.net, vvach65@gmail.com, gjwint@charter.net, Betty.borders@live.com, bvoc.arelis@gmail.com, GomezAdam@live.com, Ma7rk7@gmail.com, pvoc.michaelking@gmail.com, bvocofma@gmail.com, mimaevelyn@hotmail.com, emitchell4@springfieldcollege.edu

FYI

-----Original Message-----

From: VVA Government Affairs Department <govtrelations@vva.org>

To: GUMERSINDO GOMEZ <sgtgomez@aol.com>

Sent: Tue, Apr 23, 2019 3:35 pm

Subject: VA provides Veterans same day access to emergency mental healthcare

News Flash

**VA provides Veterans same day access to emergency mental healthcare**

VA US DEPARTMENT OF VETERANS AFFAIRS

NEWS RELEASE

Office of Public Affairs

Media Relations

Washington DC 20420

(202) 461-7600

www.va.gov

FOR IMMEDIATE RELEASE

April 16, 2019

VA ensures Veterans have same-day access to emergency mental health care

WASHINGTON --- As part of the U.S. Department of Veterans Affairs' (VA) efforts to provide the best mental health care access possible, VA is reminding Veterans that it offers all Veterans same-day access to emergency mental health care at any VA health care facility across the country.

"Providing same-day 24/7 access to mental health crisis intervention and support for Veterans, service members and their families is our top clinical priority," said VA Secretary Robert Wilkie. "It's important that all Veterans, their family and friends know that help is easily available."

VA's Office of Mental Health and Suicide Prevention is the national leader in making high-quality mental health care and suicide prevention resources available to Veterans through a full spectrum of outpatient, inpatient and telemental health services.

Additionally, VA has developed the National Strategy for Preventing Veteran Suicide, which reflects the department's vision for a coordinated effort to prevent suicide among all service members and Veterans. This strategy maintains VA's focus on high-risk individuals in health care settings, while also adopting a broad public health approach to suicide prevention.

VA has supported numerous Veterans and has the capacity to assist more. In fiscal year (FY) 2018, 1.7 million Veterans received Veterans Health Administration (VHA) mental health services. These patients received more than 84,000 psychiatric hospital stays, about 41,700 residential stays and more than 21


Town of Natick Mail - Fwd: VA provides Veterans same day access to emergency mental healthcare
million outpatient encounters.

Nationally, in the first quarter of FY 2019, 90% of new patients completed an appointment in a mental health clinic within 30 days of scheduling an appointment, and 96.8% of established patients completed a mental health appointment within 30 days of the day they requested. For FY 2018, 48% of initial, in-person Primary Care --- Mental Health Integration (PC-MHI) encounters were on the same day as the patient's PC encounter. During the first quarter of FY 2019, 51% of initial, in-person PC-MHI encounters were on the same day as the patient's PC encounter.

Veterans in crisis -- or those concerned about one -- should call the Veterans Crisis Line at 800-273-8255 and press 1, send a text message to 838255 or chat online at VeteransCrisisLine.net.

Source: <https://www.va.gov/opa/pressrel/pressrelease.cfm?id=5234>

If you no longer wish to receive e-mail from us, please [click here](#).

powered by
capwiz 



FREE ESTATE PLANNING CLINIC FOR VETERANS



Fairness and justice... for all.

MIRICK O'CONNELL
ATTORNEYS AT LAW

TUESDAY, MAY 21, 2019

10:00 AM - 4:00 PM | COMMUNITY LEGAL AID (3RD FLOOR)
405 MAIN STREET | WORCESTER, MA

Community Legal Aid in partnership with Hanover Insurance Group and the law firm of Mirick O'Connell will host a day to honor our nation's military veterans by preparing estate planning documents on their behalf (simple wills, powers of attorney, health care proxies).

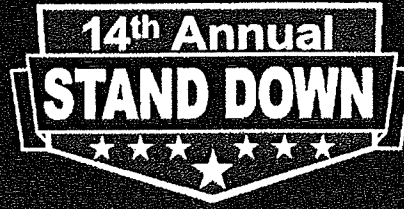
The event is FREE of charge to all low-income veterans.

This is an appointment-only event. As there is limited capacity and registration is on a first-come first-served basis, please contact Michael Dyer at mdyer@cla-ma.org, 508-425-2784, to arrange attendance.

YOU MUST RSVP NO LATER THAN FRIDAY, MAY 10, 2019.

No walk-ins will be accepted.

Thank you and we look forward to seeing you!!

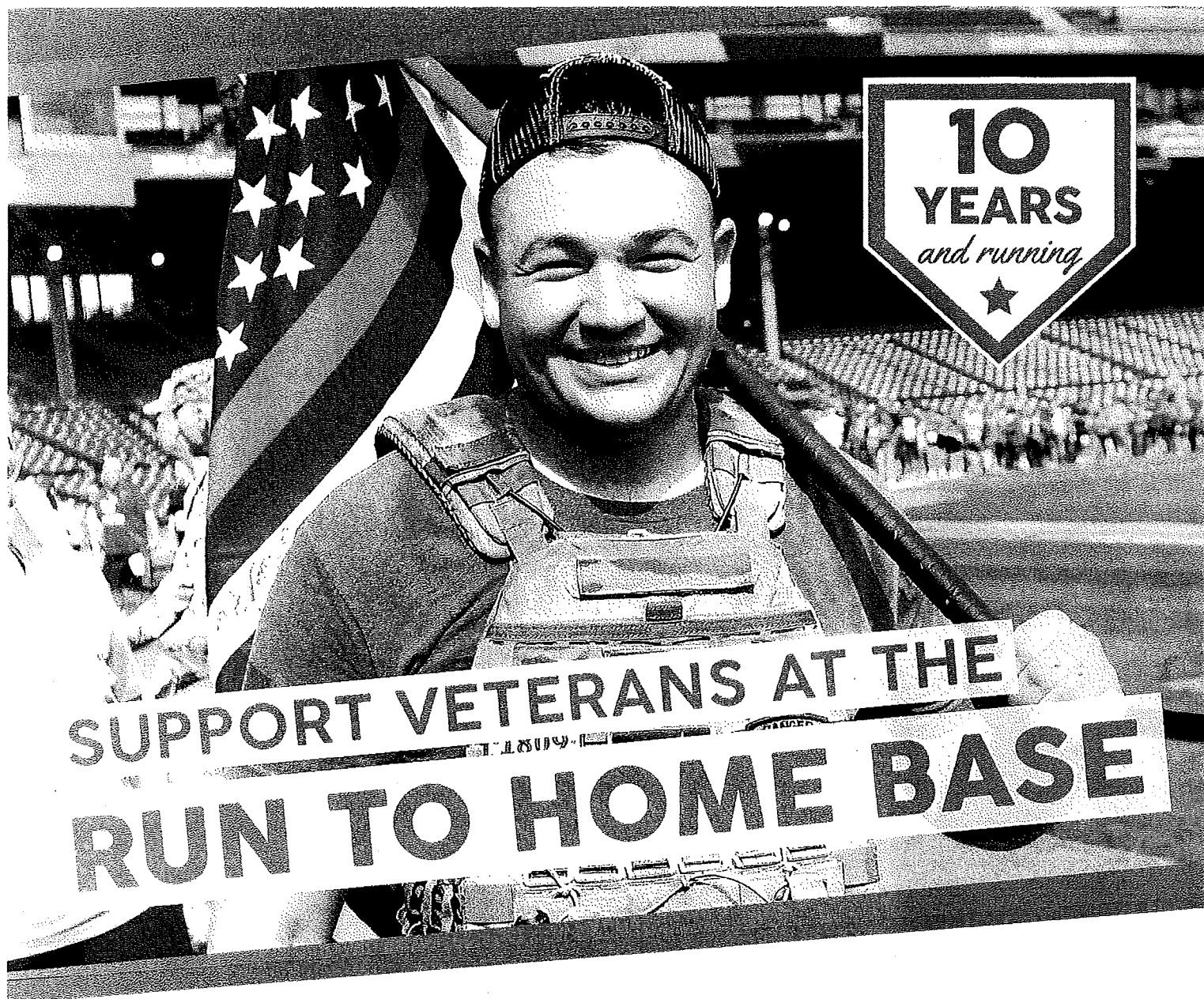


Friday, June 14th, 2019 - 9AM to 3PM

69 Grove St. Worcester, MA 01605

Open to homeless and in-need veterans & their families

Bring DD-214 or VA card as proof of veterans status



SUPPORT VETERANS AT THE RUN TO HOME BASE

Presented by  new balance

**RUN
TO** ★ ★ ★



RED SOX
FOUNDATION



MASSACHUSETTS
GENERAL HOSPITAL

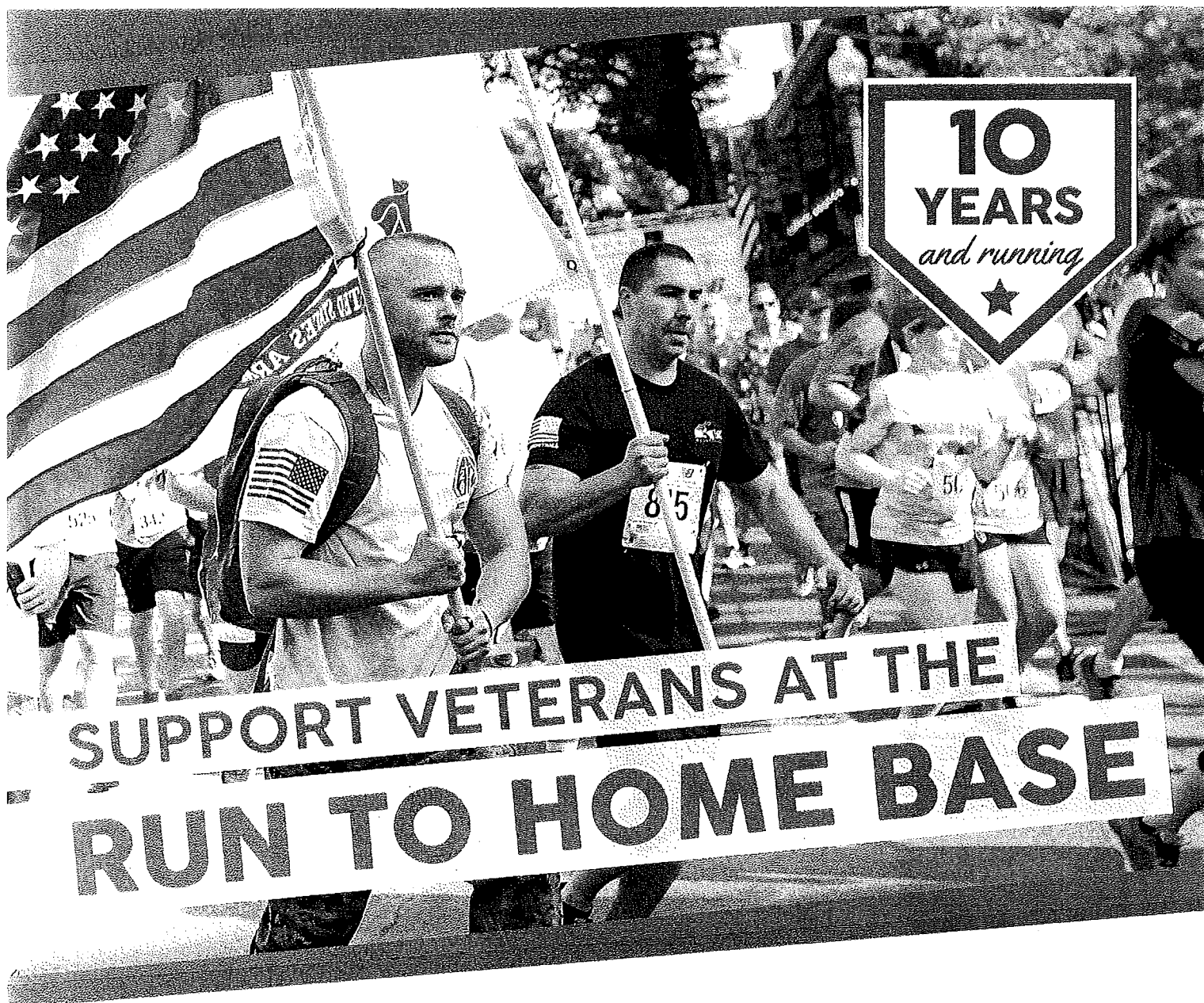
JULY 27, 2019

The 2019 Run to Home Base presented by New Balance is a 9K fundraising run or 5K run/walk through scenic Boston.

Anyone can participate in the unforgettable experience of crossing "home plate" at historic Fenway.

NO FUNDRAISING REQUIRED FOR ACTIVE DUTY, GUARD AND RESERVE

Register to run at runtohomebase.org



Presented by  new balance

RUN
TO ★ ★ ★



RED SOX
FOUNDATION



MASSACHUSETTS
GENERAL HOSPITAL

JULY 27, 2019

The 2019 Run to Home Base presented by New Balance is a 9K fundraising run or 5K run/walk through scenic Boston.

Anyone can participate in the unforgettable experience of crossing "home plate" at historic Fenway.

Register to run at runtohomebase.org



Paul Carew <pcarew@natickma.org>

FW: Survey/Perks

1 message

Jessica Glezellis <JGlezellis@direct.com>
To: Paul Carew <pcarew@natickma.org>

Wed, Apr 10, 2019 at 2:29 PM

Hi Paul,

Hope all is well.

Just wanted to follow up on the links below. Were you able to send them out?

Thanks,

Jessica

Jessica Glezellis
Business Development Manager
Direct Federal Credit Union
50 Cabot Street, Needham, MA 02494
Direct.com | 781-433-2977
NMLS #1502012



DIRECT FEDERAL
BANKING AT THE RATE OF LIFE.

We are Direct Federal, a highly aligned team that unfailingly exhibits our core values of Drive, Integrity, Resilience, Engagement, Competence, and Teamwork. We view all work from our members' point of view so as to continually increase value and eliminate waste. We focus our ideas, talent, and effort on delivering great rates to save our members money, easy access to save our members time, and remarkable service to preserve our members' peace of mind. We do all of this to earn the privilege of being the life-long, trusted partner of more and more members as they pursue their dreams.

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From: Jessica Glezellis
Sent: Monday, April 01, 2019 12:14 PM
To: Paul Carew <pcarew@natickma.org>
Cc: Dave Walsh <DWalsh@Direct.com>
Subject: Survey/Perks

Hi Paul,

It was great seeing you last week.

As we discussed, I have put together a survey for you to share on what financial topics would be of interest as well as perks received through the Direct@Work program. Please add the perk link to your newsletter.

Survey: <https://www.surveymonkey.com/r/KRN5NMS>

Perks: www.direct.com/DFCUPerks

Please confirm both links work for you. Please let me know once the survey has been distributed so I can keep track of the responses. Typically, I'll allow a week for responses. We can then regroup to review the responses as well as next steps on potentially scheduling a live workshop.

Please let me know if you have any questions.

Thanks!

Jessica

Jessica Glezellis
Business Development Manager
Direct Federal Credit Union
50 Cabot Street, Needham, MA 02494
Direct.com | 781-433-2977
NMLS #1502012



DIRECT FEDERAL
BANKING AT THE RATE OF LIFE.

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Law office of Irfan Nasrullah
81 Main Street
Hopkinton, Massachusetts 01748

Irfan.Nasrullah@verizon.net

Tel. (508) 329-9327
Fax (508) 365-4048

SENT ELECTRONIC MAIL
AND FIRST CLASS MAIL

Wednesday, April 17, 2019

Secretary of Energy and Environmental Affairs
Executive Office of Energy and Environmental Affairs (EEA)
Attn: MEPA Office
100 Cambridge Street, Suite 900
Boston MA 02114

RE: Request for Advisory Opinion – Natick Dog Park

Dear Secretary,

This office represents a group of concerned residents of the Town of Natick relative to the proposed Dog Park at Middlesex Path.

I write to you to request an advisory opinion as to whether or not a proposed dog park in Natick, Massachusetts requires a MEPA filing. I raise this issue because it is clear to this office that the MEPA review thresholds are triggered by this proposed project, specifically a change in use of Article 97 land.

While this office believes that the change in use requires a MEPA filing, it also believes there are several environmental issues that have not been adequately considered but would be through the MEPA process, most important being the location of a dog park within close proximity to Lake Cochituate and within an Aquifer Protection District.

The proposed dog park land was acquired by the Town of Natick in the late 1960's and early 1970's. The land was donated specifically for conservation purposes. Although the deed to the land did not contain conservation restrictions, the Town of Natick's Conservation Commission heard testimony from a former Commission member, who was on the board at the time of the transfer, confirming that the land was donated for conservation purposes. The Town of Natick held a vote on October 8, 1992 relative to whether or not to accept the land and hold it for conservation purposes. The Town voted unanimously to transfer the subject property to the Conservation Commission to hold the land for Conservation Purposes. The 1992 vote was certified and recorded on May 12, 2016.

Currently, the Middlesex Path Parcel is held as conservation land, and is being used as a nature path. People using the path use it for its forest, water, air and natural resource qualities. The Town of Natick proposes to convert the land to a dog park, thereby changing the use from a nature trail for use by the general public to the specific use by a portion of the public (dog owners) as an area for their dogs to play and interact with other dogs. The proposed use as proposed by the Town of Natick would entail grading, de-forestation and fencing in of a portion of the Middlesex Path Parcel. Such re-grading, de-forestation and fencing activities would deprive those using the Middlesex

Path Parcel as conservation land for its forest, water and natural resource qualities. After reviewing the EEA Land Disposition Policy, the proposed dog park is clearly a "change in use" as provided for in the Policy, and this office believes that MEPA has jurisdiction and an ENF is required.

The proposed parcel is also located within the Town of Natick's Aquifer Protection District ("APD"). The Town of Natick enacted certain prohibitions within an APD.

Section 9.2.6 was enacted as part of the Aquifer Protection District "to protect, preserve and maintain the existing and potential groundwater supply and recharge areas within the town". It specifically prohibits liquid or leachable wastes, ***except as allowed by Title 5*** (emphasis added).

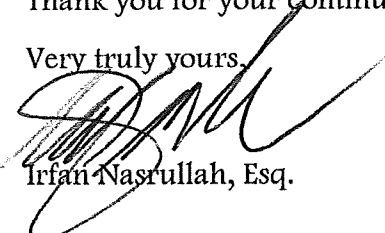
Wastes allowed by Title 5 are sanitary wastes, specifically urine and feces which are typically disposed of in a toilet. When considering the wastes that are allowed pursuant to Title 5, it is clear that leachable wastes that are prohibited under the Town By-Law is sanitary waste, or feces and urine.

The proposed location is in an environmentally sensitive location, specifically in an area within the APD and in close proximity to a surface water body. Pursuant to the Town of Natick Zoning By-Laws section 9.2.6, the proposed dog park use is specifically prohibited as it proposes disposal of liquid and leachable waste by means of a wood chip base. The proposal is specifically prohibited. The Board of Health for the Town of Natick agrees, as it has sent the Conservation Commission a letter informing it that the Board believes that the use of wood chips is insufficient relative to the treatment of dog wastes. As the board tasked with protection of the water supply, a unanimous recommendation by the Board of Health should not be treated lightly.

Given the change in use of the conservation land, this office believes that the MEPA Threshold has been triggered and that an ENF is required. This office, on behalf of the 10 citizen group it represents kindly requests an advisory opinion as to whether or not ENF is required.

Thank you for your continuing courtesy.

Very truly yours,



Irfan Nasrullah, Esq.

cc: Town of Natick Board of Health;
Town of Natick Board of Selectman;
Town of Natick Town Administrator;
Town of Natick Conservation Commission;
Town of Natick Department of Public Works;
The Stanton Foundation
Town of Natick Planning Board



Electronic Submittal
April 11, 2019

Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup
Northeast Regional Office
205B Lowell Street
Wilmington, Massachusetts 01887

**Re: Remedy Operation Status (ROS) Termination, and
Temporary Solution with Substantial Hazard Evaluation**
Former Mobil Service Station No. 01-JE4
99 Worcester Road
Natick, Massachusetts
RTN 3-0715

To Whom It May Concern:

Kleinfelder, on behalf of ExxonMobil Environmental and Property Solutions Company (E&PS), has prepared the enclosed Remedy Operation Status (ROS) Termination, and Temporary Solution with Substantial Hazard Evaluation for the above-referenced site. The eDEP Transaction copy of the Bureau of Waste Site Cleanup Forms BWSC-104, and BWSC-108 are included with this submittal. The E&PS representative overseeing response actions associated with this submittal is Mrs. Regan O'Brien, E&PS, 565 Longley Road, Groton, MA 01450; she may be reached by telephone at (862) 225-1464.

A Phase IV Completion Report and ROS Opinion were submitted in October 2016 detailing the BOS 200® remedial injections performed as the selected comprehensive response action to achieve a Permanent Solution. The site has operated under ROS since that time. Currently, a condition of No Significant Risk has not been achieved for the site due to the presence of residual petroleum constituents in soil and groundwater, including some non-aqueous phase liquid; however, based on available data collected at this site, a condition of No Substantial Hazard does exist with respect to RTN 3-0715. Achieving a Permanent Solution at this site is not currently feasible, therefore, the Temporary Solution is being filed herein to allow for continued environmental monitoring until a Permanent Solution can be achieved.

This documentation was prepared under the direction of Mr. Bruce Ross of Kleinfelder, Licensed Site Professional (LSP) #4284, in accordance with the applicable provisions of 310 CMR 40.0000.

The Board of Selectmen, the Natick Health Department, and the property owners located within the estimated boundary of the site associated with RTN 3-0715 have been notified of this submittal in accordance with the applicable requirements of 310 CMR 40.1403.



Should you have any questions, please do not hesitate to contact the undersigned at (508) 370-8256.

Sincerely,
KLEINFELDER

Jeremy Blumberg, CHMM
Project Manager

Bruce C. Ross, LSP, CPG
Senior Project Manager

Cc: Mrs. Regan O'Brien, E&PS (file)
John Robbins, Shell Oil Products US (via email: john.robbsins@shell.com)
Mr. Richard Jennett Jr., Board of Selectman, 13 East Central Street, Natick, MA, 01760
(cover letter only)
Mr. James M. White, Jr., Natick Health Department, 13 East Central Street, Natick, MA
01760 (cover letter only)

ITEM TITLE: Vote to Ratify Collective Bargaining Agreement, Natick Patrol Officers' Association,
7/1/18-6/30/21

ITEM SUMMARY:
