

TOWN OF ERVING

SELECT BOARD / WATER COMMISSIONERS

To be held at the Senior & Community Center,
1 CARE DRIVE, ERVING, MASSACHUSETTS 01344

Jacob A. Smith, Chair
William A. Bembury
Scott Bastarache
Select Board

Bryan Smith
Town Administrator

Meeting Agenda

Monday, January 09, 2023

This meeting is open to the public.

Scheduled Business

<i>Time</i>	<i>Agenda Item</i>
6:30 PM	Call to Order
7:00 PM	Joint Meeting with Finance Committee- Review of FY2024 Budget Requests- Health & Human Services, Culture & Recreation, Public Works, and General Government

Old Business

<i>Agenda Item</i>	<i>Section</i>
Discussion Regarding Recycling Center Proposal	1
Review of Request for Qualifications for Town Hall Feasibility Study	2
Review of Family and Medical Leave Act Policy Draft- 3 rd Reading	3
Review of Proposed Personnel Bylaw Draft- 4 th Reading	4
Review of Proposed Personnel Policies & Procedures Manual Draft- 4 th Reading	5
Review of Remote Work Policy- 2 nd Reading	6
Review of Proposed Cemetery Commission Bylaw	7
Review of Bid Documents for Wheelock Street Culvert Replacement Project	8

New Business

<i>Agenda Item</i>	<i>Section</i>
Meeting Minutes: December 05, 2022 & December 19, 2022	9
Discussion Regarding Water Dept. Project for Distribution System Lead Assessment & Potential SRF Forgivable Loan Opportunity	10
Review of FY2024 Budget Requests- Board of Health, Senior Center, Veterans Services, Public Library, Recreation & Parks, Historical Commission, Memorial Day & Ceremonial Flags, Water Enterprise, Wastewater Enterprise, Town Clerk	11
Discussion Regarding Scheduling a Special Town Meeting	12
Calendar Year 2023 Business Licenses	13
Review & Approval of 2022 Alcoholic Beverages Annual Report, Renewal Certification & 2023 Seasonal Population Estimation Form	14
Review & Issuance of the 11 th Water Commitment for FY2023	15
Issuance of Cemetery Deeds # 575-582	16
Appointment of Activities Coordinator Preliminary Screening Committee Members	17

Other Business

Signing of the Treasury Warrant

Unanticipated Business

Anticipated Next Meeting Dates

January 23, 2023- 6:30PM

January 30, 2023- 6:30PM

Note: These agenda items and estimated times are those reasonably anticipated by the Chair. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion. Estimated agenda times may need to be changed on the night of the meeting for the sake of expediency. Section numbers correspond to agenda packets and are not an indication of the order of the agenda

Business Name	Address	License Type	Effective Date	Expiration Date
Accurate Automotive Services, Inc.	21 Lester Street	Class II / Automotive Repair/Sell Second- Hand Vehicles	09-Jan-23	31-Dec-23
Johnson Auto & Marine Service	97 Mountain Road	Auto & Marine Repair	09-Jan-23	31-Dec-23

Note: These agenda items and estimated times are those reasonably anticipated by the Chair. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion. Estimated agenda times may need to be changed on the night of the meeting for the sake of expediency. Section numbers correspond to agenda packets and are not an indication of the order of the agenda

Town of Erving

Select Board Public Meeting Participation Guidance

The Select Board welcomes residents to communicate questions, comments or concerns. Participants at Select Board meetings are notified that the meetings are both video and audio recorded, and comments provided will become part of the record. While offering public input, it is important that the Select Board is also allowed enough time to conduct their other business. The following guidelines have been established to make the best use of time at Select Board meetings.

1. To request time on the Select Board agenda, persons must contact the Town Administrator at (413) 422-2800, Ext.1102 or at SBRequests@erving-ma.gov by noon on the Tuesday before the meeting.
 - a. Requests will be submitted to the Chairperson for consideration and scheduling.
 - b. Supporting documentation related to the request must be provided to the Administrator's office by noon on the Thursday prior to the meeting. The Chairperson may remove requested agenda topics that are made without supporting documentation.
2. The Select Board encourages public participation as follows:
 - a. Town residents can bring comments before the Select Board that require discussion and are on the agenda, only after being recognized by the Chair. If your issue is not on the agenda, you may bring it up under "Future agenda items".
 - b. "Topics not anticipated" should be brought to the Chair for possible consideration prior to the meeting.
 - c. Please try to keep your comments short and to the point.
 - d. If it appears that the topic(s) being discussed will consume longer than the time allocated then, at the discretion of the Chair, the matter will be placed on an upcoming Select Board meeting agenda.
 - e. If you believe that your topic will require more time or desire to make a more formal presentation than is allowed under these guidelines, please contact the Town Administrator to ask to be put on a future agenda so that we can properly allocate enough time.
 - f. You are free to ask questions or to make your point for all to consider. However, engaging in active debate with Select Board or audience members will not be allowed.
 - g. All comments and questions must be directed to the Chair of the Select Board per MGL Chapter 30A, Section 20(g).
 - h. Participants are expected to speak from the presenter/guest table.
 - i. All remarks must be respectful and courteous, free of personal attacks. Inappropriate language will not be tolerated.
3. Employees and Board members who have business with the Select Board should be placed on the agenda beforehand (see Item # 1.).
4. Anyone wishing to contact the Select Board in writing may do so at:

Town of Erving, Attn: Select Board, 12 East Main Street, Erving, Massachusetts 01344

Alternatively, members of the public can complete a Select Board submission form at the meeting sign in table and office staff member will follow up.

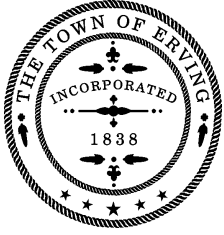
The Select Board appreciates your cooperation in honoring these guidelines.

From Massachusetts Attorney General Official Website

What public participation in meetings must be allowed?

Under the Open Meeting Law, the public is permitted to attend meetings of public bodies but is excluded from an executive session that is called for a valid purpose listed in the law. Any member of the public also has a right to make an audio or video recording of an open session of a public meeting. A member of the public who wishes to record a meeting must first notify the Chair and must comply with reasonable requirements regarding audio or video equipment established by the chair so as not to interfere with the meeting. The Chair is required to inform other attendees of such recording at the beginning of the meeting.

While the public is permitted to attend an open meeting, an individual may not address the public body without permission of the Chair. An individual is not permitted to disrupt a meeting of a public body, and at the request of the Chair, all members of the public shall be silent. If after clear warning, a person continues to be disruptive, the Chair may order the person to leave the meeting, and if the person does not leave, the Chair may authorize a constable or other officer to remove the person.



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800

Fax 413-422-2808

Email: administrator@erving-ma.gov

Jacob A. Smith, Chair
Scott Bastarache
William A. Bembury
Select Board

Bryan Smith
Town Administrator

December 16, 2022

To: Select Board
From: Bryan Smith, Town Administrator
Glenn McCrory, Highway Superintendent

RE: Proposed Recycling Center for the Convenience of Erving Residents

Based on the conversation previously had with the Select Board as well as the consultation that we have had with the health agent, the Franklin County Solid Waste Management District and with representatives from the Massachusetts Department of Environmental Protection (MassDEP), we are proposing the setup of a Recycling Center on Public Works Blvd for the convenience of Erving residents. As we have previously discussed, the Town already operates a curbside collection program for household waste and recycling, as well as the annual bulk item collection, so the need for a full transfer station may not be necessary. A recycling center, organized under a general permit with MassDEP and a registration with the U.S. Environmental Protection Agency, would allow the Town to accept materials that include the following:

- Scrap metal
- White goods/appliances (even those that require freon removal)
- Fluorescent Lamps
- Electronic waste
- Tires and frames
- “clean” and dry mattresses
- Leaves and brush
- Textiles

If the Select Board would like to proceed with this proposal, there will need to be an investment in improving the location so that it is code compliant for the public and staff. The operation requires proper policies to be adopted and set hours of operation.

Necessary Improvements:

We need to make improvements to the existing depressed area for the storage of roll-off containers. The existing depth needs to be adjusted so that containers sit higher, and the walls need to be reconstructed. We would propose that the Highway Department staff could do much of the site preparation work as well as work with a vendor for concrete retaining wall blocks to reconstruct the roll-off area. Railings would be added along the top of the wall to reduce fall risks. It is recommended that the roll-off area and the surrounding drive should be paved with asphalt. This work would have to be contracted out. The roll-off area would accommodate at least 2 containers.

We also suggest the need for 4 – Conex boxes, with a depth of 20’ each. The storage boxes would be used to safely store and keep dry the materials for recycling, such as electronic waste, tires, white goods/appliances, and “clean” and dry mattresses. We would suggest that a concrete pad is poured for these storage boxes to sit securely upon.

Clear signage would be installed to identify the correct materials that are stored in each space, including the area for brush. In the short term we would propose using the existing gate and having vehicles travel in a loop. The long-term recommendation would be to open the existing fence and add a gate to create a formal entrance and separate exit.

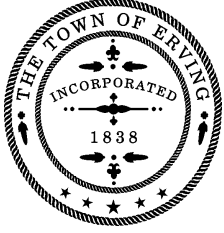
Because the Recycling Center requires staffing, an appropriate working space needs to be provided to shelter employees from weather, maintain paperwork and receipts, etc. Most towns have a small building for this, a space approximately 10’ x 10’ may be sufficient.

Hours of Operation & Staffing

We would propose scheduling 2 open days a week, each for 4 hours. The recommendation would be for a weekend day, such as a Saturday morning, and a weekday afternoon. I have begun reviewing the staffing structures used in neighboring towns. Often there are 2 attendants working these shifts. One to remain at the attendant hut and work with residents and another to help residents as necessary to direct them to the appropriate areas for materials.

Map





TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800
Fax 413-422-2808
Email: administrator@erving-ma.gov

Jacob A. Smith, Chair
Scott Bastarache
William A. Bembury
Select Board

Bryan Smith
Town Administrator

January 9, 2023

To: Select Board
From: Bryan Smith, Town Administrator

RE: Proposed Recycling Center Estimates

As previously discussed, if the Town were to commit to improving the recycling collection area at the Public Works, capital investments would need to be considered. Initial estimates for consideration include:

- Paving of base, binder course and top course of recycling center yard. Estimate: \$ 35,000
- Pouring of a concrete pad for 4 – 20' storage containers (40' x 18' x 6"). Estimate" \$5,600
- Pouring of a concrete pad for 3 – 30yd dumpsters (40' x 55' x 8"). Estimate \$22,000
- Retaining wall blocks for dumpster area. Estimate: \$6,000
- 4 – 20' storage containers (delivered). Estimate: \$20,000



TOWN OF ERVING

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 2022XXXX

DESIGNER SERVICES FOR

TOWN HALL RENOVATION/EXPANSION PROJECT
PHASE 1 & 2

Issued Date: xxxx, 2023

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Attachment A: LIST OF SUBMITTALS REQUIRED AND STANDARD FORMS 12

TIMELINE

Critical Dates: **CHANGE THESE AFTER NEW DATES SET**

- RFQ ISSUED August 9, 2023
- MANDATORY INFO MEETING August 16, 2023 at 10:00AM at Erving Town Hall
- DEADLINE FOR SUBMISSION OF QUESTIONS August 18, 2023 at 5:00PM
- ADDENDA RELEASED BY August 23, 2023
- DEADLINE FOR SUBMISSIONS September 6, 2023 at 5:00PM

Estimated Dates:

- EVALUATION COMMITTEE REVIEWS SUBMISSIONS September 13, 2023
- INTERVIEWS September 20, 2023
- SELECTION OF DESIGNER September 27, 2023
- CONTRACT ISSUED BY October 30, 2023
- WORK BEGINS November 13, 2023
- COMPLETION OF PHASE 1 March 30, 2024

ADVERTISING PER MGL CH7 §§ 44-58

Central Register
COMMBUYS
Town Of Erving Website
Town Hall
Newspaper



Town of Erving

12 East Main Street, Erving, Massachusetts 01344

REQUEST FOR QUALIFICATIONS (RFQ) RFQ 2023XXXX: DESIGNER SERVICES FOR TOWN HALL RENOVATION/EXPANSION PROJECT PHASE 1 & 2

Public Notice & Advertisement

The Select Board of the Town of Erving, acting through its Town Buildings Study Committee, in accordance with Chapter 7, Section 38 of the Massachusetts General Laws, seeks Designer Services for a Phase 1 feasibility study, Phase 2 schematic design, and Phase 3 designer services in support of construction of an expansion/renovation or replacement of the existing Town Hall building located at 12 East Main Street, Erving, MA 01344. The Town will negotiate a fee up to \$60,000 for design services in Phases 1 and 2 of this project. The contract for this service must be approved by the Select Board.

The RFQ must be downloaded from the FRCOG bid website at <https://frcog.org/bids> in order to receive any notifications or addenda that may be issued on behalf of the Town including the notification/login information for the Mandatory Information Meeting on **August 16, 2023**.

Responses Due: **September 6, 2023 no later than 5PM**. Furnish five (5) copies of the submittal clearly labeled "Erving Town Hall Feasibility Study: Designer Services." Send or deliver in a sealed envelope with a digital version on a flashdrive to: Town of Erving, Attn: Chief Procurement Officer, 12 East Main Street, Erving, MA 01344. Proposals received after that time will not be considered. The Town of Erving will pay no costs for preparation of the response.

A highly encouraged, but not mandatory, information meeting for all applicants will be held at **10:00AM, on August 16, 2023**. See Section 5 of the RFQ for details.

The Town of Erving ("Town") reserves the right to reject any and all proposals in part or in whole. It also reserves the right to make an award in any manner consistent with Massachusetts General Law and deemed to be in the best interest of the Town.

Bryan Smith
Chief Procurement Officer

1. BACKGROUND

The Select Board of the Town of Erving, acting through its Town Buildings Feasibility Committee (hereinafter “Committee”), in accordance with Chapter 7, Section 38 of the Massachusetts General Laws, seeks a qualified Designer for determining the feasibility of the expansion/renovation or replacement of the existing Town Hall building located at 12 East Main Street, Erving, MA 01344. The Town will negotiate a fee up to \$60,000 for design services in Phases 1 and 2 (Feasibility and Schematic Design Phases) of this project. The contract for this service must be approved by the Select Board.

2. PROJECT DESCRIPTION

The Town of Erving, MA (hereinafter “Town”) by its Feasibility Committee seeks the services of qualified architects licensed in the Commonwealth of Massachusetts to complete Feasibility and Design Services for the redesign of Erving’s current Town Hall location at 12 East Main Street in Erving, Massachusetts or the construction of a new Town Hall elsewhere in Erving. The Town of Erving has approximately 1,665 residents. The Town reserves the right to negotiate for additional services in Phase 3 of the work with the chosen Designer.

The Town of Erving plans to renovate and expand the existing 9,763 sq ft. Erving Town Hall OR find an appropriate site to renovate an existing building OR build a new building. Sites would include, but not be limited to the following locations: the existing site at 12 East Main Street, Parcel #4-8-8 behind the Senior & Community Center, the former International Paper Mill at 8 Papermill Road, the former Usher Plant site off of Arch Street, or on land owned or purchased by the Town of Erving. Design development of the Erving Town Hall project should be an analysis of all present and future uses of the Town Hall for the next twenty (20) years.

The Erving Town Hall building was built in 1924 as an elementary school. The building was renovated in 1974 to serve as the Town Hall. The Town Hall no longer meets current and projected requirements. Its systems, namely, HVAC, electrical, plumbing, fire protection, etc. require updates. The Town Hall is not fully accessible to serve the entire population of Erving and many functions of a modern Town Hall are not possible because of lack of space. The facility does not provide adequately for the needs of collaborative workspace, meeting space, dedicated network and information technology infrastructure. Existing entry ways and floor space is inadequate for normal flow for a town hall. The facility is neither energy-efficient nor comfortable at certain times of the year. In short, the building requires renovation and modernization to meet current and projected town needs. If the building cannot be made to meet those requirements, another site may be necessary.

Photographs of the original brick building with flat roof and available renovation plans from 1974 will be made available to the selected Designer.

3. QUALIFICATIONS SOUGHT

Designers shall present their qualifications to the Town through the current "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction," which is available for download from the Massachusetts Designer Selection Board website, a proposal letter clearly outlining the scope of services to be provided, and other supplementary information,

including resumes of key team members, references, certification information, etc. as needed. The Designer will present all the information as included in the List of Submittals required.

The successful candidate shall be an individual or firm(s) responding to the RFQ who possesses, at a minimum, the qualifications stated below:

1. Designer intending to perform work must be a registered architect in Massachusetts. Designer must list the names of any consultants that are planned to be used, each of whom must carry registration and licensing in all applicable disciplines. It must be indicated how the design team intends to perform the work (i.e., as an independent company, partnership, joint venture, etc.). Qualification summary, resumes, relevant experience, and assignment to the project must be included for consultants and key staff working on the project. The project manager along with the principal for the project shall be named. Designer must be familiar with Massachusetts Public Construction laws and laws governing state and federal accessibility of public facilities. Designer must be available to attend local meetings.
2. Prospective designers shall demonstrate successful completion of the design of public Town Hall buildings and/or other municipal office buildings of similar complexity. A list of all public projects undertaken in Massachusetts within the past five (5) years and any other projects similar to the project described in this RFQ shall be submitted including a brief description of the projects, their forecast budget and actual cost. This section shall also identify the key personnel assigned to the project and their roles on recent projects.
3. References shall include the owner and general contractor for each of five (5) similar projects that the firm has completed in the past five (5) years. Include the contact names, addresses and phone numbers. Indicate the individuals who had responsibility for each project and whether or not these people are still with your firm.
4. The proposal shall include the design team's plan to carry out the work as described in the scope of services. It shall include an estimated time of completion for each step of the work required. Include in the Cover Letter a statement of capacity and capability to perform the work on schedule by referencing current workload.
5. Sustainability certifications and frameworks such as Leadership in Energy and Environmental Design (LEED), Living Building Challenge, and PassivHaus will be considered. As will health certifications such as WELL. Proposals should include framework credentials and experience with designing projects certified under the above referenced procedures.

4. SCOPE OF SERVICES

The specifics of the services being sought, and other documents relevant to this Request for Qualifications (RFQ), are set forth here in the Scope of Services.

PHASE 1: Building Program review, Site Analysis and Conceptual Design

During this phase, the existing site will be evaluated, as well as other public and private sites for a Town Hall. Phase 1 will be completed by **March 30, 2024**.

Deliverables from Phase 1 will include:

1. Review of existing Town Hall spaces and use demand.
2. Analyze at least two potential sites as determined after discussion with the Town.
3. Develop concept designs to illustrate general issues of layout, topography, volumes, pedestrian and vehicle access, site impact and other considerations. Identify any cost premiums that may be associated with each option.
4. Show site plan for each option.
5. Evaluate municipal zoning or regulations including local design guidelines that might impact the concepts.
6. Provide general civil engineering analysis to include soil, subsurface and site prep constraints.
7. Draw conceptual plans, elevations, building section(s) and perspectives.
8. Present schematic design approaches for Committee to arrive at a preferred design. These must meet the stated requirements with furniture and equipment and demonstrate the functionality of the design. Give specific examples of probable costs of the options. The Committee will select one (1) preferred scheme for further development in Phase Two (2).

PHASE 2: Schematic drawings and plans

Schematic plans and drawings with other related materials will be prepared to present to the Town of Erving, Phase 2. An appropriate schedule and Scope of Service/Deliverables for Phase 2 will be negotiated with the selected Designer.

Deliverables from Phase 2 will likely include these deliverables based on negotiations:

1. Floor plans with furniture and equipment layout. Building elevations, and typical building sections.
2. Site plan (1" = 40 ft. or determined in consultation with the Town of Erving) with parking, grading, building location and utilities. Indicate areas for potential future expansion.
3. Tabulations of square footage shown on architectural plans.
4. Comparisons of the amount of materials and archival storage estimated to square footage shown on architectural plans and elevations.
5. Tabulations for special purpose rooms and areas for public and staff use.
6. Technology usage, layout and equipment.
7. Preliminary Cost estimates.
8. Color renderings of the proposed project for display and presentation purposes.
9. Assistance in the preparation for and presentation to Town boards and Town Meetings until such time as the town secures funding for the project.

PHASE 3: Design Development Drawing through Construction Administration

At the sole discretion of the Erving Select Board, and upon receiving approval at Town Meeting and the associated project funding, the Town of Erving may proceed with Phase 3 Design. The Town of Erving will negotiate a fee for these services or other negotiated services, upon the proper appropriation and grant approvals. The Town of Erving reserves the right to re-advertise and re-procure these or similar services if the Town so chooses. Depending on the chosen design, the Town may hire an Owners Project Manager or Clerk of the Works who will accomplish some of these tasks.

Deliverables from Phase 3 may include:

1. Architectural, engineering, landscape architectural, cost estimating, interior designs suitable for bidding and all other design services required for the completion of the project.
2. Presentation of the design to Town Officials, Boards/Committees and at Public Hearings to secure necessary permits and approvals.
3. Convene a pre-construction meeting to coordinate with the Clerk of the Works or Owner's Project Manager (OPM) and Contractors.
4. Provide administration of the contract for construction.
5. Provide site visits at a minimum of once per week and keep the Committee informed of the progress and quality of the work.
6. Review and certify Contractor's Applications for Payment.
7. Review and approve or take other appropriate action upon Contractor's submittals.
8. Prepare Change Orders and Construction Directives for the Committee's approval.
9. Conduct reviews to determine, with Committee's approval, the dates of substantial Completion and Final Completion,
10. During construction, the Designer shall periodically review the contractor's work in accordance with the requirements of the construction contract and shall provide a written report of each such review. In addition, the Designer shall review and comment upon logs and construction project reports maintained by the Contractor and the Clerk of the Works or Owners Project Manager (OPM). Changes or substitutions shall require advance written approval of the Erving Select Board, Building Committee and the Owner's Project Manager.
11. Upon completion of construction, the Designer shall perform final inspections and advise the Committee of any necessary work to satisfy the contract terms. The Designer shall review as-built drawings prepared by the contractor and when satisfied with their accuracy and completeness shall endorse and submit such drawings to the Committee.

5. INFORMATIONAL MEETING

A highly encouraged, but not mandatory information meeting for all applicants will be held at 10am, on DATE 2023 using an online video/audio conferencing platform. The participation information is:

Registration URL:

Webinar ID:

Phone Participation:

Audio Access PIN:

The Building Committee shall factor the participation in the Meeting in their selection.

6. PREPARATION OF SUBMITTALS

6.1 Submittals to this RFQ shall be on the forms listed, provided and/or copies thereof and must be signed by an authorized representative. The person signing the cover letter shall initial any corrections to entries made on the forms.

6.2 The cover letter shall be signed by a person having the legal authority to execute such a document on behalf of the vendor. The individual signing the legal forms shall indicate his/her title or position in addition to the name and address of the vendor.

6.3 The Town reserves the right to reject any and all responses in total or in part and to waive minor informalities in any submitted document as the Town may deem in the best public interest.

6.4 Each submittal must include a completed "General Information Form", "Tax Compliance", "Certificate of Non-Collusion", and Debarment form, as attached.

6.5 Any submittal may be withdrawn or modified upon written request received prior to the time fixed for the submission of proposals.

6.6 All submittals must be valid for a period of 60 days from the submittal date.

6.7 Professional liability and workers compensation insurance will be required. A minimum of \$2 million of professional liability insurance per occurrence and \$4 million aggregate will be required. A Certificate of Insurance will be required of the awarded Designer.

7. RECEIPT AND OPENING OF THE PROPOSALS

7.1 Proposals are due on **xxxx** no later than 2pm. Furnish five (5) copies of the submittal clearly labeled "Erving Town Hall Feasibility Study: Designer Services." Send to: Town of Erving, Attn: Chief Procurement Officer, 12 East Main Street, Massachusetts 01344. Submittals received after the deadline will not be considered. Contact bids@erving-ma.gov for clarification or to make arrangements for courier delivery.

7.2 The Board reserves the right to reject any or all proposals received and to cancel this procurement at any time. The Town of Erving will pay no costs for preparation of the RFQ.

8. EXPLANATIONS AND ADDENDA

7.1 Written questions related to this solicitation may be requested of the Town in writing no later than **xxxx, 2023 at 4pm**. If explanations are necessary, a reply shall be made in the form of an addendum. A copy of any and all addenda will be forwarded to each registered RFQ holder. Any verbal statements by any person, previous to the award, shall be unauthorized and not binding. Any requested changes to the Contract for Designer Services must be presented during the written question period. Otherwise, the Designer will be expected to sign the Contract as presented in the RFQ.

7.2 Requests for clarification can be submitted by email to the Chief Procurement Officer at bids@erving-ma.gov. The Town takes no responsibility for emails that are not received and suggests that those making the request confirm the receipt of any such request.

9. CONDITIONS

8.1 Each responder shall thoroughly examine and be familiar with the requirements of the RFQ.

8.2 The failure or omission of any submitter to receive or examine the form, instrument, addendum, or other document, shall in no way relieve the responder of any obligations with respect to this solicitation or to the resulting contract. The Town shall make all such documents available to bidders upon request.

8.3 The CHOSEN DESIGNER shall make a determination as to existing conditions for each site evaluated and shall assume all risk and responsibility to complete the work in and under conditions they may encounter or create, without extra cost to the Town.

9. COMPETENCY OF DESIGNER

9.1 The opening of the proposals shall not be construed as an acceptance of the Designer's qualifications. The Town reserves the right to determine the competence and responsibility of a Designer from the submission, its knowledge of their qualifications, from other sources, or from prior experience.

10. DISQUALIFICATION

10.1 Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a submission and the rejection of a proposal:

- a) evidence of collusion;
- b) questions of lack of competency;
- c) default on a previous contract for failure to perform.

11. RULE FOR AWARD

The Town, through the Committee, intends to rank the firms who have submitted complete proposals, interview up to three finalists and negotiate a fee with the top ranked finalist. In the event a fee satisfactory to the Town cannot be negotiated, the Town will move to the second finalist and so on.

The Town reserves the right to reject any and all proposals in part or in whole. It also reserves the right to make an award in any manner consistent with Massachusetts General Law and deemed to be in the best interest of the Town.

12. AWARDED AUTHORITY & FUNDING OF CONTRACT

12.1 The contract for the services specified in this procurement document will be awarded by

the Erving Select Board. If at any time the registered voters in Erving fail to appropriate sufficient funds for performance of the Town's obligations under the contract, the obligations of the parties under the contract shall terminate for any period of time for which sufficient funds have not been appropriated.

DRAFT

GENERAL INFORMATION FORM

SUBMIT THIS FORM AS THE FIRST PAGE OF YOUR RESPONSE
AFTER THE COVER LETTER

Name of Organization: _____

Telephone Number: _____

Years in Business: _____

Organization is (check one):

- Corporation Partnership Association
 Joint Venture Sole Proprietorship Public Agency
 Quasi-Public Agency Other: (Explain) _____

Organization's Address: _____

Email Address of Contact Person: _____

Name, Title and Telephone Number of the Organization's Authorized Representative:


Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the Town of Erving with the services described in the Request for Qualifications dated **xxxx, 2023** and subsequently amended by any Addenda.

The Proposer agrees to comply with all Local, Federal, and State requirements.

The Proposer hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

The Proposer certifies that the Designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, § 39R(d).

Authorized Signature:  _____

Date: _____

Tax Compliance Statement

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Authorized Official's Signature

_____ Title of Person Signing

_____ Typed or Printed Name of Person Signing

_____ Company or Corporation

_____ Telephone Number

_____ Address

_____ Fax Number

_____ Address

Date _____

_____ Email address

Non-Collusion Statement

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

Certificate of Non-Collusion

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

Date _____

Authorized Official's Signature

_____ Typed or Printed Name of Person Signing

_____ Company or Corporation

DEBARMENT AND SUSPENSION STATEMENT

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

DEBARMENT AND SUSPENSION CERTIFICATION

The Designer certifies to the best of its knowledge and belief, that it and its principals:

1. Is not presently debarred, suspended, purposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred (Chapter 550, Acts of 1991) from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date _____

Authorized Official=s Signature

Typed or Printed Name of Person Signing

Company or Corporation


SPACE NEEDS SUMMARY

<u>Space #</u>	<u>Space Category</u>	<u>Room Name</u>	<u>Square Footage</u>	<u>Amenities/Features</u>
1	Public Space			
1A		Vestibule	40	One public bulletin board and one official business bulletin board. Drop box.
1B		Lobby	250	Mail. Brochure area Gallery walls with lighting and art hooks, chairs, public computer/ work station
1C		Waterclosets (2 x 150)	300	Composting toilets? Multiple private WCs rather than 2 multi stall?
1D		Multi-Use Space/Large Conference Room	150	
1E		Town Meeting/ BoS Meeting Space	500	Space for selectboard, press, public, moderator, sign in. Mixed use potential. History of Erving, local business information,
1F (option)		Visitor's Center	?	consignment craft space operated by the senior work off program
2	Storage			
2A		Copy and Mail Room	100	central location
2B		Furniture Storage	40	Extra chairs, folding tables, lectern
2C		Office Supply Storage	30	
2D		IT Storage and Server Room	100	
2E		Archival Space	300	Locked vault
3	Kitchen/Break Room			
3A		Kitchen	120	Microwave, dish sink with hot and cold water, refrigerator/freezer, coffee maker, table with chairs, shelves, bulletin board
3B		Break Room/Medium Conference Room	100	
4	Mechanical			

		Utility Room	200	Space needs depends on the heating and cooling systems.
		Custodial Closet	50	Utility sink. Storage for extra paint, a ladder, basic tools, cleaning supplies, vaccuum, brooms, trash
5	Treasurer	Treasurer's Office	100	
		Assist Treasurer's Office	100	
6	Assessor	Assessor's Office	100	Suite with Town Planner?
7	Tax Collector	Tax Collector and Assistant Tax Collector	140	Lockable window to the public
8	Board of Selectmen	Town Administrator	125	
		Town Planner	100	Suite or shared space with assessor?
		Board of Health, BoS Admin Assist	100	Public counter space with lockable window. Should this office be shared with the Town Clerk?
		File storage	50	Map and file storage
		Small meeting space	50	4-6 people
9	Town Clerk	Town Clerk's Office	120	Shared with BoH/ BoS Admin Assistant?
10	Accountant	Accountant's Office	100	
		Total Square Footage	3365	need to have 2-3 rooms for small meetings able to have executive. Door to close and acoustic privacy

Please note that this list is provided as a courtesy; however, the proposer shall carefully read the RFQ instructions to make sure that all required submittals are attached and should not rely on this checklist.

CHECK LIST FOR REQUIRED SUBMITTALS

- General Information Form
- Cover letter signed by authorized firm representative which should include understanding of the scope of work, confirmation of timing for project completion, and an argument for why the Designer is more qualified and stands out from other Designers.
- DSB Form including references with phone numbers
- Tax Compliance and Non-Collusion Statements
- Debarment Form
- Resumes
- Other Firm Information including Certifications Held
- Authorized signature wherever there is a 

**SAMPLE CONTRACT FOR
DESIGNER SERVICES**

The Selected Designer is expected to sign a contract substantially in accord with this document subject to any changes made in Addenda to the RFQ. Questions should be made during the written question period; otherwise the Designer will be expected to sign as presented.

PROJECT TITLE

XXXXX

LOCATION

Town of Erving, Massachusetts

This agreement is made under seal the _____ day of XXXX in the year 20XX, between The Town of Erving (hereinafter the "Owner" or "TOWN") and XXXX., doing business at XXXX ph XXXX (hereinafter the "Designer").

The Owner's Designated Representative under this Contract is:

Name: XXXX

Position/Title: XXXX

Address: XXXX

Telephone XXX Fax XXX

Email: XXX

The Designer's Designated Representative under this Contract is:

Name: XXXX

Position/Title: XXXX

Email:

XXXX

ARTICLE 1: DEFINITION OF TERMS

- 1.1 CONTRACT DOCUMENTS - this document, any attachments thereto and the Documents listed in Section 37 herein.
- 1.2 GENERAL LAWS - the General Laws of the Commonwealth as amended including any rules, regulations and administrative procedures implementing said laws.
- 1.3 PROJECT - the Project, which is entitled and described within.
- 1.4 OWNER'S DESIGNATED REPRESENTATIVE - the individual who is authorized to act on the Owner's behalf with respect to the Project.
- 1.5 DESIGNER'S DESIGNATED REPRESENTATIVE - the individual who is authorized to act on the Designer's behalf with respect to the Project.
- 1.6 PRINCIPALS - the Designer's registered Architects or Engineers.
- 1.7 APPROVAL OF THE OWNER - a written communication from the Owner's Designated Representative to the Designer expressing the Owner's approval of services or documents prepared by the Designer, which communication in no way relieves the Designer from responsibilities under this Contract. The Owner's approval of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Designer of responsibility for the technical adequacy of his/her work.
- 1.8 NOTICE TO PROCEED - a written communication from the Owner's Designated Representative, which constitutes an essential condition of this Contract, authorizing the Designer to perform the services for the project phase to which such notice shall relate.
- 1.9 SUBMITTAL DATES - those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.10 CONSTRUCTION CONTRACT – the Contract for Construction of the Project including all documents incorporated by reference in addition to all plans, specifications and drawings, modifications, change orders and the terms and conditions of the Invitation For Bid (IFB).
- 1.11 TOTAL CONSTRUCTION COST – the sum of (1) the actual construction contract award price and (2) each authorized change order, which revises the construction contract award price.
- 1.12 RECORD DRAWINGS – record drawings shall consist of all the contract drawings, which are incorporated herein by reference.

ARTICLE 2: PROJECT BUDGET AND TIME PARAMETERS

- 2.1 The Owner's total budget for the Designer's compensation is set at a fixed fee of \$XXX (XXX dollars) inclusive of direct costs/reimbursable expenses. The Owner's schedule for the Project calls for the following milestones to be met by the specified dates:

<u>Milestone</u>	<u>Date</u>
PHASE 1 COMPLETION	xxx, 2021
PHASE 2 COMPLETION ACCEPTANCE OF SITE	# WEEKS FROM TOWN

- 2.2 This Contract will commence on the date of the Notice to Proceed and terminate on XXXX, 202xx unless extended in writing by agreement of the parties or terminated pursuant to Article 18 herein.

ARTICLE 3: SCOPE OF WORK

The Designer shall perform any and all professional services in accordance with Attachment A, Scope of Work to fully complete the project, unless modified by an executed Change Order, and any other attachments hereto detailing work to be performed by the Designer, which are incorporated herein by reference.

ARTICLE 4: KEY PERSONNEL

The Designer represents that the key individual(s) named below in this section will be assigned to the performance of the Designer's obligations under this Contract. The key individuals shall be available for the duration of the Contract. These individuals include staff from other forms in partnership with the designer.

<u>Name and Title</u>	<u>Discipline</u>	<u>Project Role</u>
xxxx		

- 4.1 The services of each named individual shall be required unless the individual becomes unavailable for one of the following reasons: death, disability, or termination of the underlying employment relationship.
- 4.2 If a key individual named in this section becomes unavailable for any of the above reasons the Designer shall give the Owner's Designated Representative the résumé of a proposed replacement and offer the Owner the opportunity to interview the proposed replacement. If the Owner is not reasonably satisfied that the proposed replacement has comparable ability and experience she/he shall notify the Designer in writing. The Designer shall then propose another replacement and the above process shall be repeated until a proposed replacement shall be approved by the Owner.

- 4.3 The Owner shall have the right to require the Designer to remove any key individual from his or her assignment to this Contract for cause. The key individual shall receive reasonable notice of any such action.

ARTICLE 5: RESPONSIBILITIES OF THE OWNER

- 5.1 The Owner shall, without unreasonable delay, render all approvals required by this Contract in writing to the Designer, or shall notify the Designer in writing why such approvals are being withheld. The Owner shall not unreasonably withhold any approval, acceptance, or consent required under this Contract.
- 5.2 For satisfactory performance of all services required in this Contract, the Owner shall compensate the Designer in accordance with the provisions of Articles 13 through 17.
- 5.3 The Owner shall furnish to the Designer, if available and in the owner's possession: available surveys of the Project's building site, or sites, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests; any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services; and data and drawings regarding existing buildings. All such data and any other data provided to the Designer by the Owner shall remain the property of the Owner. The Designer may use all data provided by the Owner only for the purposes of this Contract, unless the Owner gives the Designer specific written permission for some other use.
- 5.4 The Owner does not guarantee, nor does it make any express or implied warranties concerning the accuracy of information furnished and the Designer must satisfy him/herself as to the correctness of data, except in instances where the Owner makes specific written exceptions. The Designer shall, within the basic fee, analyze and evaluate the information furnished by the Owner.
- 5.5 If data of the type identified in section 5.3 is not available or is in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant to perform the work, in which case the Designer shall be reimbursed in accordance with Article 15 or to perform the work with his or her own employees, and if authorization is granted, the Designer shall be compensated in accordance with Article 17. In no case shall the Designer commence such work without prior written authorization of the Owner's Designated Representative.

ARTICLE 6: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED UNDER THE BASIC FEE

- 6.1 The Designer shall perform professional services in accordance with the Scope of Work set forth in Attachment A, which is incorporated herein by reference. The Designer shall have no responsibility for any asbestos or hazardous material-related design or contract administration services. The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates, and other work furnished by him/her or his/her consultants and subcontractors. Because time is of the essence, the Designer shall, at his/her own expense, staff his/her office with

sufficient personnel to complete the services required under this Contract in a continuous and expeditious manner and shall meet the approved schedule and submittal dates established during this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

- 6.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking or reviewing by the Owner will not be necessary. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Any changes, corrections, additions, or deletions made by the Owner shall be incorporated into the design of the Project unless detailed objections thereto are received from the Designer and provided to the Owner's Designated Representative. The Designer, with the written approval of the Owner's Designated Representative, which shall not be unreasonably withheld, shall determine materials, equipment, component systems and types of construction to be included in the design of the Project. The Designer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Designer under this Contract according to the professional standard of care. The Designer shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his/her designs, drawings, specifications, reports, and other services.
- 6.3 The Designer shall thoroughly acquaint his/her employees and consultants with the provisions of Massachusetts General Laws Chapter 149, 30 §39M and 30B §5 (procurement laws).
- 6.4 The Owner's review, approval or acceptance of, or payment for, any of the services furnished shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- 6.5 The Designer shall perform the tasks outlined in Attachment A, Scope of Work, which is incorporated herein by reference. In general, the Project shall be completed in two phases:
 - 6.5.1 Phase 1 – Feasibility Study
 - 6.5.2 Phase 2 – Schematic Design and Cost Estimates
 - 6.5.3 Phase 3 – Final Design, Construction Cost Estimates, Construction Observation and Designer Services during Construction, Project Permitting and Approvals, and/or Bid Services including Recommending a General Contractor from the bid process. Detailed scope and fee to be negotiated at a later date. The Owner has no obligation to move to Phase 3 services with the Designer.

ARTICLE 7: CONSULTANTS AND SUBCONTRACTING

- 7.1 The Designer shall not employ consultants except Key Personnel designated in Article 4 or assign or transfer any part of his/her services or obligation under this Contract without the prior approval of and written consent of the Owner. The Owner may rescind its consent if a

consultant or subcontractor is incompetent, irresponsible, or otherwise unsatisfactory, and the Designer shall remove such consultant or subcontractor from the work. The Owner's written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all dates, designs, drawings, specifications, estimates and other work or materials furnished.

7.2 Except as otherwise provided in this Contract, whenever the services of the following consultants are required, the Designer shall employ them within the basic fee for this Project: Structural Engineers, Electrical Engineers, Mechanical Engineers, Civil Engineers, Plumbing Engineers, Sanitary Engineers, Architects, Landscape Architects, Cost Estimators, Code Specialists, Specification Writers, Interior Designers for the Project or under Article 4 of this Contract or any other consultant required to provide the services herein. Consultants must be registered in their respective disciplines if the applicable General Laws requires registration.

7.3 When the Designer receives payment from the Owner, the Designer shall within fourteen (14) calendar days make payment to each consultant whose work was included in the work for which such payment was received from the Owner. The Owner shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the Owner.

7.4 The Designer may not employ in any element of design, specification, estimating or other work under this Contract any person or firm that expects to be a bidder or supplier for the construction of the Project or any part thereof.

ARTICLE 8: SUCCESSORS AND ASSIGNS

This Contract shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto.

ARTICLE 9: TIME RECORDS

The Designer shall cause to be maintained complete, accurate and detailed records of all time devoted to the Project by the Designer and each consultant or subcontractor employed by the Designer. The Owner may at all reasonable times audit such records. The Designer shall maintain accurate and detailed accounts for a six-year period after the final payment in accordance with Massachusetts General Laws Chapter 30 §39R.

ARTICLE 10: ACCESS TO RECORDS

The Designer will make all books, accounts, data, records, reports, files and other papers, things or property, required to be kept or kept in the course of the work to be performed under this Contract, available at all reasonable times for inspection, review and audit by the Owner, Owner's Designated Representative, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the U.S. General Accounting Office. The Designer further agrees to keep track of work-hours for this Project on a form acceptable to the Owner, and shall provide same to the Owner within seven (7) days of request or at the completion of this Project.

ARTICLE 11: COMPLIANCE WITH LAWS

The Designer shall exercise due care in accordance with generally accepted standards of

professional practice, to perform the work required under this Contract in conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the Designer shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Designer's failure to comply with the provisions of this Article and shall indemnify the Owner against any liability incurred as a result of a violation of this section.

Prospective bidders are advised that wages paid in connection with this work are subject to Massachusetts General Laws Chapter 149 §27F.

ARTICLE 12: RECORD DRAWINGS, REPORTS, CALCULATIONS

- 12.1 The Owner shall have unlimited rights, for the benefit of the Owner, in all drawings, designs, specifications, notes, and other work developed in the performance of this Contract, including the right to use same on other projects without additional cost to the Owner; and with respect thereto, the Designer agrees and hereby grants to the Owner an irrevocable royalty-free license to all such data, which he/she may cover by copyright and to all designs as to which he/she may assert any rights or establish any claim under any patent or copyright laws.
- 12.2 If prepared in AutoCad, the Designer shall provide said drawings in that format. The Designer shall not be responsible for changes made in the documents without the Designer's authorization, nor for the Owner's use of the documents on projects other than the Project, unless this is a contract for design services for a master plan or prototype.

ARTICLE 13: DESIGNER'S BASIC FEE

- 13.1 For the performance of all services required in this Contract and excluding those services specified under Article 14, 15, and 16, the Designer shall be compensated by the Owner in accordance with the lump sum fee as designated in the Notice to Proceed and determined in accordance with: (a) a negotiated lump sum fee, or (b) a lump sum fee established by the Owner prior to the designer selection process.
- 13.2 If there is a substantial change in the Scope of Work provided in this Contract, the Designer, and the Owners Designated Representative may agree to an adjustment in the Designer's Basic Fee. Delay of one (1) year or more by the Owner and a significant change in the total construction cost of the Project will be considered a substantial change in Scope of Work.
- 13.3 Payment of the design fee shall be made in accordance with Article 17.

ARTICLE 14: EXTRA COMPENSATION

- 14.1 With the prior written approval of the Owner's Designated Representative, the Designer shall perform all or any of the following services in addition to the Scope of Work performed pursuant to other provisions of this Contract:

- 14.1.1 revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Owner, except for changes occasioned by the Designer's errors or omissions;
- 14.1.2 preparing documents for alternate bids requested by Owner except alternates prepared by the Designer to adjust the total construction cost;
- 14.1.3 providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in Article 6 as may be required in connection with the replacement of such work;
- 14.1.4 providing professional services made necessary by the default of the contractor in the performance of the construction contract;
- 14.1.5 providing services after final payment to the contractor except for services occasioned by the Designer's errors or omissions;
- 14.1.6 preparing special documents for or appearing as a witness in change order appeal hearings under Massachusetts General Laws Chapter 30 §39Q or in judicial litigation arising out of the construction contract, except for such services occasioned by the Designer's errors or omissions;
- 14.1.7 preparing change orders and supporting data, except as set forth in Article 16;
- 14.1.8 revising construction documents submitted in their final and complete form for which bids were not received within six (6) months after submission;
- 14.1.9 making studies and preparing applications and reports to assist the Owner in obtaining Federal or State aid, if not contained in Attachment A, Scope of Work, and;
- 14.1.10 performing any other professional services not otherwise required under this Contract.

14.2 For the services provided pursuant to paragraph 1 of this Article, the Designer shall be compensated by the Owner at the Designer's standard hourly rate of **\$xxx / hr.**

ARTICLE 15: REIMBURSABLE COSTS

- 15.1 The Contract is considered Fixed Fee. Therefore, the Owner shall not reimburse the Designer for travel expenses under this Contract, provided, however, that in special circumstances and with prior written approval from the Owner's Designated Representative, the Designer may be reimbursed for mileage at current IRS rate consistent with applicable statutes, rules, and regulations.
- 15.2 The Owner shall not reimburse the Designer for any telephone or other out-of-pocket expenses unless specifically authorized consistent with applicable statutes, rules, and regulations.

15.3 The tax exemption number assigned to the Owner as an exempt purchaser to the extent that material and supplies are used or incorporated in the performance of this Contract is 04-6001424

ARTICLE 16: DESIGN FEES AND RESPONSIBILITY FOR MODIFICATIONS AND CHANGE ORDERS

- 16.1 The Designer shall be compensated in accordance with the negotiated fixed fee or in Attachment A for the preparation of modifications, change orders and supporting data. Neither the Designer nor his/her consultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of the bid documents, or that were occasioned by the Designer's errors or omissions, as reasonably determined by the Owner. The Designer shall not be compensated for any services involved in preparing changes required to make unit price adjustments due to existing conditions, nor for services involved in change orders for time extensions only. Changes for which the Designer received no compensation under this Article shall be called "no fee modifications" or "no fee change order." The fact that the Designer receives no fee shall not limit the Owner's legal remedies regarding such changes.
- 16.2 Payments to the Designer for modifications or change orders shall be made upon completion of the contractor's work under such modifications or change orders.

ARTICLE 17: METHOD OF PAYMENT TO THE DESIGNER

This project is funded by a Town Appropriation.

The compensation provided by this Contract is subject to the continued availability of funds for the Project, and to the continued eligibility of the Town to receive such funds. In absence of such funds, this Contract shall be terminated as provided for in Article 18, with Designer allowed payment for work up to the date of termination notice.

For all services to be performed under this Agreement, the Designer shall be compensated in accordance with invoices submitted by the Designer to the Town. The final invoice shall be submitted no later than 5 days after the end of the project period. Invoices should document dates of services and a description of services rendered. Any supplies and/or materials purchased as a direct cost to this project outside this agreement will become the property of Town and must have prior approval.

The Town's fiscal year ends June 30. Invoices for work at the end of the fiscal year must be received by Town within 5 calendar days (July 5), even if a contract remains "open". Due to certain funding constraints, if an invoice is not received by this deadline, payment could be jeopardized.

<p>The total amount of payments for this project will not exceed \$xxxx (xxxx dollars) unless modifications are made per Articles 14 and 16. Invoices shall be submitted quarterly with a brief progress report.</p>

ARTICLE 18: TERMINATION, NO AWARD

18.1 By written notice to the Designer, the Owner may terminate this Contract in whole or in part at any time either for the Owner's convenience or because of the failure of the Designer to fulfill his/her contract obligations. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, including proportionate payment for partially completed work, shall be paid to the Designer by the Owner. Such payment shall not exceed the fair value of the work, as the Owner shall determine. No amount shall be allowed for anticipated profit on unperformed services.

18.2 If the contract is terminated due to the failure of the Designer to fulfill his contract obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Designer shall be liable to the Owner for any additional costs occasioned to the Owner thereby. These rights and remedies of the Owner are in addition to any rights and remedies provided by law or under this Contract.

18.3 By written notice to the Owner, the Designer may terminate this Contract:

18.3.1 if the Designer, after sixty (60) days following written notice to the Owner from the Designer of any default by the Owner under this Contract, shall have failed to remove such default, or

18.3.2 if, after the Designer shall have performed all services required of the Designer in Phase 1, at least two (2) years shall have elapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project.

Upon any such termination by the Designer, all compensation and reimbursement payable to the Designer in accordance with this Contract up to and including the date of termination shall be paid to the Designer by the Owner. No amount shall be allowed for anticipated profit on unperformed services.

18.4 Upon any termination of this Contract the Designer shall deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and material, whether completed or in process, as may have been accumulated by the Designer in performing this Contract.

ARTICLE 19: RELEASE AND DISCHARGE

The acceptance by the Designer of the last payment for services paid shall operate as and be a release to the Owner and every employee, and agent thereof, from all claims and liability to the Designer for everything done or furnished for or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work; except that such acceptance shall not release the Owner from any liability it would otherwise have for injuries to third parties resulting from the negligent acts or omissions of the Owner or its employees.

ARTICLE 20: NOTICES, APPROVALS, INVOICES

20.1 Any notice required under this Contract to be given by the Owner to the Designer, or by the Designer to the Owner shall be deemed to have been so given, whether or not received, if

mailed by prepaid postage by, respectively, the Owner to the Designer at the address specified for the Designer on Page 1 above, or the Designer to the Owner at the address specified for the Owner on page 1 above. If both parties expressly agree, Email may be acceptable for notices.

- 20.2 All invoices may be submitted after the completion of the milestone and will be promptly processed by the Owner if they are in conformity with the contract terms and properly documented; if not they will be returned to the Designer. No invoice, however, shall be required to be so submitted or processed when the net amount due is less than two hundred dollars (\$200).
- 20.3 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.
- 20.4 Request for previously authorized expenses of any nature must be accompanied by a billing/receipt from the source of the expense.

ARTICLE 21: INSURANCE / INDEMNITY

- 21.1 The Designer shall at his own expense obtain and maintain **Professional Errors and Omissions (E & O) Liability** insurance coverage for Architects and/or Engineers for negligent errors, omissions and acts of the Designer or of any person or business entity for whose performance the Designer is legally liable caused by the performance of this Contract, in the amount of three million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate, for the applicable period of limitations.
- 21.2 All required insurance in addition to the E & O policy shall be certified by a duly authorized representative of the insurer(s), including the Town of Erving, Massachusetts as additional insured (except for Professional Liability and Workers Compensation/Employer's Liability), in the following limits:
 - 21.2.1 Broad Form Commercial Liability: \$1,000,000 per occurrence; \$2,000,000 per aggregate;
 - 21.2.2 Automobile Liability coverage, including coverage for owned, hired, or borrowed autos: \$1,000,000 C.S.L.;
 - 21.2.3 Umbrella or Excess Liability coverage, following form of underlying General and Automobile Liability coverage: \$3,000,000 C.S.L.per occurrence and in the aggregate;
 - 21.2.4 Workers' Compensation coverage (per M.G.L. c.152): at statutory limits, and;
 - 21.2.5 Employer's Liability coverage: Coverage A - at statutory limits and Coverage B – at limits of \$100,000/\$500,000/\$100,000.
- 21.3 All coverage shall be in force from the time of this Contract to the date when all construction work designed under this Contract is completed and accepted by the

Owner. Since this insurance is normally written on a year-to-year basis, the Designer shall immediately notify the Owner should coverage become unavailable.

- 21.4 The Designer shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Massachusetts General Laws Chapter 152, as amended, to all employed under this Contract and shall continue such insurance in full force and effect during the term of this Contract.
- 21.5 The Designer shall carry insurance in sufficient amount to assure the restoration of any plans, drawings, computations, cost estimates, field notes, reports, or other similar data relating to the work covered by this Contract in the event of loss or destruction until the final fee payment is made or all data is turned over to the Owner.
- 21.6 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with this Contract. The Designer shall provide to the Town at least thirty (30) days prior written notice of cancellation, which date should be expressed in said notice.
- 21.7 Indemnification
- 21.7.1 To the fullest extent permitted by law, the Designer shall defend (as respects only claims for bodily injury, personal injury and/or property damage to the extent covered by commercial general liability insurance), indemnify, and save harmless the Town and its respective duly elected or appointed officials, and employees (referred to collectively as the "Owner") from and against demands, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") to the extent caused by any work performed pursuant to this Contract including, negligent acts, errors, or omissions of the Designer, any subcontractor of the Designer, or any person directly or indirectly employed by any of them, or by a negligent defect of a design supplied by the Designer or subcontractor.
- 21.7.2 Designer assumes responsibility for relations with subcontractors employed directly or indirectly by the Designer and the Designer shall defend (as respects only claims for bodily injury, personal injury and/or property damage to the extent covered by commercial general liability insurance), indemnify, and save harmless the Town from all demands made against the Owner by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Contract including, negligent acts, errors, or omissions to the extent caused by the negligent performance of this Contract or any subsequent Agreement.
- 21.7.3 The Designer shall defend, indemnify, and hold harmless the Owner from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Designer for work performed in connection with the work hereunder or required by Federal or State law including, Fair Labor Standards Act and Massachusetts Prevailing Wage Law.
- 21.7.4 The limitations above shall not negate, abridge, or reduce in any way any additional indemnification rights of the Owner, that otherwise may exist under

Statute or in law or equity.

- 21.8 The Designer's insurance policy coverage shall be priority in coverage for all claim(s) except for Professional Liability.
- 21.9 Upon request of the Designer, the Owner reserves the authority to modify any conditions of this Article

ARTICLE 22: LEGAL REQUIREMENTS

22.1 Non-resident Processing - Signatures

Every Designer who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Designer, hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this Contract may be served. When legal process against any such person is served upon the Secretary of the Commonwealth, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the Owner or its lawful attorney to said Designer or nonresident co-partner at the address set forth in this Contract. Said Designer or said nonresident co-partner hereby stipulates and agrees that any lawful process against it, which is served on said attorney, shall be of the same legal force and validity as if served on said Designer or said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Designer or said co-partner.

22.2. Truth-In-Negotiations Certificate

If the Designer's fee is negotiated, the Designer will file a truth-in-negotiations certificate prior to being awarded this Contract, which must be incorporated into the Contract (A copy is attached.). The certificate must contain:

- 22.2.1 a statement that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at this time of contracting, and;
- 22.2.2 an agreement that the original contract price and any additions to this Contract may be adjusted within one (1) year of completion of this Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete, or non-current wage rates or other costs.

22.3 Nondiscrimination

The Designer shall not discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any protected class under the law.

ARTICLE 23: CHOICE OF LAW

This Contract shall be construed under and governed by the laws of the Commonwealth of

Massachusetts and any lawsuit brought pursuant to this Contract shall be commenced only therein. The Designer, and the agents thereof, agree to bring any Federal Court legal proceedings arising under this Contract, in which the Owner is a party, in a court of competent jurisdiction in Hampden County, Massachusetts. The Designer, and the agents thereof, agree to bring any State Court legal proceedings arising under this Contract, in which the Owner is a party, in a court of competent jurisdiction in Franklin County, Massachusetts. This paragraph shall not be construed or limit any rights a party may have to intervene in any action, in any court of wherever, pending, in which the other is a party.

ARTICLE 24: WAIVERS

The provisions of this Contract can be waived only by written agreement, except where otherwise stated herein. Forbearance or indulgence by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 25: CONFLICT OF INTEREST

- 25.1 Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designees, or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his/her tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any Contract or subcontractor, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such Contracts or subcontractors a provision prohibiting such interest, pursuant to the purposes of this Article.
- 25.2 Further, each party shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501, et seq), which limits political activities by employees whose principal employment is in connection with an activity, which is financed in whole or in part with Federal funds.

ARTICLE 26: AMENDMENTS

No amendment to this Contract shall be effective unless it is executed by the Designated Representatives of both parties.

ARTICLE 27: SEVERABILITY

In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

ARTICLE 28: AVAILABILITY OF FUNDS

The compensation provided by this Contract is subject to the continued availability of funds, appropriation of the funds, and the continued availability of any other funds anticipated or earmarked for the work hereunder.

ARTICLE 29: RIGHTS AND REMEDIES

The Owner's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

ARTICLE 30: MARGINAL HEADINGS, PRONOUNS

The marginal headings used in this Contract are for convenience only and shall not be deemed to be a binding portion of this Contract. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

ARTICLE 31: TERMINATION

- 31.1 If the Designer becomes bankrupt or insolvent during the term of this Contract or is unable to meet obligations as they become due, or breaches the terms of this Contract in any way, the Owner may forthwith terminate this Contract upon written notice thereof to the Designer. Such termination shall not prejudice the Owner's right to any amounts of work product then due under this Contract.
- 31.2 If the Owner shall become bankrupt or insolvent during the term of this Contract, or is unable to meet obligations as they become due, this Contract shall be deemed breached by the Owner, and the Designer shall have the right to terminate this Contract by serving written notice of termination. This shall be the exclusive right of the Designer.
- 31.3 Either party may terminate this Contract, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Contract through no fault of the terminating party. However, no such termination may be effected unless the other party is given:
 - 31.3.1 not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and;
 - 31.3.2 an opportunity for consultation with the terminating party before termination.
- 31.4 If the Owner terminates for default, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Designer at the time of termination may be adjusted to the extent of any additional costs the Owner incurs because of the Designer's default.

- 31.5 The Owner may terminate this Contract, in whole or in part, in writing for inconvenience, (such as for legal or financial reasons or major changes in the work or program requirements) and the Designer is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- 31.6 If the Owner terminates for inconvenience, the Designer shall be paid for work performed to date but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due to the Designer at the time of termination may be adjusted to the extent of any additional costs the Owner incurs.
- 31.7 Upon receipt of a termination action under the paragraphs above, the Designer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as the Designer may have accumulated in performing this Contract, whether completed or in process. Upon termination under the paragraphs above, the Owner may take over the work and prosecute the same to completion by agreement with another party or otherwise.
- 31.8 If, after termination for failure of the Designer to fulfill its contractual obligation, it is determined that the Designer had not so failed, the termination shall be deemed to have been effected for the inconvenience of the Owner.

ARTICLE 32: LICENSE AND FEES

The Designer shall obtain all licenses and permits (other than the license and permit granted by the Contract) required to conduct the activities pursuant to this Contract and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

ARTICLE 33: ASSIGNMENT

The Town and Designer recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

ARTICLE 34: SUCCESSORS AND ASSIGNS

The Town and the Designer each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

ARTICLE 35: STATUTORY COMPLIANCE:

- 35.1 This contract will be construed and governed by the provisions of applicable Federal, State and local laws and regulations; and wherever any provision of the contract or contract documents

shall conflict with any provision or requirement of Federal, State or local law or regulation, then the provisions of law and regulation shall control. Where applicable to this Contract, the provisions of Massachusetts General Laws are incorporated by reference into this Contract including, but not limited to, the following:

35.1.1 General Laws Chapter 30B - Procurement of Goods and Services

35.1.2 General Laws Chapter 30, section 39 et. seq. - Public Works Contracts

35.1.3 General Laws Chapter 149, section 44A et. seq. - Public Buildings Contracts

35.1.4 General Laws Chapter 25A - Division of Energy Resources

35.2 Wherever applicable law mandates the inclusion of any term and/or provision into a municipal contract, this Article shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

35.3 The Designer shall give all notices and comply with all laws and regulations bearing on the performance of this Contract. If the Designer performs the Contract in violation of any applicable law or regulation, the Designer shall bear all costs arising therefrom.

35.4 The Designer shall keep itself fully informed of all existing and future State and national laws and municipal by-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the drawings, specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Owner. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Owner and its duly appointed agents against any claim or liability arising from or based on any violation whether by the Designer, its agents, employees or subcontractors or any such law, by-law, regulation or decree.

ARTICLE 36: OWNERSHIP OF DOCUMENTS

The parties agree that all documents created for the Project by the Designer shall belong to the Owner. Any reuse of documents by the Owner will be at Owner's sole risk.

ARTICLE 37: CONTRACT DOCUMENTS

The Contract shall include the following documents, and this Contract does hereby expressly incorporate the same herein as fully as if set forth verbatim in this Contract:

37.1 This Contract;

- 37.2 Request for Qualifications (which shall apply except to the extent this Contract provides otherwise);
- 37.3 Designer’s Proposal Response (which shall apply except to the extent this Contract provides otherwise);
- 37.4 Authorization of the governing body authorizing the work and services contemplated herein;
- 37.5 Insurance certificates evidencing the insurance required;
- 37.6 Tax Compliance Certification and Non-Collusion Statement, and;
- 37.7 Any Addendum listed herein.

ARTICLE 38: ENTIRE UNDERSTANDING

This Agreement, together with the attachments hereto, if any, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

ARTICLE 39: DESIGNER’S CONTRACT SUPPLEMENTARY DATA

39.1 By signing this Contract, the Designer certifies under the penalties of perjury that the following named (Directors of Corporation) are registered by the Commonwealth of Massachusetts as architects or professional engineers pursuant to the provisions of the Massachusetts General Laws and further that the (Directors of the Corporation) and all the joint ventures are so registered by the Commonwealth of Massachusetts.

<u>Name</u>	<u>Title</u>	<u>Mass. AIA Registration No.</u>
xxxx		

39.2 By signing this Contract, the Designer certifies under the penalties of perjury that in accordance with Chapter 7, section 38H (e), the Designer has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the Contract for Design Services; no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer; and no person, corporation or other entity, other than a bona fide full-time employee of the Designer has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining the Contract for Design Services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the Designer.

- 39.3 By signing this Contract, the Designer certifies under the penalties of perjury that pursuant to Massachusetts General Laws Chapter 62C §49A, the Designer has filled all State tax returns, paid all taxes and complied with all laws of the Commonwealth of Massachusetts relating to taxes; and that pursuant to Massachusetts General Laws Chapter 151A §19A, the Designer has complied with all laws of the Commonwealth of Massachusetts relating to contributions and payments in lieu of contributions to the Employment Security Systems.
- 39.4 By signing this Contract, the Designer certifies under the penalties of perjury that, if the Designer is a corporation, the Corporation has filed with the Secretary of the Commonwealth all certificates and annual reports required by Chapter 156B §109 (Business Corporation), by Chapter 181 §4 (Foreign Corporation), or by Chapter 180 §26A (Non-Profit Corporation) of the Massachusetts General Laws.
- 39.5 By signing this Contract, the Designer certifies under the penalties of perjury that the Designer is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions, under any Commonwealth law or regulation including, but not limited to, M.G.L. c. 29 §29F and M.G.L. c. 152 §25C.
- 39.6 By signing this Contract, the Designer certifies under the penalties of perjury that the Designer is aware of the American with Disabilities Act which prohibits discrimination based upon disability and shall meet the standards applicable to the state under the American with Disabilities Act 42 U.S.C. 12101 et seq; 28 CFR Part 35, as amended. The Designer shall not discriminate against any person because of race, color, religion, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any protected class under the law.
- 39.7 By my signature below, I certify that all information is submitted under the penalties of perjury and that I am familiar with the Massachusetts State Building Code, Massachusetts General Laws, Chapter 149 §44A-44H, §44M, and Chapter 30 §39M, and the provisions of the Americans with Disabilities Act and the codified regulations of the Architectural Barriers Board.

IN WITNESS WHEREOF, on the day and year hereinabove first written the Designer (if individual) has hereunto set his/her hand and seal -- (if partnership) has caused these presents to be signed and sealed by its partner in the name of the partnership -- (if Corporation) has caused these presents to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized so to do * -- and in each case the signatory makes the representation and certification set forth in Article 27 under the pains and penalties of perjury, and the Owner has signed these presents in behalf of the TOWN OF ERVING

* If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation authorizing the said signing and sealing.

xxxx CHAIRMAN BOARD OF SELECTMEN
TOWN OF ERVING

DATE DATE

LEGAL NAME OF DESIGN FIRM

DATE

CERTIFICATION AS TO AVAILABILITY OF FUNDS

DATE

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B

DESIGNER SUBMISSION GENERAL INFORMATION FORM AND REQUIRED DOCUMENTS INCLUDING COVER LETTER

INCLUDING ALL REQUIRED SIGNED CERTIFICATIONS

DRAFT



TOWN OF ERVING

12 Main Street
Erving, Massachusetts 01344
Telephone: (413) 422-2800
Facsimile: (413) 422-2808
Email: administrator@erving-ma.gov

ADM-181

Policy

Family and Medical Leave Policy

Approved: _____ Date: _____
Select Board Chair, Jacob A. Smith

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.01 Issue Date / Effective Date

This policy is issued and effective on _____.

This policy supersedes the **Family and Medical Leave Act Policy**, previously issued on November 23, 2015.

.02 Introduction

The Federal Family and Medical Leave Act of 1993 (“FMLA”) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons, as explained below.

.03 Employee Eligibility

To be eligible for FMLA benefits with the Town of Erving (the “Town”), an employee must:

- A. Work for the Town;
- B. Have worked for the Town for a total of at least twelve (12) months in the prior seven (7) years; and
- C. Have worked at least 1,250 hours over the previous twelve (12) months.

.04 Leave Entitlement

Section 1. The Town will grant an eligible employee up to a total of twelve (12) work weeks of unpaid leave during a rolling 12-month period¹ for one or more of the following reasons:

- A. For the birth of a child and to care for the newborn child;
- B. For the placement with the employee of a child for adoption or foster care;
- C. To care for an immediate family member (spouse, child, or parent) with a serious health condition;
- D. When the employee is unable to work because of their own serious health condition that prevents them from performing the functions of their job; or
- E. For a “qualifying exigency” (as defined in 29 CFR § 825.126) when the employee’s spouse, child, or parent who is a member of any branch of the military, including the National Guard or Reserves, has been deployed or called to active duty, in a foreign country.

Spouses employed by the Town are jointly entitled to a combined total of twelve (12) workweeks of family leave, except when the leave is needed to care for a child or spouse with a serious health condition; under such circumstances, such employees may each be eligible for up to twelve (12) weeks of family leave.

Leave for birth or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement.

Section 2. The Town will also grant an eligible employee up to a total of twenty-six (26) weeks of unpaid FMLA leave for the following reasons:

- A. To care for a spouse, children, parent, or next of kin (i.e., nearest blood relative), who is a current member of the Armed Forces (including a member of the National Guard or Reserves) and who is undergoing medical treatment, recuperation or therapy, is an outpatient, or is on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces, (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty in the Armed Forces).
- B. To care for a spouse, child, parent, or next of kin (i.e., nearest blood relative), who is a veteran undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty) and manifested itself before or after the member became a veteran. The veteran must have been a member of the Armed Forces (which includes the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy.

Such a 26-week leave period shall only be available for a single 12-month period.² To the extent spouses work for the Town, the aggregate number of workweeks available to both spouses shall be limited to 26 weeks during the single 12-month period. In addition, any leave taken during that single 12-month period for one of the other qualifying reasons (as noted in this Policy) shall count against the 26 weeks available.

¹ For the purposes of calculating the 12-month period referred to above, the Town will measure the 12-month period backward from the date of an employee’s request for FMLA leave. Each time an employee takes FMLA leave, the Town will determine the total amount of FMLA leave used by the employee during the preceding 12 months, and the remaining time available to the employee will be the balance of 12 weeks which has not been used.

² Calculation of the single 12-month period in this Section shall be based off the 12-month period immediately following the first day of such FMLA-qualifying leave. Such 26-week period shall not be based on the rolling measurement noted in Section 1.

(Only 12 of the 26 weeks total may be used for an FMLA-qualifying reason other than to care for a covered servicemember.)

Section 3. Under some circumstances, employees may take FMLA leave intermittently.

- A. When intermittent leave is needed to care for an immediate family member, the employee's own illness, or a covered servicemember, and is for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Town's operation.

- B. The Town may temporarily transfer an employee taking intermittent or reduced schedule leave to an alternative job, with equivalent pay and benefits, that accommodates recurring periods of leave better than the employee's regular job when such leave is foreseeable based on planned medical treatment.

Section 4. The Town may require employees to use accrued paid leave³, such as sick or vacation leave, or compensatory time, to cover some or all of the FMLA leave. When paid leave is used, the employee must follow the Town's paid leave policies and procedures with respect to use of such leave.

Any leave taken by an eligible employee for any of the reasons covered by this policy will be considered FMLA leave and will be designated as such even if the employee does not specifically identify the time off as FMLA leave.

.05 Maintenance of Health Benefits

The Town will maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The employee will make arrangements with the Town to pay their share of health insurance premiums while on leave. The Town may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

.06 Job Restoration

Upon return from FMLA leave, an employee will be restored to their original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

In addition, an employee's use of FMLA leave will not result in the loss of an employment benefit that the employee earned or was entitled to before using FMLA leave.

.07 Notice, Certification and Status Reports

Employees seeking to use FMLA leave are required, as appropriate, to provide to the Town:

- A. NOTICE: Thirty (30) days advanced notice of the need to take FMLA leave when the need is foreseeable, otherwise as soon as is practicable.

- B. MEDICAL CERTIFICATION:
 - a. Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member, or a covered servicemember with a serious injury or illness;

³ The Town's policy on use of paid leave is subject to, and will be administered in accordance with, the Massachusetts Parental Leave statute.

An employee requesting FMLA Leave does not have to share a medical diagnosis, but must provide enough information to the Town so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing the Town that the employee is or will be unable to perform their job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the Town if the need for leave is for a reason for which FMLA leave was previously taken or certified.

- b. Second or third medical opinions and periodic recertifications (at the Town's expense) if requested by the Town; and
 - c. Medical certification and/or fitness for duty certification supporting the employee's ability to return to work as requested by the Town, which the Town may request include a statement from a health care provider that the employee can perform all of the essential functions of the job.
- C. QUALIFYING EXIGENCY: Certification supporting the need for leave due to a qualifying exigency.
- D. STATUS REPORTS: Periodic reports during FMLA leave regarding the employee's status and intent to return to work as requested by the Town.

.08 Non-Interference

The Town will not interfere with an employee's FMLA rights or retaliate against an employee for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

.09 Complaints

An employee who believes that their rights under the FMLA have been violated is encouraged to notify the Town Administrator. In addition, such an employee may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may file a private civil action.

.10 Other Provisions

This Policy shall at all times be interpreted in a manner consistent with the Department of Labor's Regulations pertaining to the Family and Medical Leave Act of 1993. The FMLA does not affect any other federal or state law that prohibits discrimination, nor supersede any state or local law that provides greater family or medical leave protection. Nor does it affect the Town's obligation to provide greater leave rights under a Collective Bargaining Agreement or employment benefit plan, where applicable.

.11 Departmental Procedures

The Town's Department Heads, with the approval of the Town Administrator, may establish their own procedures to implement this policy, consistent with the policy.

Chapter 53 Personnel Bylaw

SECTION 1. PURPOSE AND APPLICABILITY

- (a) Pursuant to the provisions of Massachusetts General Laws Chapter 41, Sections 108A and 108C and Article LXXXIX of the amendments to the Constitution of the Commonwealth of Massachusetts (The Home Rule Amendment), the Town of Erving has enacted a Bylaw which provides for the administration of its personnel, creates a Classification and Compensation Plan, and establishes a Personnel Board whose purpose shall be to make recommendations to the Select Board concerning the administration of this Bylaw.
- (b) The Bylaw is intended to classify any or all positions into groups and classes doing substantially similar work or having substantially equal responsibilities, except for the following:
 - 1. Those positions under the control of the school district;
 - 2.
 - 3. those positions filled by popular election; and
 - 4. those positions with individual employment contracts with the Town.
- (c) The Town may, in like manner, by vote at a Town Meeting, amend the Bylaw establishing minimum and maximum salaries to be paid to employees in positions so classified.
- (d) The purpose of the Bylaw is to establish a fair and equitable system of personnel administration based upon merit principles that insure a uniform, fair, and efficient application of personnel policies. The Bylaw is designed to represent the interests of taxpayers, town employees, town officials and Department Heads.
- (e) Except as otherwise indicated, this Bylaw applies to members of a collective bargaining unit.

SECTION 2. ADMINISTRATION OF PERSONNEL BYLAW

- (a) The Select Board of the Town of Erving is charged with administering and maintaining the Bylaw and Personnel Policies as hereinafter provided.
- (b) All lawful and statutory rights of the Town Administrator, the Select Board and Department Heads not specifically covered herein shall be, and are hereby reserved to them.

SECTION 3. DEFINITIONS

As used in this Bylaw, the following words and phrases shall have the following meanings:

- A. PERSONNEL ADMINISTRATOR: The Town Administrator or the Select Board's designee.
- B. PERSONNEL BOARD: The Board is appointed by the **Select Board** to advise the Select Board on matters of policy concerning personnel.

- C. **COMPENSATION GRADE:** A range of salary or wage rates appearing in the Classification and Compensation Plan established under this Bylaw.
- D. **EMPLOYEE:** An employee of the Town occupying a position covered by this Bylaw.
- E. **PROBATIONARY EMPLOYEE:** An employee who has not completed a probationary period of one (1) year, regardless of the number of hours worked per week.
- F. **REGULAR FULL-TIME EMPLOYEE:** An employee who works forty (40) hours per week on a regular schedule for fifty-two (52) weeks per year, except for legal holidays and authorized vacations, sick leaves or other leaves of absence, and has completed a probationary period of one (1) year.
- G. **REGULAR PART-TIME EMPLOYEE:** An employee who works twenty (20) hours or more, but less than forty (40) hours, per week on a regular schedule for fifty-two weeks per year, except for legal holidays and authorized vacations, sick leaves or other leaves of absence, and has completed a probationary period of one (1) year.
- H. **PART-TIME EMPLOYEE, LESS THAN TWENTY (20) HOURS PER WEEK:** A part-time employee who works less than twenty (20) hours per week.
- I. **TEMPORARY EMPLOYEE:** An employee who is hired either full-time or part-time on a temporary basis for a limited or specified period as an addition to the existing workforce, or as a temporary substitute for an employee.
- J. **SEASONAL EMPLOYEE:** An employee who is hired either full-time or part-time to work temporarily in a specific season for a period of less than twenty (20) weeks.
- K. **SPECIAL EMPLOYEE:** An employee, such as an election worker, who holds a position of limited employment and for which service is rendered according to the demands of the position.
- L. **EXEMPT EMPLOYEE:** An individual who is paid on a salary basis at a rate not less than \$455 per week and is employed as a bona fide executive, administrative, or professional employee, and is not entitled to overtime compensation under the federal Fair Labor Standards Act if she/he also meets the following criteria:
 - (1) Executive - primary duty is to manage a unit;
 - (2) Administrative – primary duty is office or non-manual work directly related to management policies, or directly assisting an executive; and
 - (3) Professional – primary duty requires advanced knowledge acquired by specialized study, work is intellectual and the result is not standardized.
- M. **NON-EXEMPT (HOURLY) EMPLOYEE:** An employee paid an hourly wage whose primary duty is not executive, administrative, or professional in nature. A non-exempt employee is entitled to overtime pay, generally after actually working more than forty (40) hours in a workweeks.
- N. **CONFLICT:** A dispute between an employee and the appointing or supervising authority arising as a result of discipline or by application of this Bylaw or the policies, procedures and regulations established for the administration of this Bylaw to the employee.
- O. **SCHOOL COMMITTEE:** The Erving School Committee is the five- (5-) member school board for the Erving Elementary School. For the purposes of this Bylaw, the School Committee is the procurement authority for the Erving School District and the negotiating body for matters relating to school employees who are members of collective bargaining units.

SECTION 4. PERSONNEL BOARD

There shall be a Personnel Board, consisting of **three (3)** members, that shall, at the Select Board's direction and request, reviews policies, procedures, and regulations relating to the administration of the Personnel Bylaw. As well, at least once per quarter, the Personnel Board shall report to the Select Board, at which time the Personnel Board shall advise on personnel items and issues that require attention of the Select Board.

The members of the Personnel Board shall be appointed by the Select Board, each of whom shall be a registered voter, and none of whom shall be employees of the town or those who regularly service the town in any other elective or appointive capacity. Members of the Personnel Board shall serve without compensation. The terms of office of such appointments shall be no more than **three (3) years and will be staggered. The members may be reappointed by the Select Board for successive terms. In the absence, the Select Board shall serve as the Personnel Board of the Town of Erving.**

The Personnel Board, as an advisory board, shall not interfere with nor act as an intermediary in any supervisor/subordinate relationship, except as directed by the Select Board. The scope of the Personnel Board's responsibilities is detailed in Section 5.

SECTION 5. DUTIES AND RESPONSIBILITIES OF THE PERSONNEL BOARD

- A. The Personnel Board and Town Administrator shall review policies, procedures, and regulations relating to the administration of the Personnel Bylaw, and ensure that there is uniform interpretation and application of the Bylaw.
- B. The Board and the Town Administrator may make recommendations to the Select Board regarding such policies, procedures and regulations as they deem necessary for the administration of the Bylaw.
- C. A majority of the Board shall constitute a quorum for the transaction of business. The votes of the majority of all the members shall be necessary on any matter upon which it is authorized to, or required to pass, under the Bylaw.
- D. At the Personnel Administrator's request, the Board shall from time to time review the salary schedules and personnel and administration policies of the Bylaw. It shall keep informed as to the pay rates and policies in effect in other towns and in similar positions outside of the service of the Town and make recommendations regarding the equity of existing pay levels.
- E. The Board may recommend to the Personnel Director that the Town add a new class to the classification schedules, or change an existing class to a different compensation grade, either higher or lower, subject to the provisions of Section 10, Amendment of the Bylaw.
- F. No later than March 1st of each year, the Personnel Board shall make a recommendation to the Select Board concerning rates of pay for the forthcoming fiscal year subject to the provisions of Section 10, Amendment of the Bylaw, and may vote for "no increase," subject to the availability of funding. The Personnel Board's recommendation to the Select Board shall be non-binding.
- G. Upon recommendation of the Department Head, supported by evidence in writing of special reasons satisfactory to the Board, said Board may recommend to the Select Board an entrance rate higher than the minimum rate for a position, and other such variances in the Classification and Compensation Plan as it may deem necessary for the proper

functioning of the services of the Town, and to effectuate the intent of the Classification and Compensation Plan.

- H. The Board shall act on matters officially brought before it within thirty (30) workdays of the date of receipt of written notice. Failure of the Board to act within those thirty (30) days shall constitute an approval of the matter before them, unless the Board votes to extend the time for resolution due to extenuating circumstances. As appropriate, notice in writing shall be forwarded to the concerned employee and respective Department Head within three (3) days of the Board's decision.

SECTION 6. PERSONNEL DIRECTOR

The Town Administrator shall serve as the Personnel Director. The scope of the Personnel Administrator's duties and responsibilities is detailed in Section 7 below.

SECTION 7. POWERS AND DUTIES OF PERSONNEL DIRECTOR

- A. Under the general direction of the Select Board, the Town Administrator, as Personnel Director, shall be responsible for the day-to-day administration of the Bylaw and the policies, procedures, and regulations that have been or may be established to administer this Bylaw.
- B. The Town Administrator shall periodically review this Bylaw and shall make recommendations to the Personnel Board and the Select Board for any changes, as appropriate.
- C. The Town Administrator shall be responsible for assisting the Personnel Board in the review and maintenance of the Town's Classification and Compensation Plan and for contacting the appropriate entities for survey and comparability data to accomplish this task, at reasonable intervals.
- D. The Town Administrator, in conjunction with department heads, shall establish and maintain written descriptions of the jobs and positions listed in the Classification and Compensation Plan, describing the essential characteristics, requirements and essential functions of those positions.
- E. The Town Administrator, in conjunction with department heads, shall maintain an individual personnel file containing personnel records for each employee of the Town, including therein such information as is required by law.
- F. The Town Administrator, in conjunction with department heads, shall be responsible for all recruitment and selection procedures as outlined in any policy, procedure, or regulation that has been or may be established to administer this Bylaw.
- G. For all positions in the Town of Erving, the Town Administrator shall be responsible for reviewing all employment offers, promotions, hires, changes in job titles, or other similar employment actions for the purposes of confirming that such action is consistent with the Town's Classification and Compensation Plan or collective bargaining agreement and consistent with the Town's budget.

SECTION 8. PERSONNEL FILES

The Town Administrator, in conjunction with department heads, shall be responsible for maintaining and administering personnel records as may be required by law, and as necessary for effective personnel management.

- A. Contents of Records: The Town Administrator shall maintain or cause to be maintained a personnel records for each employee in compliance with Massachusetts General Laws, Chapter 149, Section 52C. A personnel record shall not include information of a personal nature about a person other than the employee if disclosure of the information would constitute an unwarranted invasion of such other person's privacy.
- B. Confidentiality and Access to Records: Personnel records shall be confidential and access to an employee's records shall be limited to (i) the Appointing Authority, (ii) the Town Administrator, who shall be charged with administering the personnel system, (iii) the employee's Department Head, and (iv) the Town Treasurer on a need-to-know basis. Any employee may upon written request to the Town Administrator review their personnel file. Such review shall be in the presence of the Town Administrator or their designee. Should the Town receive a written request from an employee, it shall provide the employee with an opportunity to review such employee's personnel record in accordance with **Massachusetts General Laws** Chapter 149, Section 52C. The review shall take place at Town Hall and during normal business hours. An employee shall be given a copy of his/her personnel records in accordance with **Massachusetts General Laws** Chapter 149, Section 52C, upon written request for such copy to the Town.
- C. Location of Records: A central file for all positions shall be located at Town Hall.
- D. Release of Information: **Subject to Massachusetts General Laws Chapter 66, Section 10, the Massachusetts Public Records law**, except to verify employment dates and job title, no other information concerning and employee shall be released, unless written authorization is received from the employee.

SECTION 9. CONFLICT RESOLUTION PROCEDURE

- a) The intent of this procedure is to establish a means for the timely and careful review of employee issues related to employment. This conflict resolution procedure is not available to employees subject to collective bargaining agreements with the Town or employees covered by this Bylaw that have not completed their probationary period, **or where otherwise in conflict with any provision(s) of a Town policy that provide that any decisions made pursuant to such policy are not subject to this conflict resolution procedure.**
- b) Any employee covered by this Bylaw who is subject to disciplinary action, alleges wrongful treatment or otherwise raises an issue related to his/her employment under the provisions of this

Bylaw or other Town or department-wide personnel policies or practices, and who has completed his or her probationary period and is not in a collective bargaining unit, shall be entitled to utilize the following conflict resolution procedure:

(1) Step 1.

Within twenty-one (21) calendar days (including Saturdays, Sundays, and holidays, unless the twenty-first calendar day falls on a Saturday, Sunday, or holiday, in which case the period shall be extended to the next non-holiday week day) of the incident or event upon which the issue is based, the aggrieved employee shall first present a summary of the issue in writing to his/her department head with a copy to the Town Administrator. The aggrieved employee shall then discuss the matter with his/her department head along with any pertinent information and indicating the relief that is desired. The summary of the issue shall spell out the provisions of the Bylaw, personnel policy, or other department- or town-wide rule or regulation that was allegedly violated. The department head within seven (7) calendar days of receipt of the written issue shall provide an answer in writing to the aggrieved employee.

(2) Step 2.

If the issue has not been resolved at Step 1, the aggrieved employee may, within seven (7) calendar days after receipt of the written answer from the department head, present the issue in writing to the Personnel Director. The Personnel Director shall schedule an informal hearing on the matter, which hearing shall be held no later than fourteen (14) calendar days after notification, and shall answer the matter in dispute within fifteen (15) calendar days after the hearing. An employee shall have the right to be present, to present information and to be represented at any hearing. The Personnel Director shall make a recommendation to the appointing authority at the time he/she answers the matter in dispute.

(3) Step 3.

If the issue has not been resolved at Step 2, the aggrieved employee may, within seven (7) calendar days after receipt of the written answer from the Personnel Director, present the issue in writing to the appointing authority. If the appointing authority and the department head are the same, then the employee shall immediately follow the procedures set forth in Step 4 below. The appointing authority shall schedule a meeting on the matter shall be held no later than fourteen (14) calendar days after notification, and shall answer the matter in dispute within fifteen (15) calendar days after the meeting.

(4) Step 4.

If the issue has not been resolved at Step 3, the aggrieved employee may, within five (5) calendar days after receipt of the written answer of the appointing authority, present the issue to the Select Board. The Select Board shall in a duly noticed meeting to the employee, department head, and appointing authority, hold a meeting to consider and determine the issue within fourteen (14) calendar days of its receipt of the grievance. The Select Board shall render a written decision within twenty-one (21) calendar days of the Step 4 meeting, which decision of the Select Board shall be final and binding.

SECTION 10. AMENDMENT OF THE BYLAW

The Personnel Bylaw may be amended in the same manner in which the Town Bylaws are amended, provided that no amendment to the Bylaw shall be made other than at a scheduled Town Meeting, and not until it has been presented to and acted upon by the Personnel Board. The Select Board may, on its own motion, propose an amendment to the Bylaw.

In considering the proposed amendment, the Select Board, after giving the heads of affected departments and affected employees at least one (1) week's written notice, shall hold a meeting of the interested parties to consider the proposed amendment. If the Select Board shall approve of any such proposed amendment, it shall take the proper steps to bring the amendment before the next scheduled Town Meeting for its consideration and action. If the Select Board shall disapprove any such proposed amendment, and failure to act thereon within fifteen (15) days after the hearing shall constitute disapproval, a petition by the proponents of the proposed amendment may be presented to the next scheduled Town Meeting for its consideration and action, if so desired.

SECTION 11. TITLES OF POSITIONS

No person shall be appointed, employed or paid as an employee in any position subject to the provisions of the Personnel Bylaw under any title other than those listed in the Classification and Compensation Plan or collective bargaining agreement, nor shall any person be employed unless they shall actually perform the duties of that job. The job title in the Classification and Compensation Plan shall be the official title for all purposes having to do with the position, and shall be used to designate the position in all payrolls, budget estimates and official reports, and in all other personnel and fiscal processes.

SECTION 12. NEW OR CHANGED POSITIONS

Whenever a new position is established, or the duties of an existing position are so changed or reorganized that a new position is created, and upon presentation of substantiating data satisfactory to the Town Administrator and Select Board, the Personnel Board shall rate such new or changed position, and allocate it to its appropriate compensation grade and establish the rate therefore, subject to the provisions of Section 10, Amendment of the Bylaw, the availability of funding, and, if applicable, collective bargaining.

SECTION 13. POSITION DESCRIPTIONS

The Town Administrator, in conjunction with department heads, shall establish and maintain written position descriptions of the positions in the Classification and Compensation Plan, each consisting of a statement describing the nature of the work, the characteristics that distinguish the position from other positions, the essential functions of the position, and the requirements for the job. The heads of departments shall be required to retain current position descriptions and submit proposed revisions as necessary to such position descriptions to the Town Administrator, who shall review such proposed revisions and determine whether to approve same.

SECTION 14. CLASSIFICATION AND COMPENSATION PLAN

Attached hereto as Exhibit A is the Town's Classification and Compensation Plan categorizing positions covered by this Bylaw into groups and classes performing substantially similar work and/or having substantially equal responsibilities. Said plan also establishes minimum and maximum hourly rates and salaries to be paid to employees in the positions so classified.

SECTION 15. PROMOTIONS, RECLASSIFICATIONS AND TRANSFERS

- A. When an employee is promoted to a position with a higher rate range or greater rate of pay, the department head may recommend, based on qualifications and performance, a salary increase, subject to collective bargaining, if applicable.
- B. No employee may be reclassified to a classification in another compensation grade, either higher or lower, until the Town Administrator and Select Board shall have determined such a classification is consistent with the provisions of the Personnel Bylaw and that funding is available, subject to collective bargaining, if applicable.
- C. If an employee is transferred to a position with a lower pay range, or lower rate of pay, they shall be paid at their existing rate, or at the maximum for the new position, whichever is the lower, provided the Town Administrator approves.

SECTION 16. NEW PERSONNEL

The hiring rate for new personnel shall be the minimum of the rate range of the position for which the new employee is hired. If special circumstances exist, such as prior experience, a department head may submit a written request to the Select Board for authorization of a hiring step above the minimum. Department heads who are appointing authorities shall notify the Select Board of the proposed hiring of all personnel, the position classification, the compensation grade and the actual hiring date.

SECTION 17. DEPARTMENT BUDGETS

Each department head shall include in the annual budget a pay adjustment section to provide funds for anticipated pay adjustments, if any, during the ensuing year. Expenditures of such funds will require approval of the Select Board, and will be in accordance with the Classification and Compensation Plan or collective bargaining agreement, and the Town budget.

SECTION 18. SALARY ADJUSTMENT POLICIES

Every employee not in a collective bargaining unit who has a labor grade under Schedule B of the Classification and Compensation Plan shall be eligible, on an annual basis, to be considered for a performance increase to a higher rate, subject to a satisfactory performance evaluation. Such increases are subject to available funds voted upon at the previous town meeting.

SECTION 19. POLICIES AND PROCEDURES

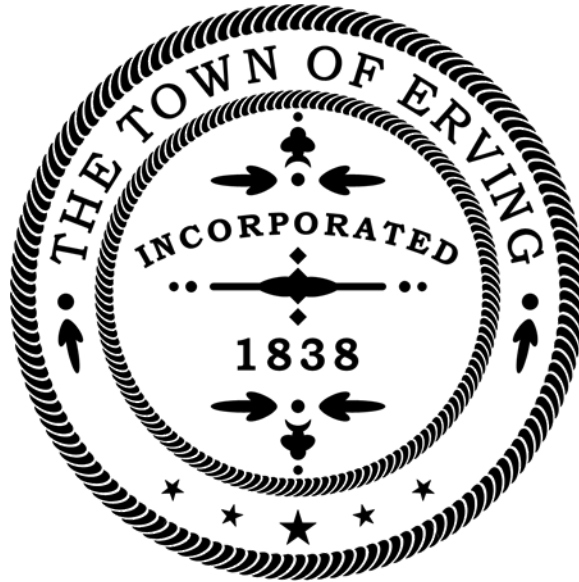
Subject to the approval of the Select Board, the Town Administrator, as Personnel Administrator, may, from time to time, issue policies and procedures and other guidelines affecting the administration of this Personnel Bylaw.

SECTION 20. SEVERABILITY CLAUSE

Each provision of this Bylaw shall be construed as separate, so that if any part of it shall be held invalid for any reason, the remainder shall continue in full force and effect.

SECTION 21. COLLECTIVE BARGAINING AGREEMENT

If there is a direct conflict between a collective bargaining agreement and this Bylaw, the collective bargaining agreement shall prevail over the conflicting provision(s) of this Bylaw.



TOWN OF ERVING, MASSACHUSETTS

Personnel Policies & Procedures Manual

www.erving-ma.gov/personnel

Town of Erving | 12 East Main Street, Erving, Massachusetts 01344



TOWN OF ERVING

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ADM-
Policy

Personnel Policies and Procedures Manual

Approved: _____ Date: _____
Select Board Chair, Jacob A. Smith

Issue Date / Effective Date

This manual of personnel policies and procedures is issued and effective on _____.

This policy supersedes the Town of Erving Personnel Policies manual last revised in November 2015.

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PERSONNEL POLICIES AND PROCEDURES
Town of Erving, Massachusetts

WELCOME

Congratulations and welcome as an employee of the Town of Erving! The Select Board of the Town of Erving is pleased to welcome you as a member of our team of dedicated employees that work for the betterment of our community. We hope that you will enjoy working with us in a spirit of cooperation that results in top service to our community.

This Manual details the Town's personnel policies. It is a compilation of guidelines, procedures, expectations and benefits. We hope it will help you adjust to the routines that make the Town of Erving run smoothly.

If, after reviewing this Manual, you have any questions, please consult your Department Head or the Town Administrator's Office.

Purpose, Authority, and General Provisions

In accordance with the Town's Personnel Policies By-Law, Chapter 53, § 53-1, the Town has created this Employee Personnel Manual. This Employee Personnel Manual applies to all Town employees, except those appointed by the Erving School District, and for those Town employees who are either members of a bargaining unit subject to the terms of a collective bargaining agreement or non-bargaining unit employees who are parties to an individual employment agreement. It sets forth the terms and conditions of employment for those Town employees to which it applies.

These personnel policies establish an efficient system of personnel administrations. They provide a broad view of employee guidelines, practices, and job expectations in conformance with federal and state statutes.

This document is not an expressed or implied contract between the Town of Erving, any employee, or any group of employees, and is for informational purposes only. It is not all inclusive and is intended to offer only general guidelines. The policies, benefits, and operating procedures contained in this Manual are not intended to create and are not to be construed to create any contract, agreement or legally binding obligation between the Town of Erving and its employees. Any highlights of benefits contained in this Manual are not intended to take the place of more detailed benefit plan documents. Descriptions in the plan documents will override the information in this document in the event the information presented in these Manual conflicts with the information in the plan documents. This Manual does not guarantee any specific level of benefits or continuation of any specific benefits. The Select Board reserves the right to change, suspend, or discontinue the provisions of these policies, procedures, benefits and guidelines at its sole discretion, with or without notice. The Select Board has the exclusive authority to make final determinations on issues resulting from a lack of clarity of these policies.

The Select Board has the authority to make all appointments and effect discharge from any position not under the jurisdiction of another Town Board or Commission (Appointing Authority). Certain other Town Officers have the right to make appointments, supervise, discipline and terminate personnel within their department. The Select Board may delegate authority detailed in this policy to Town staff, subject to the Select Board's final approval.

Unless otherwise provided for in a collective bargaining agreement or individual employment agreement, all individuals employed by the Town of Erving are employed "at will", and the relationship may be terminated by either party at any time, with or without cause, and with or without notice.

Only the Select Board or the authorized Board, or Commission can create an employment agreement. In such case, a signed and written agreement is required.

This Manual is an explanation of benefits, policies, practices and procedures, only. Any highlights of benefits contained in this Manual are not intended to take the place of more detailed benefit plan documents. Descriptions in the plan documents will override the information in this Manual in the event the information presented in this Manual conflicts with the information in the plan documents. This Manual does not guarantee any specific level of benefits or continuation of any specific benefits.

Benefits Waiting Period

The first 30 days of employment with the Town of Erving will be the benefits waiting period for all benefits-eligible employees.

Applicability & ADMINISTRATION

These policies shall be applicable to all employees, whether exempt or non-exempt. In any instance where these policies conflict with federal or state laws, such laws shall be deemed to prevail.

The Town of Erving Select Board is charged with administering and maintaining the Bylaw and Personnel Policies as hereinafter provided and may establish, rescind, or amend such administrative procedures it considers necessary for the implementation of these rules. Such procedures and any amendments thereto shall become effective upon a majority approval by the Select Board. All lawful and statutory rights of the Town Administrator, the Select Board and Department Heads not specifically covered herein shall be, and are hereby reserved to them.

ARTICLE 1: HOURS OF WORK, BREAKS & OVERTIME

Work Schedule

The regular workday for Town of Erving employees will be set forth in the schedule posted by each employees' respective department. Each respective department's work schedule will be sent to the Select Board. Supervisors are required to record all absences, tardiness, and early departures and the specific reason(s). Absences, tardiness, and early departures for unsatisfactory or unapproved reasons may be grounds for disciplinary action up to and including termination.

Meal & Break Periods

All employees who work at least six (6) hours in a calendar day shall be granted regular thirty-(30-) minute meal periods each workday, which shall, whenever possible, be scheduled at the middle of the normal workday. Time allowed for meal periods shall be unpaid and shall not constitute a part of the paid workday. The Town encourages and requires employees to take their lunch break. During their meal break, employees shall be free of all duties and are free to leave the workplace. Meal periods for Police Officers shall be paid and such Police Officers shall remain on call during their meal break.

All employees' work schedules shall also provide for up to two (2) fifteen-minute paid breaks – one during each one-half shift of the normal workday.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of the need for overtime will be provided to the Town Administrator by the Department Head or their designee. All overtime work must be pre-approved by the Department Head or their designee. Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions, and is based on 40 hours per week, actual hours worked. Time off for vacation time, sick or personal leave or any other leave of absence will not be considered hours worked for purposes of calculating overtime.

Payroll and Timekeeping

Effective July 1, 2023, the Town's workweek will run from 12:00 a.m. on Saturday through 11:59 p.m. on Friday. All timekeeping submissions for the preceding two weeks of the Town's bi-weekly payroll period must be submitted to the Treasurer's Office by 9:00 a.m. on the Monday following the close of the second workweek of the bi-weekly payroll period. **[Note: The Town's current workweek runs from 12:00 a.m. Monday through 11:59 p.m. Sunday.]**

Timekeeping Federal and state laws require the Town to keep an accurate record of time worked in order to calculate employee pay and benefits. Accurately recording time worked is the

responsibility of every employee and supervisor. With this in mind, all employees must record and verify all time worked on a daily basis and submit bi-weekly time sheets or other methods of recording time worked, as may be determined by the Town in its sole discretion (through the Treasurer) from time to time, to their supervisor for approval. Employees may not work overtime hours or record another employee's time without prior approval from a department head.

Massachusetts and/or federal law require certain deductions from employee compensation, including any applicable federal or state income taxes and Medicare. All employee deductions for participation in benefits programs are made through payroll. Employees who have any questions about the amount or manner in which deductions are made from their paychecks should speak with the Payroll and Benefits Coordinator in the Treasurer's Office. The Town takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. If there is an error in the amount of pay, the employee must promptly bring the discrepancy to the attention of their supervisor and to the payroll coordinator so that corrections can be made as quickly as possible. This includes overpayment as well as underpayment.

Department Heads

When requested by the Select Board or any other applicable appointing authority to attend Board or Commission, and Town Meetings, Department Heads will schedule the meeting time into their regular weekly hours, whenever practicable.

Hazardous Weather Conditions

The Town of Erving may close work sites due to hazardous weather conditions as recommend by the Select Board. The Chair of the Select Board will make the determinations of closings. The Select Board chair will call the Town Administrator with the determination of whether or not Town Offices or work sites will close or remain open. In the event that Erving Town Offices and or work sites are closed by the order of the Chair of the Select Board due to inclement weather or emergency conditions, those non-exempt hourly employees scheduled to work that day who are unable to perform their job duties by working remotely will receive paid leave equal to the number of hours that they were actually and regularly scheduled to work that day, while exempt employees will be paid their regular salary. Essential personnel, such as but not limited to police, highway, and wastewater employees, must report to work during winter weather conditions unless and until otherwise specifically directed. Employees will be notified using the Town's Smart 911 notification system and the Town will use the Town website and local media stations to notify the general public.

Employees who are capable of performing the essential functions of their respective positions remotely will be required to do so in the event a work site or Town Office is closed. Details relating to remote work are contained in the Town's Remote Work Policy.

The Chair of the Erving Select Board shall determine closing/hazardous weather conditions if non-essential employees are required to report on a day-by-day basis.

Any staff person who is concerned with weather conditions when the office remains open may choose to use their own vacation or personal leave time, but first must advise their supervisor of their intention to use such leave as soon as possible and prior to the start of their scheduled shift. If a decision is made to close the office, the staff person is required to use vacation or personal leave time only up to the time of the closing at which time administrative leave may be used, but only up to employees' daily hours.

The Town of Erving takes an aggressive stand toward potential risks and losses inherent in the operation of the Town. If employees see a dangerous condition or safety hazard, they must immediately report it to their supervisor. Maintaining safe work conditions requires the cooperation of all employees. All employees using a vehicle for Town of Erving purposes shall wear a seat belt in accordance with state law. Attention to personal safety cannot be overemphasized. If an employee has suggestions regarding additional safety measures, the employee is encouraged to share them with their Department Head.

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ARTICLE 2: EMPLOYEE BENEFITS

The Town of Erving offers certain benefits to eligible employees including health and life insurance. All benefits-eligible Town employees shall be eligible to enroll and participate in the Town's group health, dental, and life insurance plans as determined by the Town and as outlined in accordance with M.G.L. c. 32B. The Town may, in its sole discretion, change, suspend, or discontinue any or all benefits with or without notice.

Benefits currently offered by the Town of Erving to eligible employees in accordance with the terms of the respective benefits include the following:

- Health insurance;
- Dental insurance;
- Life insurance;
- Short Term Disability insurance;
- Long Term Disability insurance;
- Flexible Savings Accounts (FSA);
- Employee Assistance Program (EAP)

The contact information for all of the Town's benefit providers is maintained by the Treasurer's Office, which contact information may be amended from time to time, and is listed in Appendix C of this Policy. For more information about any of these benefits, see the Treasurer or Town Administrator.

Health & Dental Insurance

All benefits eligible employees are entitled to participate in the health insurance programs offered by the Town. Eligibility is in accordance with M.G.L. c. 32B and the Town's policies. Employees must comply with all applicable notice requirements regarding dependents and selection of benefits. The Town of Erving is a member of the Hampshire Group Insurance Trust for health insurance through Blue Cross & Blue Shield. Benefits eligible employees are eligible for coverage effective the date of hire and must enroll within thirty (30) days of the date of hire, otherwise employees must wait until the open enrollment period. Open enrollment is held from April to May annually with benefits years beginning with the fiscal year on July 1st. Benefits eligible employees who are interested should speak to the Treasurer's Office for information on the plans and information regarding enrollment.

When an employee voluntarily terminates their employment, they will continue their health & dental insurances until the end of the month in which they resigned, given that their premiums have been paid in full.

Basic Life Insurance

The Town of Erving will offer a basic life insurance policy for all eligible employees at the time of their initial employment. Employees may be able to adjust and add additional life insurance

coverage throughout their employment with the Town after their initial hire. Employees interested in making these adjustments should speak with the Treasurer's Office to complete the necessary paperwork and payroll deductions.

When an employee voluntarily terminates their employment, they will continue their life insurances until the end of the month in which they resigned, given that their premiums have been paid in full.

Short- & Long-Term Disability Insurance

The Town of Erving offers short-term and long-term disability insurance options for benefits eligible employees. Interested benefits eligible employees can choose to enroll in these plans at any time after their hire date. Interested employees should speak to the Treasurer's Office for information on the plans and regarding enrollment.

Flexible Savings Accounts

The Town of Erving offers a Flexible Savings Account (FSA) option for benefits eligible employees. Interested eligible employees can choose to enroll in a pre-tax deducted account to be spent on eligible health related expenses. Interested benefits eligible employees should speak to the Treasurer's Office for information on the plan and regarding enrollment.

Employee Assistance Program

An employee, who is experiencing difficulties in their personal life to the extent that job performance, workplace atmosphere or general well-being is affected, is encouraged to seek help through the Employee Assistance Program (EAP). The EAP is designed to help employees and their family members by providing crisis intervention, assessment, referral and short-term counseling services in order to help identify and resolve personal issues and stress, illness, alcohol or other drug abuse, legal issues, financial or marital difficulties, as well as any other distresses. The EAP program is confidential and information cannot be released without the employee's permission except as required by law.

This service is currently provided through AllOne Health Employee Assistance Program (EAP) 24 hours/ 7 days per week. AllOne Health can be contacted by:

- Calling 1- (800) 451-1834
- Visiting the website: <https://myassistanceprogram.com/miia-eap/>

As noted in the introductory section of this Manual, the Select Board reserves the right to change, suspend, or discontinue the provisions of this program, at its sole discretion, with or without notice.

ARTICLE 3: COMPENSATION PLAN

Administration

Each classified position shall be placed in a pay grade with those other positions that are sufficiently similar with respect to difficulty, responsibility and character of work as to require the same amount of experience and training for satisfactory performance and pay within the established pay range. The Town's Classification and Compensation Plan does not apply to employees in positions that are part of a collective bargaining unit. A list of the positions in the Town's Classification and Compensation Plan is attached to this Manual in Appendix B.

Position Description

A position description, also known as a job description, is a written outline of responsibilities for each job in the classification plan. The position description will be the standard for classifying individual positions and for determining when reclassification may be warranted, as well as for assisting in any dispute over whether an employee is performing assigned duties of a higher pay grade. The statements contained in such position descriptions, which are to be provided to the Town's Personnel Board and/or the Select Board, in the event the Select Board is performing the functions of the Personnel Board, and/or by any Town Department Heads or any applicable Appointing Authority other than the Select Board, are descriptive and not restrictive, and are reviewed to note any significant changes that may have taken place during the preceding year.

Reclassification

Reclassification of positions will occur when the actual duties of a position merit transfer to another pay grade reflecting its duties, authority and responsibility. All decisions regarding reclassification shall be made in the sole discretion of the Select Board, after reviewing recommendation(s) from the Department Head and Town Administrator.

Pay Plan

The pay plan consists of pay grades directly related to each classification level. Each pay grade shall have established minimum and maximum pay rates set forth in a step scale. No non-exempt employee shall receive pay at any rate other than that rate which is within the step scale established for the classification level of their position, unless approved by the Select Board. The Select Board shall have the authority to make and approve changes in employee compensation resulting from such personnel actions as reclassifications, promotions, demotions, and transfers or because of abolishment, modification, or establishment of classes within the approved budget. Employees currently receiving a wage rate over the maximum of the recommended wage range will not have their wage rate reduced as a result of any classification study. The employee will have their salary "red circled"; that is, they will not receive a wage or salary step increase until their current salary rate no longer exceeds the maximum salary rate of the pay grade for their classification level, unless otherwise approved by the Select Board upon the recommendation of the Department Head and the Town Administrator.

The Select Board may also increase employees' base wages on an annual basis, if the Select Board, in its sole discretion, votes to do so.

Not less than every five (5) years, the Town shall perform a market comparison that reviews position descriptions, benefits and compensation.

Starting Rates

Employees appointed to positions will ordinarily be compensated within the first three (3) steps of the applicable pay range for that position's respective grade. Subject to the approval of the Select Board, however, appointment at a wage rate above the first three (3) steps of the applicable pay range may be made based upon exceptional qualifications of the applicant or by a lack of qualified applicants available at the minimum rate.

Rate of Pay for Promotion

When a regular employee is promoted to a position classification in a higher pay grade, the employee shall be placed in the new salary schedule such that their salary in the promoted position is at a step on the scale that is the next highest monetary pay rate above the employee's rate of pay in their prior position. The Town, in its sole discretion, however, may place the promoted employee at a step up to ten percent (10%) higher than the employee's pay rate in the position from which the employee is promoted based on the employee's prior experience.

Rate of Pay for Transfer or Demotion

When a regular employee is transferred from a position in one class to a position in another class at the same pay rate, or is transferred with no change in class, the employee shall continue to be paid at the same rate. When a regular employee is demoted to a lower classification level, their salary shall be set at the same step in the lower grade.

Pay for Temporary Assignments Outside Classification

When an employee is temporarily assigned to perform the duties of a position in a class with a higher pay range for thirty (30) or more consecutive workdays, the employee shall be compensated at a rate at least equal to the minimum rate for the higher position for the duration of the temporary assignment.

An employee who is temporarily assigned to perform the duties of a position in a class with a higher pay range on an intermittent basis may, in the Town's sole discretion, prospectively be compensated at a rate at least equal to the minimum rate for the higher position while actually working in that higher position but only after being temporarily assigned and actually performing such duties for more than thirty (30) work days in the aggregate.

Longevity

I. Policy

1. Upon the completion of an employee's fifth (5th) year of continuous employment with the Town of Erving, a full time employee shall receive an annual stipend of five hundred dollars (\$500.00), less taxes and withholdings. The stipend shall be paid no later than the second payroll following the employee's anniversary date.
2. Any employee departing the Town's employ before completing their first five years' anniversary date or any subsequent anniversary date will not be entitled to a prorated longevity payment for the partial fifth (5th) year of employment with the Town.
3. For the purposes of calculating their overtime and call back rates of pay, employees will have their base pay rate increased because of their longevity benefit.
4. Continuous employment shall include periods while on Workers Compensation for injury related to employment with the Town, and periods performing military service under orders, provided that no employment other than military service under orders is entered into during the period of interruption, and that the employee returns to Town service within thirty (30) days after honorable discharge from active military service, or immediately upon release from reserve duty. An employee who elected an unpaid leave of absence of more than twelve (12) weeks per fiscal year shall have their longevity payment adjusted by the number of calendar days spent on such unpaid leave.
5. At the anniversary date of each subsequent five (5) years of continuous employment a full time employee shall receive an increase of an additional two hundred and fifty dollars (\$250.00), less taxes and withholdings, until the maximum stipend of One Thousand Two Hundred and Fifty dollars (\$1250.00), less taxes and withholdings, is reached. Stipends shall be paid no later than the second payroll following the employee's anniversary date and shall be considered as "regular compensation" for purposes of retirement pursuant to MGL, Chapter 32.
6. Benefits-eligible part-time employees shall receive a pro rata longevity benefit in the proportion that their part-time service bears to full-time service. Their average bi-weekly hours for the entire length of their continuous employment will be used for calculating their longevity benefit. The calculation will be renewed at each anniversary using the latest data.

II. Scope

This policy applies to all Town of Erving full-time and benefits-eligible part time employees. Elected Officials are excluded from this policy.

III. Longevity Chart¹

¹ In order to be eligible for any of the Longevity stipend payments noted below, an employee must complete each requisite five- (5-) year interval.

Anniversary Years	Amount
Upon completion of year 5 through year 9	\$500.00, less applicable taxes and withholdings
Upon completion of year 10 through year 14	\$750.00, less applicable taxes and withholdings
Upon completion of year 15 through year 19	\$1,000.00, less applicable taxes and withholdings
Upon completion of year 20 and subsequent years	\$1,250.00, less applicable taxes and withholdings

Call Back Pay

Any regular full-time hourly, non-exempt employee who is called back to a work more than two (2) hours after the employee leaves their normal quitting time will receive a minimum of four (4) hours call back pay at straight time or time and one-half for the actual hours worked, whichever is greater.

Call back pay is not intended to apply when such a full-time, hourly, non-exempt employee works extra hours that merge into their regular shift (i.e., either at the beginning or end of such regular shift) or to attend a posted meeting.

Moreover, a full-time, hourly, non-exempt employee is not entitled to call back pay if they are retained on duty at the completion of their regularly scheduled shift. In such cases, the respective employee shall be paid for the hours actually worked in accordance with the law.

In the event a full-time, hourly, non-exempt employee is either called-in pursuant to this Section or if such employee's regular work hours merge with extra hours or the employee is retained on duty at the completion of their regularly scheduled shift, if the extra work said employee performs results in the employee actually working more than 40 hours in the given workweek, the Town shall pay said employee at time and one-half the employee's regular rate of pay for all hours actually worked over 40 in the workweek.

Compensatory Time

Non-salaried, non-exempt, hourly employees may accrue compensatory time for hours actually worked in excess of their regular 40-hour workweek only upon mutual agreement of both the employee and the Appointing Authority or the employee's Department Head prior to any hours actually being worked. The calculation of compensatory time shall only include hours actually worked – not sick, vacation, Family Medical Leave time, Small Necessities Leave time, any other leave time or holiday leave hours – and such compensatory time shall be accrued at time and one-half (1.5) the employee's regular rate of pay and, when taken, used on an hourly basis.

All work that would result in compensatory time being earned must have prior written approval and, where applicable, shall be charged to the project requiring the extra time.

Compensatory time must be used with thirty (30) days of it being earned, or it will be paid to the employee, unless a longer period of time is approved in writing by the supervisor and/or Appointing Authority.

Salaried, exempt employees are not eligible for overtime pay or compensatory time off. There are infrequent occasions when a professional, administrative or managerial employee may be asked to take on added responsibility that for some period of time will clearly and substantially increase the number of hours such employee works per week. When it is not possible for the individual to delegate other responsibilities or otherwise accommodate these new responsibilities to their normal work week, the principle of fairness will allow that the individuals be given paid administrative time off to compensate for the additional hours worked as a result of the added responsibility within a reasonable period. Such paid administrative time does not accrue.

Deferred Compensation

As permitted by the Federal Revenue Act of 1978, a benefits-eligible employee may, as allowed by law, choose to have part of their pay withheld and invested in a savings plan, annuity, life insurance or any combination thereof. The entire amount invested is deducted prior to the withholding of both federal and state income taxes. The plan will be administered at no cost to the employee. For more information, please contact the Treasurer's Office.

Travel Reimbursement

It is the Town's policy that employees use Town-owned vehicles for official Town business whenever practical, before requesting permission to use their own personal vehicle for official use.

Mileage for work-related travel using personal vehicles will be reimbursed at a rate based on the United States Internal Revenue Service's (IRS) then-applicable published standard mileage rate. The Town will issue an updated travel request form reflecting the new IRS rate for January of each calendar year. Receipts for parking, tolls and itemization travel must be submitted before reimbursement will be authorized.

All travel reimbursement expenses must be submitted within 60 days or expense will not be reimbursed; provided, however, that travel reimbursement requests from the preceding fiscal year must be submitted and processed before July 15th.

Meals, while on Town of Erving business, will be reimbursed on basis of receipt with a limit of \$45 per day. Meal reimbursements may include non-alcoholic beverages. Tips may be reimbursed up to 20%, as long as the total is within the limits, and with proper receipts.

An employee may be reimbursed for their meal and the meal of others if the meal was for business purposes, and was pre-approved by the Select Board or the employee's respective appointing authority.

Advance payments by Town for hotel reservation deposits will only be made directly to the hotel by the Town. If an employee pays for or charges a deposit or the entire hotel charge, reimbursement will not be made until after the employee has completed the hotel stay and then only upon the employee's submission to the Town of a receipt from the hotel or credit card showing payment of the deposit or total charge.

Any other business travel-related expenses not expressly addressed in this policy must be pre-approved by the Select Board or the employee's respective appointing authority.

Payroll Deductions

All earnings and deductions are reflected on the payroll stub. The Select Board is required to withhold the following deductions from wages (M.G.L. Chapter 149, Section 150A):

- Federal Income Tax
- Massachusetts Income Tax
- Social Security
- Pension/Retirement
- Dues Check Off
- Medicare
- Wage Garnishments (upon IRS Notice or Court Order)
- Deferred Compensation
- Other optional employee deductions (group health, life, dental, disability, etc.)

ARTICLE 4: EMPLOYEE LEAVE POLICIES

Holidays

Holiday pay is based on the number of hours a non-exempt, hourly employee would have worked on the day on which the holiday is observed, up to a maximum of eight (8) hours. For salaried, exempt employees, holiday pay for the holidays that regular employees are entitled to, with pay, are:

New Year's Day	Fourth of July
Martin Luther King's Birthday	Labor Day
Presidents' Day	Indigenous Peoples' Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

To be eligible for holiday pay, employees must work the day before and the day after the date on which the holiday is observed, unless they are authorized by the Town to be absent on either the day before and/or the day following the holiday.

An employee who is on leave without pay or absent for any part of their scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay for that holiday unless such absence is authorized by the employee's Department Head. If a holiday falls on a Saturday, the observed holiday and day off shall be the Friday immediately preceding the Saturday; if it falls on a Sunday, the observed holiday and day off shall be the Monday immediately following the Sunday. If the observed holiday falls on a day the benefits eligible employee is not scheduled to work, the holiday may be observed on the regularly scheduled shift that occurs immediately before or after the holiday. In such a case, the shift on which the holiday may be observed shall be subject to the approval of the employee's Department Head.

Essential employees required to work an unscheduled holiday will be paid at a time and one-half their base hourly rate of pay.

Vacation Leave

Vacation hours can be used only upon successful completion of a thirty- (30-) day benefits waiting period, which includes the probationary period. Vacation hours shall accrue from the employee's date of hire. Provided there has been no break in service greater than two (2) years, vacation accrues as follows:

Continuous Service	Vacation Time Accrued²
Date of Hire through completion of four (4) years of eight (8) years	6.67 hours each month (eighty [80] work hours/year)
Beginning of year five (5) through completion	10 hours each month (one hundred twenty [120] work hours/year)
Beginning of year nine (9) though completion (one hundred of twenty (20) years	13.33 hours each month sixty [160] work hours/year)
Beginning of twenty-one (21) + years	16.67 hours each month (two hundred [200] work hours/year)

A benefits-eligible, part-time employee who has successfully completed their benefits eligibility period shall accrue vacation leave on a pro rata basis in the same proportion that their part-time service bears to full-time service.

Vacation shall be credited for use as it is earned. The vacation year shall be on a fiscal year basis from July 1 to June 30.

Vacations shall be subject to the employee's Department Head in their sole discretion. Town employees will be allowed to carry eighty (80) hours of vacation time, plus their yearly vacation accrual, to the subsequent fiscal year.

Department Heads are responsible for making their employees aware of potential forfeiture of accrued vacation leave, on or about April 30th each year. A vacation day shall be based on the employee's regular workday. Thus, if an employee's regular workday is six (6) hours, when an employee takes a vacation day, the employee shall be paid for six (6) hours of vacation leave for that day. Employees shall provide at least two (2) weeks' notice of desired vacation time to the Department Head. Conflicts in scheduling will be resolved on the basis of seniority in continuous service and the operational needs of the Town. All employees will be required to take vacation time in hourly increments unless otherwise approved by Department Heads. Increments cannot be reduced to less than one (1) hour. Three (3) consecutive weeks of vacation may only be allowed if the Department Head/Select Board grants an exception in advance of the requested leave period.

Whenever the employment of any person subject to the provisions of this Policy, is terminated during the year, the employee or their estate (if the employee is deceased), shall be paid for the employee's accrued, unused vacation time.

Sick Leave

Accrual

² The vacation accrual rates set forth in this table are based on a full-time employee who actually works forty (40) hours per workweek. Benefits eligible part-time employees who have successfully completed their probationary period shall accrue vacation leave on a pro rata basis.

Sick leave hours can only be used after an eligible employee has actually worked for a period of the thirty (30) day waiting period from the commencement of their employment. Sick leave hours shall accrue on a pro rata basis from the employee's employment date. Benefits-eligible employees shall accrue sick leave at the rate of eight (8) hours each month for full-time employees (pro-rated for eligible part-time employees), not to exceed a total of ninety-six (96) hours per year. A benefits-eligible employee shall not accrue sick leave for any month in which the employee was on leave without pay or absent without pay for a total of more than one (1) day.

All sick days shall be equal to number of hours an employee works during the employee's regular work day. For example, if an employee's regular work day is six (6) hours, when an employee takes a full sick day, the employee shall be paid for six (6) hours of sick leave for that day. Unused accrued sick leave may be accumulated only up to a total of one hundred fifty (150) days. Sick leave pay must be taken in one (1) or more full-hour increments.

Sick leave will not be advanced before it is accrued. When an employee's required time away from work continues beyond their accrued, unused sick time, the employee must use compensatory or other leave time if it is available. Otherwise, the employee's time off shall be unpaid.

Sick Leave Buy Back

Benefits-eligible employees with five (5) or more years of service who have accumulated more than four hundred (400) unused sick leave hours on June 30th of each year, may "sell back" a maximum of eighty (80) sick leave hours each year at fifty percent (50%) of their regular hourly wage. The employee must advise the designee of the Select Board of their decision to "sell back" up to eighty (80) sick leave hours on or before each July 10th and the request to "sell back" such accumulated, unused sick leave hours must be submitted to the Treasurer by July 31st of that year. To be eligible to "sell back" sick leave hours, however, an employee must retain a minimum of four hundred (400) accrued, unused sick leave hours after selling any sick leave hours back to the Town.

Retirement Buy Out

Benefits-eligible employees who have accrued four hundred (400) sick leave hours or more will be compensated upon retirement up to a maximum of four hundred (400) sick leave hours at twenty-five percent (25%) of their regular hourly wage as of the date of their retirement.

Sick Leave Usage

Sick leave shall be granted, at the discretion of the Department Head, to an employee only under the following conditions:

- (1) when an employee cannot perform their duties because the employee is incapacitated by personal illness or injury;
- (2) when the spouse, child or parent of either the employee or their spouse, or a relative living in the household of an employee, is seriously ill, the employee may utilize sick leave credits up to a maximum of one hundred twenty (120) sick leave hours per calendar year;

- (3) when, through exposure to contagious disease, the presence of the employee would jeopardize the health of others; and/or
- (4) when there is a need to keep a medical or dental appointment which cannot reasonably be scheduled outside of normal working hours.

With the exception of absences from work due to a positive COVID-19 result from a home testing kit, where an employee has been absent from work due to the employee's own illness or injury in excess of four (4) consecutive days, the employee will be required to produce a physician's certificate of their fitness to work, to be submitted to the Department Head and the Town Administrator.

Notification

Notification of absence due to illness must be made to the employee's Department Head at least one (1) hour prior to the beginning of the employee's regular scheduled start time on the day of absence.

Suspected Sick Leave Abuse

Where an employee's Department Head has reason to believe that sick leave is being abused, the Department Head may require satisfactory medical evidence from the employee. This request shall be in writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible and in no case later than five (5) days from the date of the request. To the extent possible, the employee shall receive prior notice that the Department Head believes the employee is abusing sick leave and that the employee may be required to produce medical evidence for future use of sick leave.

"Satisfactory medical evidence" shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, or Dentist that the employee has personally examined the employee; a statement that the employee was unable to perform their duties due to the specific illness or injury on the days in question; and a prognosis for the employee's return to work.

In cases where the employee is absent due to a family or household illness or injury, "satisfactory medical evidence" shall consist of a signed statement by medical personnel (listed above) indicating that the person in question has been determined to be seriously ill and needing care on the days in question.

A medical statement provided pursuant to this section shall be on the letterhead of the attending medical professional and shall list an address and telephone number. Failure to provide "satisfactory medical evidence" within seven (7) days of its request may result, at the discretion of the Department Head, in denial of sick leave for the period of absence and discipline, up to and including termination from employment if it is determined that the employee abused sick leave.

Termination of Employment

Upon termination of employment with the Town, all sick leave benefits accumulated or otherwise, shall cease.

Personal Days

All benefits-eligible employees, who have continuously worked for the Town and completed the thirty- (30-) day benefits waiting period, shall be credited, each July 1st, with twenty-four (24) paid personal leave hours to be taken in one- (1-) or more hour increments. During an employee's first year of employment, eight (8) hours of personal leave shall be credited to the employee after every four (4) months of continuous employment; provided, however, on July 1st of the year following the calendar year in which the employee was hired and all subsequent years, the employee shall be credited with twenty four (24) paid personal leave hours.

Personal leave hours shall be credited on a pro rata basis based on a 40-hour work week and are paid based on the employee's regular work hours. Thus, if an employee's regular work day is six (6) hours, when an employee takes a personal day, the employee shall be paid for six (6) hours of personal leave for that day. Use of personal leave hours must be scheduled with the approval of the Department Head at least two (2) weeks prior to their expected use. Any paid Personal leave not taken by June 30th shall automatically be forfeited by the employee. Likewise, all unused Personal days shall be forfeited when employment terminates for any reason.

Bereavement Leave

In the event of death in the immediate family of a benefits-eligible employee, the employee shall be granted three (3) consecutive days' leave at time of death without loss of pay. For the purposes of bereavement leave, "immediate family" shall include an employee's parent, sibling, spouse, child, sibling-in-law, parent-in-law, grandparents, grandchildren, step-parent, step-child, step-sibling, step-grandparents.

Benefits-eligible employees shall also be granted one (1) day of bereavement leave for the death of extended family members such as an aunt, uncle, cousin, niece, or nephew.

A bereavement leave day shall be based on the employee's regular work hours and shall be granted and used on a pro rata basis. Thus, if an employee's regular workday is six (6) hours, when an employee takes a bereavement leave day, the employee shall be paid for six (6) hours of bereavement leave for that day.

A department head may at their discretion approve an additional day as bereavement leave in extenuating circumstances (e.g., weather related travel delay).

Bereavement leave shall in no way be related to regular vacation time or sick leave. The employee in question shall be responsible for notifying the Department Head of funeral arrangements. Benefits-eligible part-time employees will receive a bereavement benefit in the same proportion that their part-time service bears to full-time service.

Military Leave

General: An employee shall be entitled to leave of absence during the time of actual service in the Armed Forces of the Commonwealth or the United States, or during their annual tour of duty not exceeding ten (10) workdays (i.e., no more than eighty (80) work hours) as a member of a reserve component of the Armed Forces of the United States or the Commonwealth, and shall receive their regular compensation as an employee for the 10-workday (i.e., 80-work hour) period of the leave for training purposes.

Notification: Each employee is responsible for notifying their Department Head of the date they are leaving for military service and provide written proof from military or selective service officials to the Town Administrator indicating date of departure and length of service required.

Effect On and Use of Benefits:

- A. Sick and vacation leave will continue to accrue during the 10-workday (i.e., 80-work hour) period of military leave for training purposes.
- B. The period of any military leave shall be included in employee's time of continuous service.
- C. If military duty exceeds ten (10) workdays (i.e., 80 work hours), an employee may credit all or part of their vacation entitlement to the period of military leave.

Difference in Pay, if Any, During Active Duty Deployment (Other Than for Training)

In the event an employee is on active duty (other than for training) for any of the following reasons (listed below) and the employee's military pay is less than the employee's regular compensation as a Town employee, the Town shall pay the difference between what the employee receives in military pay and the employee's regular compensation as an employee of the Town:

- 1. service performed in a uniformed service if the employee was ordered to, or retained on, active duty due to:
 - (i) involuntary active duty by a military retiree;
 - (ii) involuntary active duty in wartime;
 - (iii) retention on active duty while in captive status;
 - (iv) involuntary active duty during a national emergency for up to 24 months;
 - (v) involuntary active duty for an operational mission for up to 270 days;
 - (vi) involuntary retention on active duty of a critical person during time of crisis or other specific conditions;

- (vii) voluntary or involuntary active duty by retired Coast Guard officer;
 - (viii) voluntary or involuntary active duty by retired Coast Guard enlisted member;
 - (ix) involuntary retention of Coast Guard enlisted member on active duty; and
 - (x) involuntary active duty by Coast Guard Reserve member for natural or man-made disasters;
2. service under an order to, or to remain on, active duty (other than for training) because of a war or national emergency declared by the President or Congress, as determined by the Secretary of Labor;
 3. service performed under an order to active duty (other than for training) in support, as determined by the Secretary of Labor (or any person designated by the Secretary of Labor), of an operational mission for which personnel have been ordered to active duty as determined by a proper military authority;
 4. active duty in support, as determined by the Secretary concerned, of a "critical mission or requirement of the uniformed services" in times other than war or national emergency and when no involuntary call up is in effect; and
 5. federal service by members of the National Guard called into action to respond to an invasion or danger of invasion, rebellion or danger of rebellion, insurrection, or the inability of the President with regular forces to execute the laws of the United States.

Court Service (Jury Duty)

- A. An employee who shall be required to serve on a jury on days the employee is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid their base wages for the first three days from work, or a part thereof, of such juror service, at their base hourly rate of pay. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages.
- B. Any employee required to serve on any federal jury on days the employee is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base rate.

- C. An employee seeking compensation in accordance with this section shall notify their Department Head after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received.

Parental Leave

Introduction

In accordance with Massachusetts General Laws Chapter 149 Section 105D, full-time employees³ of the Town of Erving (the “Town”) who meet the eligibility requirements as provided below, will be entitled to Parental Leave for the birth, adoption or placement of a child.

Employee Eligibility

To be eligible for Parental Leave, employees must have been employed full-time by the Town for at least three (3) consecutive months.



Leave Entitlement

An eligible employee will be granted an unpaid leave of absence of up to eight (8) weeks for the birth of a child or placement of a child under the age of 18, (or under the age of 23 if the child is mentally or physically disabled) where the employee adopts or intends to adopt the child.

If two employees who work for the Town apply for such leave for the birth or adoption of the same child, each employee shall be entitled to eight (8) weeks of parental leave.

Family and Medical Leave (FMLA)

An eligible employee may take Parental Leave under this policy, even if the employee is not eligible for FMLA leave or has exhausted their entitlement to FMLA leave. If, however, an employee is also eligible for FMLA leave, leave taken under this policy will run concurrently with an employee’s Family and Medical Leave.

Use of Paid Leave

Although Parental Leave is unpaid, an employee may voluntarily elect to use paid leave (vacation, and personal leave, and paid sick leave in instances where the provisions of sick leave apply). Any such use of paid leave will be in accordance with the Town’s leave policies.⁴

Maintenance of Health Benefits

³ For purposes of this policy, an employee who is scheduled to work at least 40 hours per week is deemed to be a “full-time” employee.

⁴ In accordance with the Massachusetts Parental Leave Act, employees cannot be required to use accrued paid vacation leave, personal leave, or accrued sick leave with all or part of the employee’s parental leave, even if the employer requires employees who take leave for other types of reasons to use such paid leave benefits.

The Town will maintain group health insurance coverage for an employee while on Parental Leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work, as long as the employee is able to pay their required share of the cost on a monthly basis. The employee will be responsible for making arrangements with the Town to pay their share of health insurance premiums while on leave. Continued coverage is subject to timely premium payments.

Benefit Continuation

The use of Parental Leave will not affect the employee's rights to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs and other benefits for which the employee was eligible as of the date of the leave or any other advantages or rights of employment incidental to the employment position; provided, however that the period of time of any unpaid Parental Leave, is not included in the computation of further benefit accruals, rights and advantages.

Notice Requirements

Employees are required to provide at least two (2) weeks' notice to the employer of the employee's anticipated date of departure and the employee's intended day of return, provided, however, an employee may provide notice "as soon as practicable" if the delay in providing notice is "for reasons beyond the individual's control."

Job Restoration

Upon return from Parental Leave, every effort will be made to restore an employee to their original job. If that is not possible, to an equivalent job with equivalent pay and other employment terms and conditions, unless other employees of equal length of service, status and in similar positions have been laid off due to a legitimate reduction in work force. The employee on paternity leave shall, however, retain any preferential consideration for another position to which they may be entitled as of the date of their leave, to the extent that the Town has such a policy. An employee's use of Parental Leave will not result in the loss of an employment benefit that the employee earned or was entitled to before using Parental Leave.

Leave of absence beyond eight (8) weeks

If an employee on Parental Leave is not subject to FMLA the employee may request additional unpaid leave for parenting by petitioning the Appointing Authority. The employee shall be eligible for the rights under Section I above, unless the Appointing Authority notifies the employee in writing prior to the parental leave and again prior to the extension of that leave, that taking longer than eight (8) weeks of parental leave may result in a denial of reinstatement or loss of other rights and benefits.

Departmental Procedures

The Town Administrator may establish procedures to implement and carry out this policy, consistent with the policy.

Small Necessities Leave Act (SNLA) Policy

The Town of Erving will comply with the provisions of the Massachusetts Small Necessities Leave Act (SNLA), which permits eligible employees to take up to a total of 24 hours of unpaid leave within a rolling 12-month period.

The SNLA covers only employees who have been employed by the Town for one (1) year and have worked at least 1,250 hours during the previous 12 months. Leave under the SNLA is in addition to leave which may be available to an employee under the federal Family and Medical Leave Act of 1993.

The SNLA permits an employee leave for the following purposes:

- (1) To participate in school activities directly related to the educational advancement of a child, step-child or grandchild of the employee, such as a parent-teacher conference or interviewing for a new school;
- (2) To accompany a child, step-child or grandchild of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- (3) To accompany a spouse, legal dependent or an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services relating to the spouse's, legal dependent's or elder's care, such as interviewing at nursing or group homes.

The 24 hours may be taken within the 12-month calendar year period and the time may be taken on an intermittent (i.e. 2 hours to attend a parent-teacher conference) or reduced-time schedule.

An employee is required to provide their department with seven (7) days' notice of the need for the leave if the leave is foreseeable. If the necessity for the leave is not foreseeable, the employee is required to provide notice of the leave as soon as practicable.

The law provides for an unpaid leave. An employee may elect to use any available accrued vacation, personal or sick leave benefits provided the use of such time is in accordance with the Town's leave policies.

Erving may require the employee to substitute any of the employee's paid vacation leave, personal leave or sick leave for the leave provided for by the SNLA. A department head may require that written certification or documentation support a request for leave under the SNLA.

Training, Education and Conferences (Professional Development)

The Town of Erving endeavors to promote both individual and institutional training programs. Upon successful completion of the introductory period, employees may request to participate in work-related educational training. These requests must be approved by the employee's immediate supervisor prior to attendance at any such training sessions. The Town of Erving may

reimburse reasonable costs of such training if fiscally feasible and prior written approval is received.

DRAFT

APPENDIX A- ADMINISTRATIVE POLICIES

The following administrative policies are also part of the Town’s administration of personnel benefits, leaves, and expectations. They are available upon request, by visiting www.erving-ma.gov/personnel and/or by clicking the links provided.

Administrative Policies

Policy Number	Policy Name	Last Revision Date
ADM-001	Americans with Disabilities Act Non-Discrimination Notice & Grievance Policy	August 29, 2022
ADM-020	Criminal & Sexual Offender Records Information Policy	August 29, 2022
ADM-021	Health Insurance Portability & Accountability Act Policy	August 29, 2022
ADM-100	Workplace Violence Prevention Policy	TBD
ADM-101	Sexual Harassment Prevention Policy	July 18, 2022
ADM-102	Protected Class Harassment Prevention Policy	July 18, 2022
ADM-110	Drug & Alcohol-Free Workplace Policy	August 29, 2022
ADM-111	No-Smoking Policy	October 31, 2022
ADM-120	Fraud Prevention Policy	TBD
ADM-130	Whistleblower Protection Policy	TBD
ADM-150	Pregnant Workers Fairness Act Policy	TBD
ADM-180	Domestic Violence Leave Policy	TBD
ADM-201	Consolidated Omnibus Budget Reconciliation Act (COBRA) Policy	October 3, 2022
ADM-202	Retirement Plan Participation & Insurance Policy	August 29, 2022

APPENDIX B- PAY PLANS

To be inserted

APPENDIX C- BENEFIT PROVIDERS & CONTACTS

Health Insurance:

Blue Cross Blue Shield – 1(800)-486-1136

<https://www.bluecrossma.org/>

Hampshire County Group Trust – 1(413)-584-1300

<https://hcgit.org/>

Dental Insurance:

Guardian – 1(888)-600-1600 Group Number: 00437465

<https://www.guardianlife.com/dental-insurance>

Life Insurance, Optional Life Insurance, Long Term Disability Insurance:

Boston Mutual – 1(877)-624-2249 Customer Service

1(877)-212-2950 Claims Service

<https://www.bostonmutual.com/>

Other Optional Insurances:

Colonial Life – 1(800)-325-4368 Customer Service

1(800)-880-9325 Claims Service Fax

<https://www.coloniallife.com/>

Flexible Spending Account:

Ameriflex – 1(888)-868-3539

<https://myameriflex.com/>

Short Term Disability & Cancer Insurance:

American Heritage Life Insurance/Allstate –

1(800)-521-3535 Customer/Claims Service

<https://www.allstate.com/allstate-benefits/main.aspx>

Franklin Regional Retirement System

1(413)-774-4837

<https://frrsma.com/>

Massachusetts Teachers Retirement System:

1(617)-679-6877

<https://mtrs.state.ma.us/>

Nationwide Retirement (OBRA & Deferred Compensation):

1(877)-496-1630

<https://www.nrsforu.com/iApp/rsc/login.x>

403(b) (School Employees)

AIG Retirement Service (VALIC) 1(800)-448-2542

Equitable 1(800)-628-6673

<https://www.tsacg.com/individual/plan-sponsor/massachusetts/town-of-erving/>

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I am in receipt of Erving's Personnel Policies and Procedures Manual. I received the Manual on _____ (date). The enclosed policies were explained to me and I had an opportunity to review and read the policies.

I understand it is my responsibility to be familiar with and adhere to the provisions of these policies.

EMPLOYEE PRINTED NAME

EMPLOYEE SIGNATURE

DATE

Note: A copy of this acknowledgement form will be placed in the employee's personnel file.



TOWN OF ERVING

12 Main Street
Erving, Massachusetts 01344
Telephone: (413) 422-2800
Facsimile: (413) 422-2808
Email: administrator@erving-ma.gov

ADM-195

Policy

Remote Work Policy

Approved: _____ Date: _____
Select Board Chair, Jacob A. Smith

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.01 Issue Date / Effective Date

This policy is issued and effective on _____.

.02 Purpose

This policy establishes guidelines for administering and evaluating remote work (telecommuting) requests or assignments. The potential to work remotely allows eligible employees to work from home or another location on a full, part-time, or intermittent basis. Generally, it is expected that most remote work arrangements will permit one or two days of remote work on a weekly basis. Not every employee, however, will be able or authorized to work remotely due to their specific job duties and responsibilities and/or work productivity. This Policy does not apply to any employees of the Erving Elementary School.

.03 Policy

The ability to work remotely is not an entitlement or benefit of employment. It is an alternative means of meeting the needs of the Town outside of the office. In some cases, employees may be mandated to work remotely to ensure continuity of operations in the event of an emergency, such as inclement weather, a pandemic or other public health crisis, a lack of available space, or under other extenuating circumstances. While remote work provides some flexibility in an employee's schedule, the remote work arrangement is not designed to be a substitute or replacement for care of family members and/or dependents.

The option to work remotely requires the approval of the eligible employee's Department Head, the Town Administrator, or their designee. All employees who are eligible to work remotely must read this Remote Work policy and complete the application and agreement forms in advance of working remotely. Participation in the remote work arrangement will not alter the employee's terms or conditions of employment with the Town in any way, except for those specifically addressed as part of a Remote Work Agreement.

Any decision regarding the eligibility to work remotely shall be at the sole discretion of the Town, shall be final and binding, and shall not be grievable under the Conflict Resolution Procedure set forth in Section 9 of the Town's Personnel Bylaw

.04 Eligibility

Regular employees of the Town of Erving (the "Town") may be eligible to work from home, subject to the requirements and limitations of this Policy. An employee may request, or a Department Head may initiate, a discussion about a remote work arrangement. Eligibility to work remotely on a consistent or routine basis is contingent on and subject to job duties and responsibilities (rather than job title), type of position (e.g., supervisory or public facing vs. non-supervisory or non-public facing), work habits, and work schedule. Moreover, jobs acceptable for remote work are those that can be performed without diminishing the quality of work, level of services provided, and without disrupting productivity. This policy does not apply to introductory/probationary, seasonal, or temporary employees.

.05 Procedures

- A. Employees – Requesting a Remote Work Assignment:
 - a. An employee interested in working remotely must first initiate a discussion with their Department Head to determine eligibility. (As noted in Section .04 above, a Department Head may also initiate a discussion with an employee about a remote work assignment or arrangement.)
 - b. If the Department Head is supportive of the request to work remotely, the request will be elevated by the Department Head to the Town Administrator (or their designee) for approval. In addition, the employee must submit a Remote Work application to the Town Administrator.
 - c. If approved, the employee will be required to read and agree to this Remote Work Policy and any Technical Guidelines developed by the Town Administrator and submit confirmation of such compliance to the Town Administrator's office.
 - d. After all necessary paperwork has been completed, the employee can begin their remote work assignment.

- B. Department Head – Managing Remote Work Assignments: Each Department Head is responsible for evaluating and approving remote work requests. The arrangement is intended to benefit the Town and its employees without putting an undue burden or added expense on other employees or individual departments, nor is it intended to disrupt or diminish the services provided by the Town. Department Heads should contact the Town Administrator with any questions.

- a. When evaluating a remote work request, the Department Head should consider whether the employee has a record of satisfactory performance (evaluation) in the workplace, and has demonstrated the ability to:
 - i. Prioritize work to meet deadlines;
 - ii. Accomplish job duties with minimal supervision;
 - iii. Communicate effectively with clients, stakeholders, supervisors, and team members;
 - iv. Manage time effectively; and that
 - v. Operational demands are unaffected and met without an impact to overtime or to other employees.
- b. After evaluating the employee's request to work remotely, if the Department Head supports the request, Department Heads shall ensure that the employee making the request reads the policy and completes the appropriate paperwork and survey.
- c. Department Heads will set clear expectations with the employee by creating a communication plan and by regularly checking in. The Department Head shall audit non-exempt employee time records on a regular basis to confirm compliance and accuracy.
- d. An initial review of the remote work plan should take place within two (2) weeks and again within one (1) month. After the first month, the Department Head should review the remote work plan with the employee, at least twice annually, to discuss the success/shortcomings of the arrangement and to make any necessary adjustments based on those reviews.

.06 Contingency Plan

Each Department Head reserves the right to cancel, modify, or suspend a work-from-home assignment as as the Department Head deems necessary in their sole discretion, to address planned or unplanned short-term and long-term employee absences, emergencies, and vacations. This also includes mandatory meetings, trainings, or other work assignments

.07 Work Schedule

It is the employee's responsibility to give accurate and up-to-date information to the Department Head regarding work location and hours. Full-time, exempt employees must be available for work at all times during the regular business hours established for the respective Department in accordance with the remote work arrangement in place between the employee and the Department Head, unless they are on leave.

Employees working remotely are required to record all hours worked in the same manner as done while in the office.

Non-exempt employees may not work more than the regular business hours established for the Department with this arrangement between the employee and the Department Head, or more than 40 hours in a week without the prior written authorization of their respective Department Head.

Vacation time, sick leave, and other leave must be authorized according to the policy of the Town.

.08 Workers' Compensation Insurance

A designated workspace shall be maintained by each employee who works from home. Notice of such designated workspace shall be given by each employee to their Department Head. Workers' compensation liability will be limited to work-related injuries at this designated workspace listed during hours of work as opposed to applying to all areas of an employee's home.

Each employee shall notify the Town immediately of any injuries sustained during hours of work in the designated workspace. Employees shall authorize, if requested by the Town, health and safety

inspections to make sure their workplace is appropriate. Each employee shall maintain adequate and reasonable liability and property insurance on the premises where the work at home will take place.

.09 Work Area, Health & Safety

Employees who are authorized to work remotely must establish an appropriate work environment within their home for work purposes. Notice of such designated workspace shall be given by each employee to their Department Head. The Town shall not be responsible for any costs associated with setup of an employee's home office, such as remodeling, furniture or lighting, or for repairs or modifications to the home office space.

Each employee is solely responsible for their respective workplace (i.e., designated workspace within their home) being safe and not in violation of any building, fire or health codes.

Workplaces may not be maintained in garages, kitchens, attics, basements, or any unfinished spaces. Employees shall authorize, if requested by the Town, health and safety inspections to make sure their workplace is appropriate.

The workplace is to be presentable and appropriate for remote work that includes video & audio conferencing and telephone calls. The workplace should be conducive for remote work and should be reasonably free of frequent or loud noises and other distractions that would interfere with remote work.

.10 Trainings and Meetings

Certain Town meetings are mandatory and will require employees to come to the Town's offices. If possible, reasonable notice of upcoming meetings will be given to those employees. If a face-to-face work meeting is necessary, it is the employee's responsibility to attend the meeting at the Town's office.

All meetings with clients or other business visitors must be conducted face-to-face at the Town's office or other assigned places, but not at the employee's home.

.11 Equipment

The Town will determine, with information supplied by the employee and their Department Head, appropriate equipment needs, if any, for employees working remotely. The Town reserves the right to make determinations as to appropriate equipment, subject to change at any time.

All employees who work remotely are required to have their own phone lines, data lines, and modems. The costs associated with this equipment and services are the responsibility of the employee requesting remote work. Any equipment supplied by the Town must be maintained by the employee, and the Town will assist as appropriate. The Town accepts no responsibility for damage, repairs or maintenance to employee-owned equipment.

Town equipment is for Town-related projects only. Employees may not use Town equipment for unlawful purposes or for conducting work for other employers, nor may such employees allow other persons use it. Likewise, employees may not use Town equipment for personal use.

Any hardware or software purchased by the Town remains the property of the Town and will be returned to the Town on request. Software used by an employee is subject to the same restrictions on duplication and unauthorized use as software used in the office.

Equipment provided by the Town will be maintained by the Town. The Town is not responsible for the temporary loss of workdays due to equipment maintenance or repair of Town equipment located at an

employee's home. In such a case, the telecommuting employee is expected to report to the office or obtain approved leave.

Equipment no longer used by an employee must be returned on their next day in the office. If an employee that is working remotely leaves their position with the Town, the employee will return all Town-owned equipment to their Department Head no later than the last day of employment with the Town.

The Town assumes no responsibility for the repair, maintenance, or replacement of personally owned equipment used by an employee when working from home. If loan equipment is available during the repair period, then the employee may continue to work from home; however, if there is no available loan equipment, then the employee must work at the office.

.12 Visits

Visits to employee home offices will be made usually on a pre-arranged basis with the employee. Health and safety inspections may need to be arranged between the employee and the Town. Each employee working from home shall consent to the Town visiting the respective employee's home office unannounced in order to retrieve Town equipment that the employee has not returned after being requested to do so.

.13 Security of Information

Employees who work from home may not compromise the confidentiality or security of Town or citizen/resident information due to telecommuting, remote computer access, or for any other reason. Steps employees must take to secure such data include, but are not limited to, using locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

Breaches of information security, whether by accident or design, while telecommuting or otherwise working from home may result in disciplinary action up to and including termination from employment.

.14 Reimbursements and Expenses

Employees working at home must obtain supplies stocked at the Town's office and will not be reimbursed if they are obtained elsewhere. The Town shall not be liable for lease or use expenses because of working from home.

Other expenses not specifically covered above will be dealt with on a case-by-case basis, taking into account the type and reasonableness of the expense. Employees cannot be assured of reimbursements for expenses not approved in advance.

.15 Domestic Care

During established work hours, employees who work from home agree that family care demands may not shall not compete with work. Working at home may not be used as a substitute for day-care providing. In the event an employee who is working remotely has a competing family care demand, such employee must use any accrued, unused vacation or personal leave rather than working remotely on that date. If such employee does not have any accrued, unused vacation or personal leave available, the leave shall be unpaid.

.16 Local Zoning Ordinances

Each employee working at home is responsible for observing any municipal zoning ordinances regulating the performance of work at home and advising the Town if local law does not permit working at the location designated for working at home.

.17 Liability Insurance

Each employee shall maintain adequate and reasonable liability and property insurance on the premises where the work at home will take place.

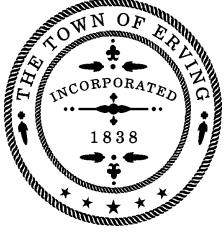
.18 Amendment, Suspension, Discontinuation, or Rescission of this Policy

The Town reserves the right, in its sole discretion, to change, suspend, or discontinue the provisions of this policy, with or without prior notice. The Town may adopt guidelines and protocols to carry out this policy.

.19 Adoption of Protocols and Guidelines to Carry Out This Policy

The Town Administrator may adopt protocols and technical guidelines to carry out this Policy.

DRAFT



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800

Fax 413-422-2808

Email: administrator@erving-ma.gov

Jacob A. Smith, Chair
Scott Bastarache
William A. Bembury
Select Board

Bryan Smith
Town Administrator

December 14, 2022

To: Select Board
From: Bryan Smith, Town Administrator
CC: Glenn McCrory, Highway Superintendent
Richard Newton, Town Clerk

RE: Proposed Bylaw Revisions Regarding the Cemetery Commission

I am following up on your conversation about the Cemetery Commission from the bylaw conversation on August 29, 2022, and August 1, 2022. Prior to these dates, the Board previously discussed this matter in March of 2021. After discussing the matter with the Town Counsel, I proposed 2 potential bylaw amendment articles for that year's annual Town Meeting. Though the Board considered this recommendation on August 29th no formal decisions have been made and Town Clerk Newton is looking for guidance so that he can provide feedback to the General code.

Bylaw Article ___: To Rescind Article 25 of Special Town Meeting on February 09, 1949.

To see if the Town will vote to rescind Article 25 of Special Town Meeting on February 09, 1949, or take any other action relative there to:

[At the 2-9-1949 ATM, by Art. 25, the Town voted that the Moderator appoint three members to serve as Cemetery Commissioners in conjunction with the Town Treasurer to handle the affairs connected with cemeteries.

Bylaw Article: Cemetery Commission: Membership and Duties.

To see if the Town will vote to adopt a General Bylaw entitled "Cemetery Commission" or take any other action relative there to:

Cemetery Commission

1. Membership & Terms

In accordance with Massachusetts General Law Chapter 114 Section 27, there shall be a three (3) member Cemetery Commission, appointed by the Select Board. The Select Board may vote to serve as the Cemetery Commission. The members of the Cemetery Commission will serve for three (3) year terms, staggered.

2. Duties

A. The Cemetery Commission's responsibilities shall include, but shall not be limited to, the operation of the Town of Erving cemeteries, to appoint staff for the care of the Cemetery, divide unsold lots, and to issue deeds for the right of burial.

- B. The Cemetery Commissioners shall be authorized to establish rules and regulations and to determine fees, as may be amended from time to time.

From: [Storti, William](#)
To: [Bryan Smith](#)
Cc: [Mariah Kurtz](#); [Glenn McCrory](#)
Subject: [EXTERNAL]Wheelock
Date: Monday, December 5, 2022 12:21:55 PM
Attachments: [image001.png](#)
[Wheelock Culverts 12-05-22.pdf](#)

CAUTION: This email originated from outside of the Town of Erving. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, please contact the Erving IT Department

Bryan,

Attached are the bid ready Wheelock culvert drawings for review. Raju is still working his way thru the ACOE revisions after he met with them last week but tells me it should only be a few call-outs on the plans. He'll have them to me next week.

Given the current craziness in the bidding environment, do you think we should consider a base bid and alternate 1 for this project, to ensure a bid that fits into your budget?

What are your thoughts on a bidding schedule? Most contractors are off and/or out of the country until the beginning of January so I suggest the following schedule:

- January 11, 2023 Documents available
- February 2, 2023 Bids due

Documents will be made available to bidders using an on-line distributor and I was planning on an in person opening. Time and location to be determined.

Best,
Bill

Bill Storti
Senior Project Manager
direct: 860-616-6453

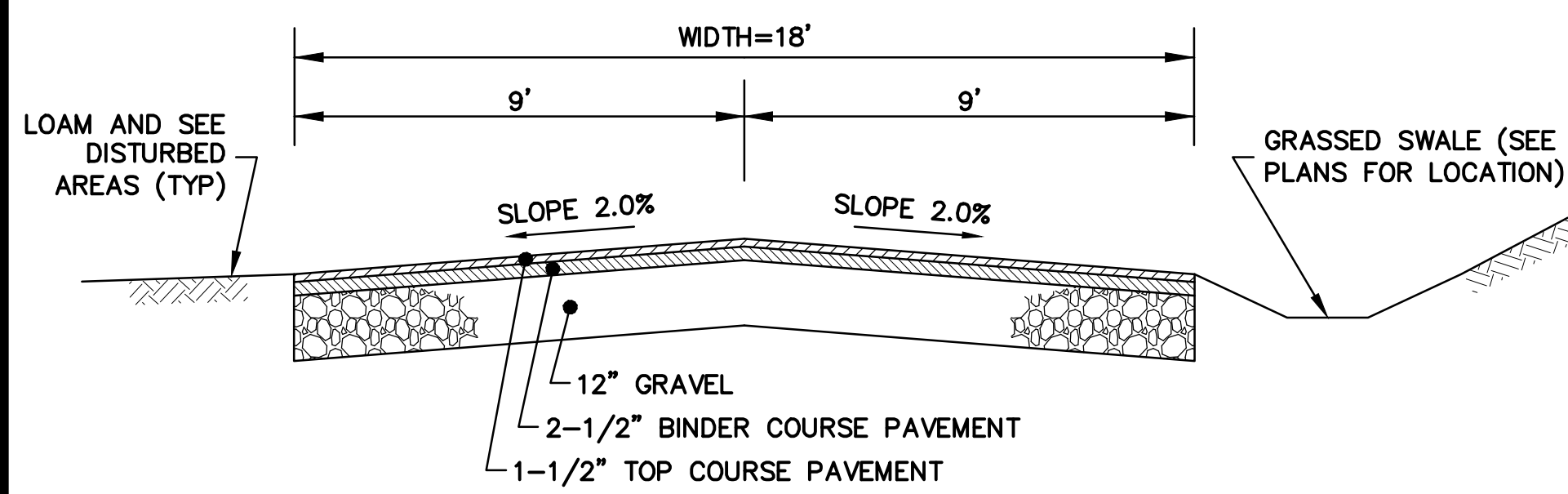


Weston & Sampson (*We've Moved!*)
712 Brook Street, Suite 103 | Rocky Hill, CT 06067
tel: 860-513-1473
westonandsampson.com

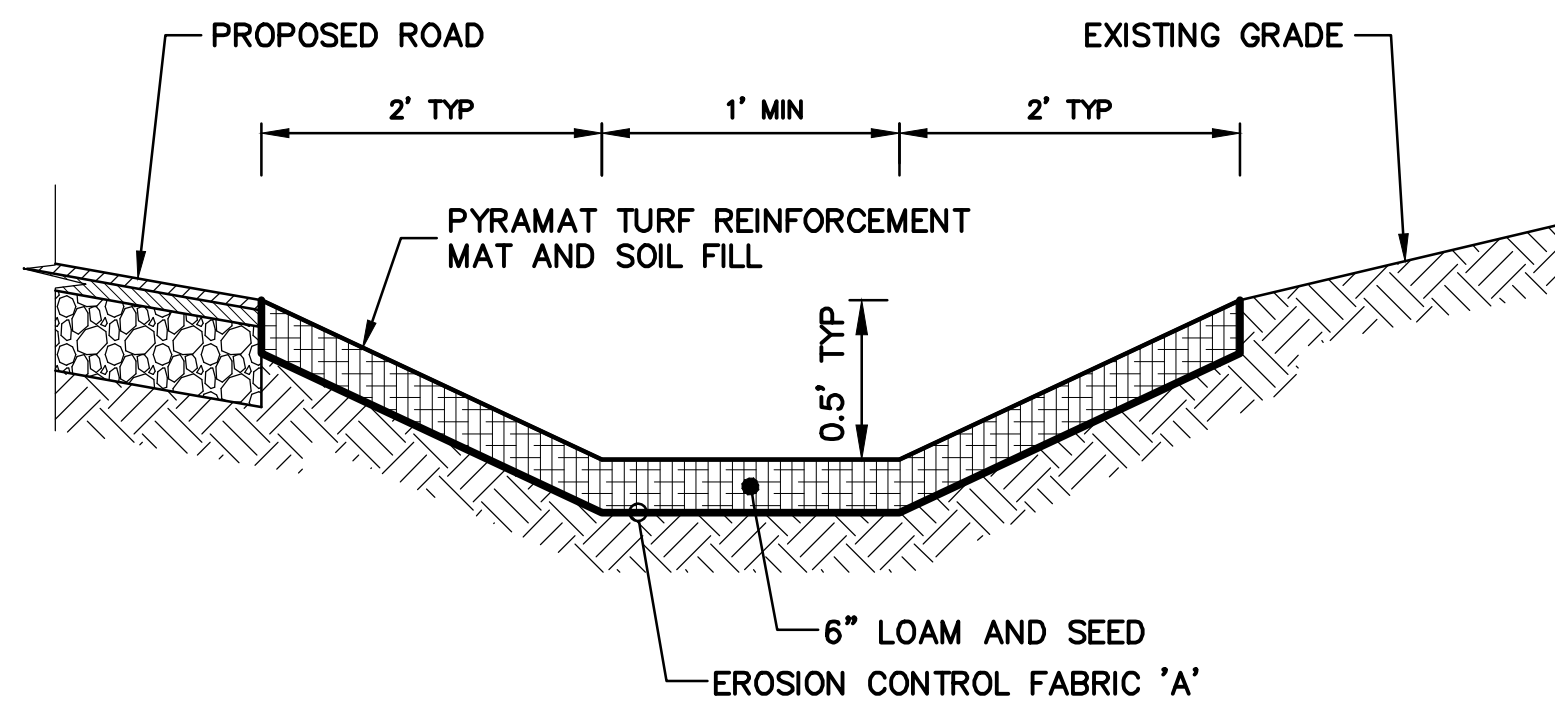
[facebook](#) | [twitter](#) | [linkedin](#)

The contents of this e-mail and any attachments are the property of the Weston & Sampson companies. The e-mail contents are only to be used by the intended recipient of the e-mail. If you are not the intended recipient, then use, disclosure, copying, distribution or reliance on the e-mail is prohibited. All professional advice from us should be obtained in writing (not e-

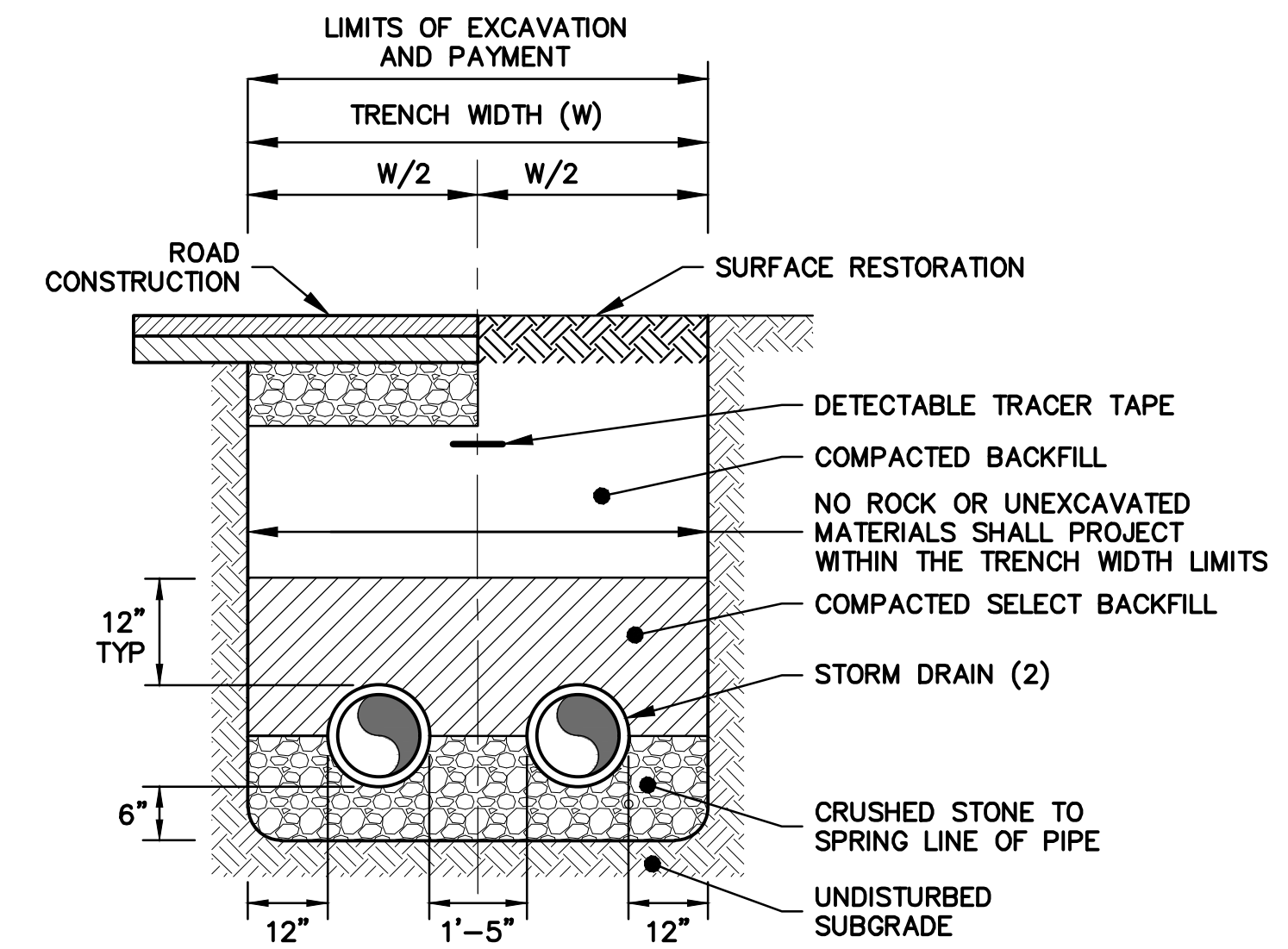
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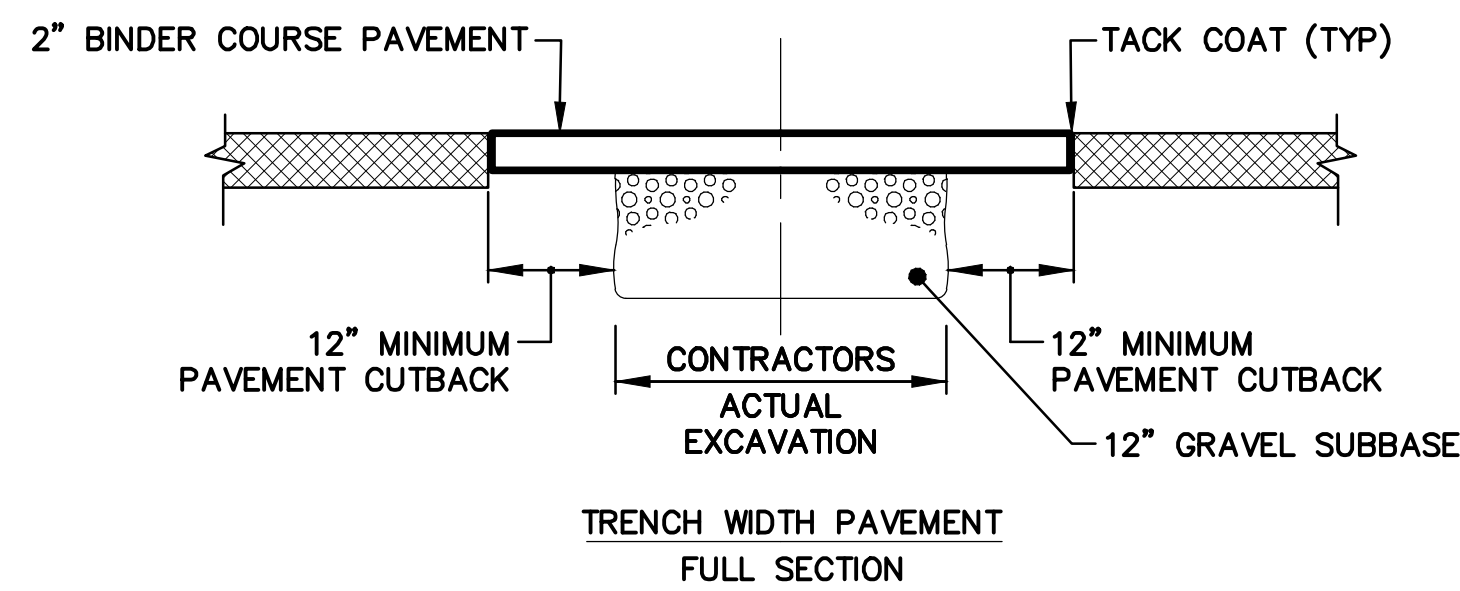
TYPICAL ROAD RECONSTRUCTION DETAIL
N.T.S.



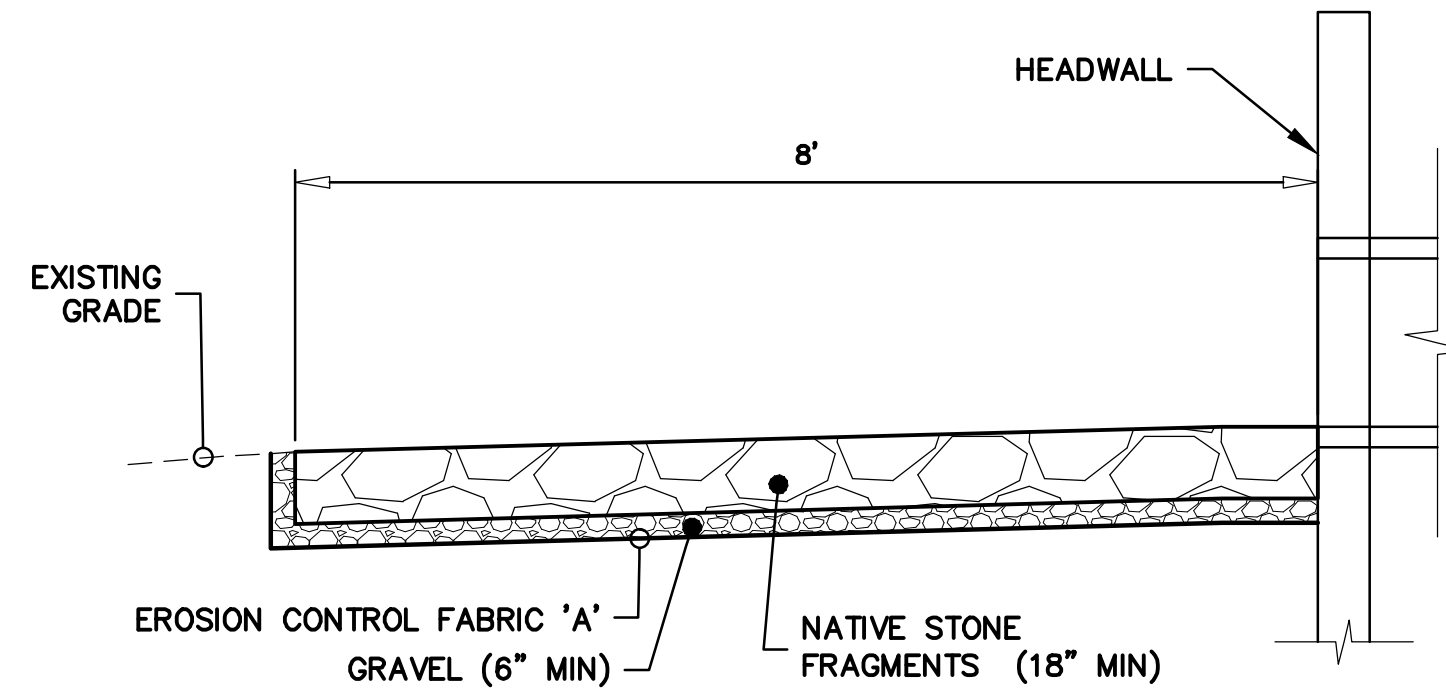
TYPICAL GRASSED SWALE SECTION
N.T.S.



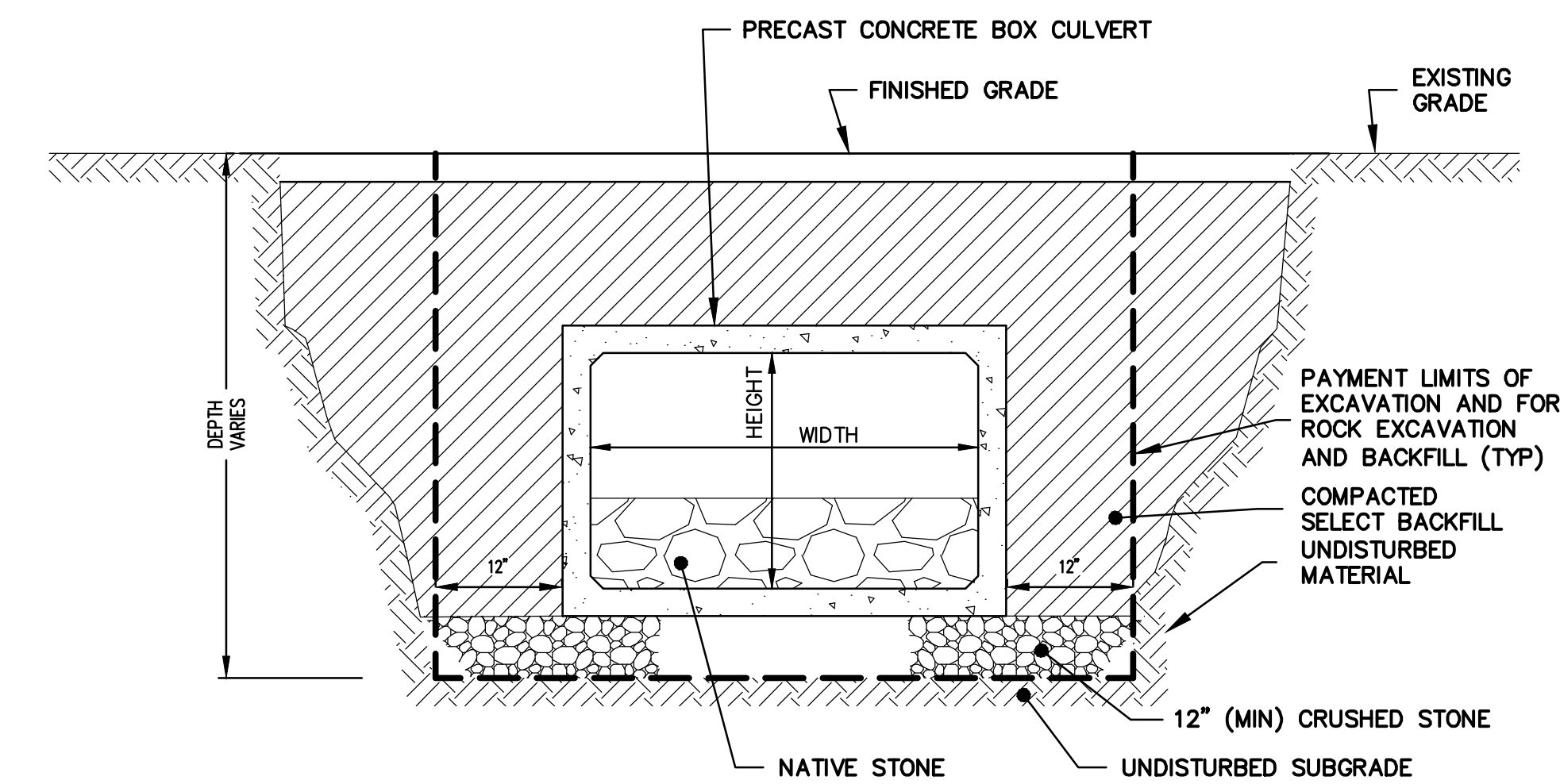
STORM DRAIN TRENCH DETAIL
N.T.S.



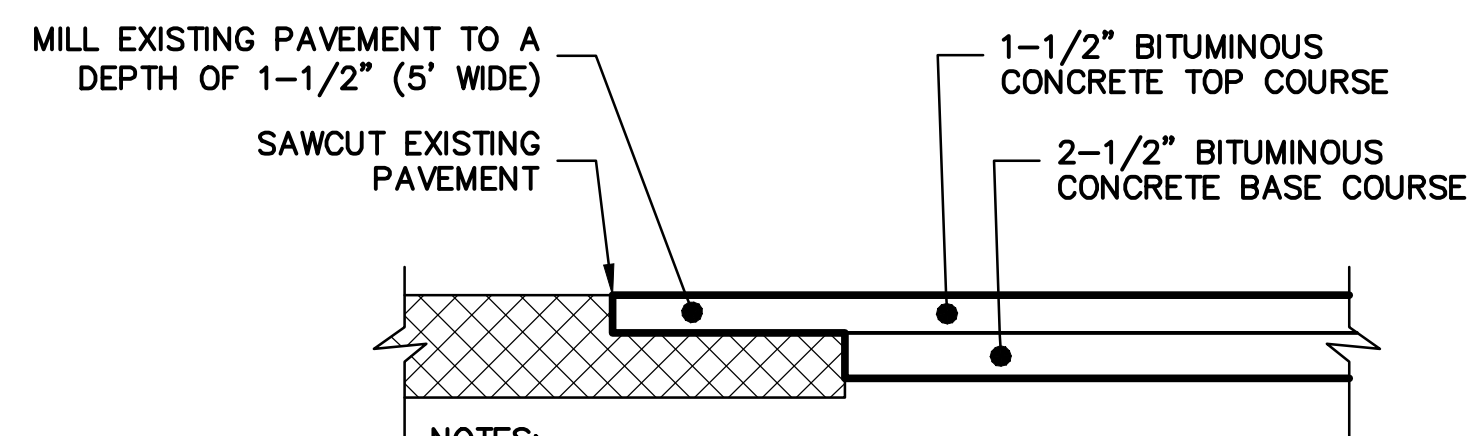
TEMPORARY TRENCH PAVEMENT REPLACEMENT DETAIL
N.T.S.



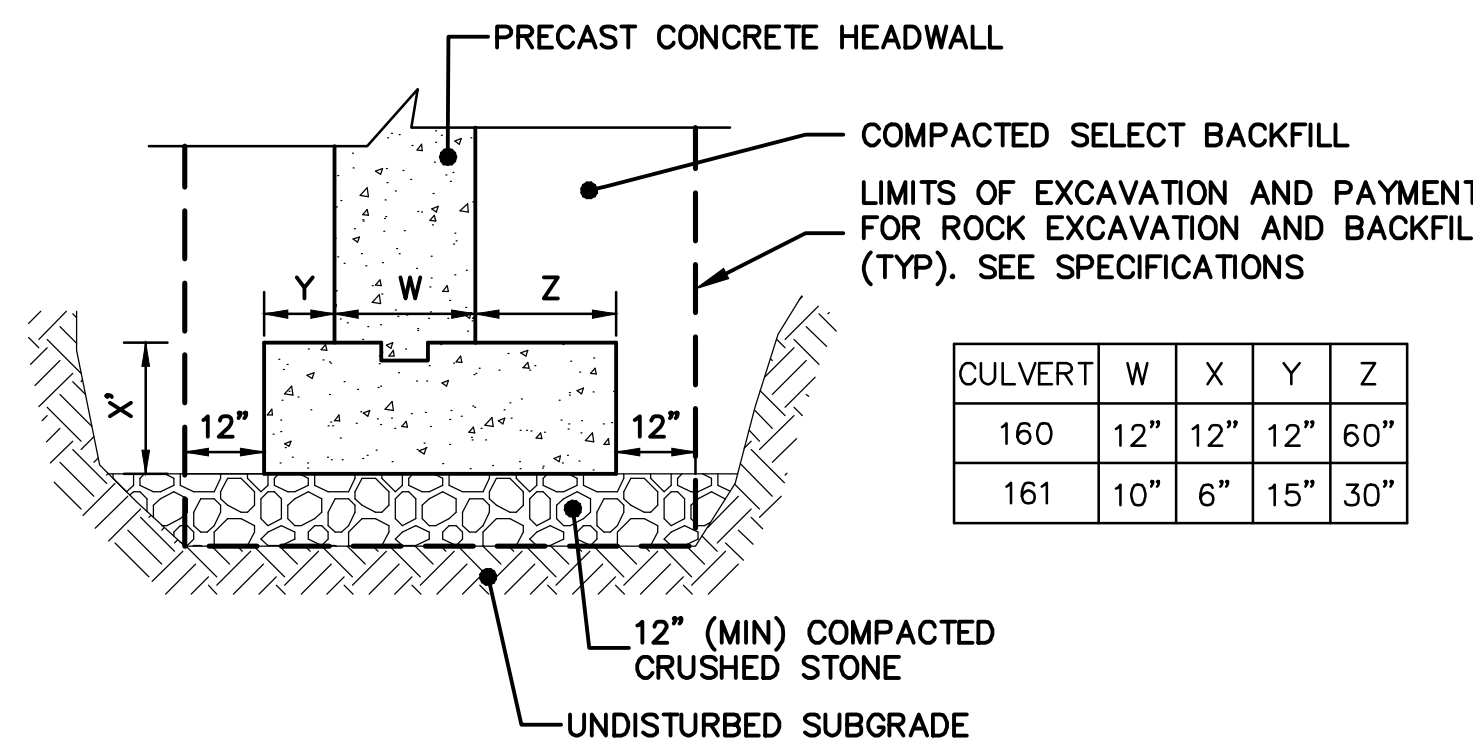
SPLASH PAD DETAIL
N.T.S.



TYPICAL BOX CULVERT SECTION
N.T.S.

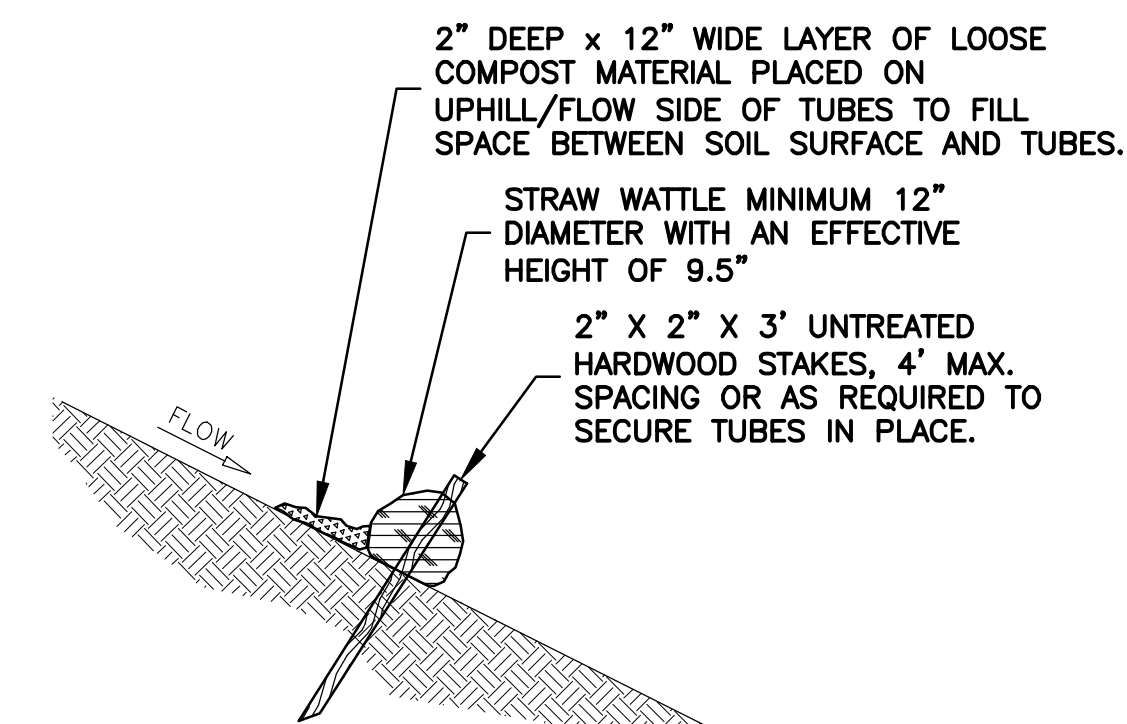


KEYWAY DETAIL
N.T.S.

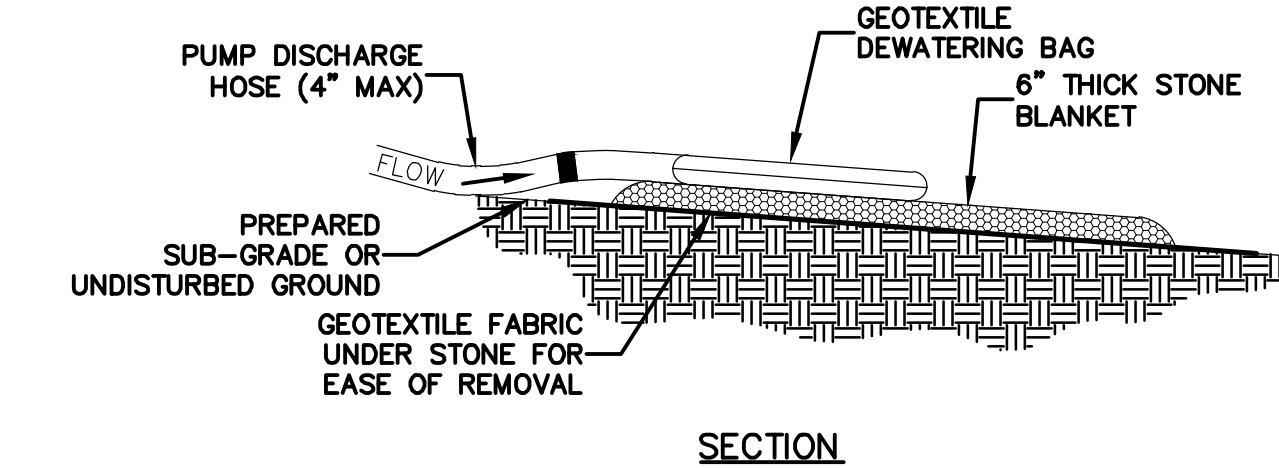
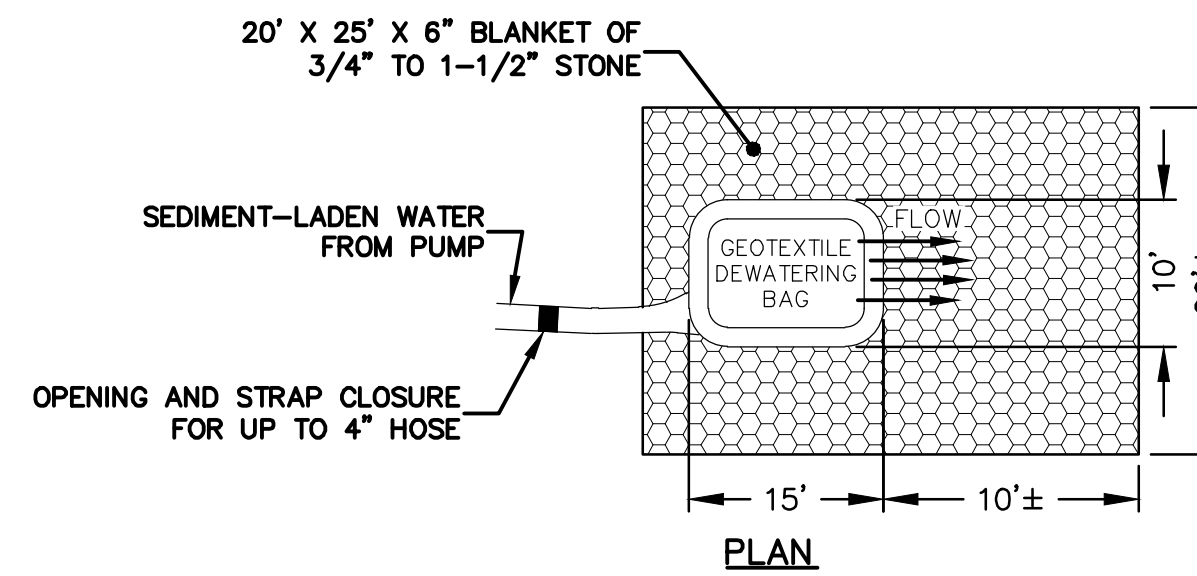


TYPICAL FOOTING DETAIL
N.T.S.

CULVERT	W	X	Y	Z
160	12"	12"	12"	60"
161	10"	6"	15"	30"

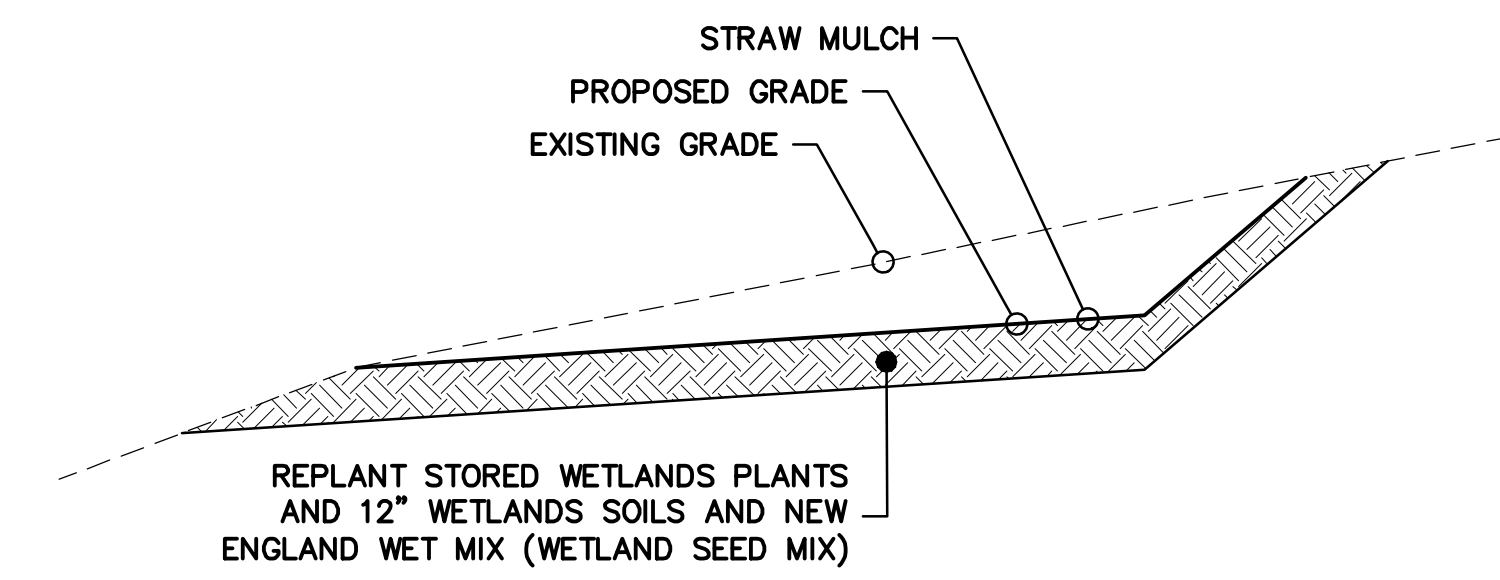


STRAW WATTLE INSTALLATION DETAIL
N.T.S.



- NOTES:**
1. GEOTEXTILE BAG MATERIAL SHALL BE A NON-WOVEN MATERIAL. DO NOT OVER PRESSURIZE BAG OR USE BEYOND CAPACITY.
 2. LOCATE DISCHARGE SITE ON FLAT UPLAND AREAS AS FAR AWAY AS POSSIBLE FROM STREAMS, WETLANDS, AND OTHER RESOURCES AND POINTS OF CONCENTRATED FLOW. ENGINEER TO APPROVE LOCATION.
 3. DOWNGRADIENT FROM RECEIVING AREA MUST BE WELL VEGETATED OR OTHERWISE STABLE FROM EROSION, E.G., FOREST FLOOR OR COARSE GRAVEL/STONE.

GEOTEXTILE DEWATERING BAG
N.T.S.



WETLANDS REPLICATION DETAIL
N.T.S.

Consultants:

Revisions:

No.	Date	Description

Scale:

COA:

Issued For:
**BID READY
FOR REVIEW**

Scale: AS NOTED
Date: JANUARY 2023
Drawn By:
Reviewed By: WGS
Approved By: CBW

W&S Project No.: ENG20-0442
W&S File No.:

Drawing Title:
DETAILS

Sheet Number:
C-104



westonandsampson.com

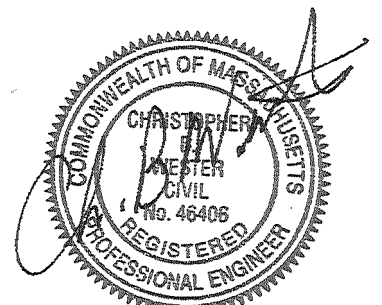
WESTON & SAMPSON ENGINEERS, INC.
712 Brook Street, Suite 103
Rocky Hill, CT 06067
tel: 860.513.1473

CONTRACT
DOCUMENTS

January 2023

TOWN OF
Erving
MASSACHUSETTS

Wheelock Street Culvert
Improvements Project



BIDDOCS Review

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END OF SECTION

P:\MA\Erving, MA\ENG20-0442 Wheelock St Culverts\4 Working Documents\4.2 Specifications\00000 Wheelock TOC.docx

SECTION 00010

ADVERTISEMENT FOR BIDS

Town of Erving, Massachusetts

Sealed bids for construction of the Wheelock Street Culvert Improvements Project for the Town of Erving, will be received at the office of the Town Administrator, Town Hall, 12 East Main Street, Erving, Massachusetts, 01344. until 10:00 a.m., prevailing time, on February 2, 2023, at which time said bids will be publicly opened and read aloud.

The Base Bid scope of work includes construction of approximately 27 linear feet of 3.0'W X 4.5'H precast concrete box culvert, headwalls, wingwalls and associated work. The Alternate 1 scope of work includes construction of approximately 65 linear feet of 15" reinforced concrete pipe, headwalls, wingwalls and associated work. The estimated project cost for Base Bid plus Alternate 1 is \$290,000.

Bid Security in the form of a bid bond, cash, certified check, treasurer's or cashier's check payable to the Owner, is required in the amount of five percent of the bid, in accordance with Section 00200, INSTRUCTIONS TO BIDDERS.

The Instructions to Bidders, Form of General Bid, Agreement, Plans, Specifications, Performance and Payment Bond, and other Contract Documents may be examined at the following locations during normal business hours:

Weston & Sampson Engineers, Inc., 712 Brook Street Suite 103, Rocky Hill, Connecticut 06067

Erving Town Hall, 12 East Main Street, Erving, Massachusetts 01344

Contract Documents may be viewed electronically at www.BidDocsOnline.com and hard copies requested at Nashoba Blue, Inc., 433 Main Street, Hudson, MA 01749 (978-568-1167). There is a refundable deposit of \$50.00 per set payable to BidDocs Online, Inc. Deposits may be electronically paid or must be a certified or cashier's check. Bidders requesting Contract Documents to be mailed to them shall include a separate check for \$40.00 per set for UPS Ground (or \$65.00 per set for UPS overnight), payable to the BidDocs Online, Inc., to cover mailing costs.

The award will be to the lowest, responsible, and eligible bidder. The selected contractor shall furnish a performance bond and a payment bond in amount at least equal to one hundred percent (100%) of the contract price as stipulated in Section 00520, CONSTRUCTION CONTRACT, of these specifications.

All bids for these projects are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended. Contracts for work under this Proposal will also obligate the Contractor and Subcontractors to comply with the applicable contractual provision and Federal, State and local provisions regarding insurances, labor, equal employment

opportunity, anti-discrimination and affirmative action. Complete instructions for the filing of bids are included in the Instructions to Bidders.

Bidders on this project will be required to comply with all provisions of Executive Order No. 11246 (requirements for Affirmative Action and Equal Employment Opportunity), Massachusetts Wage Rates, Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hours Standards Act, Section 3, regulations promulgated under the Occupational Safety and Health Act of 1970, and other applicable laws.

By submission of a bid, the Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays and legal holidays excluded after the opening of bids.

This project is subject to Title VI of Civil Rights Act of 1964, Section 3 of the Housing and Urban Development Act of 1968, and Equal Employment Opportunity.

The Owner reserves the right to waive any informalities in bids and to reject any or all bids, in whole or in part, if it is in the best interests of the Town.

TOWN OF ERVING, MASSACHUSETTS
12 East Main Street, Erving, MA 01344

Select Board

Jacob A. Smith, Chair
William A. Bembury,
Scott Bastarache

Weston & Sampson Engineers, Inc.
Rocky Hill, Connecticut

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SECTION 00200

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids
2. Location and Work to be Done
3. Preparation of Bid
4. Modification of Bids
5. Obligation of Bidder
6. Information not Guaranteed
7. Bid Security
8. Time for Completion
9. Addenda and Interpretations
10. Bid Opening Procedure
11. Comparison of Bids
12. Statutes Regulating Competitive Bidding
13. Right to Reject Bid
14. Ability and Experience of Bidder
15. Conditions of Work
16. Security for Faithful Performance
17. Power of Attorney
18. Laws and Regulations
19. Liquidated Damages for Failure to Enter into Contract
20. Indeterminate Items and Estimated Quantities
21. CONTRACTOR Records
22. Bidder Certification – OSHA Training
23. Prevailing Wage Rates
24. Price Adjustments

1. Receipt and Opening of Bids

The Town of Erving, Massachusetts, herein called the OWNER, acting by and through its Select Board will receive sealed Bids for the construction of the Wheelock Street Culvert Improvements Project.

Such bids addressed to the Town of Erving and endorsed "Bid for the Wheelock Street Culvert Improvements Project" will be received at the Erving Town Hall, 12 East Main Street, Erving, Massachusetts until 10:00 a.m. on February 2, 2023 at which time and place said bids will be publicly opened and read aloud.

If the building at which bids are to be received is closed for any reason on the date and time that bids are due, receipt of bids by the Owner will be postponed until the next business day at the time originally stated for receipt of bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. By submission of a bid, the bidder agrees that this bid shall be good and may not be withdrawn for the number of days, after the opening of bids, as stipulated in the FORM OF GENERAL BID.

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work are indicated on a set of nine (9) drawings titled "Wheelock Street Culvert Improvements Project," prepared by Weston & Sampson Engineers, and numbered 1 to 9, inclusive.

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form in Section 00410. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Modification of Bids

Any bidder may modify its bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the OWNER prior to the closing time, and, provided further, for any telegraphic communication that modifies a bid the OWNER is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time.

The modification communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the facsimile transmission.

5. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of its bid.

6. Information not Guaranteed

All information given in the 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.

It is agreed and understood that the 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 in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to it or obtained in any examination made by it in any manner as a basis of or grounds 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.

7. Bid Security

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section 00100, ADVERTISEMENT FOR BIDS. Such deposits will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to any bidder within 30 days, Saturdays, Sundays and legal holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

8. Time for Completion

The successful general bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated in Section 00410, FORM OF GENERAL BID.

9. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally, and if provided orally, shall not be relied upon by bidders unless confirmed in a written addendum. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or the ENGINEER.

Every request for such interpretation should be in writing (typed, not handwritten) addressed to Weston & Sampson Engineers, Inc., 273 Dividend Road, Rocky Hill, Connecticut 06067 Attention: Bill Storti, or sent via email to stortiw@wseinc.com to be given consideration questions must be received at least five working days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, may be viewed and downloaded as a Portable Document File (PDF) at www.biddocs.com. A notification of addenda will be emailed to all prospective bidders to email addresses furnished by them for such purposes. Bidders picking up sets of bid documents will be given email notification of all addenda issued to date and will be required to sign for all documents, acknowledging receipt. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted, and each bidder must confirm for itself that it has received all addenda. All addenda so issued shall become part of the Contract Documents.

10. Bid Opening Procedure

The following list of requirements shall be met by each filed bid.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security shall be included with the bid.

The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.

All bidders shall include with their bids written acknowledgment of receipt of all addenda. Refer to acknowledgment form provided in Section 00410, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

11. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00410, FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each FORM OF GENERAL BID submitted in accordance with the terms and conditions set forth herein and as set forth in Section 00410, FORM OF GENERAL BID.

12. Statutes Regulating Competitive Bidding

Any bid, which does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M as amended, need not be accepted and the OWNER may reject every such bid.

13. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the OWNER may waive such omissions, conditions or irregularities.

14. Ability and Experience of Bidder

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 or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

The OWNER may make such investigations as it deems necessary, and the bidder shall furnish to the OWNER, under oath if so required, all such information and data for this purpose as the OWNER may request.

15. Conditions of Work

Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of its contract. Insofar as possible the CONTRACTOR, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

16. Security for Faithful Performance

Simultaneously with its delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract as specified in Section 00700, GENERAL CONDITIONS included herein, each in the amount of 100 percent of its bid. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the OWNER. The bonds shall remain in force for one year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

17. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. Laws and Regulations

Applicable provisions of Massachusetts General Laws and Regulations and/or the United

States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where a conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, 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 out in full.

Attention is directed to Section 00830 STATE REGULATIONS and to other applicable sections of this specification. In the event of any conflict between provisions of law or regulation quoted or paraphrased in the Contract Documents, the actual provisions of law or regulation shall control.

19. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon its failure or refusal to execute and deliver the Contract, Bonds and Certificates of Insurance required within 10 days after receipt of notice of the acceptance of the bid, shall, except as otherwise provided by applicable law, forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bonafide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, its bid deposit will be returned.

20. Indeterminate Items and Estimated Quantities

The work to be done under this Contract has been divided into parts or items, if applicable, to enable each bidder to bid on different portions of the work in accordance with its estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00410, FORM OF GENERAL BID.

21. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning CONTRACTOR records. This section has been reprinted in Section 00830, STATE REGULATIONS.

22. Bidder Certification – OSHA Training

All employees who work on Massachusetts public works construction sites, on projects estimated to cost more than \$10,000, must have no less than ten (10) hours of OSHA-approved safety and health training.

The Massachusetts Attorney General is authorized to restrain award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.

Noncompliance with this law will disqualify contractors from bidding on public contracts.

23. Prevailing Wage Rates

Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

The Contractor is responsible for requesting up to date wage rates from the Owner prior to the one-year anniversary of the notice to proceed of this contract. The Owner shall obtain updated wage rates from the Director and provide them to the Contractor upon said request.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between the Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.

Federal Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project.

24. Price Adjustments

This Contract is subject to the provisions for material price adjustments in accordance with Chapter 30, Section 38A of the Massachusetts General Laws.

END OF SECTION

SECTION 00320

SUBSURFACE DATA

PART I - GENERAL

1.01 SCOPE:

- A. A subsurface exploration program consisting of borings has been performed, with reasonable care. The results of the exploration program, appended hereto, are a part of the Contract Documents.

If Contractors deem the subsurface information insufficient, they may, after obtaining Owner's permission, carry out additional subsurface explorations, at no expense to the Owner.

- B. Subsurface information provided in the Contract Documents is limited by the methods used for obtaining and expressing such data, and is subject to various interpretations. The terms used to describe soils, rock, groundwater and such other conditions are subject to local usage and individual interpretation.
- C. Borings have been drilled substantially at the locations indicated on the drawings and advanced to the depths shown on the logs. Soil information presented in the boring logs, as to classification, gradation, properties, density and consistency, is based on visual observation of recovered samples. Groundwater levels reported on the boring logs are those measured in the field at the particular location and at the time measurements were made, and do not necessarily represent permanent groundwater elevations. Groundwater elevations may be affected by temperature, rainfall, tidal fluctuation, and other factors that may not have been present at the time the measurements were made. The Contractors should be aware that groundwater level fluctuations may affect methods of construction.
- D. Subsurface exploration, soil and rock data are for the general information of the Contractors. The Contractors are obligated to examine the site, review boring and test pit logs, all available information and records of explorations, investigations and other pertinent data for the site, and then based upon their own interpretations and investigations decide the character of material to be encountered and excavated, the suitability of the materials to be used for backfilling and such other purposes, the groundwater conditions, difficulties or obstacles likely to be encountered, and other conditions affecting the work. The subsurface data is accurate only at the particular locations and times the subsurface explorations were made. No other warranty either expressed or implied by the Owner, Engineer or their agents is made as to the accuracy

of the subsurface information and data shown on the drawings or presented in the Contract Documents.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

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Client: Weston & Sampson				SEABOARD DRILLING, INC. 649 Meadow St., Chicopee, MA 01013		Test Boring/ Monitor Well ID: B-1	
Location: Wheelock Street						Sheet No. 1 of 1	
Project: Erving, Ma				DRILLING/SOIL LOG		Start: 5/22/2020	
Contractor: Seaboard Drilling, Inc.						Finish: 5/22/2020	
	Casing		Core Barrel	Hammer (Weight-lb./fall-30")		Driller: Mike Glynn	
Type	HSA	SS	N/A	140/30 300/24			
O.D. Inch	8-1/2"			Rig Type: Mobile B-53			
I.D. Inch	4-1/4"						
Depth (ft.) Range	Blows	Sample No.	Recovery	FIELD CLASSIFICATIONS AND REMARKS			
1-3'	6-4-2-2	S-1	16"	Brown fine to coarse SAND, trace Gravel, trace Silt			
5-7'	21-13-12-9	S-2	14"	Brown fine SAND, some Gravel (wet @ 5')			
10-12'	4-37-20-19	S-3	12"	Brown fine to coarse SAND, some Silt , some Gravel			
				End of Boring 12-0'			
SAMPLE PENETRATION RESISTANCE - 140 lb. Wt. Falling 30" on 2" O.D. sampler							
Density (# Hammer Blows)		Cohesive Consistence (# Hammer Blows)				PROPORTIONS	
0-4	Very Loose	0-2	Very Soft	3-4	Soft	Trace	0 to 10%
5-9	Loose	5-8	Medium-Stiff	9-15	Stiff	Little	10 to 20%
10-29	Medium-Dense	16-30	Very Stiff	31+	Hard	Some	20 to 35%
30-49	Dense					and	30 to 50%
50+	Very Dense						

Client: Weston & Sampson				SEABOARD DRILLING, INC. 649 Meadow St., Chicopee, MA 01013		Test Boring/ Monitor Well ID: B-2	
Location: Wheelock Street						DRILLING/SOIL LOG	
Project: Erving, Ma				Hammer (Weight-lb./fall-30") 140/30 300/24		Start: 5/22/2020	
Contractor: Seaboard Drilling, Inc.						Finish: 5/22/2020	
	Casing		Core Barrel	Rig Type: Mobile B-53		Driller: Mike Glynn	
Type	HSA	SS	N/A				
O.D. Inch	8-1/2"						
I.D. Inch	4-1/4"						
Depth (ft.) Range	Blows	Sample No.	Recovery	FIELD CLASSIFICATIONS AND REMARKS			
1-3'	2-1-1-2	S-1	12"	Brown fine to coarse SAND, little Gravel, little Silt, trace organics			
5-7'	7-15-11-8	S-2	10"	Brown fine to coarse SAND, some Gravel , little Silt (wet @ 5')			
10-12'	14-9-50/5"	S-3	12"	Brown fine SAND, and Silt , some Gravel			
				End of Boring 12-0'			
SAMPLE PENETRATION RESISTANCE - 140 lb. Wt. Falling 30" on 2" O.D. sampler							
Density (# Hammer Blows)		Cohesive Consistence (# Hammer Blows)				PROPORTIONS	
0-4	Very Loose	0-2	Very Soft	3-4	Soft	Trace	0 to 10%
5-9	Loose	5-8	Medium-Stiff	9-15	Stiff	Little	10 to 20%
10-29	Medium-Dense	16-30	Very Stiff	31+	Hard	Some	20 to 35%
30-49	Dense					and	30 to 50%
50+	Very Dense						

Client: Weston & Sampson			SEABOARD DRILLING, INC. 649 Meadow St., Chicopee, MA 01013			Test Boring/ Monitor Well ID: B-3	
Location: Wheelock Street						DRILLING/SOIL LOG	
Project: Erving, Ma			Hammer (Weight-lb./fall-30") 140/30 300/24			Start: 5/22/2020	
Contractor: Seaboard Drilling, Inc.						Rig Type: Mobile B-53	
Type	Casing HSA	SS	Core Barrel N/A			Driller: Mike Glynn	
O.D. Inch	8-1/2"						
I.D. Inch	4-1/4"						
Depth (ft.) Range	Blows	Sample No.	Recovery	FIELD CLASSIFICATIONS AND REMARKS			
0-2'	10-6-7-4	S-1	17"	Brown fine SAND, some Gravel, little Silt			
5-7'	7-27-24-12	S-2	14"	Brown fine SAND, some Gravel, some Silt (wet @ 4')			
10-12'	7-10-16-16	S-3	18"	Brown fine SAND and Gravel, some Silt			
				End of Boring 12-0'			
SAMPLE PENETRATION RESISTANCE - 140 lb. Wt. Falling 30" on 2" O.D. sampler							
Density (# Hammer Blows)		Cohesive Consistence (# Hammer Blows)				PROPORTIONS	
0-4	Very Loose	0-2	Very Soft	3-4	Soft	Trace	0 to 10%
5-9	Loose	5-8	Medium-Stiff	9-15	Stiff	Little	10 to 20%
10-29	Medium-Dense	16-30	Very Stiff	31+	Hard	Some	20 to 35%
30-49	Dense					and	30 to 50%
50+	Very Dense						

Client: Weston & Sampson				SEABOARD DRILLING, INC. 649 Meadow St., Chicopee, MA 01013		Test Boring/ Monitor Well ID: B-4	
Location: Wheelock Street						Sheet No. 1 of 1	
Project: Erving, Ma				DRILLING/SOIL LOG		Start: 5/22/2020	
Contractor: Seaboard Drilling, Inc.						Finish: 5/22/2020	
	Casing		Core Barrel	Hammer (Weight-lb./fall-30")		Driller: Mike Glynn	
Type	HSA	SS	N/A	140/30 300/24			
O.D. Inch	8-1/2"			Rig Type: Mobile B-53			
I.D. Inch	4-1/4"						
Depth (ft.) Range	Blows	Sample No.	Recovery	FIELD CLASSIFICATIONS AND REMARKS			
0-2'	10-7-5-4	S-1	12:"	Brown fine to coarse SAND, and Gravel, trace Silt			
5-7'	15-17-25-44	S-2	21"	Brown fine SAND, little Gravel, some Silt (wet @ 2')			
10-12'	4-26-34-22	S-3	17"	Brown fine SAND, some Gravel, some Silt, trace med to coarse Sand			
				End of Boring 12-0'			
SAMPLE PENETRATION RESISTANCE - 140 lb. Wt. Falling 30" on 2" O.D. sampler							
Density (# Hammer Blows)		Cohesive Consistence (# Hammer Blows)				PROPORTIONS	
0-4	Very Loose	0-2	Very Soft	3-4	Soft	Trace	0 to 10%
5-9	Loose	5-8	Medium-Stiff	9-15	Stiff	Little	10 to 20%
10-29	Medium-Dense	16-30	Very Stiff	31+	Hard	Some	20 to 35%
30-49	Dense					and	30 to 50%
50+	Very Dense						

SECTION 00410
FORM OF GENERAL BID

Proposal of _____ (hereinafter called "Bidder")*

a corporation, organized and existing under the laws of the State of _____

a joint venture

a limited liability company

a partnership

an individual doing business as _____

*Insert corporation, partnership, joint venture, limited liability company, or individual as applicable.

To the Town of Erving, Massachusetts (hereinafter called the Owner).

All:

The undersigned Bidder, in compliance with your invitation for bids for the construction of WHEELLOCK STREET CULVERT IMPROVEMENTS PROJECT having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to construct the project in accordance with the contract documents, as prepared by Weston & Sampson Engineers, Inc., within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within 120 calendar days from the start date in the "Notice To Proceed". The Bidder further agrees to pay as liquidated damages the sum of \$1,000 for each consecutive calendar day thereafter during which the work has not been

fully completed, as provided in the "Liquidated Damages" provisions of Section 00800 SUPPLEMENTARY CONDITIONS.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

The Bidder acknowledges to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of its bid.

Lumps sum or unit prices for items included in Alternate 1 shall be equal to the lump sum or unit prices included in the Base Bid with the exception of headwalls and wingwalls, water bypass, and mobilization.

The Bidder agrees to perform the work described in the specifications and shown on the plans for the following lump sum or unit prices:

Item No.	Brief Description, Unit or Lump Sum Price (In Both Words and Figures)	Wheelock Street Culvert Improvements Project	
		Estimated Quantity, Unit	Total in Figures
BASE BID - CULVERT 160			
1 DRAINAGE CULVERT AND PIPE COMPLETE IN PLACE			
1a.	3.0'W X 4.5'H precast concrete box culvert		
		27 LF	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
	<i>Unit Price in Figures</i>		
2 HEADWALLS AND WINGWALLS COMPLETE IN PLACE			
2a.	Precast concrete headwalls, wingwalls and chain link fence, lump sum		
		1 LS	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
3 ROCK EXCAVATION AND DISPOSAL			
3a.	Rock excavation and disposal, per cubic yard		
		5 CY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
4 MISCELLANEOUS EARTHWORK			
4a.	Changes in earthwork, per cubic yard		
		15 CY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
4b.	Unsuitable material, per cubic yard		
		15 CY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
4c.	Test pits, per cubic yard		
		10 CY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		

*Indeterminate quantity assumed for bid comparison only

Item No.	Brief Description, Unit or Lump Sum Price (In Both Words and Figures)	Wheelock Street Culvert Improvements Project	
		Estimated Quantity, Unit	Total in Figures
4d.	Additional crushed stone, per cubic yard		
		25 CY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
5 WATER BYPASS			
5a.	Water bypass, lump sum		
		1 LS	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
6 SURFACE RESTORATION			
6a.	Loaming and seeding, per square yard		
		125 SY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
6b.	Stone scour hole, per square yard		
		20 SY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
6c.	Slope stabilization, per square yard		
		20 SY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
6d.	Wetlands Replication, per square foot		
		1,100 SF	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
7 ENVIRONMENTAL PROTECTION			
7a.	Temporary silt fence, per linear foot		
		25 LF	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		

*Indeterminate quantity assumed for bid comparison only

Item No.	Brief Description, Unit or Lump Sum Price (In Both Words and Figures)	Wheelock Street Culvert Improvements Project	
		Estimated Quantity, Unit	Total in Figures
7b.	Straw wattle, per linear foot		
		125 LF	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
9c.	Calcium chloride for dust protection, per pound		
		230 LB	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
8	PAVEMENT REPLACEMENT		
8a.	Temporary trench pavement, per linear foot		
		30 LF	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
8b.	Milling, per square yard		
		20 SY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
8c.	Road reconstruction, per square yard		
		150 SY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
8d.	Binder course pavement, per ton		
		30 TON	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
8e.	Top course pavement, per ton		
		20 TON	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		

*Indeterminate quantity assumed for bid comparison only

Item No.	Brief Description, Unit or Lump Sum Price (In Both Words and Figures)	Wheelock Street Culvert Improvements Project	
		Estimated Quantity, Unit	Total in Figures
8f.	Additional pavement, per ton		
		10 TON	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
9 TREE REMOVAL			
9a.	Remove tree, per each		
		3 EA	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
10 GUARD RAIL			
10a.	Guard rail, per linear foot		
		80 LF	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
11 TRAFFIC CONTROL			
11a.	Uniformed officers for traffic control, per hour		
		40 HR	\$2,600.00
	Sixty five dollars and zero cents <i>Unit price, Dollars and cents (words)</i>		
	\$65.00 <i>Unit Price in Figures</i>		
12 MOBILIZATION			
12a.	Mobilization (not more than 5% of the total of items 1a through 11a), lump sum		
		LS	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		

*Indeterminate quantity assumed for bid comparison only

Item No.	Brief Description, Unit or Lump Sum Price (In Both Words and Figures)	Wheelock Street Culvert Improvements Project	
		Estimated Quantity, Unit	Total in Figures
ALTERNATE 1 - CULVERT 161			
13 DRAINAGE CULVERT AND PIPE COMPLETE IN PLACE			
13a.	15-inch class IV RC pipe		
		65 LF	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
	<i>Unit Price in Figures</i>		
14 HEADWALLS AND WINGWALLS COMPLETE IN PLACE			
14a.	Precast concrete headwalls, wingwalls and chainlink fence, lump sum		
		1 EA	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
15 ROCK EXCAVATION AND DISPOSAL			
15a.	Rock excavation and disposal, per cubic yard		
		5 CY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
16 MISCELLANEOUS EARTHWORK			
16a.	Changes in earthwork, per cubic yard		
		15 CY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
16b.	Unsuitable material, per cubic yard		
		15 CY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
16c.	Test pits, per cubic yard		
		10 CY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		

*Indeterminate quantity assumed for bid comparison only

Item No.	Brief Description, Unit or Lump Sum Price (In Both Words and Figures)	Wheelock Street Culvert Improvements Project	
		Estimated Quantity, Unit	Total in Figures
16d.	Additional crushed stone, per cubic yard		
		25 CY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
17 WATER BYPASS			
17a.	Water bypass, lump sum		
		1 LS	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
18 SURFACE RESTORATION			
18a.	Loaming and seeding, per square yard		
		420 SY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
18b.	Stone scour hole, per square yard		
		20 SY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
18c.	Slope stabilization, per square yard		
		20 SY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
18d.	Grassed swale, per linear foot		
		70 LF	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
18e.	Wetlands replication, per square yard		
		110 SY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		

*Indeterminate quantity assumed for bid comparison only

Item No.	Brief Description, Unit or Lump Sum Price (In Both Words and Figures)	Wheelock Street Culvert Improvements Project	
		Estimated Quantity, Unit	Total in Figures
19 ENVIRONMENTAL PROTECTION			
19a. Temporary silt fence, per linear foot			
		35 LF	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
19b. Straw wattle, per linear foot			
		650 LF	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
19c. Calcium chloride for dust protection, per pound			
		1,070 LB	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
20 PAVEMENT REPLACEMENT			
20a. Temporary trench pavement, per linear foot			
		30 LF	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
20b. Road reconstruction, per square yard			
		710 SY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
20c. Binder course pavement, per ton			
		110 TON	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		
20d. Top course pavement, per ton			
		70 TON	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$		
	<i>Unit Price in Figures</i>		

*Indeterminate quantity assumed for bid comparison only

Item No.	Brief Description, Unit or Lump Sum Price (In Both Words and Figures)	Wheelock Street Culvert Improvements Project	
		Estimated Quantity, Unit	Total in Figures
20e	Additional pavement, per ton		
		20 TON	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
20f.	Driveway apron, per square yard		
		10 SY	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
21 GUARD RAIL			
21a.	Guard rail, per linear foot		
		80 LF	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		
22 TRAFFIC CONTROL			
22a.	Uniformed officers for traffic control, per hour		
	Sixty five dollars and zero cents	40 HR	\$2,600.00
	<i>Unit price, Dollars and cents (words)</i>		
	\$65.00 <i>Unit Price in Figures</i>		
23 MOBILIZATION			
23a.	Mobilization (not more than 5% of the total of items 13a through 22a), lump sum		
		LS	\$
	<i>Unit price, Dollars and cents (words)</i>		
	\$ <i>Unit Price in Figures</i>		

*Indeterminate quantity assumed for bid comparison only

Item No.	Brief Description, Unit or Lump Sum Price (In Both Words and Figures)	Wheelock Street Culvert Improvements Project	
		Estimated Quantity, Unit	Total in Figures
The proposed contract price for Base Bid, Items 1a thru 12a, is:			
		<i>Total Bid in Figures</i>	
		<i>Total Bid, Dollars and Cents (words)</i>	
The proposed contract price for Alternate 1, Items 13a thru 23a, is:			
		<i>Total Bid in Figures</i>	
		<i>Total Bid, Dollars and Cents (words)</i>	
The proposed contract price for Base Bid plus Alternate 1, Items 1a thru 23a, is:			
		<i>Total Bid in Figures</i>	
		<i>Total Bid, Dollars and Cents (words)</i>	

*Indeterminate quantity assumed for bid comparison only

All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In case of discrepancy between the prices written in words and those written in figures, the amount shown in words shall govern. In the event there is a discrepancy between the unit prices and the total sum of all of the items (the computed contract price), the unit prices shall govern.

The above unit prices shall include all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 30, Section 39M, as amended.

The contract will be awarded to the lowest responsible and eligible bidder.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal agreement attached in Section 00520 CONSTRUCTION CONTRACT and provide the requisite payment and performance bonds and certificates of insurance.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00200 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract prices in accordance with

Section 00520 CONSTRUCTION CONTRACT, Section 00610 PERFORMANCE BOND, Section 00615 PAYMENT BOND, and as stipulated in Section 00700 GENERAL CONDITIONS of these specifications.

The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for _____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows:

(Attach supplementary list if necessary)

3. The Bidder shall state below what work of a similar character to that included in the proposed contract it has done, and give references that will enable the Owner to judge its experience, skill and business standing (add supplementary page if necessary).

	Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
a.						
b.						
c.						
d.						
e.						
f.						

Pursuant to M.G.L. CH. 62C, Sec 49A, the undersigned Bidder certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned Bidder hereby certifies it will comply with the specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Disadvantaged Business Enterprise provisions as required under these contract provisions. The contractor receiving the award of the contract shall incorporate the EEO/AA provisions of this contract into all subcontracts and purchase orders so that such provisions will be binding upon each subcontractor or vendor.

The undersigned Bidder hereby certifies that (1) it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and 3) 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 10 hours in duration.

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.

The undersigned Bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of

the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Respectfully submitted:

Date _____

By _____

(Signature)

(Name - Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

SECTION 00520

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between the Town of Erving, Massachusetts, hereinafter called "OWNER," and _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

WHEELOCK STREET CULVERT IMPROVEMENTS PROJECT

hereinafter called the project, for the sum of _____ Dollars and _____ Cents (\$ _____) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00410, FORM OF GENERAL BID, Section 00700, GENERAL CONDITIONS, Section 00800, SUPPLEMENTARY CONDITIONS, Section 00830, STATE REGULATIONS, the plans, which include all maps, plates, drawings, blue prints, and the specifications and all other contract documents therefor as prepared by Weston & Sampson Engineers, Inc., including all bid documents.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the OWNER to the CONTRACTOR and to fully complete the project within 90 consecutive days of the start date fixed in the Notice to Proceed. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$1,250 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the Liquidated Damages provisions of Section 00800 SUPPLEMENTARY CONDITIONS.

*Strike out inapplicable terms.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, ancestry, or age; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, ancestry, age, or handicapped status.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

Subject to G.L. c.30, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00700, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00700, GENERAL CONDITIONS and Section 00800, SUPPLEMENTARY CONDITIONS

In accordance with the requirements of G.L. c.149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit, to the awarding authority on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees, in addition to any other remedies available to the awarding authority, to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

The Agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be _____ percent.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

_____, Massachusetts
(Owner)

By _____

(Name)

(Title)

(Contractor)

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____
(Owner's Counsel)

(Name)

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

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified and acting Secretary of
(Secretary of Corporation)
_____ and I further certify that a meeting of the Directors of said company,
(Name of Corporation)
duly called and held on _____, at which all members were present and voting, the
(Date of Meeting)
following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Name of the General Contractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. If applicable, will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Contractor Date

Printed name of authorized representative of Contractor

Contractor's Certification (Continued)

CERTIFICATE OF NON-COLLUSION

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

Signature _____

Date _____

Print Name & Title

Company Name

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I

_____, authorized signatory for _____

Name of individual

Name of contractor

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

LABOR HARMONY AND OSHA TRAINING REQUIREMENTS

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 at the work ***and*** that all employees to be employed at the worksite and in the work will have completed an OSHA-approved construction safety and health course lasting at least ten (10) hours.

Signature _____

Date _____

Print Name & Title

Company Name

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

Name of the Subcontractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and _____

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. If applicable, will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Subcontractor

Date

Printed name of authorized representative of Subcontractor

NOTICE OF AWARD

To: _____

From: Town of Erving, MA

Date: _____

Subject: Award of Contract / Project

Project Description: Wheelock Street Culvert Improvements Project

The Town of Erving has considered the BID submitted by you for the above-described work in response to its Invitation to Bid dated _____, and Instruction to Bidders.

You are hereby notified that your BID has been accepted; labor and materials in the amount of \$ _____.

Please be informed that the General Contract, all filed Sub Contractors *MUST* attend the Preconstruction Conference.

You are required by the Information to Bidders to supply the Town of Erving with the following information to be forwarded **PRIOR to submission of signed Agreement:**

1. Names, addresses, and Federal I.D. #s (Form W-9) for any subcontractors that will be working with you on this project.
2. All Sub Contractor agreements, Insurance Certificates, licenses and EEO forms (Certifications of Bidder Regarding Equal Opportunity Employment, Assurance of Compliance, and Debarment Certification must be submitted prior to the Notice to Proceed.
3. A 100% PAYMENT BOND AND A 100% PERFORMANCE BOND to the Town of Erving has to be submitted prior to the submission of the executed formal contract.
4. Certificates of Insurance as required by paragraph 29 of the General Conditions of the Owner/Contractor Agreement from you.
5. General Contractor's Form W-9; Request for Taxpayer Identification Number and Certification.
6. Copies of all licenses required for the general contractor.

The numbers of the applicable wage decisions, which were part of the bid documents and will be contained in the contract, are Erving Revised _____ (State) and General Decision No. _____ (Federal).

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Town of Erving.

Dated this _____ day of _____ 2023.

TOWN OF ERVING

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this the _____ day of _____ 2023.

Signed: _____

Title: _____

NOTICE TO PROCEED

To: _____ DATE: _____

PROJECT: Wheel Street Culvert

Improvements Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2023, on or before _____, 2023, and you are to complete the work by _____, 2023.

TOWN OF ERVING, MASSACHUSETTS

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

(CONTRACTOR) _____

This, the _____ day of _____, 2023.

By: _____

Title: _____

Date

END OF SECTION

P:\MA\Erving, MA\ENG20-0442 Wheelock St Culverts\4 Working Documents\4.2 Specifications\Div 0\00520 Agreement.docx

SECTION 00610

PERFORMANCE BOND

KNOW EVERYONE BY THESE PRESENTS: That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, LLC or Individual)
_____ of _____, State of _____
(Surety) (City)

hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Erving, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars and _____ Cents(\$ _____) 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 and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has entered into a certain contract with the Owner (the "Contract"), dated the _____ day of _____, 20____, which Contract is by reference made a part hereof, for the construction described as follows:

WHEELOCK STREET CULVERT IMPROVEMENTS PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the 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 if it shall satisfy all claims and demands incurred under the 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, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Contract or any provision thereof, or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Contract to declare a Contractor Default or to invoke its rights under this Bond, and Contractor hereby agrees not to assert any claims against Surety under any indemnity or similar agreements on the grounds that Surety has interfered with the Contract by fulfilling its obligations hereunder in the absence of a termination of said Contract.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of following steps: (1) arrange for the Principal to perform and complete the work of the Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall reasonably decide, for all costs and expenses

incurred by the Owner in performing and completing the work of the Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Contract; (2) additional design, professional services, and legal costs, including attorney's fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligations of the Principal, if any, as provided in the Contract; and (5) liquidated damages as provided in the Contract, or if no such damages are specified, actual damages and consequential damages resulting from the Contractor Default or any default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The 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 of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The Surety providing the Bond shall have a rating of A or better within Best's Key Rating Guide.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____	_____
Principal	Witness as to Principal Signature
By _____	_____
Signature	Name and Title
_____	_____
Name and Title	Address
_____	_____
Address	City and State

City and State	(SEAL)

ATTEST:

_____	_____
Surety	Witness as to Surety Signature
By _____	_____
Attorney-in-Fact Signature	Name and Title
_____	_____
Name and Title	Address
_____	_____
Address	City and State

City and State	(SEAL)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

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SECTION 00615

PAYMENT BOND

KNOW EVERYONE BY THESE PRESENTS: That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, Limited Liability Company, or Individual)
_____ of _____, State of _____
(Surety) (City) (State)

hereinafter called "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts are held and firmly bound to the Town of Erving, Massachusetts, hereinafter called "Owner," in the penal sum of _____ Dollars and _____ Cents (\$ _____) 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 and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal has entered into a certain contract with the Owner (the "Contract"), dated the _____ day of _____, 20____, which Contract is by reference made a part hereof, for the construction described as follows:

WHEELOCK STREET CULVERT IMPROVEMENTS PROJECT

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, 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 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 of any such change, extension of time, alteration or addition to the terms of this Contract or to the work or to the specifications. The Surety Company providing the bond shall have a rating of A or better within the Best Key Rating Guide.

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.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____ Principal	_____ Witness as to Principal Signature
By _____ Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	 (SEAL)

ATTEST:

_____ Surety	_____ Witness as to Surety Signature
By _____ Attorney-in-Fact Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	 (SEAL)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS

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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 Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice 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.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *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, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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 a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* 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 information in the Contract Documents and with the design concept of the 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 Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. 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 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), 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;
 - 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.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- 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 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will 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 the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer 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 part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then 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 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
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 had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers 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 its consultants, including electronic media versions, or reuse any 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 adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract 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 Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *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.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, 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 Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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.

- 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 permanent improvements are to be made 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.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all 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 directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will 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 and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then 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 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. 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 Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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;
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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) 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. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. 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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, 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 failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
 - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
 - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
 - H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
 - I. If either party does not purchase or maintain the insurance required of such party by the Contract, 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.
 - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
 - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is 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; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, 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, risks, 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 Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, 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 fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *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 maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. 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 will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) 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) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether 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
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable 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.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, 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.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *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.

7.11 *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. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, 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 such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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 at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer 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).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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.

7.15 *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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must 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 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall 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 7.16.C.
 3. 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. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.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 will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *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 is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
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;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 7.18.A will 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.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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 such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *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.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *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.

10.02 *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 10.07. 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.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, 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, will 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 Contractor under Paragraph 15.06.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 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in 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;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will 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 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety 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), 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.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of 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, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. 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.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 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:* Contractor agrees that:
 - 1. 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
 - 2. 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 for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- 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. 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- 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, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. 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, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. 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, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *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, then 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 will 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.

14.07 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 defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *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.
 - 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, 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 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, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. 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;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. 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; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- 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 preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- 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. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.04 regarding builder's risk or other property insurance.

15.05 *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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *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, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, 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, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* 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 have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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. Contractor shall pay all 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, 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.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.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 the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds 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.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 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; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 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 16.03.
- 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, 7 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

18.03 *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. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800
SUPPLEMENTARY CONDITIONS

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SECTION 00800

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 edition) 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.

ARTICLE 1. DEFINITIONS AND TERMINOLOGY

Delete the words "The individual or entity named as such in the Agreement" in 1.01.A.22 of the General Conditions, "Engineer", and insert the following in their place:

"The individual or entity duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly appointed representatives."

ARTICLE 2. PRELIMINARY MATTERS

SC-2.02

Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

"A. Owner shall furnish to Contractor 3 printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction."

SC-2.03

"Delete paragraph 2.03 A.3 of the General Conditions and replace with the following:

3. a preliminary Schedule of Values for each Lump Sum item listed in the Bid, which includes quantities and prices of items which when added together equal the Lump Sum Bid Price and subdivides the Lump Sum Bid item 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."

SC-2.05

"Delete paragraph 2.05 A.3 of the General Conditions and replace with the following.

3. Contractor's Schedule of Values for Lump Sum Items will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Lump Sum Price to the component parts of the Work associated with the Lump Sum Item."

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01

Add the following sentence at the end of Paragraph 3.01A of the General Conditions:

"...by all. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion."

SC-3.03

Delete the last phrase of paragraph 3.03 A.3 of the General Conditions starting with "had", and substitute the following:

"knew or reasonably should have known thereof."

ARTICLE 4. COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01

Add a new paragraph immediately after paragraph 4.01A of the General Conditions which is to read as follows:

"B. Notwithstanding the time limitations provided in paragraph 4.01A, the OWNER may desire to commence the Contract Times later than the sixtieth day after the bid opening. The OWNER and CONTRACTOR, upon mutual agreement, may extend the commencement of the Contract Times to any date that they elect. OWNER must obtain CONTRACTOR's approval for extending the time beyond the dates/times stated in the Contract Documents."

SC-4.03

Add a new paragraph immediately after paragraph 4.03A of the General Conditions which is to read as follows:

"B. Engineer may check the lines, elevations and reference marks set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for construction of the entire Work in accordance with the Contract Documents. Contractor shall furnish personnel to assist Engineer in checking lines and grades."

SC-4.04

Add the following paragraph after paragraph 4.04B of the General Conditions:

- "C. The Contractor's resident superintendent shall attend progress meetings at the site of the work with the Engineer and others as appropriate to review schedule status and such other pertinent subjects as may be listed on the agenda by the Engineer."

SC-4.05

Delete Article 4.05A in its entirety and replace with the following:

- "A. The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Engineer on account of any delay in the commencement or performance of any of the work or any delay or suspension of any portion of the work, whether such delay is caused by the Owner, the Engineer, or otherwise except as provided for within the prevailing statutes. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in the Contract Documents. The Contractor will under no circumstances be eligible for additional compensation on account of any delay even if an extension of time is granted by the Owner.

Add the following to the paragraph that follows 4.05E.5:

- " Accumulating the amount of time required to complete a series of additional work items or delays and adding this time to the original Contract Time will not be considered justification for an extension of time. To justify an extension of Contract Time, the Contractor must prove clearly and convincingly that the critical path for construction has been impacted by circumstances beyond the control of the Contractor and that the CPM schedule cannot be revised to eliminate the need for the requested time extension."

Add the following new paragraphs after paragraph 4.05G of the General Conditions:

"4.06 Liquidated Damages:

- A. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work. Such damages may be retained from time to time by the Owner from progress payments or any amounts owing to the Contractor, or otherwise collected.
- B. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount

of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

- C. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein as definite and certain length of times if fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the Contractor shall not be charged with liquidated damages of any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
- 1) to any preference, priority or allocation order duly issued by the Government;
 - 2) to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
 - 3) to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections C (1) and C (2) above;
- D. Provided, further, that the Contractor shall, within thirty (30) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter."

ARTICLE 5. SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03

Delete the term "Supplementary Conditions" of paragraph 5.03A of the General Conditions and replace it with "Contract Documents".

Delete the term "Supplementary Conditions" of paragraph 5.03C line 2 of the General Conditions and replace it with "Contract Documents".

SC-5.05

Delete the following words from line 3 of paragraph 5.05 F.1 of the General Conditions:

"...or was not shown or indicated with reasonable accuracy."

SC-5.06

Delete the term “Supplementary Conditions” in paragraph 5.06A of the General Conditions and replace it with “Contract Documents”.

Add the following to the first sentence of paragraph 5.06C:

“or unless Contractor caused or contributed to such Hazardous Environmental Condition.”

ARTICLE 6. BONDS AND INSURANCE

NOTICE TO CONTRACTOR:

1. Proof of Insurance coverage shall be furnished to the Owner in accordance with the schedule for submittal of Bonds and Agreements.
2. Additionally, refer to Article 2. PRELIMINARY MATTERS, Paragraph SC-2.01 B of the General Conditions.

SC-6.01

Insert these sentences following SC-6.01.A of the General Conditions:

“The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the Massachusetts Division of Insurance. The CONTRACTOR shall pay the premiums for such Bonds.”

SC-6.02

“Delete paragraph 6.02D of the General Conditions in its entirety.”

Add the following paragraph to paragraph 6.02N:

“The Contractor shall immediately stop work on the Project and shall not resume work until the Contractor provides evidence, to the Owner and Engineer, in the form of an acceptable insurance certificate, of new insurance coverage that replaces all cancelled coverage that is required for the Project.”

SC-6.03

Add the following paragraphs to SC-6.03B of the General Conditions:

- “6. If the aggregate limits of liability indicated in Contractor's insurance provided in accordance with paragraph 6.03 are not sufficient to cover all claims for damages arising from its operations under this Contract and from any other work performed by it or if the commercial general liability insurance policy of insurance does not provide that the general aggregate limits apply on a per project and per location basis, Contractor shall have the policy amended so that the aggregate limits of liability required by this Contract will be available to cover all

claims for damages due to operations under this Contract.

7. Include by endorsement that the insurer shall waive all rights of subrogation in favor of the Owner, Engineer and any other party named in the written contract against whom the insurer must agree to waive rights of subrogation.”

Insert “railroad protective liability” in line 2 of paragraph 6.03C.

Insert “except employer’s liability” after the word “insureds” in line 1 of paragraph 6.03C.1.

Add the following paragraphs after 6.03C:

- “D. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	N/A
Bodily injury by disease—aggregate	N/A
Employer’s Liability	
Each accident	\$100,000
Each employee	\$500,000
Policy limit	\$100,000
Stop-gap Liability Coverage***	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker’s compensation or commercial general liability policy with a minimum limit of:	\$

- E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees,
 2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10, CG 20 33 and CG 20 37 or insurer’s endorsement offering similar coverage. If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 or insurer’s endorsement offering similar coverage.
8. Independent Contractors Coverage.

G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

Automobile Liability: Contractor shall purchase and maintain automobile liability insurance 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. The automobile liability policy must be written on an occurrence basis.

- J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limits equivalent to those required in paragraph 6.03J after accounting for partial attribution of its limits to underlying policies, as allowed above.

- L. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$2,000,000
General Aggregate	\$2,000,000

- M. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- N. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	N/A
Aggregate	N/A

- O. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$500,000
General Aggregate	\$1,000,000

P. *Other Required Insurance:* None

Delete Article 6.04 of the General Conditions in its entirety.

SC-6.05

Amend the last sentence of paragraph 6.05A of the General Conditions by striking out the words "held by Owner or Contractor as trustee or fiduciary, or."

SC-6.07

Add the following paragraph 6.07 after paragraph 6.06 of the General Conditions:

"6.07 Owner's Objections to Contractor's Insurance Coverage

A. 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 this Article 6 on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within thirty days of the date of delivery of such certificates to Owner in accordance with paragraph 6.02D. Contractor will provide such additional information in respect of insurance provided by him as Owner may reasonably request."

ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES

SC-7.02

Delete paragraph 7.02B of the General Conditions in its entirety and replace with the following:

"B. At the site of the Work the Contractor shall employ a full-time construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who will be continued in the capacity for the particular job involved unless the representative ceases to be on the Contractor's payroll. If at any time during the Work the representative is deemed by the Engineer to be no longer acceptable, the representative shall be promptly replaced by the Contractor. All communications to the superintendent or foreman shall be as binding as if given to the Contractor."

SC-7.08

Delete the second sentence in paragraph 7.08A of the General Conditions.

SC-7.13

In line 3 of paragraph 7.13G of the General Conditions change “Supplementary Conditions” to “Contract Documents”.

SC-7.16

In paragraph 7.16C.1 of the General Conditions, delete the word “timely” from the first line.

In paragraph 7.16E.1.b of the General Conditions, delete the word “timely” from the first line.

SC-7.18

Change the phrase “negligent act or omission” to “negligent or wrongful act or omission” in line 11 of paragraph 7.18A of the General Conditions.

Add the following to the end of paragraph 7.18A of the General Conditions:

“The Contractor hereby acknowledges its obligation under the foregoing paragraph to indemnify the Engineer and Owner against judgments suffered because of the Contractor's work and to assume the cost of defending the Engineer and Owner against claims as described in the foregoing paragraph.”

ARTICLE 9. OWNER'S RESPONSIBILITIES

SC-9.02

Delete the phrase “provided Contractor makes no reasonable objection to the replacement engineer” in paragraph 9.02A of the General Conditions.

SC-9.06

Delete paragraph 9.06A of the General Conditions in its entirety.

SC-9.09

Insert the following after the first sentence of paragraph 9.09A of the General Conditions:

“However, the Owner shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”

ARTICLE 10. ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.01

Add a new paragraph 10.01B after paragraph 10.01A of the General Conditions, which is to read as follows:

"B. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the Engineer and Contractor, (2) between the Owner and a Subcontractor or Subcontractors, or (3) between any person or entities other than the Owner and Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Engineer's duties."

SC-10.02

Insert the following at the end of paragraph 10.02B of the General Conditions:

"However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto."

SC-10.03

Delete the last sentence of paragraph 10.03B.

SC-10.07

Insert the following after the first sentence of paragraph 10.07B of the General Conditions:

"However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto."

ARTICLE 13. COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

Delete Article 13 of the General Conditions in its entirety and replace with the following:

"A. The unit price of an item of Unit Price work shall be subject to reevaluation and adjustment under the following conditions:

- (1) If the total extended bid price [Estimated Quantity times the Bid Unit Price] of a particular item of Unit Price Work amounts to 5 percent or more of the Original Contract Price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of work; and
- (3) If Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 12 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed. If Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner shall be entitled to an adjustment in the unit price in an amount determined by the Engineer.

Engineer shall not be liable in connection with any determination relating to adjustments which is rendered in good faith."

ARTICLE 14. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.03

Delete the word "Prompt" at the beginning of paragraph 14.03C of the General Conditions.

SC-14.07

Revise paragraph 14.07A of the General Conditions as follows:

- A. Delete the word "seven" and replace it with the word "ten" so that it reads "after ten days' written notice to Contractor."

ARTICLE 15. PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01

Delete paragraph 15.01B.4 of the General Conditions and insert the following in its place:

- "4. Retainage with respect to progress payments will be five percent or, if stipulated, the maximum allowed by law."

Delete the word "immediate" from line 2 of subparagraph 15.01E.2 of the General Conditions.

Delete subparagraph 15.01E.3 of the General Conditions in its entirety.

SC-15.02

Delete paragraph 15.02A in its entirety and insert the following in its place:

- "A. Contractor warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than at the time of Application for Payment free and clear of all liens. Contractor shall provide written transfer of title and a certified paid invoice provided by the supplier."

SC-15.03

Delete the third sentence of paragraph 15.03C of the General conditions and replace it with the following:

"Owner shall review the preliminary certificate and make written objection to Engineer as to any provisions of the certificate or attached punch list."

In the same paragraph, delete the phrase “within 14 days after submission of the preliminary certificate to Owner” in the fourth sentence; delete the phrase “within said 14 days” in the fifth sentence.

SC-15.06

Delete from lines 5 and 6 of paragraph 15.06B of the General Conditions the phrase “within 10 days after receipt of the final Application for Payment,” in the first sentence.

SC-15.08

Delete paragraph 15.08A of the General Conditions and insert the following in its place:

“A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or 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, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions: (i) correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other work or the work of others therefrom. If Contractor does not begin the repairs within ten (10) days of receipt of written notification and promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk, loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.”

ARTICLE 16. SUSPENSION OF WORK AND TERMINATION

SC-16.02

Add a new paragraph immediately after paragraph 16.02 A.4 of the General Conditions which is to read as follows:

"5. If the Work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet, without the previous written consent of Owner, or if the contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified."

ARTICLE 18. MISCELLANEOUS

SC-18.08

Replace paragraph 18.08A with the following:

“A. The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder until thirty (30) days prior notice in writing has been given to the

Owner of the intention to assign, which notice shall state the identity and address of the prospective assignee. No assignment shall be made without the Owner's prior written consent. Such consent shall not be unreasonably withheld. In case the Contractor assigns all or any part of the moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.”

SC-18.11, 18.12, 18.13, 18.14

Add the following new paragraphs after paragraph 18.10 of the General Conditions:

“18.11 Liability

It is understood and agreed that members of the Owner or any agent or employees of the Owner signing this Agreement shall not be personally liable hereunder for any action incurred in connection with this Agreement.

18.12 State Statutes and Regulations

See Section 00830 of these Specifications for further modifications of the General Conditions due to state statutes and regulations.

18.13 Severability

If any provision of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and of such terms and conditions, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.”

END OF SECTION

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SECTION 00830

STATE STATUTES AND REGULATIONS
COMMONWEALTH OF MASSACHUSETTS

A. REVISIONS TO GENERAL CONDITIONS

1. Definitions
2. Subsurface Conditions Found Different
3. Proprietary Specifications
4. Substitutions and “Or Equals” – Contractor’s Expense
5. Subcontracting
6. Permits
7. Massachusetts Sales and Use Tax
8. Contractor Records
9. Engineer’s Decisions on Requirements of Contract Documents and Acceptability of Work
10. Change of Contract Price
11. Payments
12. Suspension of Work and Termination
13. Special Requirements for Hazardous Wastes Contracts
14. Labor Classifications and Prevailing Wage Rates
15. Contractor’s Surety

B. OTHER REGULATORY REQUIREMENTS

1. Working Hours
2. Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program
3. DEP Community Sound Level Criteria
4. OSHA 10 Hour Certification Requirements

ATTACHMENT A – Prevailing Wage Rates

ATTACHMENT B

Excerpts from Chapter 149, Chapter 30 and Chapter 82 of the Massachusetts General Law

ATTACHMENT D

Change Orders

A. REVISIONS TO GENERAL CONDITIONS:

1. Definitions

The term "Awarding Authority," as used herein, shall be considered to be synonymous with the term "Owner," described in definition 1.01 A.30.

Delete definition 1.01 A.42 entitled "Substantial Completion" in the General Conditions in its entirety and insert the following in its place:

"Substantial Completion shall be interpreted in accordance with Massachusetts General Law (MGL) c. 30, §39G or 39K as appropriate."

2. Subsurface Conditions Found Different

Add the following sentence to the end of paragraph 5.04A of the General Conditions:

"...to do so. Adjustments resulting from subsurface or latent physical conditions will be in accordance with MGL c. 30, §39N."

3. Proprietary Specifications

Revise the third sentence of Paragraph 7.05A of the General Conditions to read as follows:

“Unless the specification indicates that a proprietary item is called for, 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, and in accordance with MGL c. 30, §39M.”

4. Substitutions and “Or Equals” – Contractor’s Expense

Insert the following at the beginning of Paragraphs 7.05B and 7.06E of the General Conditions:

“Except as required by and indicated in the specifications and contract documents pursuant to MGL. c. 149, §44F,”.

5. Subcontracting

Add the following language at the end of paragraph 7.06J of the General Conditions:

", except as required otherwise by MGL c. 149, §44F, for Work governed by MGL c. 149, §44A through 44H."

6. Permits

Delete paragraph 7.09A of the General Conditions in its entirety and insert the following in its place:

"A. Unless otherwise provided for in Section 00890 PERMITS, the Awarding Authority shall be responsible for identifying and obtaining all federal, state, and local permits required by the nature and location of construction, including but not limited to railroad permits, building construction permits, and permits for street and highway cuts and openings. Contractor shall be responsible for obtaining all permits required of its equipment, work force, or particular operations (such as blasting) in the performance of the Work and not otherwise specified to be obtained by the Awarding Authority. These permit fees shall be paid by Contractor. 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."

7. Massachusetts Sales and Use Tax

Add the following paragraph after paragraph 7.10A of the General Conditions:

"B. The materials and supplies to be used by the Contractor in the Work of this Contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts. The Awarding Authority tax exemption certificate number will be furnished to the Contractor."

8. Contractor Records

Add a new paragraph immediately after paragraph 7.11C of the General Conditions, which is to read as follows:

"D. The Contractor shall comply with all applicable provisions Chapter 30, Section 39R of the Massachusetts General Laws regarding, Contractor's records."

9. Engineer's Decisions on Requirements of Contract Documents and Acceptability of Work

Add the following language at the end of paragraph 10.06A of the General Conditions:

"The Engineer's interpretation will be made in accordance with the requirements of MGL c. 30, §39P."

10. Change of Contract Price

Delete paragraphs 11.07, 13.01, 13.02 and 13.03 of the General Conditions, having to do with Change of Contract Price. Changes in contract price will be governed by the section called "Change Orders," in Attachment D, Section 00830 and Article 13 in the Supplementary Conditions.

11. Payments

Add the following paragraph after Paragraph 15.01B.4 of the General Conditions:

"5. The Contractor shall submit Weekly Payroll Records Report and Statement of Compliance verifying compliance with the Minimum Prevailing Wage Law, MGL c. 149, §26-27H. These Statements of Compliance shall be submitted as a condition of payment for work performed during the period the reports apply."

Delete paragraph 15.01C.1 of the General Conditions in its entirety and insert the following in its place:

"1. Progress Payments will be made in accordance with MGL c. 30, §39G, or §39K, as applicable."

Delete paragraph 15.01D.1 of the General Conditions in its entirety and replace it with the following:

"1. Payment shall be made in accordance with MGL c. 30, §39G, or §39K, as applicable."

Add the following new paragraph following paragraph 15.01D.1 of the General Conditions:

"2. The Contractor shall make payments to Subcontractors in accordance with the requirements of MGL c. 30, §39F."

Delete paragraph 15.06B of the General Conditions in its entirety and insert the following in its place:

"Engineer's Review of Final Application and Recommendation of Payment: If, on the basis of the Engineer's observation of the Work during construction and final inspection and, upon the Engineer's review of the final Application for Payment and accompanying documentation, the Engineer is satisfied that the Work has been completed and that the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will indicate in writing its recommendation of payment and present the Application to the Awarding Authority for payment. Thereupon the Engineer will give

written notice to the Awarding Authority and the Contractor that the Work is acceptable subject to the provisions of paragraph 15.07. Otherwise, the Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment. In such case the Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, the Awarding Authority shall in accordance with the applicable provisions of the Massachusetts General Laws, make payment to the Contractor."

Delete paragraph 15.06E of the General Conditions in its entirety and replace it with the following:

"1. Payment shall be made in accordance with MGL c. 30, §39G, or §39K, as applicable."

12. Suspension of Work and Termination

Delete paragraph 16.01A of the General Conditions in its entirety and insert the following in its place:

"A. The Awarding Authority may order, at any time and without cause, the Contractor to suspend or delay the Work in accordance with MGL c. 30, §39O."

13. Special Requirements for Hazardous Wastes Contracts

Add the following at the end of the first sentence of Paragraph 18.14 of the General Conditions:

“, and to the “Rules and Regulations for the Prevention of Accidents in Construction Operations Chapter 454 CMR (Code of Massachusetts Regulations) 10.00 et seq.”

14. Labor Classifications and Prevailing Wage Rates

Add the following paragraphs under the heading "Prevailing Wage Rates" after paragraph 18.14 of the Supplementary Conditions:

"18.15 Prevailing Wage Rates

A. Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of MGL c. 149, §26-27H apply to this project. A copy of the wage schedule is included in Attachment A of Section 00830. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the Director. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Awarding Authority of its intention to employ persons in trades or occupations

not classified in the wage determinations as soon as possible in order to allow sufficient time for the Awarding Authority to obtain approved rates for such trades or occupations.

- B. The schedule of wages referred to above are minimum rates only, and the Awarding Authority will not consider any claims for additional compensation made by Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in the Contract.
- C. The said schedule of wages shall continue to be the minimum rates to be paid during the life of this Agreement, except in the case of the duration of this Agreement exceeding one year, when the Contractor will be responsible for requesting and obtaining updated prevailing wage rates from the Owner before the one-year anniversary of the project's start date, and a legible copy of said schedule shall be kept posted in a conspicuous place at the site of the Work.
- D. Contractor and subcontractors shall submit a copy of weekly payroll records to the Awarding Authority and the Awarding Authority shall retain the records for a minimum of three years.”

15. Contractor's Surety

Add the following sentences at the end of paragraph 6.01A:

“The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the Massachusetts Division of Insurance. The Contractor shall pay the premiums for such Bonds.”

B. OTHER REGULATORY REQUIREMENTS:

1. Working Hours

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 this 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.

2. Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program.

The Contractor shall abide by the Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program, which is attached in its entirety on pages 00830 – ATT. C1.

3. DEP Community Sound Level Criteria

The Community Sound Level Criteria as established by the Commonwealth of Massachusetts' Department of Environmental Protection (DEP) must be conformed to prior to the Awarding Authority's acceptance of the structure. The following sound level criteria must be met at the construction site:

- A. The increase in the broadband noise level shall not be in excess of ten (10) dB(A) above ambient at the station boundary. The ambient level is defined as the A-weighted noise level that is exceeded ninety (90) percent of the time measured during the period in question.
- B. The primary noise source(s) shall not produce a puretone condition. Puretone is any given octave band center frequency that exceeds the two adjacent center frequencies by three (3) or more decibels.

4. OSHA 10 Hour Certification Requirements

All employees of the Contractor who work at the jobsite must have received OSHA 10 Hour safety training, and have proof, at the jobsite, of being certified by OSHA as having received the training. The Contractor must provide written proof (copy of OSHA card each employee is required to carry is preferred) of this certification for every employee with submission of the first certified payroll report for each employee.

END OF SECTION

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SECTION 00830.A
ATTACHMENT A
PREVAILING WAGE RATES

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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

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Erving

Contract Number: City/Town: ERVING

Description of Work: Base Bid:27 lf 3’W X 4.5’H precast concrete box culvert, headwalls, wingwalls and associated work.Alt 1:65 lf 15” RCP,headwalls,wingwalls and associated work.

Job Location: Wheelock Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- **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 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, the 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. The annual update requirement is not applicable to 27F “rental of equipment” contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- 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 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 a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons 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 DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must 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. For a sample payroll reporting form go to <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.
- Contractors must obtain the wage schedules from awarding authorities. 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 criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$34.38	\$9.10	\$16.19	\$0.00	\$59.67
	06/01/2023	\$35.00	\$9.10	\$16.19	\$0.00	\$60.29
	12/01/2023	\$35.63	\$9.10	\$16.19	\$0.00	\$60.92
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2022	\$33.75	\$9.35	\$14.41	\$0.00	\$57.51
	06/01/2023	\$34.37	\$9.35	\$14.41	\$0.00	\$58.13
	12/01/2023	\$35.00	\$9.35	\$14.41	\$0.00	\$58.76
	06/01/2024	\$36.20	\$9.35	\$14.41	\$0.00	\$59.96
	12/01/2024	\$37.40	\$9.35	\$14.41	\$0.00	\$61.16
	06/01/2025	\$38.65	\$9.35	\$14.41	\$0.00	\$62.41
	12/01/2025	\$39.89	\$9.35	\$14.41	\$0.00	\$63.65
	06/01/2026	\$41.19	\$9.35	\$14.41	\$0.00	\$64.95
	12/01/2026	\$42.48	\$9.35	\$14.41	\$0.00	\$66.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	12/01/2020	\$34.29	\$12.80	\$8.95	\$0.00	\$56.04
ASPHALT RAKER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$33.88	\$9.10	\$16.19	\$0.00	\$59.17
	06/01/2023	\$34.50	\$9.10	\$16.19	\$0.00	\$59.79
	12/01/2023	\$35.13	\$9.10	\$16.19	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2022	\$33.25	\$9.35	\$14.41	\$0.00	\$57.01
	06/01/2023	\$33.87	\$9.35	\$14.41	\$0.00	\$57.63
	12/01/2023	\$34.50	\$9.35	\$14.41	\$0.00	\$58.26
	06/01/2024	\$35.70	\$9.35	\$14.41	\$0.00	\$59.46
	12/01/2024	\$36.90	\$9.35	\$14.41	\$0.00	\$60.66
	06/01/2025	\$38.15	\$9.35	\$14.41	\$0.00	\$61.91
	12/01/2025	\$39.39	\$9.35	\$14.41	\$0.00	\$63.15
	06/01/2026	\$40.69	\$9.35	\$14.41	\$0.00	\$64.45
	12/01/2026	\$41.98	\$9.35	\$14.41	\$0.00	\$65.74
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$33.88	\$9.10	\$16.19	\$0.00	\$59.17
	06/01/2023	\$34.50	\$9.10	\$16.19	\$0.00	\$59.79
	12/01/2023	\$35.13	\$9.10	\$16.19	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$34.38	\$9.10	\$16.19	\$0.00	\$59.67
	06/01/2023	\$35.00	\$9.10	\$16.19	\$0.00	\$60.29
	12/01/2023	\$35.63	\$9.10	\$16.19	\$0.00	\$60.92
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2022	\$33.75	\$9.35	\$14.41	\$0.00	\$57.51
	06/01/2023	\$34.37	\$9.35	\$14.41	\$0.00	\$58.13
	12/01/2023	\$35.00	\$9.35	\$14.41	\$0.00	\$58.76
	06/01/2024	\$36.20	\$9.35	\$14.41	\$0.00	\$59.96
	12/01/2024	\$37.40	\$9.35	\$14.41	\$0.00	\$61.16
	06/01/2025	\$38.65	\$9.35	\$14.41	\$0.00	\$62.41
	12/01/2025	\$39.89	\$9.35	\$14.41	\$0.00	\$63.65
	06/01/2026	\$41.19	\$9.35	\$14.41	\$0.00	\$64.95
12/01/2026	\$42.48	\$9.35	\$14.41	\$0.00	\$66.24	
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2023	\$47.12	\$7.07	\$20.31	\$0.00	\$74.50
	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$30.63	\$7.07	\$13.22	\$0.00	\$50.92
2	65	\$30.63	\$7.07	\$13.22	\$0.00	\$50.92
3	70	\$32.98	\$7.07	\$14.23	\$0.00	\$54.28
4	75	\$35.34	\$7.07	\$15.24	\$0.00	\$57.65
5	80	\$37.70	\$7.07	\$16.25	\$0.00	\$61.02
6	85	\$40.05	\$7.07	\$17.28	\$0.00	\$64.40
7	90	\$42.41	\$7.07	\$18.28	\$0.00	\$67.76
8	95	\$44.76	\$7.07	\$19.32	\$0.00	\$71.15

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2022	\$47.56	\$11.49	\$20.37	\$0.00	\$79.42
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	02/01/2023	\$48.76	\$11.49	\$20.37	\$0.00	\$80.62
	08/01/2023	\$50.81	\$11.49	\$20.37	\$0.00	\$82.67
	02/01/2024	\$52.06	\$11.49	\$20.37	\$0.00	\$83.92
	08/01/2024	\$53.31	\$11.49	\$20.37	\$0.00	\$85.17
	02/01/2025	\$54.61	\$11.49	\$20.37	\$0.00	\$86.47
	08/01/2025	\$56.76	\$11.49	\$20.37	\$0.00	\$88.62
	02/01/2026	\$58.11	\$11.49	\$20.37	\$0.00	\$89.97
	08/01/2026	\$60.31	\$11.49	\$20.37	\$0.00	\$92.17
	02/01/2027	\$61.71	\$11.49	\$20.37	\$0.00	\$93.57

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Springfield/Pittsfield

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.78	\$11.49	\$20.37	\$0.00	\$55.64
2	60	\$28.54	\$11.49	\$20.37	\$0.00	\$60.40
3	70	\$33.29	\$11.49	\$20.37	\$0.00	\$65.15
4	80	\$38.05	\$11.49	\$20.37	\$0.00	\$69.91
5	90	\$42.80	\$11.49	\$20.37	\$0.00	\$74.66

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.38	\$11.49	\$20.37	\$0.00	\$56.24
2	60	\$29.26	\$11.49	\$20.37	\$0.00	\$61.12
3	70	\$34.13	\$11.49	\$20.37	\$0.00	\$65.99
4	80	\$39.01	\$11.49	\$20.37	\$0.00	\$70.87
5	90	\$43.88	\$11.49	\$20.37	\$0.00	\$75.74

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
ENGINEERS LOCAL 98	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2022	\$33.88	\$9.10	\$16.19	\$0.00	\$59.17
	06/01/2023	\$34.50	\$9.10	\$16.19	\$0.00	\$59.79
	12/01/2023	\$35.13	\$9.10	\$16.19	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
CARPENTER CARPENTERS -ZONE 2 (Eastern Massachusetts)	09/01/2022	\$45.18	\$8.68	\$19.97	\$0.00	\$73.83
	03/01/2023	\$45.78	\$8.68	\$19.97	\$0.00	\$74.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.59	\$8.68	\$1.73	\$0.00	\$33.00
2	60	\$27.11	\$8.68	\$1.73	\$0.00	\$37.52
3	70	\$31.63	\$8.68	\$14.78	\$0.00	\$55.09
4	75	\$33.89	\$8.68	\$14.78	\$0.00	\$57.35
5	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
6	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
7	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58
8	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.89	\$8.68	\$1.73	\$0.00	\$33.30
2	60	\$27.47	\$8.68	\$1.73	\$0.00	\$37.88
3	70	\$32.05	\$8.68	\$14.78	\$0.00	\$55.51
4	75	\$34.34	\$8.68	\$14.78	\$0.00	\$57.80
5	80	\$36.62	\$8.68	\$16.51	\$0.00	\$61.81
6	80	\$36.62	\$8.68	\$16.51	\$0.00	\$61.81
7	90	\$41.20	\$8.68	\$18.24	\$0.00	\$68.12
8	90	\$41.20	\$8.68	\$18.24	\$0.00	\$68.12

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$31.01/ 3&4 \$48.64/ 5&6 \$57.24/ 7&8 \$63.54

Apprentice to Journeyworker Ratio:1:5

CARPENTER	09/01/2022	\$39.82	\$7.16	\$18.15	\$0.00	\$65.13
CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE FRANKLIN	03/01/2023	\$40.32	\$7.16	\$18.15	\$0.00	\$65.63

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Local 336 Hampden Hampshire Franklin

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.91	\$7.16	\$1.38	\$0.00	\$28.45
2	60	\$23.89	\$7.16	\$1.38	\$0.00	\$32.43
3	70	\$27.87	\$7.16	\$13.95	\$0.00	\$48.98
4	75	\$29.87	\$7.16	\$13.95	\$0.00	\$50.98
5	80	\$31.86	\$7.16	\$15.35	\$0.00	\$54.37
6	80	\$31.86	\$7.16	\$15.35	\$0.00	\$54.37
7	90	\$35.84	\$7.16	\$16.75	\$0.00	\$59.75
8	90	\$35.84	\$7.16	\$16.75	\$0.00	\$59.75

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.16	\$7.16	\$1.38	\$0.00	\$28.70
2	60	\$24.19	\$7.16	\$1.38	\$0.00	\$32.73
3	70	\$28.22	\$7.16	\$13.95	\$0.00	\$49.33
4	75	\$30.24	\$7.16	\$13.95	\$0.00	\$51.35
5	80	\$32.26	\$7.16	\$15.35	\$0.00	\$54.77
6	80	\$32.26	\$7.16	\$15.35	\$0.00	\$54.77
7	90	\$36.29	\$7.16	\$16.75	\$0.00	\$60.20
8	90	\$36.29	\$7.16	\$16.75	\$0.00	\$60.20

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$26.70/ 3&4 \$43.29/ 5&6 \$50.73/ 7&8 \$56.17

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
CARPENTERS-ZONE 3 (Wood Frame)	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
2	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
3	65	\$15.38	\$7.21	\$0.00	\$0.00	\$22.59
4	70	\$16.56	\$7.21	\$0.00	\$0.00	\$23.77
5	75	\$17.75	\$7.21	\$3.80	\$0.00	\$28.76
6	80	\$18.93	\$7.21	\$3.80	\$0.00	\$29.94
7	85	\$20.11	\$7.21	\$3.80	\$0.00	\$31.12
8	90	\$21.29	\$7.21	\$3.80	\$0.00	\$32.30

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
2	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
3	65	\$15.70	\$7.21	\$0.00	\$0.00	\$22.91
4	70	\$16.91	\$7.21	\$0.00	\$0.00	\$24.12
5	75	\$18.12	\$7.21	\$3.80	\$0.00	\$29.13
6	80	\$19.33	\$7.21	\$3.80	\$0.00	\$30.34
7	85	\$20.54	\$7.21	\$3.80	\$0.00	\$31.55
8	90	\$21.74	\$7.21	\$3.80	\$0.00	\$32.75

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	01/01/2020	\$41.94	\$12.70	\$17.64	\$0.62	\$72.90
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Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.97	\$12.70	\$15.41	\$0.00	\$49.08
2	60	\$25.16	\$12.70	\$17.64	\$0.62	\$56.12
3	65	\$27.26	\$12.70	\$17.64	\$0.62	\$58.22
4	70	\$29.36	\$12.70	\$17.64	\$0.62	\$60.32
5	75	\$31.46	\$12.70	\$17.64	\$0.62	\$62.42
6	80	\$33.55	\$12.70	\$17.64	\$0.62	\$64.51
7	90	\$37.75	\$12.70	\$17.64	\$0.62	\$68.71

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$33.88	\$9.10	\$16.19	\$0.00	\$59.17
	06/01/2023	\$34.50	\$9.10	\$16.19	\$0.00	\$59.79
	12/01/2023	\$35.13	\$9.10	\$16.19	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$41.71	\$13.38	\$15.00	\$0.00	\$70.09
	06/01/2023	\$42.66	\$13.38	\$15.00	\$0.00	\$71.04
	12/01/2023	\$43.61	\$13.38	\$15.00	\$0.00	\$71.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$8.65	\$0.00	\$0.00	\$37.28
2	55	\$31.49	\$8.65	\$6.27	\$0.00	\$46.41
3	60	\$34.36	\$8.65	\$6.84	\$0.00	\$49.85
4	65	\$37.22	\$8.65	\$7.41	\$0.00	\$53.28
5	70	\$40.08	\$8.65	\$19.63	\$0.00	\$68.36
6	75	\$42.95	\$8.65	\$20.20	\$0.00	\$71.80
7	80	\$45.81	\$8.65	\$20.77	\$0.00	\$75.23
8	90	\$51.53	\$8.65	\$21.91	\$0.00	\$82.09

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

Apprentice - ELECTRICIAN - Local 7

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.80	\$7.50	\$0.56	\$0.00	\$26.86
2	45	\$21.15	\$7.50	\$0.63	\$0.00	\$29.28
3	50	\$23.51	\$12.50	\$7.26	\$0.00	\$43.27
4	55	\$25.86	\$12.50	\$7.33	\$0.00	\$45.69
5	65	\$30.56	\$12.50	\$9.27	\$0.00	\$52.33
6	70	\$32.91	\$12.50	\$10.54	\$0.00	\$55.95

Notes:

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

Apprentice to Journeyworker Ratio:2:3****

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2022	\$58.62	\$16.03	\$20.21	\$0.00	\$94.86
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Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.31	\$16.03	\$0.00	\$0.00	\$45.34
2	55	\$32.24	\$16.03	\$20.21	\$0.00	\$68.48
3	65	\$38.10	\$16.03	\$20.21	\$0.00	\$74.34
4	70	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
5	80	\$46.90	\$16.03	\$20.21	\$0.00	\$83.14

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2022	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2022	\$33.25	\$9.35	\$14.41	\$0.00	\$57.01
	06/01/2023	\$33.87	\$9.35	\$14.41	\$0.00	\$57.63
	12/01/2023	\$34.50	\$9.35	\$14.41	\$0.00	\$58.26
	06/01/2024	\$35.70	\$9.35	\$14.41	\$0.00	\$59.46
	12/01/2024	\$36.90	\$9.35	\$14.41	\$0.00	\$60.66
	06/01/2025	\$38.15	\$9.35	\$14.41	\$0.00	\$61.91
	12/01/2025	\$39.39	\$9.35	\$14.41	\$0.00	\$63.15
	06/01/2026	\$40.69	\$9.35	\$14.41	\$0.00	\$64.45
	12/01/2026	\$41.98	\$9.35	\$14.41	\$0.00	\$65.74

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i>	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 7</i>	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.61	\$12.47	\$14.50	\$0.00	\$49.58
2	70	\$26.38	\$12.47	\$14.50	\$0.00	\$53.35
3	80	\$30.14	\$12.47	\$14.50	\$0.00	\$57.11
4	90	\$33.91	\$12.47	\$14.50	\$0.00	\$60.88

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.18	\$12.47	\$14.50	\$0.00	\$50.15
2	70	\$27.04	\$12.47	\$14.50	\$0.00	\$54.01
3	80	\$30.90	\$12.47	\$14.50	\$0.00	\$57.87
4	90	\$34.77	\$12.47	\$14.50	\$0.00	\$61.74

Notes:

Steps 1-2 are 1000 hrs.; Steps 3-4 are 2000 hrs.

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2022	\$25.23	\$9.35	\$14.41	\$0.00	\$48.99
	06/01/2023	\$25.98	\$9.35	\$14.41	\$0.00	\$49.74
	12/01/2023	\$25.98	\$9.35	\$14.41	\$0.00	\$49.74
	06/01/2024	\$27.01	\$9.35	\$14.41	\$0.00	\$50.77
	12/01/2024	\$27.01	\$9.35	\$14.41	\$0.00	\$50.77
	06/01/2025	\$28.09	\$9.35	\$14.41	\$0.00	\$51.85
	12/01/2025	\$28.09	\$9.35	\$14.41	\$0.00	\$51.85
	06/01/2026	\$29.21	\$9.35	\$14.41	\$0.00	\$52.97
	12/01/2026	\$29.21	\$9.35	\$14.41	\$0.00	\$52.97
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE III</i>	03/01/2022	\$39.22	\$7.16	\$18.15	\$0.00	\$64.53
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.61	\$7.16	\$1.40	\$0.00	\$28.17
2	55	\$21.57	\$7.16	\$1.40	\$0.00	\$30.13
3	60	\$23.53	\$7.16	\$13.95	\$0.00	\$44.64
4	65	\$25.49	\$7.16	\$13.95	\$0.00	\$46.60
5	70	\$27.45	\$7.16	\$15.35	\$0.00	\$49.96
6	75	\$29.42	\$7.16	\$15.35	\$0.00	\$51.93
7	80	\$31.38	\$7.16	\$16.75	\$0.00	\$55.29
8	85	\$33.34	\$7.16	\$16.75	\$0.00	\$57.25

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$26.21/ 3&4 \$31.49/ 5&6 \$49.96/ 7&8 \$55.29

Apprentice to Journeyworker Ratio:1:1

FORK LIFT <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.90	\$13.38	\$15.00	\$0.00	\$66.28
	06/01/2023	\$38.85	\$13.38	\$15.00	\$0.00	\$67.23
	12/01/2023	\$39.80	\$13.38	\$15.00	\$0.00	\$68.18

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$34.45	\$13.38	\$15.00	\$0.00	\$62.83
	06/01/2023	\$35.40	\$13.38	\$15.00	\$0.00	\$63.78
	12/01/2023	\$36.35	\$13.38	\$15.00	\$0.00	\$64.73

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
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Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2023	\$41.30	\$10.64	\$17.54	\$2.05	\$71.53
	07/01/2023	\$42.55	\$10.64	\$17.54	\$2.05	\$72.78
	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 7</i>	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2023	\$41.30	\$10.64	\$17.54	\$2.05	\$71.53
	07/01/2023	\$42.55	\$10.64	\$17.54	\$2.05	\$72.78
	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2022	\$33.75	\$9.35	\$14.41	\$0.00	\$57.51
	06/01/2023	\$34.37	\$9.35	\$14.41	\$0.00	\$58.13
	12/01/2023	\$35.00	\$9.35	\$14.41	\$0.00	\$58.76
	06/01/2024	\$36.20	\$9.35	\$14.41	\$0.00	\$59.96
	12/01/2024	\$37.40	\$9.35	\$14.41	\$0.00	\$61.16
	06/01/2025	\$38.65	\$9.35	\$14.41	\$0.00	\$62.41
	12/01/2025	\$39.89	\$9.35	\$14.41	\$0.00	\$63.65
	06/01/2026	\$41.19	\$9.35	\$14.41	\$0.00	\$64.95
12/01/2026	\$42.48	\$9.35	\$14.41	\$0.00	\$66.24	
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2022	\$44.05	\$13.80	\$17.14	\$0.00	\$74.99

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Springfield

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.03	\$13.80	\$12.42	\$0.00	\$48.25
2	60	\$26.43	\$13.80	\$13.36	\$0.00	\$53.59
3	70	\$30.84	\$13.80	\$14.31	\$0.00	\$58.95
4	80	\$35.24	\$13.80	\$15.25	\$0.00	\$64.29

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)</i>	09/16/2022	\$38.06	\$8.25	\$22.70	\$0.00	\$69.01
	03/16/2023	\$38.91	\$8.25	\$22.70	\$0.00	\$69.86
	09/16/2023	\$39.81	\$8.25	\$22.70	\$0.00	\$70.76
	03/16/2024	\$40.66	\$8.25	\$22.70	\$0.00	\$71.61

Apprentice - IRONWORKER - Local 7 Springfield

Effective Date - 09/16/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.84	\$8.25	\$22.70	\$0.00	\$53.79
2	70	\$26.64	\$8.25	\$22.70	\$0.00	\$57.59
3	75	\$28.55	\$8.25	\$22.70	\$0.00	\$59.50
4	80	\$30.45	\$8.25	\$22.70	\$0.00	\$61.40
5	85	\$32.35	\$8.25	\$22.70	\$0.00	\$63.30
6	90	\$34.25	\$8.25	\$22.70	\$0.00	\$65.20

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$33.88	\$9.10	\$16.19	\$0.00	\$59.17
	06/01/2023	\$34.50	\$9.10	\$16.19	\$0.00	\$59.79
	12/01/2023	\$35.13	\$9.10	\$16.19	\$0.00	\$60.42

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$33.63	\$9.10	\$16.19	\$0.00	\$58.92
	06/01/2023	\$34.25	\$9.10	\$16.19	\$0.00	\$59.54
	12/01/2023	\$34.88	\$9.10	\$16.19	\$0.00	\$60.17

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 3 Building & Site

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.18	\$9.10	\$16.19	\$0.00	\$45.47
2	70	\$23.54	\$9.10	\$16.19	\$0.00	\$48.83
3	80	\$26.90	\$9.10	\$16.19	\$0.00	\$52.19
4	90	\$30.27	\$9.10	\$16.19	\$0.00	\$55.56

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.55	\$9.10	\$16.19	\$0.00	\$45.84
2	70	\$23.98	\$9.10	\$16.19	\$0.00	\$49.27
3	80	\$27.40	\$9.10	\$16.19	\$0.00	\$52.69
4	90	\$30.83	\$9.10	\$16.19	\$0.00	\$56.12

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2022	\$33.00	\$9.35	\$14.41	\$0.00	\$56.76
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2023	\$33.62	\$9.35	\$14.41	\$0.00	\$57.38
	12/01/2023	\$34.25	\$9.35	\$14.41	\$0.00	\$58.01
	06/01/2024	\$35.45	\$9.35	\$14.41	\$0.00	\$59.21
	12/01/2024	\$36.65	\$9.35	\$14.41	\$0.00	\$60.41
	06/01/2025	\$37.90	\$9.35	\$14.41	\$0.00	\$61.66
	12/01/2025	\$39.14	\$9.35	\$14.41	\$0.00	\$62.90
	06/01/2026	\$40.44	\$9.35	\$14.41	\$0.00	\$64.20
	12/01/2026	\$41.73	\$9.35	\$14.41	\$0.00	\$65.49

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER (Heavy & Highway) - Zone 3

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.80	\$9.35	\$14.41	\$0.00	\$43.56
2	70	\$23.10	\$9.35	\$14.41	\$0.00	\$46.86
3	80	\$26.40	\$9.35	\$14.41	\$0.00	\$50.16
4	90	\$29.70	\$9.35	\$14.41	\$0.00	\$53.46

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.17	\$9.35	\$14.41	\$0.00	\$43.93
2	70	\$23.53	\$9.35	\$14.41	\$0.00	\$47.29
3	80	\$26.90	\$9.35	\$14.41	\$0.00	\$50.66
4	90	\$30.26	\$9.35	\$14.41	\$0.00	\$54.02

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER
LABORERS - ZONE 3 (BUILDING & SITE)

12/01/2022	\$33.63	\$9.10	\$16.19	\$0.00	\$58.92
06/01/2023	\$34.25	\$9.10	\$16.19	\$0.00	\$59.54
12/01/2023	\$34.88	\$9.10	\$16.19	\$0.00	\$60.17

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER
LABORERS - ZONE 3 (BUILDING & SITE)

12/01/2022	\$33.63	\$9.10	\$16.19	\$0.00	\$58.92
06/01/2023	\$34.25	\$9.10	\$16.19	\$0.00	\$59.54
12/01/2023	\$34.88	\$9.10	\$16.19	\$0.00	\$60.17

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER
LABORERS - ZONE 3 (BUILDING & SITE)

12/01/2022	\$33.48	\$9.10	\$16.44	\$0.00	\$59.02
06/01/2023	\$34.10	\$9.10	\$16.44	\$0.00	\$59.64
12/01/2023	\$34.73	\$9.10	\$16.44	\$0.00	\$60.27

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER
LABORERS - ZONE 3 (BUILDING & SITE)

12/01/2022	\$34.63	\$9.10	\$16.19	\$0.00	\$59.92
06/01/2023	\$35.25	\$9.10	\$16.19	\$0.00	\$60.54
12/01/2023	\$35.88	\$9.10	\$16.19	\$0.00	\$61.17

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY)
LABORERS - ZONE 3 (HEAVY & HIGHWAY)

12/01/2022	\$33.25	\$9.35	\$14.41	\$0.00	\$57.01
06/01/2023	\$33.87	\$9.35	\$14.41	\$0.00	\$57.63
12/01/2023	\$34.50	\$9.35	\$14.41	\$0.00	\$58.26
06/01/2024	\$35.70	\$9.35	\$14.41	\$0.00	\$59.46
12/01/2024	\$36.90	\$9.35	\$14.41	\$0.00	\$60.66
06/01/2025	\$38.15	\$9.35	\$14.41	\$0.00	\$61.91
12/01/2025	\$39.39	\$9.35	\$14.41	\$0.00	\$63.15
06/01/2026	\$40.69	\$9.35	\$14.41	\$0.00	\$64.45
12/01/2026	\$41.98	\$9.35	\$14.41	\$0.00	\$65.74

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$33.63	\$9.10	\$16.19	\$0.00	\$58.92
	06/01/2023	\$34.25	\$9.10	\$16.19	\$0.00	\$59.54
	12/01/2023	\$34.88	\$9.10	\$16.19	\$0.00	\$60.17
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$33.63	\$9.10	\$16.19	\$0.00	\$58.92
	06/01/2023	\$34.25	\$9.10	\$16.19	\$0.00	\$59.54
	12/01/2023	\$34.88	\$9.10	\$16.19	\$0.00	\$60.17
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$33.88	\$9.10	\$16.19	\$0.00	\$59.17
	06/01/2023	\$34.50	\$9.10	\$16.19	\$0.00	\$59.79
	12/01/2023	\$35.13	\$9.10	\$16.19	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2022	\$33.25	\$9.35	\$14.41	\$0.00	\$57.01
	06/01/2023	\$33.87	\$9.35	\$14.41	\$0.00	\$57.63
	12/01/2023	\$34.50	\$9.35	\$14.41	\$0.00	\$58.26
	06/01/2024	\$35.70	\$9.35	\$14.41	\$0.00	\$59.46
	12/01/2024	\$36.90	\$9.35	\$14.41	\$0.00	\$60.66
	06/01/2025	\$38.15	\$9.35	\$14.41	\$0.00	\$61.91
	12/01/2025	\$39.39	\$9.35	\$14.41	\$0.00	\$63.15
	06/01/2026	\$40.69	\$9.35	\$14.41	\$0.00	\$64.45
	12/01/2026	\$41.98	\$9.35	\$14.41	\$0.00	\$65.74
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>	08/01/2022	\$38.77	\$11.49	\$19.53	\$0.00	\$69.79
	02/01/2023	\$39.73	\$11.49	\$19.53	\$0.00	\$70.75
	08/01/2023	\$41.37	\$11.49	\$19.53	\$0.00	\$72.39
	02/01/2024	\$42.37	\$11.49	\$19.53	\$0.00	\$73.39
	08/01/2024	\$44.05	\$11.49	\$19.53	\$0.00	\$75.07
	02/01/2025	\$45.90	\$11.49	\$19.53	\$0.00	\$76.92
	08/01/2025	\$46.81	\$11.49	\$19.53	\$0.00	\$77.83
	02/01/2026	\$47.89	\$11.49	\$19.53	\$0.00	\$78.91
	08/01/2026	\$49.65	\$11.49	\$19.53	\$0.00	\$80.67
	02/01/2027	\$50.77	\$11.49	\$19.53	\$0.00	\$81.79

Apprentice - MARBLE-TILE FINISHER-Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$11.49	\$19.53	\$0.00	\$50.41
2	60	\$23.26	\$11.49	\$19.53	\$0.00	\$54.28
3	70	\$27.14	\$11.49	\$19.53	\$0.00	\$58.16
4	80	\$31.02	\$11.49	\$19.53	\$0.00	\$62.04
5	90	\$34.89	\$11.49	\$19.53	\$0.00	\$65.91

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASON/TILE LAYER(SP/PT)SeeBrick <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>						
See "BRICK/STONE/ARTIFICIAL MASONRY(INCL.MASONRY WATERPROOFING)						
MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANIC/WELDER/BOOM TRUCK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3) <i>MILLWRIGHTS LOCAL 1121 - Zone 3</i>	01/02/2023	\$40.16	\$8.58	\$21.57	\$0.00	\$70.31

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.09	\$8.58	\$5.72	\$0.00	\$36.39
2	65	\$26.10	\$8.58	\$17.93	\$0.00	\$52.61
3	75	\$30.12	\$8.58	\$18.98	\$0.00	\$57.68
4	85	\$34.14	\$8.58	\$20.01	\$0.00	\$62.73

Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$33.88	\$9.10	\$16.19	\$0.00	\$59.17
	06/01/2023	\$34.50	\$9.10	\$16.19	\$0.00	\$59.79
	12/01/2023	\$35.13	\$9.10	\$16.19	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
OILER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$33.37	\$13.38	\$15.00	\$0.00	\$61.75
	06/01/2023	\$34.32	\$13.38	\$15.00	\$0.00	\$62.70
	12/01/2023	\$35.27	\$13.38	\$15.00	\$0.00	\$63.65
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$32.80	\$12.47	\$14.50	\$0.00	\$59.77
	06/01/2023	\$33.75	\$12.47	\$14.50	\$0.00	\$60.72
	12/01/2023	\$34.70	\$12.47	\$14.50	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$8.65	\$0.00	\$0.00	\$37.28
2	55	\$31.49	\$8.65	\$6.27	\$0.00	\$46.41
3	60	\$34.36	\$8.65	\$6.84	\$0.00	\$49.85
4	65	\$37.22	\$8.65	\$7.41	\$0.00	\$53.28
5	70	\$40.08	\$8.65	\$19.63	\$0.00	\$68.36
6	75	\$42.95	\$8.65	\$20.20	\$0.00	\$71.80
7	80	\$45.81	\$8.65	\$20.77	\$0.00	\$75.23
8	90	\$51.53	\$8.65	\$21.91	\$0.00	\$82.09

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2023	\$38.93	\$8.65	\$19.15	\$0.00	\$66.73
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3	07/01/2023	\$39.98	\$8.65	\$19.15	\$0.00	\$67.78
	01/01/2024	\$41.08	\$8.65	\$19.15	\$0.00	\$68.88
	07/01/2024	\$42.13	\$8.65	\$19.15	\$0.00	\$69.93
	01/01/2025	\$43.23	\$8.65	\$19.15	\$0.00	\$71.03

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - New

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.47	\$8.65	\$0.00	\$0.00	\$28.12
2	55	\$21.41	\$8.65	\$4.13	\$0.00	\$34.19
3	60	\$23.36	\$8.65	\$4.50	\$0.00	\$36.51
4	65	\$25.30	\$8.65	\$4.88	\$0.00	\$38.83
5	70	\$27.25	\$8.65	\$16.90	\$0.00	\$52.80
6	75	\$29.20	\$8.65	\$17.28	\$0.00	\$55.13
7	80	\$31.14	\$8.65	\$17.65	\$0.00	\$57.44
8	90	\$35.04	\$8.65	\$18.40	\$0.00	\$62.09

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.99	\$8.65	\$0.00	\$0.00	\$28.64
2	55	\$21.99	\$8.65	\$4.13	\$0.00	\$34.77
3	60	\$23.99	\$8.65	\$4.50	\$0.00	\$37.14
4	65	\$25.99	\$8.65	\$4.88	\$0.00	\$39.52
5	70	\$27.99	\$8.65	\$16.90	\$0.00	\$53.54
6	75	\$29.99	\$8.65	\$17.28	\$0.00	\$55.92
7	80	\$31.98	\$8.65	\$17.65	\$0.00	\$58.28
8	90	\$35.98	\$8.65	\$18.40	\$0.00	\$63.03

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2023	\$36.25	\$8.65	\$19.15	\$0.00	\$64.05
PAINTERS LOCAL 35 - ZONE 3	07/01/2023	\$37.30	\$8.65	\$19.15	\$0.00	\$65.10
	01/01/2024	\$38.40	\$8.65	\$19.15	\$0.00	\$66.20
	07/01/2024	\$39.45	\$8.65	\$19.15	\$0.00	\$67.25
	01/01/2025	\$40.55	\$8.65	\$19.15	\$0.00	\$68.35

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.13	\$8.65	\$0.00	\$0.00	\$26.78
2	55	\$19.94	\$8.65	\$4.13	\$0.00	\$32.72
3	60	\$21.75	\$8.65	\$4.50	\$0.00	\$34.90
4	65	\$23.56	\$8.65	\$4.88	\$0.00	\$37.09
5	70	\$25.38	\$8.65	\$16.90	\$0.00	\$50.93
6	75	\$27.19	\$8.65	\$17.28	\$0.00	\$53.12
7	80	\$29.00	\$8.65	\$17.65	\$0.00	\$55.30
8	90	\$32.63	\$8.65	\$18.40	\$0.00	\$59.68

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.65	\$8.65	\$0.00	\$0.00	\$27.30
2	55	\$20.52	\$8.65	\$4.13	\$0.00	\$33.30
3	60	\$22.38	\$8.65	\$4.50	\$0.00	\$35.53
4	65	\$24.25	\$8.65	\$4.88	\$0.00	\$37.78
5	70	\$26.11	\$8.65	\$16.90	\$0.00	\$51.66
6	75	\$27.98	\$8.65	\$17.28	\$0.00	\$53.91
7	80	\$29.84	\$8.65	\$17.65	\$0.00	\$56.14
8	90	\$33.57	\$8.65	\$18.40	\$0.00	\$60.62

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2023	\$37.53	\$8.65	\$19.15	\$0.00	\$65.33
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3	07/01/2023	\$38.58	\$8.65	\$19.15	\$0.00	\$66.38
	01/01/2024	\$39.68	\$8.65	\$19.15	\$0.00	\$67.48
	07/01/2024	\$40.73	\$8.65	\$19.15	\$0.00	\$68.53
	01/01/2025	\$41.83	\$8.65	\$19.15	\$0.00	\$69.63

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.77	\$8.65	\$0.00	\$0.00	\$27.42
2	55	\$20.64	\$8.65	\$4.13	\$0.00	\$33.42
3	60	\$22.52	\$8.65	\$4.50	\$0.00	\$35.67
4	65	\$24.39	\$8.65	\$4.88	\$0.00	\$37.92
5	70	\$26.27	\$8.65	\$16.90	\$0.00	\$51.82
6	75	\$28.15	\$8.65	\$17.28	\$0.00	\$54.08
7	80	\$30.02	\$8.65	\$17.65	\$0.00	\$56.32
8	90	\$33.78	\$8.65	\$18.40	\$0.00	\$60.83

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.29	\$8.65	\$0.00	\$0.00	\$27.94
2	55	\$21.22	\$8.65	\$4.13	\$0.00	\$34.00
3	60	\$23.15	\$8.65	\$4.50	\$0.00	\$36.30
4	65	\$25.08	\$8.65	\$4.88	\$0.00	\$38.61
5	70	\$27.01	\$8.65	\$16.90	\$0.00	\$52.56
6	75	\$28.94	\$8.65	\$17.28	\$0.00	\$54.87
7	80	\$30.86	\$8.65	\$17.65	\$0.00	\$57.16
8	90	\$34.72	\$8.65	\$18.40	\$0.00	\$61.77

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2023	\$34.85	\$8.65	\$19.15	\$0.00	\$62.65
PAINTERS LOCAL 35 - ZONE 3	07/01/2023	\$35.90	\$8.65	\$19.15	\$0.00	\$63.70
	01/01/2024	\$37.00	\$8.65	\$19.15	\$0.00	\$64.80
	07/01/2024	\$38.05	\$8.65	\$19.15	\$0.00	\$65.85
	01/01/2025	\$39.15	\$8.65	\$19.15	\$0.00	\$66.95

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.43	\$8.65	\$0.00	\$0.00	\$26.08
2	55	\$19.17	\$8.65	\$4.13	\$0.00	\$31.95
3	60	\$20.91	\$8.65	\$4.50	\$0.00	\$34.06
4	65	\$22.65	\$8.65	\$4.88	\$0.00	\$36.18
5	70	\$24.40	\$8.65	\$16.90	\$0.00	\$49.95
6	75	\$26.14	\$8.65	\$17.28	\$0.00	\$52.07
7	80	\$27.88	\$8.65	\$17.65	\$0.00	\$54.18
8	90	\$31.37	\$8.65	\$18.40	\$0.00	\$58.42

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.95	\$8.65	\$0.00	\$0.00	\$26.60
2	55	\$19.75	\$8.65	\$4.13	\$0.00	\$32.53
3	60	\$21.54	\$8.65	\$4.50	\$0.00	\$34.69
4	65	\$23.34	\$8.65	\$4.88	\$0.00	\$36.87
5	70	\$25.13	\$8.65	\$16.90	\$0.00	\$50.68
6	75	\$26.93	\$8.65	\$17.28	\$0.00	\$52.86
7	80	\$28.72	\$8.65	\$17.65	\$0.00	\$55.02
8	90	\$32.31	\$8.65	\$18.40	\$0.00	\$59.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2022	\$33.00	\$9.35	\$14.41	\$0.00	\$56.76
	06/01/2023	\$33.62	\$9.35	\$14.41	\$0.00	\$57.38
	12/01/2023	\$34.25	\$9.35	\$14.41	\$0.00	\$58.01
	06/01/2024	\$35.45	\$9.35	\$14.41	\$0.00	\$59.21
	12/01/2024	\$36.65	\$9.35	\$14.41	\$0.00	\$60.41
	06/01/2025	\$37.90	\$9.35	\$14.41	\$0.00	\$61.66
	12/01/2025	\$39.14	\$9.35	\$14.41	\$0.00	\$62.90
	06/01/2026	\$40.44	\$9.35	\$14.41	\$0.00	\$64.20
	12/01/2026	\$41.73	\$9.35	\$14.41	\$0.00	\$65.49

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
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PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
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For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
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Apprentice - PILE DRIVER - Local 56 Zone 3

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;
 (Same as set in Zone 1)
 1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$33.88	\$9.10	\$16.19	\$0.00	\$59.17
	06/01/2023	\$34.50	\$9.10	\$16.19	\$0.00	\$59.79
	12/01/2023	\$35.13	\$9.10	\$16.19	\$0.00	\$60.42

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2022	\$33.25	\$9.35	\$14.41	\$0.00	\$57.01
	06/01/2023	\$33.87	\$9.35	\$14.41	\$0.00	\$57.63
	12/01/2023	\$34.50	\$9.35	\$14.41	\$0.00	\$58.26
	06/01/2024	\$35.70	\$9.35	\$14.41	\$0.00	\$59.46
	12/01/2024	\$36.90	\$9.35	\$14.41	\$0.00	\$60.66
	06/01/2025	\$38.15	\$9.35	\$14.41	\$0.00	\$61.91
	12/01/2025	\$39.39	\$9.35	\$14.41	\$0.00	\$63.15
	06/01/2026	\$40.69	\$9.35	\$14.41	\$0.00	\$64.45
	12/01/2026	\$41.98	\$9.35	\$14.41	\$0.00	\$65.74

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER/PIPEFITTER - Local 104

Effective Date - 09/17/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.57	\$9.55	\$10.10	\$0.00	\$40.22
2	50	\$22.86	\$9.55	\$10.10	\$0.00	\$42.51
3	55	\$25.14	\$9.55	\$10.10	\$0.00	\$44.79
4	60	\$27.43	\$9.55	\$10.10	\$0.00	\$47.08
5	65	\$29.71	\$9.55	\$10.10	\$0.00	\$49.36
6	70	\$32.00	\$9.55	\$10.10	\$0.00	\$51.65
7	75	\$34.28	\$9.55	\$10.10	\$0.00	\$53.93
8	80	\$36.57	\$9.55	\$10.10	\$0.00	\$56.22
9	80	\$36.57	\$9.55	\$17.10	\$0.00	\$63.22
10	80	\$36.57	\$9.55	\$17.10	\$0.00	\$63.22

Effective Date - 03/17/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.13	\$9.55	\$10.10	\$0.00	\$40.78
2	50	\$23.48	\$9.55	\$10.10	\$0.00	\$43.13
3	55	\$25.83	\$9.55	\$10.10	\$0.00	\$45.48
4	60	\$28.18	\$9.55	\$10.10	\$0.00	\$47.83
5	65	\$30.52	\$9.55	\$10.10	\$0.00	\$50.17
6	70	\$32.87	\$9.55	\$10.10	\$0.00	\$52.52
7	75	\$35.22	\$9.55	\$10.10	\$0.00	\$54.87
8	80	\$37.57	\$9.55	\$10.10	\$0.00	\$57.22
9	80	\$37.57	\$9.55	\$17.10	\$0.00	\$64.22
10	80	\$37.57	\$9.55	\$17.10	\$0.00	\$64.22

Notes: **1:1,2:5,3:9,4:12

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 104	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2022	\$33.25	\$9.35	\$14.41	\$0.00	\$57.01
	06/01/2023	\$33.87	\$9.35	\$14.41	\$0.00	\$57.63
	12/01/2023	\$34.50	\$9.35	\$14.41	\$0.00	\$58.26
	06/01/2024	\$35.70	\$9.35	\$14.41	\$0.00	\$59.46
	12/01/2024	\$36.90	\$9.35	\$14.41	\$0.00	\$60.66
	06/01/2025	\$38.15	\$9.35	\$14.41	\$0.00	\$61.91
	12/01/2025	\$39.39	\$9.35	\$14.41	\$0.00	\$63.15
	06/01/2026	\$40.69	\$9.35	\$14.41	\$0.00	\$64.45
	12/01/2026	\$41.98	\$9.35	\$14.41	\$0.00	\$65.74

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$34.63	\$9.10	\$16.19	\$0.00	\$59.92
	06/01/2023	\$35.25	\$9.10	\$16.19	\$0.00	\$60.54
	12/01/2023	\$35.88	\$9.10	\$16.19	\$0.00	\$61.17
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2022	\$33.75	\$9.35	\$14.41	\$0.00	\$57.51
	06/01/2023	\$34.37	\$9.35	\$14.41	\$0.00	\$58.13
	12/01/2023	\$35.00	\$9.35	\$14.41	\$0.00	\$58.76
	06/01/2024	\$36.20	\$9.35	\$14.41	\$0.00	\$59.96
	12/01/2024	\$37.40	\$9.35	\$14.41	\$0.00	\$61.16
	06/01/2025	\$38.65	\$9.35	\$14.41	\$0.00	\$62.41
	12/01/2025	\$39.89	\$9.35	\$14.41	\$0.00	\$63.65
	06/01/2026	\$41.19	\$9.35	\$14.41	\$0.00	\$64.95
	12/01/2026	\$42.48	\$9.35	\$14.41	\$0.00	\$66.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 -J.G.MacLellan (Lunenburg)</i>	01/01/2023	\$25.04	\$10.77	\$8.00	\$0.00	\$43.81
	02/02/2023	\$25.29	\$10.77	\$8.00	\$0.00	\$44.06
	01/01/2024	\$25.29	\$11.17	\$0.00	\$0.00	\$36.46
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$33.88	\$9.10	\$16.19	\$0.00	\$59.17
	06/01/2023	\$34.50	\$9.10	\$16.19	\$0.00	\$59.79
	12/01/2023	\$35.13	\$9.10	\$16.19	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.07	\$13.38	\$15.00	\$0.00	\$65.45
	06/01/2023	\$38.02	\$13.38	\$15.00	\$0.00	\$66.40
	12/01/2023	\$38.97	\$13.38	\$15.00	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	07/01/2022	\$38.16	\$10.35	\$17.25	\$0.00	\$65.76
	07/01/2023	\$38.66	\$10.35	\$18.75	\$0.00	\$67.76
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 248</i>	07/01/2022	\$37.66	\$10.35	\$16.75	\$0.00	\$64.76
	07/01/2023	\$39.16	\$10.35	\$18.25	\$0.00	\$67.76

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 248

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.60	\$10.35	\$0.00	\$0.00	\$32.95
2	65	\$24.48	\$10.35	\$16.75	\$0.00	\$51.58
3	70	\$26.36	\$10.35	\$16.75	\$0.00	\$53.46
4	75	\$28.25	\$10.35	\$16.75	\$0.00	\$55.35
5	80	\$30.13	\$10.35	\$16.75	\$0.00	\$57.23
6	85	\$32.01	\$10.35	\$16.75	\$0.00	\$59.11
7	90	\$33.89	\$10.35	\$16.75	\$0.00	\$60.99
8	95	\$35.78	\$10.35	\$16.75	\$0.00	\$62.88

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.50	\$10.35	\$0.00	\$0.00	\$33.85
2	65	\$25.45	\$10.35	\$18.25	\$0.00	\$54.05
3	70	\$27.41	\$10.35	\$18.25	\$0.00	\$56.01
4	75	\$29.37	\$10.35	\$18.25	\$0.00	\$57.97
5	80	\$31.33	\$10.35	\$18.25	\$0.00	\$59.93
6	85	\$33.29	\$10.35	\$18.25	\$0.00	\$61.89
7	90	\$35.24	\$10.35	\$18.25	\$0.00	\$63.84
8	95	\$37.20	\$10.35	\$18.25	\$0.00	\$65.80

Notes:

Steps are 750 hrs.Roofeer(Tear Off)1:1; Same as above

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 248	07/01/2022	\$38.16	\$10.35	\$17.25	\$0.00	\$65.76
	07/01/2023	\$38.66	\$10.35	\$18.75	\$0.00	\$67.76

For apprentice rates see "Apprentice- ROOFER"

SCRAPER OPERATING ENGINEERS LOCAL 98	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) OPERATING ENGINEERS LOCAL 98	12/01/2022	\$37.07	\$13.38	\$15.00	\$0.00	\$65.45
	06/01/2023	\$38.02	\$13.38	\$15.00	\$0.00	\$66.40
	12/01/2023	\$38.97	\$13.38	\$15.00	\$0.00	\$67.35

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-PROPELLED POWER BROOM OPERATING ENGINEERS LOCAL 98	12/01/2022	\$34.45	\$13.38	\$15.00	\$0.00	\$62.83
	06/01/2023	\$35.40	\$13.38	\$15.00	\$0.00	\$63.78
	12/01/2023	\$36.35	\$13.38	\$15.00	\$0.00	\$64.73

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2023	\$41.30	\$10.64	\$17.54	\$2.05	\$71.53
	07/01/2023	\$42.55	\$10.64	\$17.54	\$2.05	\$72.78
	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.59	\$4.79	\$4.76	\$0.92	\$29.06
2	50	\$20.65	\$5.32	\$5.29	\$1.03	\$32.29
3	55	\$22.72	\$5.85	\$5.82	\$1.13	\$35.52
4	60	\$24.78	\$6.38	\$6.35	\$1.23	\$38.74
5	65	\$26.85	\$6.92	\$6.88	\$1.33	\$41.98
6	70	\$28.91	\$7.45	\$7.41	\$1.44	\$45.21
7	75	\$30.98	\$7.98	\$7.94	\$1.54	\$48.44
8	80	\$33.04	\$8.51	\$15.42	\$1.64	\$58.61
9	85	\$35.11	\$9.04	\$15.95	\$1.74	\$61.84
10	90	\$37.17	\$9.58	\$16.48	\$1.85	\$65.08

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.15	\$4.79	\$4.76	\$0.92	\$29.62
2	50	\$21.28	\$5.32	\$5.29	\$1.03	\$32.92
3	55	\$23.40	\$5.85	\$5.82	\$1.13	\$36.20
4	60	\$25.53	\$6.38	\$6.35	\$1.23	\$39.49
5	65	\$27.66	\$6.92	\$6.88	\$1.33	\$42.79
6	70	\$29.79	\$7.45	\$7.41	\$1.44	\$46.09
7	75	\$31.91	\$7.98	\$7.94	\$1.54	\$49.37
8	80	\$34.04	\$8.51	\$15.42	\$1.64	\$59.61
9	85	\$36.17	\$9.04	\$15.95	\$1.74	\$62.90
10	90	\$38.30	\$9.58	\$16.48	\$1.85	\$66.21

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2021	\$43.14	\$10.55	\$16.41	\$0.00	\$70.10

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.41	\$7.75	\$0.00	\$0.00	\$27.16
2	50	\$21.57	\$7.75	\$0.00	\$0.00	\$29.32
3	55	\$23.73	\$10.55	\$8.15	\$0.00	\$42.43
4	60	\$25.88	\$10.55	\$8.15	\$0.00	\$44.58
5	65	\$28.04	\$10.55	\$8.40	\$0.00	\$46.99
6	70	\$30.20	\$10.55	\$8.40	\$0.00	\$49.15
7	75	\$32.36	\$10.55	\$8.40	\$0.00	\$51.31
8	80	\$34.51	\$10.55	\$8.40	\$0.00	\$53.46
9	85	\$36.67	\$10.55	\$8.40	\$0.00	\$55.62
10	90	\$38.83	\$10.55	\$8.40	\$0.00	\$57.78

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 7	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
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Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.80	\$7.35	\$0.56	\$0.00	\$26.71
2	45	\$21.15	\$7.35	\$0.63	\$0.00	\$29.13
3	50	\$23.51	\$12.25	\$7.20	\$0.00	\$42.96
4	55	\$25.86	\$12.25	\$7.27	\$0.00	\$45.38
5	65	\$30.56	\$12.25	\$9.14	\$0.00	\$51.95
6	70	\$32.91	\$12.25	\$10.37	\$0.00	\$55.53

Notes:
Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2022	\$58.09	\$11.49	\$22.34	\$0.00	\$91.92
	02/01/2023	\$59.29	\$11.49	\$22.34	\$0.00	\$93.12
	08/01/2023	\$61.34	\$11.49	\$22.34	\$0.00	\$95.17
	02/01/2024	\$62.59	\$11.49	\$22.34	\$0.00	\$96.42
	08/01/2024	\$64.69	\$11.49	\$22.34	\$0.00	\$98.52
	02/01/2025	\$65.99	\$11.49	\$22.34	\$0.00	\$99.82
	08/01/2025	\$68.14	\$11.49	\$22.34	\$0.00	\$101.97
	02/10/2026	\$69.49	\$11.49	\$22.34	\$0.00	\$103.32
	08/01/2026	\$71.69	\$11.49	\$22.34	\$0.00	\$105.52
	02/01/2027	\$73.09	\$11.49	\$22.34	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER-Local 3 Marble/Tile (Spr/Ptt)

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.05	\$11.49	\$22.34	\$0.00	\$62.88
2	60	\$34.85	\$11.49	\$22.34	\$0.00	\$68.68
3	70	\$40.66	\$11.49	\$22.34	\$0.00	\$74.49
4	80	\$46.47	\$11.49	\$22.34	\$0.00	\$80.30
5	90	\$52.28	\$11.49	\$22.34	\$0.00	\$86.11

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.65	\$11.49	\$22.34	\$0.00	\$63.48
2	60	\$35.57	\$11.49	\$22.34	\$0.00	\$69.40
3	70	\$41.50	\$11.49	\$22.34	\$0.00	\$75.33
4	80	\$47.43	\$11.49	\$22.34	\$0.00	\$81.26
5	90	\$53.36	\$11.49	\$22.34	\$0.00	\$87.19

Notes:

Apprentice to Journeyworker Ratio:1:5

TERRAZZO MECHANIC BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2022	\$59.17	\$11.49	\$22.31	\$0.00	\$92.97
	02/01/2023	\$60.37	\$11.49	\$22.31	\$0.00	\$94.17
	08/01/2023	\$62.42	\$11.49	\$22.31	\$0.00	\$96.22
	02/01/2024	\$63.67	\$11.49	\$22.31	\$0.00	\$97.47
	08/01/2024	\$65.77	\$11.49	\$22.31	\$0.00	\$99.57
	02/01/2025	\$67.07	\$11.49	\$22.31	\$0.00	\$100.87
	08/01/2025	\$69.22	\$11.49	\$22.31	\$0.00	\$103.02
	02/01/2026	\$70.57	\$11.49	\$22.31	\$0.00	\$104.37
	08/01/2026	\$72.77	\$11.49	\$22.31	\$0.00	\$106.57
	02/01/2027	\$74.17	\$11.49	\$22.31	\$0.00	\$107.97

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO MECH - Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.59	\$11.49	\$22.31	\$0.00	\$63.39
2	60	\$35.50	\$11.49	\$22.31	\$0.00	\$69.30
3	70	\$41.42	\$11.49	\$22.31	\$0.00	\$75.22
4	80	\$47.34	\$11.49	\$22.31	\$0.00	\$81.14
5	90	\$53.25	\$11.49	\$22.31	\$0.00	\$87.05

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.19	\$11.49	\$22.31	\$0.00	\$63.99
2	60	\$36.22	\$11.49	\$22.31	\$0.00	\$70.02
3	70	\$42.26	\$11.49	\$22.31	\$0.00	\$76.06
4	80	\$48.30	\$11.49	\$22.31	\$0.00	\$82.10
5	90	\$54.33	\$11.49	\$22.31	\$0.00	\$88.13

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.07	\$13.38	\$15.00	\$0.00	\$65.45
	06/01/2023	\$38.02	\$13.38	\$15.00	\$0.00	\$66.40
	12/01/2023	\$38.97	\$13.38	\$15.00	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$54.81	\$9.35	\$18.42	\$0.00	\$82.58
	06/01/2023	\$55.81	\$9.35	\$18.42	\$0.00	\$83.58
	12/01/2023	\$57.06	\$9.35	\$18.42	\$0.00	\$84.83
	06/01/2024	\$58.54	\$9.35	\$18.42	\$0.00	\$86.31
	12/01/2024	\$60.01	\$9.35	\$18.42	\$0.00	\$87.78
	06/01/2025	\$61.51	\$9.35	\$18.42	\$0.00	\$89.28
	12/01/2025	\$63.01	\$9.35	\$18.42	\$0.00	\$90.78
	06/01/2026	\$64.56	\$9.35	\$18.42	\$0.00	\$92.33
	12/01/2026	\$66.06	\$9.35	\$18.42	\$0.00	\$93.83
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$56.81	\$9.35	\$18.42	\$0.00	\$84.58
	06/01/2023	\$57.81	\$9.35	\$18.42	\$0.00	\$85.58
	12/01/2023	\$59.06	\$9.35	\$18.42	\$0.00	\$86.83
	06/01/2024	\$60.54	\$9.35	\$18.42	\$0.00	\$88.31
	12/01/2024	\$62.01	\$9.35	\$18.42	\$0.00	\$89.78
	06/01/2025	\$63.51	\$9.35	\$18.42	\$0.00	\$91.28
	12/01/2025	\$65.01	\$9.35	\$18.42	\$0.00	\$92.78
	06/01/2026	\$66.56	\$9.35	\$18.42	\$0.00	\$94.33
	12/01/2026	\$68.06	\$9.35	\$18.42	\$0.00	\$95.83
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$46.88	\$9.35	\$18.42	\$0.00	\$74.65
	06/01/2023	\$47.88	\$9.35	\$18.42	\$0.00	\$75.65
	12/01/2023	\$49.13	\$9.35	\$18.42	\$0.00	\$76.90
	06/01/2024	\$50.61	\$9.35	\$18.42	\$0.00	\$78.38
	12/01/2024	\$52.08	\$9.35	\$18.42	\$0.00	\$79.85
	06/01/2025	\$53.58	\$9.35	\$18.42	\$0.00	\$81.35
	12/01/2025	\$55.08	\$9.35	\$18.42	\$0.00	\$82.85
	06/01/2026	\$56.63	\$9.35	\$18.42	\$0.00	\$84.40
	12/01/2026	\$58.13	\$9.35	\$18.42	\$0.00	\$85.90
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$48.88	\$9.35	\$18.42	\$0.00	\$76.65
	06/01/2023	\$49.88	\$9.35	\$18.42	\$0.00	\$77.65
	12/01/2023	\$51.13	\$9.35	\$18.42	\$0.00	\$78.90
	06/01/2024	\$52.61	\$9.35	\$18.42	\$0.00	\$80.38
	12/01/2024	\$54.08	\$9.35	\$18.42	\$0.00	\$81.85
	06/01/2025	\$55.58	\$9.35	\$18.42	\$0.00	\$83.35
	12/01/2025	\$57.08	\$9.35	\$18.42	\$0.00	\$84.85
	06/01/2026	\$58.63	\$9.35	\$18.42	\$0.00	\$86.40
	12/01/2026	\$60.13	\$9.35	\$18.42	\$0.00	\$87.90
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2022	\$33.88	\$9.10	\$16.19	\$0.00	\$59.17
	06/01/2023	\$34.50	\$9.10	\$16.19	\$0.00	\$59.79
	12/01/2023	\$35.13	\$9.10	\$16.19	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2022	\$33.25	\$9.35	\$14.41	\$0.00	\$57.01
	06/01/2023	\$33.87	\$9.35	\$14.41	\$0.00	\$57.63
	12/01/2023	\$34.50	\$9.35	\$14.41	\$0.00	\$58.26
	06/01/2024	\$35.70	\$9.35	\$14.41	\$0.00	\$59.46
	12/01/2024	\$36.90	\$9.35	\$14.41	\$0.00	\$60.66
	06/01/2025	\$38.15	\$9.35	\$14.41	\$0.00	\$61.91
	12/01/2025	\$39.39	\$9.35	\$14.41	\$0.00	\$63.15
	06/01/2026	\$40.69	\$9.35	\$14.41	\$0.00	\$64.45
	12/01/2026	\$41.98	\$9.35	\$14.41	\$0.00	\$65.74
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86

For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

SECTION 00830.B

ATTACHMENT B

EXCERPTS FROM CHAPTERS 30, 82 AND 149 OF THE
MASSACHUSETTS GENERAL LAWS

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ATTACHMENT B

Excerpts from Chapters 30, 82 and 149 of the Massachusetts General Laws

***NOTICE** - These are **NOT** the official versions of the Massachusetts General Laws (MGL). While reasonable efforts have been made to assure the accuracy of the excerpts provided, do not rely on this information without first checking an official edition of the MGL. If you are in need of legal advice or counsel, consult a lawyer. These excerpts include amendments to the General Laws passed before December 31, 2020. For laws enacted since that time, see the 2021 Session Laws.*

CERTAIN EXCERPTS FROM THE MASSACHUSETTS GENERAL LAWS ARE APPLICABLE TO CONSTRUCTION CONTRACTS. ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 149 AS AMENDED.

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."

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..."

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 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..."

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..."

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."

Whenever general bids are invited for a contract subject to Section 44A, the following provision applies:

Section 44E. FILING OF BIDS; FORMS; MODULAR BUILDINGS. Second paragraph of subdivision (2), clause E.

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

For projects estimated to cost more than \$25,000, the following provision applies to sub-bidders:

Section 44F. PLANS AND SPECIFICATIONS; SUB-BIDS; FORM; CONTENTS. First paragraph of clause I of subdivision (2) of section 44F.

"The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F."

Section 44G. ALLOWANCES; ALTERNATES; WEATHER PROTECTION DEVICES.

"(A) "Allowance" as used herein means a sum of money covering one or more items of labor or labor and materials which is designated in bid documents and which general bidders are required to use in computing their bids. The use of such allowances shall be prohibited in the award of any contract subject to the provisions of section forty-four A. Whenever the designer is unable to supply specifications for any item prior to the solicitation of bids, such item shall not be included in any contract subject to the provisions of section forty-four A. The awarding authority shall solicit bids for every such item separately pursuant to the provisions of section forty-four A after specifications for that item are prepared.

(B) Every alternate contained in the form for general bids shall be listed in a numerical sequence in order of priority. When the awarding authority decides to consider alternates in determining the lowest eligible and responsible bidder, the awarding authority shall consider the alternates in descending numerical sequence, such that no single alternate shall be considered unless every alternate preceding it on the list has been added to or subtracted from the base bid price.

(C) The use of options other than alternates in bid documents or bid forms subject to section forty-four A shall be prohibited under all circumstances.

(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.”

Section 44J. INVITATIONS TO BID; NOTICE; CONTENTS; VIOLATIONS; PENALTY.

"(1) No public agency or authority of the commonwealth or any political subdivision thereof shall award any contract for which competitive bids are required pursuant to section forty-four A of this chapter or section thirty-nine M of chapter thirty, or for which competitive proposals are required pursuant to subsection (4) of section forty-four E of this chapter or section eleven C of chapter twenty-five A, unless a notice inviting bids or proposals therefor shall have been posted no less than one week prior to the time specified in such notice for the receipt of said bids or proposals in a conspicuous place in or near the offices of the awarding authority, and shall have remained posted until the time so specified, and unless such notice shall also have been published at least once not less than two weeks prior to the time so specified in the central register published by the secretary of state pursuant to section twenty A of chapter nine and in a newspaper of general circulation in the locality of the proposed project, and on the COMMBUYS system administered by the operational services division. Said notice shall also be published at such other times and in such other newspapers or trade periodicals as the commissioner of capital asset management and maintenance may require, having regard to the locality of the work involved.

(2) Said notice shall specify the time and place where plans and specifications of the proposed work may be had; the time and place of submission of general bids; and the time and place for opening of the general bids. For contracts subject to the provisions of section forty-four A to H, inclusive, of this chapter, said notice shall also specify the time and place for submission of filed sub-bids, where required pursuant to section forty-four F; and the time and place for opening of said filed sub-bids.

Said notice shall also provide sufficient facts concerning the nature and scope of such project, the type and elements of construction, and such other information as will assist applicants in deciding to bid on such contract.

(3) No contract or preliminary plans and specifications shall be split or divided for the purpose of evading the provisions of this section.

(4) General bids and filed sub-bids for any contract subject to this section shall be in writing and shall be opened in public at the time and place specified in the posted or published notice, and after being so opened shall be open to public inspection.

(5) The provisions of this section shall not apply to any transaction between the commonwealth and any public service corporation.

(6) The provisions of this section may be waived in cases of extreme emergency involving the health and safety of the people and their property, upon the written approval of said commissioner. The written approval shall contain a description of the circumstances and the reasons for the commissioner's determination.

(7) Whoever violates any provision of this section shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than three years or in a jail or house of correction for not more than two and one-half years, or by both said fine and imprisonment; and in the event of final conviction, said person shall be incapable of holding any office of honor, trust or profit under the commonwealth or under any county, district or municipal agency.

Each and every person who shall cause or conspire to cause any contract or preliminary plans and specifications to be split or divided for the purpose of evading the provisions of this section shall forfeit and pay to the commonwealth, a political subdivision thereof or other awarding authority subject to this section, the sum of not more than five thousand dollars and, in addition, such person or persons shall pay, apportioned among them, double the amount of damages which the commonwealth or political subdivision thereof or other awarding authority may have sustained by reason of the doing of such act, together with the costs of the action.

(8) If an awarding authority rejects all general bids or does not receive any general bids, and advertises for a second opening of general bids with the original filed sub-bids as set forth in subsection (1) of section forty-four E the notice for

receipt of such general bids may be published in the central register and elsewhere as required not less than one week prior to the time specified for such second opening of general bids.

(9) No request for proposals or invitation for bids issued under sections 38A ½ to 38O, inclusive, of chapter 7, section 11C of chapter 25A, section 39M of chapter 30, this section and sections 44A to 44H, inclusive, shall be advertised if the awarding authority's cost estimate is greater than 1 year old."

Attention is directed to the following sections of Chapter 30 of the General Laws of Massachusetts as amended to date.

Section 38A. PRICE ADJUSTMENT CLAUSE IN CONTRACTS FOR ROAD, BRIDGE, WATER AND SEWER PROJECTS AWARDED UNDER SEC. 39M

"Contracts for road and bridge projects awarded as a result of a proposal or invitation for bids under section 39M shall include a price adjustment clause for each of the following materials: fuel, both diesel and gasoline; asphalt; concrete; and steel. Contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under said section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent."

Section 39F. CONSTRUCTION CONTRACTS; ASSIGNMENT AND SUBROGATION; SUBCONTRACTOR DEFINED; ENFORCEMENT OF CLAIM FOR DIRECT PAYMENT; DEPOSIT; REDUCTION OF DISPUTED AMOUNTS.

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

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

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

(c) Each payment made by the awarding authority to the general contractor pursuant to 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."

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 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 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 percent retainage, if held by the awarding authority, on that work, including the quantity, price and all but one percent 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 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."

Section 39I. DEVIATIONS FROM PLANS AND SPECIFICATIONS.

"Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No wilful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section wilfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both."

Section 39J. PUBLIC CONSTRUCTION CONTRACTS; EFFECT OF DECISIONS OF CONTRACTING BODY OR ADMINISTRATIVE BOARD.

"Notwithstanding any contrary provision of any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount of the contract 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, a decision, by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily is unsupported by substantial evidence, or is based upon error of law."

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 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 percent 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 percent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

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

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

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

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general

contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149."

Section 39L. PUBLIC CONSTRUCTION WORK BY FOREIGN CORPORATIONS; RESTRICTIONS AND REPORTS.

"The commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, request proposals, bids or sub-bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for the work with, and shall not approve as a subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the commonwealth."

Section 39M. CONTRACTS FOR CONSTRUCTION AND MATERIALS; MANNER OF AWARDING.

"(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 named or described materials."

For projects estimated to cost more than \$10,000, the following provision, section 39M subsection c, applies:

"(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."

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."

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 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."

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, 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."

Section 39Q. CONTRACTS FOR CAPITAL FACILITY CONSTRUCTION; CONTENTS; ANNUAL CLAIMS REPORT.

"(1) Every contract awarded by any state agency as defined by section thirty-nine A of chapter seven for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by the aforesaid section thirty-nine A shall contain the following subparagraphs (a) through (d) in their entirety:

(a) Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the chief executive official of the state agency which awarded the contract or his designee. No person or business entity having a contract with a state agency shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any disputed order, decision or action by the agency or its authorized representative shall be fully performed or complied with pending resolution of the dispute.

(b) Within thirty days of submission of the dispute to the chief executive official of the state agency or his designee, he shall issue a written decision stating the reasons therefor, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within thirty days, he shall notify the parties to the dispute in writing of the reasons why a decision cannot be issued within thirty days and of the date by which the decision shall issue. Failure to issue a decision within the thirty-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the chief executive official or his designee shall be final and conclusive unless an appeal is taken as provided below.

(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. In the event an aggrieved party exercises his option to file an action directly in court as provided in the previous sentence, the twenty-one day period shall not apply to such filing and the period of filing such action shall be the same period otherwise applicable for filing a civil action in superior court. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and twenty calendar days after conclusion of the adjudicatory hearing, unless the decision is delayed by a request for extension of time for filing post-hearing briefs or other submissions assented to by all parties. Whenever, because an extension of time has been granted, the hearing officer is unable to issue a decision within one hundred and twenty days, he shall notify all parties of the reasons for the delay and the date when the decision will issue. Failure to issue a decision within the one hundred and twenty-day period or within the additional period specified in such written notice shall give the petitioner the right to pursue any legal remedies available to him without further delay.

(d) When the amount in dispute is less than ten thousand dollars, a contractor who is party to the dispute may elect to submit the appeal to a hearing officer experienced in construction law for expedited hearing in accordance with the informal rules of practice and procedure of the division of hearing officers. An expedited hearing under this subparagraph shall be available at the sole option of the contractor. The hearing officer shall issue a decision no later than sixty days following the conclusion of any hearing conducted pursuant to this subparagraph. The hearing officer's decision shall be final and conclusive, and shall not be set aside except in cases of fraud.

(2) The commissioner of administration shall require the division of hearings officers to prepare annually a report concerning the construction contract claims submitted to the division during the preceding twelve months, in such form as the commissioner shall prescribe. The report shall contain, at a minimum, the following information: the number of claims submitted; the names of all parties to each such claim; a brief description of the claim; the date of submission and

of disposition of the claim; its disposition, whether by settlement, withdrawal, default or written decision; and the number of claims currently pending. The original of the report shall be submitted to the commissioner of administration by January fifteenth, and a copy shall be filed with the state librarian and shall be a public document.”

Section 39R. KEEPING AND MAINTAINING OF BOOKS, RECORDS AND ACCOUNTS; STATEMENT OF MANAGEMENT ON INTERNAL ACCOUNTING CONTROL; FINANCIAL STATEMENTS; ENFORCEMENT.

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

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

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.

(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 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 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 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 for 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)."

Section 39S. CONTRACTS FOR CONSTRUCTION; REQUIREMENTS.

"(a) As used in this section the word "person" shall mean any natural person, joint venture, partnership corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(1) 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; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) 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 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding."

Section 40. DISCHARGE OR RELEASE OF BONDS.

"Bonds given to the commonwealth, any county, city, town or political subdivision to secure the performance of contracts for the construction or repair of public buildings or other public works may be discharged or released by the awarding authority, upon such terms as it deems expedient, after the expiration of one year from the time of completion, subject to section thirty-nine K, of the work contracted to be done; provided that no claim filed under said bond is pending, and provided further, that no such bonds shall be discharged or released prior to the expiration of all special guarantees provided for in the contract unless new bonds in substitution therefor specifically relating to the unexpired guarantees shall be taken."

ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 82 (THE LAYING OUT, ALTERATION, RELOCATION AND DISCONTINUANCE OF PUBLIC WAYS, AND SPECIFIC REPAIRS THEREON) OF THE GENERAL LAWS OF MASSACHUSETTS AS AMENDED TO DATE.

Section 40. DEFINITIONS.

"The following words, as used in this section and sections 40A to 40E, inclusive, shall have the following meanings:

"**Company**", natural gas pipeline company, petroleum or petroleum products pipeline company, public utility company, cable television company, and municipal utility company or department that supply gas, electricity, telephone, communication or cable television services or private water companies within the city or town where such excavation is to be made.

"**Description of excavation location**", such description shall include the name of the city or town, street, way, or route number where appropriate, the name of the streets at the nearest intersection to the excavation, the number of the buildings closest to the excavation or any other description, including landmarks, utility pole numbers or other information which will accurately define the location of the excavation.

"**Emergency**", a condition in which the safety of the public is in imminent danger, such as a threat to life or health or where immediate correction is required to maintain or restore essential public utility service.

"**Excavation**", an operation for the purpose of movement or removal of earth, rock or the materials in the ground including, but not limited to, digging, blasting, augering, backfilling, test boring, drilling, pile driving, grading, plowing in, hammering, pulling in, jacking in, trenching, tunneling and demolition of structures.

"**Excavator**", any entity including, but not limited to, a person, partnership, joint venture, trust, corporation, association, public utility, company or state or local government body which performs excavation operations.

"**Premark**", to delineate the general scope of the excavation or boring on the paved surface of the ground using white paint, or stakes or other suitable white markings on nonpaved surfaces. No premarking shall be acceptable if such marks can reasonably interfere with traffic or pedestrian control or are misleading to the general public. Premarking shall not be required of any continuous excavation that is over 500 feet in length.

"**Safety zone**", a zone designated on the surface by the use of standard color-coded markings which contains the width of the facilities plus not more than 18 inches on each side.

"**Standard color-coded markings**", red - electric power lines, cables, conduit or light cables; yellow - gas, oil, street petroleum, or other gaseous materials; orange - communications cables or conduit, alarm or signal lines; blue - water, irrigation and slurry lines; green - sewer and drain lines; white - premark of proposed excavation.

"**System**", the underground plant damage prevention system as defined in section 76D of chapter 164."

Section 40A. EXCAVATIONS; NOTICE.

"No excavator installing a new facility or an addition to an existing facility or the relay or repair of an existing facility shall, except in an emergency, make an excavation, in any public or private way, any company right-of-way or easement or any public or privately owned land or way, unless at least 72 hours, exclusive of Saturdays, Sundays and legal holidays but not more than 30 days before the proposed excavation is to be made, such excavator has premarked not more than 500 feet of the proposed excavation and given an initial notice to the system. Such initial notice shall set forth a description of the excavation location in the manner as herein defined. In addition, such initial notice shall indicate whether any such excavation will involve blasting and, if so, the date and the location at which such blasting is to occur.

The notice requirements shall be waived in an emergency as defined herein; provided, however, that before such excavation begins or during a life-threatening emergency, notification shall be given to the system and the initial point of

boring or excavation shall be premarked. The excavator shall ensure that the underground facilities of the utilities in the area of such excavation shall not be damaged or jeopardized.

In no event shall any excavation by blasting take place unless notice thereof, either in the initial notice or a subsequent notice accurately specifying the date and location of such blasting shall have been given and received at least 72 hours in advance, except in the case of an unanticipated obstruction requiring blasting when such notice shall be not less than four hours prior to such blasting. If any such notice cannot be given as aforesaid because of an emergency requiring blasting, it shall be given as soon as may be practicable but before any explosives are discharged.”

Section 40B. DESIGNATION OF LOCATION OF UNDERGROUND FACILITIES.

“Within 72 hours, exclusive of Saturdays, Sundays and legal holidays, from the time the initial notice is received by the system or at such time as the company and the excavator agree, such company shall respond to the initial notice or subsequent notice by designating the location of the underground facilities within 15 feet in any direction of the premarking so that the existing facilities are to be found within a safety zone. Such safety zone shall be so designated by the use of standard color-coded markings. The providing of such designation by the company shall constitute prima facie evidence of an exercise of reasonable precaution by the company as required by this section; provided, however, that in the event that the excavator has given notice as aforesaid at a location at which because of the length of excavation the company cannot reasonably designate the entire location of its facilities within such 72 hour period, then such excavator shall identify for the company that portion of the excavation which is to be first made and the company shall designate the location of its facilities in such portion within 72 hours and shall designate the location of its facilities in the remaining portion of the location within a reasonable time thereafter. When an emergency notification has been given to the system, the company shall make every attempt to designate its facilities as promptly as possible.”

Section 40C. EXCAVATOR’S RESPONSIBILITY TO MAINTAIN DESIGNATION MARKINGS; DAMAGE CAUSED BY EXCAVATOR.

“After a company has designated the location of its facilities at the location in accordance with section 40B, the excavator shall be responsible for maintaining the designation markings at such locations, unless such excavator requests remarking at the location due to the obliteration, destruction or other removal of such markings. The company shall then remark such location within 24 hours following receipt of such request.

When excavating in close proximity to the underground facilities of any company when such facilities are to be exposed, non-mechanical means shall be employed, as necessary, to avoid damage in locating such facility and any further excavation shall be performed employing reasonable precautions to avoid damage to any underground facilities including, but not limited to, any substantial weakening of structural or lateral support of such facilities, penetration or destruction of any pipe, main, wire or conduit or the protective coating thereof, or damage to any pipe, main, wire or conduit.

If any damage to such pipe, main, wire or conduit or its protective coating occurs, the company shall be notified immediately by the excavator responsible for causing such damage.

The making of an excavation without providing the notice required by section 40A with respect to any proposed excavation which results in any damage to a pipe, main, wire or conduit, or its protective coating, shall be prima facie evidence in any legal or administrative proceeding that such damage was caused by the negligence of such person.”

Section 40D. LOCAL LAWS REQUIRING EXCAVATION PERMITS; PUBLIC WAYS.

“Nothing in this section shall affect or impair local ordinances or by-laws requiring a permit to be obtained before excavation in a public way or on private property; but notwithstanding any general or special law, ordinance or by-law to the contrary, to the extent that any permit issued under the provisions of the state building code or state fire code requires excavation by an excavator on a public way or on private property, the permit shall not be valid unless the excavator notifies the system as required pursuant to sections 40 and 40A, before the commencement of the excavation, and has complied with the permitting requirements of chapter 82A.”

Section 40E. VIOLATIONS OF SECS. 40A TO 40E; PUNISHMENT.

“Any person or company found by the department of telecommunications and energy, after a hearing, to have violated any provision of sections 40A to 40E, inclusive, shall be fined \$1000 for the first offense and not less than \$5,000 nor more than \$10,000 for any subsequent offense within 12 consecutive months as set forth by the rules of said department; provided, however, that nothing herein shall be construed to require forfeiture of any penal sum by a state or local government body for violation of section 40A or 40C; and provided, further, that nothing herein shall be construed to require the forfeiture of any penal sum by a residential property owner for the failure to premark for an excavation on such person's residential property.”

ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 30 (AN ACT MOBILIZING ECONOMIC RECOVERY IN THE COMMONWEALTH) OF THE ACTS OF 2009.

Section 33.

“(a) Notwithstanding any general or special law to the contrary, the following requirements shall apply to any public works project funded by the American Recovery and Reinvestment Act of 2009 where the amount of construction costs under any contract awarded is likely to exceed \$1,000,000. For the purposes of this section, "public works" shall mean building or work the construction of which is carried on by authority of the commonwealth, or by a county, town, authority or district, or with funds of a federal agency or the commonwealth or a county, city, town, authority or district to serve the interest of the general public, regardless of whether title thereof is in the commonwealth or in a county, city, town, authority or district; provided, however, that for the purposes of this definition, "construction" shall have the meaning provided in section 27D of chapter 149 of the General Laws.

(b) For any public works project subject to subsection (a), the specifications set forth in any request for responses shall include a requirement that, on a per project basis, not less than 20 per cent of the total hours of employees receiving an hourly wage who are directly employed on the site of the project, employed by the contractor or a subcontractor and subject to the prevailing wage, shall be performed by apprentices in bona fide apprentice training programs as provided in sections 11H and 11I of chapter 23 of the General Laws which are approved by the division of apprentice training in the executive office of labor and workforce development.

(c) During the performance of a public works project subject to subsections (a) and (b), the contractor shall submit periodic reports to the awarding authority with records indicating the total hours worked by all journeymen and apprentices in positions subject to the apprentice requirement. In any instance in which the apprentice hours do not constitute 5 per cent of the total hours of employees subject to the apprentice requirement, the contractor shall submit a plan to the awarding authority describing how the contractor shall comply with the apprentice requirement.

(d) The attorney general shall have all the necessary powers to require compliance with the requirements of subsections (a), (b) and (c) therewith, including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts. Prior to award of the contract, an awarding authority may petition the attorney general for approval to adjust the requirements set forth in said subsections (a), (b) and (c). The attorney general may adjust these requirements only if he determines that compliance with these requirements is not feasible or if application of the requirements would be preempted by federal law.

(e) An awarding authority serving a low-income population may require additional specifications that address the needs of its clients including, but not limited to, preferential hiring for residents of public housing authorities for available apprenticeship positions.

(f) Subject to appropriation, the division of apprentice training shall enhance its outreach efforts to underserved populations in order to increase and diversify the number of apprentices in the commonwealth.”

Section 39.

“Any entity located in the commonwealth that receives federal funds through the American Recovery and Reinvestment Act of 2009 shall provide information as directed by the secretary of administration and finance regarding the use of the funds. The required information shall include, but not be limited to, the reporting information required by the federal government and any other information deemed necessary by the secretary to administer the American Recovery and

Reinvestment Act of 2009 responsibly, efficiently and transparently. To the extent possible, the secretary shall work to streamline the reporting of this information, minimize duplication of data entry by recipients and ensure data consistency. The secretary may issue regulations to effectuate this reporting requirement.”

Section 40.

“Employers and hiring agents on all projects funded in whole or in part by the American Recovery and Reinvestment Act of 2009 shall post notices of available employment opportunities to the commonwealth’s job bank or the one-stop career centers closest to where the projects shall be located. The postings shall contain such information as directed by the secretary of labor and workforce development. The secretary may issue regulations to effectuate this job posting requirement.”

END OF SECTION

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SECTION 00830.D
ATTACHMENT D
CHANGE ORDERS

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ATTACHMENT D

CHANGE ORDERS

Policy:

This section supplements Article 11, Changes to the Contract, in the General Conditions and Supplementary Conditions.

All executed change orders submitted to the Engineer for review and processing must be prepared in accordance with the attached change order format (Appendix A) with the appropriate number of copies, calculation sheet(s) (Appendix B) and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order.

In order to avoid possible delays with approval of change orders, at the beginning of the project and as circumstances warrant, the Contractor shall submit a list of construction equipment, identifying major pieces of equipment to be utilized on the project. The list shall include the Contractor's designation, if any, the manufacturer, model, year of manufacture, serial number, size and horsepower of equipment. The Contractor shall also provide for approval a proposed bluebook equipment rental rate development that separately lists for each piece of equipment the monthly rental rate, area adjustment factor, depreciation factor, estimated operating cost per hour and total hourly rate. In the event the Contractor fails or is unable to provide appropriate rate information the Engineer may develop equipment rental rates for use on change orders.

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Massachusetts General Laws, Chapter 30, Section 39G for non-building construction and Section 39K for building construction as amended from time to time.

Payment of change orders shall be made in accordance with one of the following three methods:

- A. Existing unit prices as set forth in the contract; or
- B. Agreed upon lump sum or unit prices; or
- C. Time and materials

A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the Contractor shall accept full and final payment at the contract unit price(s) for the acceptable quantities. Under certain circumstances, the unit prices may be subject to revaluation and adjustment. See Article 13 in the Supplementary Conditions.

B. Payment for work or materials for which no price is contained in the contract:

If the Engineer directs, the Contractor shall submit promptly in writing to the Engineer an offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

1. The estimated cost of Labor, plus
2. Direct Labor Cost, plus
3. Material and Freight Costs, plus
4. Equipment Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus (if applicable),
6. In the case of work done by a subcontractor an amount not to exceed 7 ½%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credits for work deleted from the contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained as noted above and is so stated in the change price, the Contractor shall accept as full payment for which no agreement is contained in contract, an amount equal to:

1. The estimated cost of Labor, plus
2. The Direct Labor Costs, plus
3. Equipment Costs, plus
4. Material and Freight Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus, if applicable,
6. In the case of work done by a subcontractor an amount not to exceed 7 ½%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credit for work deleted from the Contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

Explanation of items 1 through 7 as outlined in "B" and "C" above:

1. Labor - Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in items 5 and/or 6. Hourly labor rates in excess of those as listed in the contract wage

rates require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.

2. Direct Labor Costs - These costs are limited to those which are required in the contract document. Coverage in excess of the contract provisions, secured by the contractor/subcontractor(s) at his option, are ineligible. The following list of typical direct labor charges is provided for your assistance and is in no way intended to be complete or all encompassing:

Workman's Compensation

Federal/State: Social Security Tax and Unemployment Tax;

Health, Welfare and Pension Benefits; (this cost is included in the wage rates appearing in the Attachment A Massachusetts Wage Rates.

Liability insurance:	Bodily injury; excess umbrella; property damage; public liability
Blasters insurance:	If applied to any required direct labor costs
Builders risk insurance:	If applied to any required direct labor costs
Experience modification insurance:	If applied to any required direct labor costs
Surcharges:	If applied to any required direct labor costs

Following award and prior to execution of a construction contract, the Contractor and filed subbidders (where applicable) shall submit for review by the Owner, documentation to establish the markup percentage(s).

The documented direct labor markup for this contract may be adjusted on an annual basis as measured from the date the contract is executed. The contract agreement will provide for the establishment of the Direct Labor Cost percentage.

3. Material and Freight - Only those materials required as a result of the change order and reasonable freight charges for delivery of same are allowable.
4. Equipment - Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current EquipmentWatch, division of Intertec Publishing [Formerly Nielson/Dataquest] Rental Rate Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate, the following shall apply:
 - a. For equipment already on the project - the monthly prorated rental rate by the hourly use shall be applicable;

b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items 5 and/or 6.

(1 Month (Normal Use) = 176 hours)

5.& 6. Overhead and Profit - All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).

7. Credits - Work deleted, material and equipment removed from the contract, stored and/or returned shall be credited to the cost of the change order, less documented costs.

This change order will be prepared in such manner as to clearly separate Eligible and Ineligible Costs (as applicable to state-funded projects).

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer.

APPENDIX A

CHANGE ORDER
(Enter Project Name)
(Enter Location)

Sheet ___ of ___

Date _____

Project No. _____

Contract No. _____

Change Order No. _____

Contract Amount (As Bid) \$ _____

Amount of Previous Change Orders \$ _____

Net Change in Contract Price (this Change Order) \$ _____

Total Adjusted Contract Price (including this Change Order) \$ _____

This Change Order extends the time to complete the work by ___ calendar days.

The extended completion date is _____
_____.

This Change Order checked by: _____
Resident Representative Date

This Change Order is requested by: _____

This Change Order is recommended by:

Consultant Engineer P.E. # Date

The undersigned agree to the terms of the Change Order.

Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, s.31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, Accountant, Treasurer) Date

Do not write below this space: this space reserved for STATE AGENCY APPROVAL

CHANGE ORDER (continued)
(Enter Project Name)
(Enter Location)

Sheet ___ of ___

Date _____

Project No. _____

Contract No. _____

Change Order No. _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Item 1:

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Item 2

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Appendix B
Example Calculation Sheet

1. Labor

Foreman	10 hours @	\$10.00/hour	\$100.00
Engineer	10 hours @	8.80/hour	85.00
Operator	10 hours @	9.50/hour	95.00
Laborers	24 hours @	7.00/hour	<u>168.00</u>
			\$448.00

2. Direct Labor Cost (use the agreed upon Direct Labor Cost)

*(30)% of \$448.

*(used for example purposes only) \$ 134.00

3. Materials & Freight

150 l.f. of 12" pipe @ \$2.00/l.f.	\$ 300.00
15 v.f. precast SMH	1,700.00
Freight (slip# ___ enclosed)	<u>25.00</u>
	\$2,025.00

4. Equipment

1 Backhoe	10 hours @	\$ 80.00/hour	\$ 800.00
1 Truck-crane	10 hours @	100.00/hour	<u>1000.00</u>
			\$1800.00

EXAMPLE

TOTAL (items 1 through 4): \$4,407.00

5. (20%) markup for Overhead, Profit

(20%) of \$4,407 \$ 881.00

6. (7½ %) markup on subcontractor's cost for general contractor (if subcontractor is involved)

(7½ %) of \$4,407 \$ 331.00

7. Credits (deductibles) -\$323.00

TOTAL COST: \$5,296.00

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculation, photographs, reports.

END OF SECTION

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SECTION 00890

PERMITS

PART 1 – GENERAL

1.01 DESCRIPTION:

This Section provides specific information and defines specific requirements of the Contractor regarding the preparation and acquisition of permits required to perform the work of this project.

1.02 RELATED WORK:

- A. Section 01110, CONTROL OF WORK AND MATERIALS
- B. Section 01550, SIGNAGE (TRAFFIC CONTROL)
- C. Section 01562, DUST CONTROL
- D. Section 01570, ENVIRONMENTAL PROTECTION

1.03 GENERAL REQUIREMENTS:

- A. The Owner has obtained or will obtain and pay for the permits listed below, which are required for this project. The Contractor shall assist in obtaining certain permits, as indicated. The Contractor shall obtain and pay for all other permits required, as defined under the Permits subsection of Section 00700, GENERAL CONDITIONS.

<u>Permits by Owner</u>	<u>Status</u>
Order of Conditions	Attached
Army Corps of Engineers permit	Pending
Trench Permit (520 CMR 14.00)(eff. date 3/1/09)	*

*Contractor shall prepare permit application and obtain the permit after contract is awarded, bearing all expenses. Owner will pay for and/or waive the permit application fee, if applicable.

PART 2 - PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS:

- A. The Contractor shall perform the work in accordance with the Contract Documents, including the attached permits/order of conditions, and any applicable municipal requirements.
- B. Prior to commencing any construction activities, the Contractor shall demonstrate to the Owner and the Engineer, through on-site inspection and submitting copies of permits or approvals, that it is in full compliance with the terms and conditions of all permits specified herein. The Contractor shall maintain full compliance with all permits throughout the performance of the work, and upon request, grant access to permitting authorities to inspect the site for the purpose of verifying such compliance.

END OF SECTION

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Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 WE 154-78
 MassDEP File #

 eDEP Transaction #
 Erving
 City/Town

A. General Information

Please note:
 this form has been modified with added space to accommodate the Registry of Deeds Requirements

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: Erving
Conservation Commission

2. This issuance is for (check one):
 a. Order of Conditions b. Amended Order of Conditions

3. To: Applicant:
Mariah Kurtz
 a. First Name b. Last Name

Town of Erving
 c. Organization

12 East Main Street
 d. Mailing Address

Erving MA 01344
 e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):

 a. First Name b. Last Name

Town of Erving
 c. Organization

12 East Main Street
 d. Mailing Address

Erving MA 01344
 e. City/Town f. State g. Zip Code

5. Project Location:
Wheelock Street Erving
 a. Street Address b. City/Town

n/a (Town ROW) n/a (Town ROW)
 c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known: 42.602541d m s -72.437134d m s
 d. Latitude e. Longitude



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 WE 154-78
 MassDEP File #

eDEP Transaction #
 Erving
 City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

Franklin	n/a
a. County	b. Certificate Number (if registered land)
n/a (Town ROW)	n/a (Town ROW)
c. Book	d. Page

7. Dates: dated Sept. 21, 2020 3/2/2021 3/2/2021
 a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

Wheelock Street Culvert Improvements Project, Cover Sheet, Sheet C-001, and Sheets C-C-100 to 106

Weston & Sampson Engineers, Inc.	Chris Wester
b. Prepared By	c. Signed and Stamped by
February 2021	1" = 20'
d. Final Revision Date	e. Scale

f. Additional Plan or Document Title g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

- | | | |
|---|--|---|
| a. <input type="checkbox"/> Public Water Supply | b. <input type="checkbox"/> Land Containing Shellfish | c. <input checked="" type="checkbox"/> Prevention of Pollution |
| d. <input type="checkbox"/> Private Water Supply | e. <input checked="" type="checkbox"/> Fisheries | f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| g. <input checked="" type="checkbox"/> Groundwater Supply | h. <input checked="" type="checkbox"/> Storm Damage Prevention | i. <input checked="" type="checkbox"/> Flood Control |

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 WE 154-78
 MassDEP File # _____

eDEP Transaction # _____
 Erving
 City/Town

B. Findings (cont.)

Denied because:

- b. the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) _____ a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	224.5 a. linear feet	224.5 b. linear feet	80.5 c. linear feet	80.5 d. linear feet
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	979 a. square feet	979 b. square feet	1,100 c. square feet	1,100 d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
	_____ e. c/y dredged	_____ f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
Cubic Feet Flood Storage	_____ e. cubic feet	_____ f. cubic feet	_____ g. cubic feet	_____ h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	_____ a. square feet	_____ b. square feet		
Cubic Feet Flood Storage	_____ c. cubic feet	_____ d. cubic feet	_____ e. cubic feet	_____ f. cubic feet
9. <input type="checkbox"/> Riverfront Area	_____ a. total sq. feet	_____ b. total sq. feet		
Sq ft within 100 ft	_____ c. square feet	_____ d. square feet	_____ e. square feet	_____ f. square feet
Sq ft between 100-200 ft	_____ g. square feet	_____ h. square feet	_____ i. square feet	_____ j. square feet



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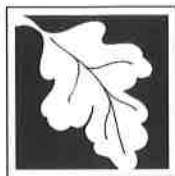
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B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	<u> </u> a. square feet	<u> </u> b. square feet		
	<u> </u> c. c/y dredged	<u> </u> d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. nourishment cu yd	<u> </u> d. nourishment cu yd
14. <input type="checkbox"/> Coastal Dunes	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. nourishment cu yd	<u> </u> d. nourishment cu yd
15. <input type="checkbox"/> Coastal Banks	<u> </u> a. linear feet	<u> </u> b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	<u> </u> a. square feet	<u> </u> b. square feet		
17. <input type="checkbox"/> Salt Marshes	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	<u> </u> a. square feet	<u> </u> b. square feet		
	<u> </u> c. c/y dredged	<u> </u> d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	<u> </u> a. c/y dredged	<u> </u> b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	<u> </u> a. square feet	<u> </u> b. square feet		



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B. Findings (cont.)

* #22. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

22. Restoration/Enhancement *:

a. square feet of BVW

b. square feet of salt marsh

23. Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on _____ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
"File Number WE 154-78 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. **The work associated with this Order (the “Project”) is (1) is not (2) subject to the Massachusetts Stormwater Standards. If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;
 - iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
 - v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

3/2/2020

1. Date of Issuance

Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

Carie Berg
Carie Berg
Michael Shapiro

Dan P. Brule

by hand delivery on

3/15/21

Date

by certified mail, return receipt requested, on

Date

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request of Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

Special Conditions SC # 1 through SC #5 are attached to these Orders.



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D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No

2. The Conservation Commission hereby finds (check one that applies):

a. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw _____ 2. Citation _____

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

1. Municipal Ordinance or Bylaw _____ 2. Citation _____

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):



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G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Erving
 Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for: Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

SPECIAL CONDITIONS
Wheelock Street, Erving MA
DEP file # WE 154-78

The following Special Conditions are a part of the Order of Conditions for the above referenced project and are hereby incorporated therein:

SC #1. This work is being permitted under the limited project provision at 310 CMR 10.53 (3)(i) for the maintenance, repair and improvement of culverts.

SC #2. The DEP Guidance Document attached to the Notification of File Number shall be followed for all dewatering activity.

SC #3. Work within the intermittent streams/culverts may only take place during no-flow periods in the Summer or early Fall.

SC #4 The wetland replication area shall be constructed as early in the construction process as site conditions allow.

SC# 5 The applicant shall notify the Conservation Commission once sub and final grades within the replication area have been obtained so that the Commission and/or their consultant may verify that said grades are adequate for establishment of wetland hydrology and a wetland plant community.

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DIVISION 1
GENERAL REQUIREMENTS

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SECTION 01110

CONTROL OF WORK AND MATERIALS

PART 1 – GENERAL

Not Used.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 HAULING, HANDLING AND STORAGE OF MATERIALS:

- A. The Contractor shall, at its own expense, handle and haul all materials furnished by it and shall remove any of its surplus materials at the completion of the work.
- B. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by it that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.
- C. All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.
- D. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

3.02 EASEMENTS:

- A. As indicated on the drawings, the work is located in easements to be obtained by the Owner. The Contractor has no rights outside of the easements unless they are obtained from the property owner.
- B. Contractor shall schedule work so that it will cause minimum inconvenience and nuisance to abutting property owners, over the shortest possible time.
- C. Easements shall be kept clean; no rubbish or discarded construction materials shall be allowed to accumulate. Storage of excess construction materials, including soil, ledge, equipment, or machinery on easements will not be allowed.

- D. Restoration of fences, shrubs, trees and grass shall be completed promptly following completion of the work in an easement, to minimize disruption and inconvenience to property owners.
- E. Unless approved by the Engineer, the use of easements for ease of access to and egress from other areas of the project will not be permitted.

3.03 OPEN EXCAVATIONS:

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at its own expense, provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress.
- B. Bridges provided for access to private property during construction shall be removed when no longer required.
- C. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Engineer.
- D. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, then special construction procedures shall be taken, such as limiting the length of trench and prohibiting stocking excavated material in the street.
- E. All street excavations shall be completely closed at the end of each work day. Backfilling or use of steel plates of adequate strength to carry traffic shall be used.

3.04 MAINTENANCE OF TRAFFIC:

- A. Unless permission to close the street is received in writing from the proper authority, all excavated materials and equipment shall be placed so that vehicular and pedestrian traffic may be safely maintained at all times.
- B. Should the Chief of Police deem it necessary, uniformed officers will be assigned to direct traffic. The Contractor shall make all arrangements in obtaining uniformed officers required.
- C. The Contractor shall at its own expense, as directed by the Police Traffic Control/Safety Officer, provide and erect acceptable barricades, barrier fences, traffic signs, and all other traffic devices not specifically covered in a bid item, to protect the work from traffic, pedestrians, and animals. The Contractor shall provide sufficient temporary lighting such as lanterns/flashers (electric battery operated) or other approved illuminated traffic signs and devices to afford adequate protection to the traveling public, at no additional cost to the Owner. See Section 01552 CONSTRUCTION ZONE SAFETY PLAN.

- D. The Contractor shall furnish all construction signs that are deemed necessary by and in accordance with Part VI of the Manual on Uniform Traffic Control Devices as published by the U.S. Department of Transportation. In addition, the Contractor may be required to furnish up to 128 square feet of additional special construction warning signs. Size and exact wording of signs shall be determined by the Engineer during construction.
- E. The intent of policing is to ensure public safety by direction of traffic. Police officers are not to serve as watchmen to protect the Contractor's equipment and materials.
- F. Nothing contained herein shall be construed as relieving the Contractor of any of its responsibilities for protection of persons and property under the terms of the Contract.

3.05 CARE AND PROTECTION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be promptly restored by the Contractor, at its expense, to a condition similar or equal to that existing before the damage was done, to the satisfaction of the Engineer.

3.06 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES:

- A. All existing buildings, utilities, pipes, poles, wires fences, curbing, property line markers and other structures which the Engineer decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from damage by the contractor. Should such property be damaged, it shall be restored by the Contractor, at no additional cost to the Owner.
- B. The Contractor shall determine the location of all underground structures and utilities (including existing water services, drain lines, electrical lines, and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by Contractor.
- C. When fences interfere with the Contractor's operations, it shall remove and (unless otherwise specified) promptly restore them in accordance with Section 01564 EXISTING FENCES.
- D. On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels which are shaped so as to cut or otherwise damage such surfaces.
- E. All property damaged by the Contractor's operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.

- F. Restoration of existing property and structures shall be carried out as promptly as practicable and shall not be left until the end of the construction period.

3.07 MAINTENANCE OF FLOW:

- A. The Contractor shall at its own cost, provide for the flow of sewers and drains interrupted during the progress of the work, and shall immediately cart away and dispose of all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer well in advance of the interruption of any flow.
- B. All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If the Contractor damages or impairs any of the aforesaid drainage facilities, it shall repair the same within the same day.
- C. At the conclusion of the work, the Contractor shall remove all silt in drainage structures caused by its operations as described in Section 01740, CLEANING UP.

3.08 REJECTED MATERIALS AND DEFECTIVE WORK:

- A. Materials furnished by the Contractor and condemned by the Engineer as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor, and shall not be made use of elsewhere in the work.
- B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Engineer.
- C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or its employees, as determined by the Engineer, occurring previous to the final payment.

3.09 SANITARY REGULATIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Engineer. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

3.10 SAFETY AND HEALTH REGULATIONS:

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et. seq.)." The Contractor shall be familiar with the requirements of these regulations.

3.11 SITE INVESTIGATION:

The Contractor acknowledges that it has satisfied itself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the Contractor to acquaint itself with available information will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner.

END OF SECTION

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SECTION 01140

SPECIAL PROVISIONS

PART 1 - GENERAL

Not used

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 PIPE LOCATION:

Pipe shall be located substantially as indicated on drawings. The Owner reserves the right, acting through the Engineer, to make such modifications as may be deemed desirable to avoid interference with existing structures or for other reasons.

3.02 DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of critical importance in the installation or connections of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment that is dependent on the correctness of such information.

3.03 OCCUPYING PRIVATE PROPERTY:

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the public highways or Owner's easements, except with the written consent of the property owner or property owner's agent.

3.04 EXISTING UTILITY LOCATIONS – CONTRACTOR'S RESPONSIBILITY:

- A. The location of existing underground services and utilities shown on the drawings is based on available records. It is not warranted that all existing utilities and services are shown, or that shown locations are correct. The Contractor shall be responsible for having the utility companies locate their respective utilities on the ground prior to excavating.
- B. To satisfy the requirements of Massachusetts law, Chapter 82, Section 40, the Contractor shall, at least 72 hours, exclusive of Saturdays, Sundays and holidays, prior to excavation in the proximity of telephone, gas, cable television and electric utilities, notify the utilities concerned by calling "DIG SAFE" at telephone number: 1-888-344-7233.

- C. The Contractor shall coordinate all work involving utilities and shall satisfy itself as to the existing conditions of the areas in which it is to perform his work. It shall conduct and arrange its work so as not to impede or interfere with the work of other contractors working in the same or adjacent areas.

3.05 COORDINATION OF WORK:

The General Contractor shall be responsible for coordinating its own work as well as that of any subcontractors. It shall be responsible for notification of the Engineer when each phase of work is expected to begin and the approximate completion date.

3.06 TIME FOR COMPLETION OF CONTRACT:

The time for completion of this contract is stipulated in the Form of/for General Bid. The Bidder shall base its bid on completing the proposed work by the completion date stipulated in Section 00410, FORM OF GENERAL BID/FORM FOR GENERAL BID.

3.07 MAINTENANCE OF TRENCH SURFACE:

After backfilling and compacting the trench, the Contractor shall be responsible for keeping the ground surface dry and passable at all times until the surface has been restored to original conditions.

3.08 WETLANDS PROTECTION SIGN:

A sign not less than two square feet in size shall be displayed at the site. The sign shall bear the words "Massachusetts Department of Environmental Protection, Wetland Division, File Number 154-78."

3.09 COMPLIANCE WITH PERMITS:

- A. The Contractor shall perform all work in conformance with requirements of the Permits, which appear in Section 00890 – PERMITS.

3.10 CUTTING, FITTING AND PATCHING:

- A. The Contractor shall do all cutting, fitting, or patching of its work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors, as shown upon or reasonably implied by the drawings and the specifications for the completed structure, including all existing work.
- B. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor, save with the consent of the Engineer.

- C. All holes or openings required to be made in new or existing work, particularly at pipe, conduit, or other penetrations not covered by escutcheons or plates shall be neatly patched. All such holes shall be made completely watertight as approved by the Engineer.
- D. Size and locations of holes required in steel, concrete, or other structural or finish materials for piping, wiring, ducts, etc., which have not been located and detailed on the drawings shall be approved by the Engineer prior to layout and cutting thereof. All holes shall be suitably reinforced as required by the Engineer.
- E. Workmanship and materials of patching and repair work shall match the adjacent similar work and shall conform to the applicable sections of the specification. Patches and joints with existing work shall provide, as applicable in each case, visual, structural, and waterproofing continuity.

3.11 CONTRACTOR'S REPRESENTATIVE:

The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

3.12 VISUAL RECORDING:

Before beginning construction, the Contractor shall make a color DVD recording along the entire work length. One complete recording, for the entire project length, shall be furnished to the Engineer prior to the start of the work. The visual recording shall be identified by street name, as applicable, and station.

3.13 HOURS OF CONSTRUCTION ACTIVITY:

- A. The Contractor shall conduct all construction activity between 7:00 a.m. and 5:00 p.m., Monday through Friday. No construction work shall be allowed on Saturdays, Sundays or Holidays without written authorization from the Owner.
- B. The Owner will provide personnel for assistance in locating and operating valves at no cost to the Contractor during the Owner's normal working hours (Monday through Friday 7:00 a.m. to 4:00 p.m.). When this assistance is required by the Contractor outside of the Owner's normal working hours the cost will be incurred by the Contractor at the prevailing overtime rate of pay for the personnel providing the assistance. The Owner will bill the Contractor directly.

3.14 CONSTRUCTION CREWS:

The Contractor shall not increase the number of construction crews assigned to the work without providing one-week advance notice to the Engineer.

3.15 MASSACHUSETTS DATA SECURITY REGULATIONS:

The Contractor is required to comply with data security regulations contained in 201 CMR 17.00 that have been established to safeguard personal information of Massachusetts residents contained in paper or electronic records. The Contractor shall not submit to the Engineer or Owner documents in paper or electronic form that contain personal information (person's name combined with one or more of the following – Social Security Number, driver's license number or state-issued identification card number, financial institution account number, or credit or debit card number). Any document submitted to the Engineer that violates this provision shall be returned to the Contractor and the Contractor shall remove personal information from the document prior to resubmitting it to the Engineer. The Contractor shall require each Subcontractor to also comply with the MA data security regulations insofar as they involve submittal of personal information to the Engineer and Owner.

END OF SECTION

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SECTION 01250

PRICE ADJUSTMENTS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Price adjustments, as required by MGL Chapter 30, Section 38A, shall be implemented for this Project. Price adjustments, as enumerated in Part 3 of this specification, shall be made for the following items:

Water and Sewer Projects

- Diesel fuel and gasoline
- Liquid asphalt
- Portland cement contained in cast-in-place concrete

Road and Bridge Projects

- Diesel fuel and gasoline
- Asphalt
- Concrete
- Steel

- B. Price adjustments shall be made in accordance with the methodology adopted by the Massachusetts Department of Transportation in the following SPECIAL PROVISIONS documents, which are attached, but modified as contained herein:

1. Document 00811 Monthly Price Adjustment for Hot Mix Asphalt Mixtures, revised July 8, 2016
2. Document 00812 Monthly Price Adjustment for Diesel fuel and Gasoline, revised January 26, 2009
3. Document 00813 Price Adjustments for Structural Steel and Reinforcing Steel, dated October 11, 2018
4. Document 00814 Price Adjustments for Portland Cement concrete Mixes, dated January 12, 2009

- C. Base and Period Prices used to calculate price adjustments shall be as published by the Massachusetts Department of Transportation as presented in Documents 00811 through 00814.

1.02 CONTRACTOR CREDIT TO OWNER SHOULD PRICES DECREASE:

- A. Price adjustments will only be made if the variance between the base price and the period price is Five Percent (5%) or more.

- B. In the instance where the period price is below the base price by 5% or more, then the Contractor shall credit the Owner the adjustment.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 DIESEL FUEL AND GASOLINE:

- A. Price adjustments shall be determined based on documented quantities of diesel fuel and gasoline usage for site dedicated equipment. This methodology shall replace the price adjustment basis on fuel usage factors, as described within the Massachusetts Department of Transportation Document 00812.
- B. All site dedicated equipment shall be approved by the Engineer for the calculation of any qualifying price adjustment. Prior to the start of work the Contractor shall submit to the Engineer a list of all dedicated equipment for the project. The Contractor shall forward updated submittals, as necessary, throughout the duration of the contract. Only that equipment included within the current approved list shall be considered eligible for calculating a price adjustment under this Section 01250.
- C. The Contractor shall submit fuel delivery slips to the Engineer as a basis for calculating total diesel fuel and gasoline usage for site dedicated equipment. At a minimum, the delivery slips will include the name of the fuel delivery company, the date and location of fueling, the type of fuel, description of the fueled equipment and the quantity for each type of fuel delivered in gallons. Any slips not providing the minimum information shall not be included in the calculation of total diesel fuel and gasoline usage for price adjustment purposes.

3.02 LIQUID ASPHALT:

- A. The "Period Price Method" shall be used to determine price adjustments. For projects utilizing reclaimed asphalt include Reclaimed Asphalt Pavement (RAP) Factor (0.0 to <1.0) in calculation of the total price adjustment. Otherwise, use RAP Factor = 1.0.
- B. For bid items involving asphalt paving that are measured and paid on a linear foot basis, or some other basis besides tonnage, the number of tons shall be determined by the Engineer using compacted measure of thickness within the established payment limits.

- C. Asphalt paving not separately measured for payment but rather included as an incidental component of work under a related bid item shall not be considered for price adjustment.

3.03 STRUCTURAL AND REINFORCING STEEL:

- A. Steel price adjustments shall not be made for water and sewer projects.
- B. Period prices for steel are subject to change up to four (4) months after the date of original publication. Therefore, no price adjustment will be made until the index for the period is finalized.

3.04 PORTLAND CEMENT AND CONCRETE:

- A. The price adjustment applies to all projects contained herein in Section 1.01A.
- B. Field Concrete used in water and sewer projects, typically used for thrust blocks and concrete encasement, shall not be considered for price adjustment. Cast-in-place concrete used on these projects will be included in the price adjustment determination.

END OF SECTION

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ATTACHMENT FOR SECTION 01250 PRICE ADJUSTMENTS

MASSDOT DOCUMENTS 00811-00814

DOCUMENT 00811
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES
ENGLISH AND METRIC UNITS
Revised: 07/08/2016

This provision applies to all projects using greater than 100 tons (91 megagrams) of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

Price Adjustments will be based on the variance in price, for the liquid asphalt component only, between the Base Price and the Period Price. They shall not include transportation or other charges. Price Adjustments will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined by the Department at the time of the bid using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids.

Period Price

The Period Price is the price of liquid asphalt for each monthly period as determined by the Department using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. The Department will post this Period Price on its website at <http://www.mhd.state.ma.us/> within two (2) business days following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the Department the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor. This method of period price determination was formerly called the New Asphalt Period Price Method. Separate website postings using both the New Asphalt Period Price Method and the Old Asphalt Period Price Method were discontinued after June 2013.

Price Adjustment Determination, Calculation and Payment

The Contract Price of the HMA mixture will be paid under the respective item in the Contract. Price Adjustments, as herein provided, either upwards or downwards, will be made after the work has been performed using the monthly period price for the month during which the work was performed.

Price Adjustments will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

Price Adjustments will be separate payment items. The pay item numbers are 999.401 for a positive price adjustment (a payment) and 999.402 for a negative price adjustment (a deduction). Price Adjustments will be calculated using the following equation:

Price Adjustment = Tons of HMA Placed X Liquid Asphalt Content % X RAP Factor X (Period Price - Base Price)

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

***** END OF DOCUMENT *****

DOCUMENT 00812

SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –
ENGLISH UNITS

Revised: 01/26/2009

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (www.mhd.state.ma.us) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144., 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY.	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

***** END OF DOCUMENT *****

DOCUMENT 00813

SPECIAL PROVISIONS

PRICE ADJUSTMENTS FOR STRUCTURAL STEEL AND REINFORCING STEEL

October 11, 2018

This special provision applies to all projects containing the use of structural steel and/or reinforcing steel as specified elsewhere in the Contract work. It applies to all structural steel and all reinforcing steel, as defined below, on the project. Compliance with this provision is mandatory, i.e., there are no “opt-in” or “opt-out” clauses. Price adjustments will be handled as described below and shall only apply to unfabricated reinforcing steel bars and unfabricated structural steel material, consisting of rolled shapes, plate steel, sheet piling, pipe piles, steel castings and steel forgings, and.

Price adjustments will be variances between Base Prices and Period Prices. Base Prices and Period Prices are defined below.

Price adjustments will only be made if the variances between Base Prices and Period Prices are 5% or more. A variance can result in the Period Price being either higher or lower than the Base Price. Once the 5% threshold has been achieved, the adjustment will apply to the full variance between the Base Price and the Period Price.

Price adjustments will be calculated by multiplying the number of pounds of unfabricated structural steel material or unfabricated reinforcing steel bars on a project by the index factor calculated as shown below under Example of a Period Price Calculation.

Price adjustments will *not* include guardrail panels or the costs of shop drawing preparation, handling, fabrication, coatings, transportation, storage, installation, profit, overhead, fuel costs, fuel surcharges, or other such charges not related to the cost of the unfabricated structural steel and unfabricated reinforcing steel.

The weight of steel subject to a price adjustment shall not exceed the final shipping weight of the fabricated part by more than 10%.

Base Prices and Period Prices are defined as follows:

Base Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are fixed prices determined by the Department and found in the table below. While it is the intention of the Department to make this table comprehensive, some of a project’s unfabricated structural steel and/or unfabricated reinforcing steel may be inadvertently omitted. Should this occur, the Contractor shall bring the omission to the Department’s attention so that a contract alteration may be processed that adds the missing steel to the table and its price adjustments to the Contract.

The Base Price Date is the month and year in which MassDOT opened bids for the project. This date is used to select the Base Price Index.

Period Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are variable prices that have been calculated using the Period Price Date and an index of steel prices to adjust the Base Price.

The Period Price Date is the date the steel was delivered to the fabricator as evidenced by an official bill of lading submitted to the Department containing a description of the shipped materials, weights of the shipped materials and the date of shipment. This date is used to select the Period Price Index.

The index used for the calculation of Period Prices is the U.S. Department of Labor Bureau of Labor Statistics Producer Price Index (PPI) Series ID WPU101702 (Not Seasonally Adjusted, Group: Metals and Metal Products, Item: Semi-finished Steel Mill Products.) As this index is subject to revision for a period of up to four (4) months after its original publication, no price adjustments will be made until the index for the period is finalized, i.e., the index is no longer suffixed with a “(P)”.

Period Prices are determined as follows:

Period Price = Base Price X Index Factor

Index Factor = Period Price Index / Base Price Index

Example of a Period Price Calculation:

Calculate the Period Price for December 2009 using a Base Price from March 2009 of \$0.82/Pound for 1,000 Pounds of ASTM A709 (AASHTO M270) Grade A36 Structural Steel Plate.

The Period Price Date is December 2009. From the PPI website*, the Period Price Index = 218.0.

The Base Price Date is March 2009. From the PPI website*, the Base Price Index = 229.4.

Index Factor = Period Price Index / Base Price Index = 218.0 / 229.4 = 0.950

Period Price = Base Price X Index Factor = \$0.82/Pound X 0.950 = \$0.78/Pound

Since \$0.82 - \$0.78 = \$0.04 is less than 5% of \$0.82, no price adjustment is required.

If the \$0.04 difference shown above was greater than 5% of the Base Price, then the price adjustment would be 1,000 Pounds X \$0.04/Pound = \$40.00. Since the Period Price of \$0.78/Pound is less than the Base Price of \$0.82/Pound, indicating a drop in the price of steel between the bid and the delivery of material, a credit of \$40.00 would be owed to MassDOT. When the Period Price is higher than the Base Price, the price adjustment is owed to the Contractor.

* To access the PPI website and obtain a Base Price Index or a Period Price Index, go to

<http://data.bls.gov/cgi-bin/srgate>

End of example.

The Contractor will be paid for unfabricated structural steel and unfabricated reinforcing steel under the respective contract pay items for all components constructed of either structural steel or reinforced Portland cement concrete under their respective Contract Pay Items.

Price adjustments, as herein provided for, will be paid separately as follows:

Structural Steel

Pay Item Number 999.449 for positive (+) pay adjustments (payments to the Contractor)

Pay Item Number 999.457 for negative (-) pay adjustments (credits to MassDOT Highway Division)

Reinforcing Steel

Pay Item Number 999.466 for positive (+) pay adjustments (payments to the Contractor)

Pay Item Number 999.467 for negative (-) pay adjustments (credits to MassDOT Highway Division)

No price adjustment will be made for price changes after the Contract Completion Date, unless the MassDOT Highway Division has approved an extension of Contract Time for the Contract.

BASE PRICES

The Department's table of Base Prices specified above is updated monthly. The current table is attached to this Document 00813 and included in each new contract.

DOCUMENT 00814

SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES

January 12, 2009

This provision applies to all projects using greater than 100 Cubic Yards (76 Cubic Meters) of Portland cement concrete containing Portland cement as stipulated in the Notice to Contractors section of the Bid Documents. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price (see below) and found in the Notice to Contractors.

The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the **Construction Economics** section of *ENR Engineering News-Record* magazine or at the ENR website <http://www.enr.com> under **Construction Economics**. The Period Price will be posted on the MassHighway website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01. No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

*

END OF DOCUMENT

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 - DESCRIPTION

1.01 GENERAL:

- A. The following subsections describe the measurement of and payment for the work to be done under the items listed in Section 00410, FORM OF GENERAL BID.
- B. All work performed as described in these contract documents will be paid for under one or more of the items listed in the FORM OF GENERAL BID. All other activities required in connection with performance of the work, including all work required under Division 1, GENERAL REQUIREMENTS, whether described in the contract documents or mandated by applicable codes, permits and laws, will not be separately paid for unless specifically provided for in the FORM OF GENERAL BID, but will be considered incidental to performance of the overall project.
- C. Each unit or lump-sum price stated in the FORM OF GENERAL BID shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications, including cleanup.
- D. The payment items listed herein and in the FORM OF GENERAL BID are intended to provide full payment for the work shown on the drawings and specified herein. Any work called for or implied in the documents but not listed as a payment item shall be considered incidental to the overall project.
- E. Unless otherwise noted, each item shall be furnished and installed in accordance with the technical section whether a specific applicable payment item exists or not.
- F. Unless otherwise noted, all earthwork shall be included under any item requiring excavation. The prices for those items that involve excavation shall include compensation for disposal of surplus excavated material, and installation of all necessary sheeting and bracing.
- G. In all items involving excavation, the price shall be based on doing the entire excavation in earth. Where rock is excavated, the price therefor shall be in addition to the cost of excavating earth and no deduction shall be made in the amount for earth excavation.
- H. The price for all pipe items for drains shall constitute full compensation for asphalt sawcutting, earth excavation, sheeting, dewatering, bedding, furnishing, laying, jointing, and testing pipe; backfill; crushed stone bedding; and cleaning up.
- I. No payment shall be made for any item until compaction testing has been approved and is in conformance with the contract documents.

1.02 DRAINAGE CULVERT AND PIPE COMPLETE IN PLACE:

- A. The length of drain to be paid for under the appropriate subdivisions of this item shall be measured by the linear foot along the completed drain, from end of drain to end of drain.
- B. The unit prices under the appropriate subdivisions of this item shall constitute full compensation for constructing the drains, complete in place, as indicated on the drawings and as specified, including furnishing and installing culvert and pipe and fittings, excavation, backfill, bedding, select material, clearing, grubbing, testing, disposal of all excess materials, filter fabric, crushed stone, and all incidental work necessary to complete the drainage culvert and pipe as shown on the drawings and as specified herein.
- C. Payment shall be made at the contract unit prices under the subdivisions of the item "Drainage Culvert and Pipe Complete in Place."

1.03 HEADWALLS AND WINGWALLS COMPLETE IN PLACE:

- A. Headwall and wingwalls shall be paid at the contract lump sum price for the Item "Headwalls and Wingwalls, Complete in Place." Lump sum price includes the inlet and outlet headwalls and wingwalls at each culvert.
- B. The unit price for this item shall include the clearing and grubbing, excavation, crushed stone bedding, foundation, filter fabric, backfill; furnishing and installing precast concrete headwalls and wingwalls, gaskets, sealants, connections, chain link fence, coring, grouting, disposal of excess materials and all incidental work necessary to complete the inlet and outlet headwalls and wingwalls for each culvert as shown on the drawings and as specified herein.

1.04 ROCK EXCAVATION AND DISPOSAL:

- A. The cost of pre-blast surveys, vibration air blast monitoring, blasting records and post-blast inspection shall be considered incidental to the cost of rock excavation and disposal and will not be separately paid.
- B. Rock excavated and disposed of off-site by the Contractor shall be measured by the cubic yard, within the limits of excavation as defined in Paragraph C below.
- C. Payment limits for rock excavation in trenches containing one pipe shall be as defined on the drawings. When two or more pipes are installed parallel to one another and the trench payment limits overlap, rock excavation in the overlap section will only be paid once.
- D. Where rock is encountered, it shall be uncovered but not excavated until measurements have been made by the Engineer, unless in the opinion of the Engineer, satisfactory measurements can be made in some other manner.

- E. Payment for this item includes rock excavation and disposal, furnishing and installing gravel borrow in its place, and providing all required documentation.
- F. The bidder should include in his bid for items involving excavation, the cost of doing the entire excavation as earth, the price for the Item "Rock Excavation and Disposal" being intended to cover the difference between the cost of rock excavation and the cost of earth excavation. The price for this item shall be paid in addition to any payment made for earth excavation.
- G. For all manholes and structures, measurement will be to one foot outside the widest dimension of the structure or shall be the maximum connecting trench width, whichever is greater. No allowance will be made for overbreakage.

1.05 MISCELLANEOUS EARTHWORK:

A. CHANGES IN EARTHWORK:

- 1. Should it be necessary to lower the pipeline below the grade indicated on the drawings for any reason, the additional excavation and backfill shall be measured per cubic yard within payment limits under the item "Changes in Earthwork."
- 2. Changes in earthwork shall be measured per cubic yard for work completed as ordered, under the "Changes in Earthwork" item.
- 3. Changes in earthwork shall be paid at the contract unit price for work completed.

B. UNSUITABLE MATERIAL:

- 1. If, in the opinion of the Engineer, the material at, above, or below normal grade is unsuitable for use as backfill, it shall be removed and disposed of to such depths and widths within the limits of payment as he may order. Normal grade is defined as the elevation of the trench bottom, as shown on the drawings.
- 2. Unsuitable material includes peat, other organic materials, and trash. Unsuitable material does not include material that is suitable for backfill with the exception that it contains stones larger than permitted. The Contractor has the option of removing the oversized stones and using the material for backfill or providing backfill material, as defined in Section 02300, EARTHWORK, at no additional cost to the Owner.
- 3. The quantity of excavation and backfill of unsuitable material to be included for payment shall be the number of cubic yards of material ordered to be removed and measured by the Engineer within the normal trench limits shown on the contract drawings.
- 4. Removal of topsoil, paving materials, frozen material or rock excavation will not

be considered for payment under this item.

5. The unit price for this item shall constitute full compensation for excavation of unsuitable material, disposal of unsuitable material and furnishing, installing and compacting approved backfill materials noted in Section 02300, EARTHWORK.
6. Payment shall be made at the contract unit price under the item "Unsuitable Material."
7. The Contractor will not be reimbursed for excavation of unsuitable material, which has not been ordered by the Engineer.

C. TEST PITS:

1. Test pits as ordered by the Engineer and not incidental to construction shall be measured per cubic yard excavated and backfilled under the Item "Test Pits."
2. Test pits shall be paid at the contract unit price under the item "Test Pits." The unit price under this item shall constitute full compensation for all excavation, backfill, pavement repair, surface restoration, or other work incidental to excavation or restoration of test pits.

D. ADDITIONAL CRUSHED STONE:

1. Additional crushed stone ordered by the Engineer shall be measured in place per cubic yard installed.
2. Additional crushed stone shall be paid at the contract price for work completed and shall constitute full compensation for furnishing and placing crushed stone.

1.06 WATER BYPASS:

- A. Water bypass shall be paid at the contract lump sum price for the Item "Water Bypass".
- B. The lump sum price shall constitute full compensation for constructing the water bypass, complete in place, as indicated on the drawings and as specified, including furnishing and installing pipe and fittings, excavation, backfill, bedding, select material, clearing, grubbing, scour hole, berm, fish screen, disposal of all excess materials, filter fabric, crushed stone, and all work incidental thereto and not specifically included for payment under other items.

1.07 SURFACE RESTORATION:

A. LOAMING AND SEEDING:

1. Loaming and seeding shall be paid at the contract unit price per square yard for the Item "Loaming and Seeding." This item shall include all materials, slope

erosion protection, labor, and equipment required to loam and seed areas shown on the drawings and disturbed by the Contactor's operations.

2. Removal and disposal of existing bituminous concrete and road base in areas to be loamed and seeded shall be considered incidental to loaming and seeding.

B. STONE SCOUR HOLE:

1. Stone scour hole shall be measured per square yard of scour hole furnished and installed as shown on the drawings and shall be paid at the contract unit price for the item "Stone Scour Hole".
2. The unit price for this item shall include clearing and grubbing, excavation, gravel fill, erosion control fabric, native stone for pipe ends, silt fence and all incidental work necessary to complete the scour hole as shown on the drawings and as specified herein.

C. SLOPE STABILIZATION:

1. Slope stabilization shall be measured per square yard of slope stabilization installed as shown on the drawings and shall be paid at the contract unit price for the item "Slope Stabilization".
2. The unit price for this item shall include clearing and grubbing, excavation, removal and disposal of existing material, gravel fill, loam, seed, erosion control fabric and all incidental work necessary to complete the slope stabilization as shown on the drawings and as specified herein.

D. GRASSED SWALE:

1. Grassed swale shall be measured per square yard of grassed swale installed as shown on the drawings and shall be paid at the contract unit price for the item "Grassed Swale".
2. The unit price for this item shall include clearing and grubbing, excavation, removal and disposal of existing material, gravel fill, loam, seed, erosion control fabric, turf reinforcement mat and all incidental work necessary to complete the grassed swale as shown on the drawings and as specified herein.

E. WETLANDS REPLICATION:

1. Wetlands replication shall be measured per square foot of wetlands replication installed as shown on the drawings and shall be paid at the contract unit price for the item "Wetlands Replication".
2. The unit price for this item shall include excavation, removal, protection, storage and replanting of existing wetlands vegetation, disposal of existing material,

wetlands soils, plantings as shown on the drawings, seed mix and all incidental work necessary to complete the wetlands replication as shown on the drawings and as specified herein.

1.08 ENVIRONMENTAL PROTECTION:

A. TEMPORARY SILT FENCE:

Temporary silt fence shall be measured per linear foot of silt fence installed and maintained and shall be paid at the contract unit price under the item "Temporary Silt Fence". This item shall include the removal and disposal of silt fence after disturbed areas have stabilized and maintenance of the silt fence throughout the duration of the project.

B. STRAW WATTLES:

Straw wattles shall be measured per linear foot of straw wattle installed and maintained and shall be paid at the contract unit price under the item "Straw Wattle". This item shall include the removal and disposal of straw wattles at the completion of the project and maintenance of the straw wattles throughout the duration of the project.

C. CALCIUM CHLORIDE FOR DUST CONTROL:

Calcium chloride shall be measured per pound applied as required by the Engineer and shall be paid at the contract unit price under the item "Calcium Chloride for Dust Control".

1.09 PAVEMENT REPLACEMENT:

A. BITUMINOUS PAVEMENT:

1. Bituminous pavement shall be measured per linear foot, square yard or ton of work completed and shall be paid at the contract unit prices under the subdivisions of the item "Pavement Replacement" as further described below.
2. Pavement disturbed by the Contractor's operations outside of payment limits shall not be paid for under these items, but shall be repaired to its original condition by the Contractor at no additional cost to the Owner.
3. Items measured per linear foot shall be measured along the centerline of the completed pipeline(s) trench.

B. TEMPORARY TRENCH PAVEMENT:

Temporary trench pavement shall be measured per linear foot of pipe trench and shall include furnishing, preparation, and installation of compacted gravel borrow subbase, tack coat, temporary trench top course pavement or as shown on the drawings or as

specified. The work of this item shall also include compaction testing as specified in Section 02300, EARTHWORK. Work under this item shall be paid at the contract unit price under the item "Temporary Trench Pavement."

C. MILLING:

Milling of pavement to meet the grading requirements of the drawings and specifications and disposal of any excess material shall be measured per square yard and shall be paid at the contract unit price under the item "Milling."

D. ROAD RECONSTRUCTION:

Road reconstruction shall be measured per square yard and shall include removal and disposal of existing bituminous pavement and excavation and disposal of existing material to allow for installation of the compacted gravel subbase, binder course pavement, and top course pavement. The work of this item shall also include furnishing, installing, and compacting the gravel subbase, fine grading the area as shown on the drawings and furnishing, installing, and grading the gravel subbase beneath the bituminous curb. Work under this item shall be paid at the contract unit price under the item "Road Reconstruction."

E. BINDER COURSE PAVEMENT:

Binder course pavement shall be measured per ton and shall include furnishing, preparation and installation of permanent binder course pavement, as shown on the drawings and as specified. Work under this item shall be paid at the contract unit price under the item "Binder Course Pavement."

F. TOP COURSE PAVEMENT:

Top course pavement shall be measured per ton and shall include furnishing, preparation and installation of trueing and leveling course, keyways, pavement markings, and permanent top course pavement, as shown on the drawings and as specified. Work under this item shall be paid at the contract unit price under the item "Top Course Pavement."

G. ADDITIONAL PAVEMENT:

Additional Pavement ordered by the Engineer shall include either binder or top course pavements and shall be measured per ton and paid under the item "Additional Pavement".

H. BITUMINOUS DRIVEWAY APRONS:

Bituminous driveway aprons shall include removal and disposal of existing pavement, keyways, installation of 2 courses of pavement and subbase, and gravel or loam pavement backing as required. It shall be measured per square yard and paid for under

the item "Bituminous Driveway Aprons". Work under this Item shall also include bituminous backing, as required, for concrete aprons.

- I. Removal and disposal of existing bituminous concrete and excess materials shall not be separately measured for payment but shall be considered incidental to the project.

1.10 TREE REMOVAL:

Removal and disposal of existing trees identified on the Drawings shall be measured per tree removed and shall be paid at the contract unit price under the item "Tree Removal." The work shall include all labor, materials, and equipment required to properly remove and dispose of the tree and grub the stump in accordance with the Drawings and specifications.

1.11 GUARD RAIL:

The installation of the steel highway guard rails shall be measured per linear foot installed and shall be paid at the contract unit price under the item "Guard Rail." This item shall include removing and properly disposing of the existing guard rail posts and cables, furnishing and installation of the guard rail as indicated on the drawings and as specified within the contract documents. The work shall include all labor, materials, and equipment required for installation of the guard rail.

1.12 FLAGGERS FOR TRAFFIC CONTROL:

- A. The services of flaggers for traffic control shall be measured per hour worked and paid at the contract unit prices under the subdivisions of the item "Traffic Control." The unit prices under this item include administration charges required.
- B. Payment will be made based on invoices submitted by the traffic authority to the Contractor. The Contractor shall forward copies of these invoices to the Engineer and include the cost in his Application for Payment. Actual payment to the traffic authority shall be made by the Contractor and the Contractor shall be reimbursed by the Owner through the payment estimate.
- C. There is a four hour minimum for flaggers. Payment for time over 8 hours in one date shall be at 1-½ times the base pay. Contractor shall complete all work within normal working hours, without requiring overtime.
- D. The Contractor shall provide four-hour notification of cancellation.
- E. PUBLIC SAFETY AND TRAFFIC PROTECTION:
 - 1. The Contractor shall provide all road construction warning signs, traffic cones, barriers and other devices required to provide for the safe passage of traffic in construction areas, including provisions for alternating one-way traffic, and any additional signage required by the Owner. Suitable ingress and egress shall be

provided at all times for all intersection roads and for all driveways.

2. Unless otherwise indicated, the work of this section shall not be separately measured for payment, but shall be considered incidental to the project.

1.13 MOBILIZATION:

The lump sum for this item shall constitute full compensation to the Contractor for the general mobilization necessary to make the contract operational, exclusive of the cost of materials. The total for mobilization shall not exceed 5 percent of the total of all bid items excluding this item.

1.14 HANDLING EXISTING FLOWS:

Unless otherwise indicated, the work of this section shall not be separately measured for payment, but shall be considered incidental to the project.

1.15 SUPPORT OF EXCAVATION:

Unless otherwise indicated, the work of this section shall not be separately measured for payment, but shall be considered incidental to the project.

1.16 DEWATERING:

Unless otherwise indicated, the work of this section, including but not limited to pumps, containment berm, suction and discharge hoses and dewatering bag, shall not be separately measured for payment, but shall be considered incidental to the project.

1.17 SIGNAGE (TRAFFIC CONTROL):

Unless otherwise indicated, the work of this section shall not be separately measured for payment, but shall be considered incidental to the project.

1.18 CLEARING AND GRUBBING:

Unless otherwise indicated, the work of this section shall not be separately measured for payment, but shall be considered incidental to the project.

1.19 TRACER TAPE:

Unless otherwise indicated, the work of this section shall not be separately measured for payment, but shall be considered incidental to the project.

1.20 COMPACTION TESTING:

Compaction testing as specified in Section 002300, EARTHWORK, shall not be separately measured for payment but shall be considered incidental to the project.

1.21 FIELD CONCRETE:

Unless otherwise indicated, the work of this section shall not be separately measured for payment, but shall be considered incidental to the project.

1.22 PROTECT EXISTING UTILITY POLE AND UNDERGROUND/OVERHEAD WIRES:

Unless otherwise indicated, the work of this section shall not be separately measured for payment, but shall be considered incidental to the project.

1.23 STOCKPILE AREA:

Unless otherwise indicated, the work of this section, including but not limited to clearing, filter fabric and straw bales, shall not be separately measured for payment, but shall be considered incidental to the project.

1.24 PRICE ADJUSTMENTS MANDATED BY MGL CHAPTER 30, SECTION 38A

Price adjustments for certain payment items shall be as described in Specification Section 01250, PRICE ADJUSTMENTS. Payment shall be made at the unit prices included in Section 00410 or, if no such items are contained in Section 00410, by change order.

PART 2 – BID FORMAT

2.01 BASE BID

Base Bid for this project consists of the work associated with Culvert 160, Items 1a thru 12a, as designated in BID FORM FOR UNIT PRICE CONTRACTS of the specifications.

2.02 ALTERNATE 1:

Alternate 1 for this project consists of the work associated with Culvert 161, Items 13a thru 23a, as designated in BID FORM FOR UNIT PRICE CONTRACTS of the specifications. If sufficient funds are available, the Owner may choose to add Alternate 1 to the Base Bid.

Lump sum and unit prices for items included in Alternate 1 shall be equal to the lump sum and unit prices included in the Base Bid with the exception of headwalls and wingwalls, water bypass, and mobilization.

END OF SECTION

SECTION 01330

SUBMITTALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall provide the Engineer with submittals as required by the contract documents.

1.02 RELATED WORK:

- A. Divisions 1 – 3 of these specifications that require submittals.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 GENERAL:

- A. As required by the General Conditions, Contractor shall submit a schedule of shop and working drawing submittals.
- B. The Contractor shall submit the shop and working drawing submittals either electronically or hard copy.

3.02 ELECTRONIC SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer by email (stortiw@wseinc.com) one electronic copy in Portable Document Format (PDF) of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each electronic copy of the shop or working drawing shall be accompanied by the Engineer's standard shop drawing transmittal form, included as Exhibit 1 of this section (use only for electronic submittals), on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.
- C. The Contractor shall receive a shop drawing memorandum with the Engineer's approval or comments via email.

3.04 SHOP AND WORKING DRAWINGS:

- A. Shop and working drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish of shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.
- B. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24-inch by 36-inch sheets, except those, which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Owner, Project, Contractor and building, equipment or structure to which the drawing applies, and shall be suitably numbered. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names mentioned above.
- C. Only drawings that have been prepared, checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Contract Documents in all respects. Shop drawings shall be reviewed and marked with the date, checker's name and indication of the Contractor's approval, and only then shall be submitted to the Engineer. Shop drawings unsatisfactory to the Contractor shall be returned directly to their source for correction, without submittal to the Engineer. Shop drawings submitted to the Engineer without the Contractor's approval stamp and signature will be rejected. Any deviation from the Contract Documents indicated on the shop drawings must be identified on the drawings and in a separate submittal to the Engineer, as required in this section of the specifications and General Conditions.
- D. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop and working drawings so that there will be no delay in the work due to the absence of such drawings.
- E. The Engineer will review the shop and working drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner. The review of the shop drawings is general and shall not relieve the Contractor of the responsibility for details of design, dimensions, code compliance, etc., necessary for interfacing with other components, proper fitting and construction of the work required by the Contract and for achieving the

- specified performance. The Engineer will review submittals two times: once upon original submission and a second time if the Engineer requires a revision or corrections. The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for performing any review of a submittal for the third time or greater.
- F. With few exceptions, shop drawings will be reviewed and returned to the Contractor within 30 days of submittal.
 - G. No material or equipment shall be purchased or fabricated especially for this Contract nor shall the Contractor proceed with any portion of the work, the design and details of which are dependent upon the design and details of equipment or other features for which review is required, until the required shop and working drawings have been submitted and reviewed by the Engineer as to their general conformance and compliance with the project and its Contract Documents. All materials and work involved in the construction shall then be as represented by said drawings.
 - H. Two copies of the shop and working drawings and/or catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when he needs more than two copies or when so requested.

END OF SECTION

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EXHIBIT 1 TO SECTION 01330 SUBMITTALS
SHOP DRAWING TRANSMITTAL FORM

Instructions for Preparing Transmittal

No action will be taken on any item unless accompanied by this form. Type or print all entries.

TRANSMITTAL NOS. To be consecutive (1, 2, 3, etc.).

Each resubmittal of same item shall use same number with suffix letter (A, B, etc.).

SPEC. SECT. NO: Only one spec. section no. to each transmittal.

DESCRIPTION: Complete identification of document or group of documents.

SOURCE: Originator of document(s) being submitted.

DRAWING NO: Identification of document(s).

NO. OF COPIES: Usually 6 or as directed/specified.

CONTRACT DRAWING REFERENCE: Contract drawing number(s) showing details of document(s) being submitted.

SPECIAL INSTRUCTIONS: Special cases and emergencies, changes in distribution and special handling requests, etc. should be entered here.

SIGNATURE OF CONTRACTOR: Signature of individual who reviews and approves material prior to submittal to engineer.

Contractor to retain one copy.

THIS SECTION TO BE COMPLETED BY CONTRACTOR

TRANSM. NO.	SPEC. SECT. NO.	DATE	CONTRACTOR'S JOB NO.	WESTON & SAMPSON JOB NO. ENG20-0442			
PROJECT NAME & CONTRACT NO. Wheelock Street Culvert Replacement Project		LOCATION Erving, MA					
Attention: Weston & Sampson 712 Brook Street, Suite 103 Rocky Hill, CT 06067		TRANSMITTED VIA:					
ITEM NO.	DESCRIPTION	SOURCE	DRAWING NO. CATALOG NO. BROCHURE, ETC.	NO. OF COPIES	CONTRACT DRAW REF.	By Weston & Sampson ACTION CODE	REVIEWED BY
1							
2							
3							
4							

THIS CERTIFIES THAT ALL ITEMS SUBMITTED HEREWITH HAVE BEEN CHECKED BY THE CONTRACTOR, ARE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, EXCEPT AS NOTED, AND ARE APPROVED BY THE CONTRACTOR FOR THIS PROJECT.

SPECIAL INSTRUCTIONS:

(FOR CONTRACTOR)
SIGNATURE & TITLE:

THIS SECTION TO BE COMPLETED BY WESTON & SAMPSON

ACTION CODE

- 1 – NO EXCEPTIONS TAKEN
 - 2 – MAKE CORRECTIONS NOTED
 - 3 – AMEND AND RESUBMIT
 - 4 – REJECTED – SEE REMARKS
 - 5 – ACKNOWLEDGEMENT
- a. INSTALLATION SHALL PROCEED ONLY WHEN ACTION CODE IS 1 OR 2
- b. ACTION CODED 3 SHALL BE RESUBMITTED WITHIN TIME LIMIT SET IN CONTRACT.
- c. REVIEW DOES NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY OF COMPLIANCE WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS.

FIELD OFFICE

REC'D BY

DATE

BY

DATE

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SECTION 01550

SIGNAGE (TRAFFIC CONTROL)

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers furnishing and installing traffic control signs and other devices.

1.02 SYSTEM DESCRIPTION:

The Contractor shall furnish and install all construction signs deemed necessary by and in accordance with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices(MUTCD) as published by the U.S. Department of Transportation.

PART 2 - PRODUCTS

2.01 TRAFFIC WARNING AND REGULATING DEVICES:

Contractor shall provide warning signs, barricades and other devices in accordance with the specifications provided in the MUTCD. Size of signs, lettering, colors, method of support and other factors prescribed in the MUTCD shall be adhered to.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Contractor shall erect barricades, barrier fences, traffic signs, and other traffic control devices as required by the MUTCD, or as required by the Engineer, to protect the work area from traffic, pedestrians, and animals.
- B. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses.
- C. Unless extended protection is required for specific areas, when the work has been completed, all temporary warning and regulatory devices used by the Contractor shall be removed so that traffic can move unimpeded through the area.

END OF SECTION

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SECTION 01552

CONSTRUCTION ZONE SAFETY PLAN

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers the provisions for complying with Commonwealth of Massachusetts requirements for construction zone safety plans on public works projects.

1.02 DESCRIPTION:

- A. The Contractor shall implement traffic safety and control measures through the construction zone through road closures and detours and mitigate impacts on traffic outside of the construction zone in accordance with these contract documents.

1.03 RELATED WORK:

- A. SECTION 01110, CONTROL OF WORK AND MATERIALS (MAINTENANCE OF TRAFFIC)
- B. SECTION 01550, SIGNAGE (TRAFFIC CONTROL)
- C. SECTION 01553, UNIFORMED OFFICERS FOR TEMPORARY TRAFFIC CONTROL
- D. SECTION 01554, ROAD FLAGGERS FOR TEMPORARY TRAFFIC CONTROL

1.04 REFERENCES:

701 CMR 7.00 Use of Road Flaggers and Police Details on Public Works Projects

Massachusetts Department of Transportation Standard Specifications for Highways and Bridges – latest edition

PART 2 - PRODUCTS

- 2.01 Traffic control devices utilized by the Contractor shall meet the requirements of these contract documents and the latest Massachusetts Department of Transportation (MassDOT) Standard Specifications and Manual On Uniform Traffic Control Devices (MUTCD).

PART 3 - EXECUTION

3.01 OPERATION:

- A. Contractor shall be responsible for providing all temporary traffic control devices including barricades, barrier fences, signs, drums, cones, impact attenuators and other traffic control devices in accordance with typical traffic management plans and details shown on the drawings or as required by the Engineer.
- B. The Contractor shall prepare temporary traffic management plans and details that deviates significantly from the typical plans shown on the drawings and submit to the Engineer for review and approval prior to start of the work.
- C. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses as required by the Owner's Traffic Control Officer or the Engineer.
- D. Police details and/or road flaggers shall be utilized on this project.
- E. If police details and/or road flaggers fail to show up for work at the construction zone at the usual time for start of work, or otherwise leave the jobsite before work is completed for the day, the provisions of the Alternative Plan will be followed by the Contractor.

3.02 ALTERNATIVE PLAN:

- A. In accordance with 701 CMR 7.06(6), whenever required police details/road flaggers do not arrive on time or fail to show up for work, the Alternative Plan will be implemented by the Contractor.
- B. The Alternative Plan for this project is as follows:
 - 1. Contact MassDOT District Area Construction Engineer, local police department and municipality to inform them the scheduled police detail has failed to show up at the project site and that road flaggers are being utilized.
 - 2. If construction zone is within a high-speed area (> 40mph) the Contractor cannot use road flaggers and must stop work until police details arrive. If construction zone is within a low-speed area (< 40mph) the Contractor can use road flaggers who have been trained and certified in temporary roadway flagging.
 - 3. Redeploy crew to work in areas not requiring temporary traffic control (if available).

END OF SECTION

SECTION 01554

ROAD FLAGGERS FOR TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers the provisions for complying with MassDOT requirements for construction zone safety plans on public works projects where roadway traffic flaggers are specified.

1.02 DESCRIPTION:

The Contractor shall utilize roadway traffic flaggers (flaggers) in the locations specified in Section 01552 CONSTRUCTION ZONE SAFETY PLAN.

1.03 RELATED WORK:

- A. SECTION 01552, CONSTRUCTION ZONE SAFETY PLAN

1.04 REFERENCES:

701 CMR 7.00 Use of Road Flaggers and Police Details on Public Works Projects

Massachusetts Department of Transportation Standard specifications for Highways and Bridges – latest edition

1.05 FLAGGER TRAINING AND CERTIFICATION REQUIREMENTS:

- A. Flaggers utilized during the performance of the work must possess a certificate of satisfactory completion from a MassDOT-approved flagger training program, such as, but not limited to, those offered by the Associated General Contractors, American Traffic Safety Services Association, American Flagging and Traffic Control, or the National Safety Council, within the previous three (3) years.
- B. Prior to the start of work, the Contractor shall provide to the Engineer a written list of certified flaggers to be used, including the most recent date of certification or recertification for each person listed.
- C. All flaggers shall carry their approved flagging training program certification card with them while performing flagging duties.
- D. All flaggers shall have completed CPR and First Aid training according to the standards and guidelines of the American Heart Association or the American Red Cross. All flaggers

shall carry their CPR/First Aid certification cards with them while performing flagging duties.

- E. All certifications shall remain valid for the duration of the project or the flagger shall be removed from the project.

PART 2 - PRODUCTS

- A. Each flagger shall be equipped with the following high visibility clothing, signaling, and safety devices:
 - (1) A white protective hard hat with a minimum level of reflectivity per the requirements of ANSI, Type I, Class E&G.
 - (2) A clean, unfaded, untorn lime/yellow reflective safety vest and safety pants meeting the requirements of ANSY 107 Class 3 with the words "Traffic Control" on the front and rear panels in minimum two (2) inch (50 millimeter) high letters.
 - (3) A "STOP/SLOW" traffic paddle conforming to the requirements of Part 6E.03 of the Manual on Uniform Traffic Control Devices, a reflectorized red flag, flagger station advance warning signage, and two-way radios capable of providing clear communication within the work zone between flaggers, the Contractor, and the Engineer. The traffic paddle shall be mounted on a pole of sufficient length to be seven (7) feet above the ground as measured from the bottom of the paddle.
 - (4) A working flashlight with a minimum of 15,000 candlepower and a six (6) inch red attachable wand, a whistle with an attached lanyard, and a First Aid kit that complies with the requirements of ANSI Z308.1.

PART 3 - EXECUTION

3.01 OPERATION:

- A. Flaggers shall be utilized in accordance with the appropriate traffic management plan or that the Owner's Authorized Representative deems necessary for the direction and control of traffic.
- B. Any flagger determined by the Authorized Representative or Engineer to be ineffective in controlling traffic may be removed at the discretion of the Engineer. If a flagger is directed to be removed, the contractor shall immediately comply with the directive from the Engineer and shall suspend operations as necessary until a qualified replacement can be provided. Such a suspension of operations shall not be considered as a basis for a claim or an extension of time.

END OF SECTION

SECTION 01562

DUST CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION:

This section of the specification covers the control of dust via calcium chloride and water, complete.

PART 2 - PRODUCTS

2.01 CALCIUM CHLORIDE:

- A. Calcium chloride shall conform to the requirements of AASHTO-M 144, Type I or Type II and Specification for Calcium Chloride, ASTM D98. The calcium chloride shall be packaged in moisture proof bags or in airtight drums with the manufacturer, name of product, net weight, and percentage of calcium chloride guaranteed by the manufacturer legibly marked on each container.
- B. Calcium chloride failing to meet the requirements of the aforementioned specifications or that which has become caked or sticky in shipment, may be rejected by the Engineer.

2.02 WATER:

- A. Water shall not be brackish and shall be free from oil, acid, and injurious alkali or vegetable matter.

PART 3 - EXECUTION

3.01 APPLICATION:

- A. Calcium chloride shall be applied when ordered by the Engineer and only in areas which will not be adversely affected by the application. See Section 01570, ENVIRONMENTAL PROTECTION.
- B. Calcium chloride shall be uniformly applied at the rate of 1-1/2 pounds per square yard or at any other rate as required by the Engineer. Application shall be by means of a mechanical spreader, or other approved methods. The number and frequency of applications shall be determined by the Engineer.
- C. Water may be sprinkler applied with equipment including a tank with gauge-equipped pressure pump and a nozzle-equipped spray bar.

- D. Water shall be dispersed through the nozzle under a minimum pressure of 20 pounds per square inch, gauge pressure.

END OF SECTION

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SECTION 01564

EXISTING FENCES

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. This section of the specification covers the removal and resetting of existing fences.
- B. Where the removal of existing fences, at locations shown on the plans and where required by the Engineer, is required, the Contractor shall remove and reset such fences as required by the Engineer.

PART 2 - PRODUCTS

2.01 FENCING:

- A. The materials removed shall be utilized to reset the fence. Where necessary, new posts and bases shall be furnished and installed by the Contractor. Any materials damaged or lost during or subsequent to removal shall be replaced by the Contractor without additional compensation.
- B. All new materials required shall be equal in quality and design to the materials in the present fences.

PART 3 - EXECUTION

3.01 REMOVAL OF EXISTING FENCES:

- A. The present fences shall be carefully removed together with all appurtenances and satisfactorily stored and protected until required for resetting.

3.02 ERECTION:

- A. Fences shall be reset plumb and to the grades required and shall conform to the original fence or as the Engineer requires. Backfilling around the posts shall consist of suitable material satisfactorily compacted. If the fence posts were originally set in concrete bases they shall be reset in concrete bases.

3.03 PAINTING:

- A. Painting, if required, shall be done as required by the Engineer.

END OF SECTION

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SECTION 01570

ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1.01 DESCRIPTION:

- A. The work covered by this section of the specifications consists of furnishing all labor, materials, tools and equipment and performing all work required for the prevention of environmental pollution during and as a result of construction operations under this contract.
- B. The requirements set forth in this section of the specifications apply to cross-country areas, river and stream crossings, and construction in and adjacent to wetlands, unless otherwise specifically stated.
- C. All work under this Contract shall be in accordance with the Conservation Commissions' Orders of Conditions as well as any conditional requirements applied, all of which are attached to Section 00890, PERMITS.
- D. Prior to commencement of work, the Contractor shall meet with representatives of the Owner and Engineer to develop mutual understandings relative to compliance of the environmental protection program.

1.02 RELATED WORK:

- A. Section 00890, PERMITS
- B. Section 01330, SUBMITTALS
- C. Section 01562, DUST CONTROL
- D. Section 02230, CLEARING AND GRUBBING
- E. Section 02240, DEWATERING
- F. Section 02252, SUPPORT OF EXCAVATION
- G. Section 02300, EARTHWORK
- H. Section 02920, LOAMING AND SEEDING

1.03 SUBMITTALS:

- A. The Contractor shall submit details and literature fully describing environmental protection methods to be employed in carrying out construction activities within 100 feet of wetlands or across areas designated as wetlands.

PART 2 - PRODUCTS

2.01 SILT FENCE:

- A. The silt fence shall consist of a 3-foot wide continuous length sediment control fabric, stitched to a mesh backing, and stapled to preweathered oak posts installed as shown on the drawings. The oak posts shall be 1-1/4-inches by 1-1/4-inches (Minimum Dimension) by 48-inches and shall be tapered. The bottom edge of the silt fence shall be buried as shown on the drawings.
- B. The silt fence shall be DOT Silt Fence PPDM3611, as manufactured by U.S. Silt & Site Supply/Getesco, Concord, NH, or approved equal.
- C. Silt fence properties:

<u>Physical Properties</u>	<u>Test Method</u>	<u>Minimum Value</u>
Grab Strength, lbs.	ASTM-D-4632	124
Grab Elongation, %	ASTM-D-4632	15
Mullen burst, psi	ASTM-D-3786	300
Puncture, lbs.	ASTM-D-4833	65
Trapezoidal Tear, lbs.	ASTM-D-4533	65
UV Resistance ² , % ³	ASTM-D-4355	80@500 hrs.
AOS, US Sieve No.	ASTM-D-4751	30
Flow Rate, gal/min/sq. ft.	ASTM-D-4491	10
Permittivity, (1/sec) gal/min/sq. ft.	ASTM-D-4491	0.05 sec ⁻¹

2.02 STRAW BALES:

- A. Straw bales shall consist of certified seed free stems of agricultural grain and cereal crops and shall be free of grasses and legumes. Standard bales shall be 14-inches high, 18-inches wide and 36- to 40-inches long tied with polypropylene twine and weigh within 5 percent of 7 lbs. per cubic ft.

2.03 STRAW WATTLES:

- A. Straw Wattles shall consist of a 100% biodegradable exterior jute or coir netting with 100% wheat straw interior filling as manufactured by GEI Works, Sebastian, Florida (Phone: 772-646-0597; website: www.erosionpollution.com), or approved equal.

2.04 CATCH BASIN PROTECTION:

- A. To trap sediment and to prevent sediment from clogging drainage systems, catch basin protection in the form of a siltation sack (Siltsack as manufactured by ACF Environmental, Inc. or approved equal) shall be provided as approved by the Engineer.

PART 3- EXECUTION

3.01 NOTIFICATION AND STOPPAGE OF WORK:

- A. The Engineer will notify the Contractor in writing of any non-compliance with the provisions of the Order of Conditions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails to act promptly, the Owner may order stoppage of all or part of the work through the Engineer until satisfactory corrective action has been taken. No claim for an extension of time or for excess costs or damage incurred by the Contractor as a result of time lost due to any stop work orders shall be made unless it was later determined that the Contractor was in compliance.

3.02 AREA OF CONSTRUCTION ACTIVITY:

- A. Insofar as possible, the Contractor shall confine his construction activities to those areas defined by the plans and specifications. All land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction at least equal to that which existed prior to work under this contract.

3.03 PROTECTION OF WATER RESOURCES:

- A. The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acids or other harmful materials. It is the Contractor's responsibility to comply with all applicable Federal, State, County and Municipal laws regarding pollution of rivers and streams.
- B. Special measures should be taken to insure against spillage of any pollutants into public waters.

3.04 CONSTRUCTION IN AREAS DESIGNATED AS WETLANDS ON THE DRAWINGS:

- A. Insofar as possible, the Contractor shall make every effort to minimize disturbance within areas designated as wetlands or within 100-feet of wetland resource areas. Total easement widths shall be limited to the widths shown.
- B. The Contractor shall perform his work in such a way that these areas are left in the condition existing prior to construction.

3.05 LOCATION OF STORAGE AREAS:

- A. The location of the Contractor's storage areas for equipment and/or materials shall be upon cleared portions of the job site or areas to be cleared as a part of this project, and shall require written approval of the Engineer. Plans showing storage facilities for equipment and materials shall be submitted for approval of the Engineer.
- B. No excavated materials or materials used in backfill operations shall be deposited within a minimum distance of one hundred (100) feet of any watercourse or any drainage facility. Adequate measures for erosion and sediment control such as the placement of baled straw around the downstream perimeter of stockpiles shall be employed to protect any downstream areas from siltation.
- C. There shall be no storage of equipment or materials in areas designated as wetlands.
- D. The Engineer may designate a particular area or areas where the Contractor may store materials used in his operations.
- E. Storage areas in cross-country locations shall be restored to pre-construction conditions with the planting of native species of trees and shrubs.

3.06 PROTECTION OF LANDSCAPE:

- A. The Contractor shall not deface, injure, or destroy trees or shrubs nor remove or cut them without written authority from the Owner. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized by the Engineer. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees which are not to be removed, particularly overhanging branches and limbs. The Contractor shall, in any event, be responsible for any damage resulting from such use.
- 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. When there is unavoidable injury to branches, limbs and trunks of trees, the injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.
- C. Where, in the opinion of the Engineer, trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment or by his blasting or other operations, the Engineer may require the Contractor to adequately protect such trees by placing boards, planks, poles or fencing around them. Any trees or landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the expense of the Contractor. The Engineer will decide what method of restoration shall be used, and whether damaged trees shall be treated and healed or removed and disposed of under the provisions of Section 02230, CLEARING AND GRUBBING.

- D. Cultivated hedges, shrubs, and plants which could be injured by the Contractor's operations shall be protected by suitable means or shall be dug up, balled and temporarily replanted and maintained. After construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of a kind and quality at least equal to that existing at the start of the work.

3.07 CLEARING AND GRUBBING:

- A. The Contractor shall clear and grub only on the Owner's land or the Owner's easements, and only the area required for construction operations, as approved by the Engineer. Removal of mature trees (4 inches or greater DBH) will not be allowed on temporary easements.
- B. The Contractor shall not remove trees in the Owner's temporary easements without permission of the Engineer.

3.08 DISCHARGE OF DEWATERING OPERATIONS:

- A. Any water that is pumped and discharged from the trench and/or excavation as part of the Contractor's water handling shall be filtered by an approved method prior to its discharge into a receiving water or drainage system.
- B. Under no circumstances shall the Contractor discharge water to the areas designated as wetlands. When constructing in a wetlands area, the Contractor shall discharge water from dewatering operations directly to the nearest stream or waterway after filtering by an approved method.
- C. The pumped water shall be filtered through a filter bag to trap sediment occurring as a result of the construction operations.

3.09 DUST CONTROL:

- A. During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of streets with water as necessary, to minimize creation and dispersion of dust.
- B. Calcium Chloride shall not be used for dust control.

3.10 SEPARATION AND REPLACEMENT OF TOPSOIL:

- A. Topsoil shall be carefully removed from cross-country areas where excavations are to be made, and separately stored to be used again as required. The topsoil shall be stored in an area acceptable to the Engineer and adequate measures shall be employed to prevent erosion of said material.

3.11 BALED STRAW:

- A. To trap sediment and to prevent sediment from clogging drainage systems, baled straw shall be used where shown on the drawings. Care shall be taken to keep the bales from breaking apart. The bales should be securely staked to prevent overturning, flotation, or displacement. All deposited sediment shall be removed periodically. Hay bales shall not be placed within a waterway during construction of the pipeline crossing.

3.12 ERECTION AND MAINTENANCE OF SILT FENCE:

- A. Where indicated on the drawings or where required by the Engineer, the Contractor shall erect and maintain a temporary silt fence. In areas designated as wetlands, the Contractor shall line the limits of the construction easement with a silt fence. The silt fence shall be used specifically to contain sediment from runoff water and to minimize environmental damage caused by construction.

3.13 STRAW WATTLES:

- A. The wattles will be placed in a shallow trench (2-3 inches deep) and staked in the ground using wooden stakes driven at 4-foot intervals. The wooden stakes will be placed at a minimum depth of 24-inches into the ground.
- B. The wattles shall be regularly inspected and before and after every forecasted major weather event. All deposited sediment shall be removed and not allowed to accumulate to the top of the wattles. Wattles damaged during construction shall be repaired or replaced as required by the Engineer at no additional cost to the Owner.

3.14 REMOVAL OF EROSION CONTROLS

- A. Erosion controls shall be removed after all disturbed areas have been stabilized or as required by the Owner or Engineer.

END OF SECTION

SECTION 01575

HANDLING EXISTING FLOWS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers all materials, equipment, and labor required to handle drainage flows and installation and maintenance of all temporary piping and by-pass pumping. Upon completion of the culvert installation, all temporary piping and connections shall be removed and flows returned to the new pipes.

1.02 RELATED WORK:

Section 01330, SUBMITTALS

1.03 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

Submit complete, checked shop drawings, showing equipment, method of by-passing, and the method of transferring flows from the existing system to the new system. Prior to starting work, the Contractor shall submit flow calculations for each pipeline to be bypassed that show pump capacity to be provided. Comply with requirements of Section 01330.

PART 2 - PRODUCTS - NOT APPLICABLE

PART 3 - EXECUTION

3.01 MAINTAINING EXISTING FLOWS:

- A. The Contractor shall maintain all flows until construction of the culverts are complete and ready for safe operation.
- B. The Contractor shall protect against surcharging of the existing system upstream of the work area by installing adequate temporary piping and berms as shown on the drawings to handle dry weather and wet weather flows.
- C. The Contractor shall repair any damage that occurs to upstream or downstream areas to the satisfaction of the Engineer. Work performed under this section shall be considered incidental and shall not be measured separately for payment.

END OF SECTION

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SECTION 01740

CLEANING UP

PART 1 - GENERAL

1.01 DESCRIPTION:

The Contractor must employ at all times during the progress of its work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon request by the Engineer provide adequate material, equipment and labor to cleanup and make safe any and all areas deemed necessary by the Engineer.

1.02 RELATED WORK:

- A. Section 01110 CONTROL OF WORK AND MATERIALS
- B. Section 01140 SPECIAL PROVISIONS
- C. Section 01570 ENVIRONMENTAL PROTECTION

PART 2 - PRODUCTS

Not applicable

PART 3 - EXECUTION

3.01 DAILY CLEANUP:

- A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.
- B. Upon written notification by the Engineer, the Contractor shall within 24 hours clean up those areas, which in the Engineer's opinion are in violation of this section and the above referenced sections of the specifications.
- C. If in the opinion of the Engineer, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

3.02 MATERIAL OR DEBRIS IN DRAINAGE FACILITIES:

- A. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be

entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

3.03 RESTORATION OF DAMAGED PROPERTY:

- A. The Contractor shall restore or replace, when and as required, any property damaged by its work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk and landscaping work. Materials, equipment, and methods for such restoration shall be as approved by the Engineer.

3.04 FINAL CLEANUP:

- A. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the Engineer shall approve the condition of the site.
- B. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the site to a "like new" condition. This cleanup shall include removing all trash and debris from the premises; sweeping of the streets; and cleaning of catch basins.

END OF SECTION

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SECTION 01770

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers administrative and procedural requirements for closing out the project, including, but not limited to:
 - 1. Project as-built documents
 - 2. Final Cleaning
 - 3. Substantial Completion
 - 4. Closeout Procedures
 - 5. Final Completion
 - 6. Correction/Warranty Period
- B. Closeout checklist to be completed by the Engineer.

1.02 RELATED WORK:

- A. General Requirements in their entirety.
- B. Section 01740, CLEANING UP
- C. Division 2 through Division 3.

1.03 AS-BUILT DOCUMENTS:

- A. Contractor shall maintain on site, separate from the documents used for construction, one set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.

5. Reviewed shop drawings, product data, and samples.
6. Written interpretations and clarifications.
7. Field Orders.

B. The completed set of as-built documents shall be submitted to the Engineer with the final Application for Payment.

1.04 FINAL CLEANING:

A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

1. Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to smooth, even textured surfaces.
2. Remove waste and surplus materials, rubbish, temporary utilities and construction facilities from the site, unless otherwise required by the Engineer.
3. Comply with requirements of Section 01740 CLEANING UP.

1.05 SUBSTANTIAL COMPLETION:

A. Substantial Completion is officially defined in the General and Supplementary Conditions. The date of substantial completion will be certified by the Engineer. This date will not be certified until the following requirements have been satisfied by the Contractor:

1. All Contract requirements are coordinated into a fully operational system.

1.06 CLOSEOUT PROCEDURES:

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and is complete in accordance with Contract Documents and ready for Engineer's and Owner's inspection.

B. Accompany Engineer and Owner on inspection to verify conformance with the Contract Documents. Prepare a punch list of work items that have been determined by inspection to not conform to Contract Documents. Punch list items shall include work items that are missing, incomplete, damaged, incorrect items, or improperly installed or constructed. The Contractor shall correct the punch list deficiencies by re-work, modifications, or replacement, as appropriate, until the items conform to the Contract Documents. The initial punch list shall be produced by the Contractor, with copies to the Engineer and Owner. When the Contractor has reduced the number of deficient items to a reasonable level, the Engineer will develop a definitive punch list for the use of the Contractor.

- C. Provide submittals to Engineer that are required by governing or other authorities.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. The Contractor shall submit the following documents with or prior to Final Application for Payment: Set of as-built documents, Contract Completion and Acceptance Certificate, Consent of Surety to Final Payment, Release and Waiver of Liens and Claims (SECTION 01770 ATT. A), Affidavit of Payment of Debts and Claims, and remaining releases, waivers, warranties/guarantees, and all other data required by the Contract Documents.

1.07 FINAL COMPLETION:

- A. Prior to final completion, the following tasks shall be completed:
 - 1. All items in the punch list shall be completed.
 - 2. All Contract closeout documentation shall be submitted to and accepted by the Engineer.

1.108 CORRECTION/WARRANTY PERIOD:

- A. During the correction period, the Contractor shall correct all deficiencies in equipment and materials.
- B. During the warranty period, the Contractor shall perform all corrective work on warranty deficiencies.
- C. Corrective work will be identified by the Engineer or Owner, as appropriate. The Contractor will be notified of the item(s) requiring corrective work.
- D. The Contractor shall begin work on all corrective work within ten days of being notified of the deficiency by the Engineer and shall then work continuously until the deficiency is corrected. Upon completion of the corrective work, the Contractor shall submit a letter report to the Engineer describing the deficiency and the corrective action that was taken.
- E. The Contractor shall coordinate all corrective work with the Engineer and/or the Owner.

1.09 COMPLETION CHECKLIST:

- A. The Project Completion Checklist, which follows shall be completed as the project nears completion. When the project has been fully completed, Final Payment can be approved.

PROJECT COMPLETION CHECKLIST

Owner _____ Job No.

Project _____

As part of the project closeout, all items listed below must be checked off as being complete or otherwise accounted for. The person verifying completion of the item shall list the completion date and his/her initials.

Project Closeout Checklist		
	Date Completion Verified	Verified by
AS-BUILT DOCUMENTS HANDED OVER		
1. Contract Drawings		
2. Specifications		
3. Addenda		
4. Change Orders/Contract Modifications		
5. Reviewed Shop Drawings, Product Data and Samples		
6. Written Interpretations/Clarifications		
7. Field Orders		
FINAL CLEANING		
1. All Construction Facilities Removed		
2. All Construction Debris Removed		
3. All Areas Swept/Cleared		

Project Closeout Checklist		
	Date Completion Verified	Verified By
SUBSTANTIAL COMPLETION		
1. All Items Coordinated Into a Fully Operational System		
CLOSEOUT PROCEDURES		
1. Written Certification Submitted that Work is Ready for Owner & Engineer Inspector		
2. Inspection by Owner, Engineer, Contractor completed		
3. Punch List of Nonconforming Items Prepared		
4. Documents Required by Governing or Other Authorities Submitted (List Them)		
5. Final Application for Payment Received		
6. Contract Completion and Acceptance Certificate Submittal		
7. Consent of Surety to Final Payment Submittal		
8. Release and Waiver of Liens and Claims Submitted		
9. Affidavit of Payment of Debts and Claims Submitted		
10. Warranties/Guarantees Submitted		
11. Other Required Releases and Waivers Submitted (List Them)		
12. Permits Submitted (List Them)		
13. Weekly Payrolls Submitted as Required by Law		
FINAL COMPLETION		
1. All Items in Punch List Completed		
2. All Other Required Documentation Submitted (List It)		
CORRECTION/WARRANTY PERIOD		
1. Correction Period Start Date: _____ End Date: _____		

Project Closeout Checklist			Date Completion Verified	Verified By
2. Specific Warranties Provided				
<u>Item</u>	<u>Warranty Duration</u>			

Full name of persons signing their initials on this checklist:

END OF SECTION

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**SECTION 01770.A
CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT: Wheelock Street Culvert Improvements Project

CONTRACTOR: _____

CONTRACT DATE: _____

<p>TENTATIVE LIST OF ITEMS TO BE CORRECTED OR COMPLETED</p> <p>See Attached Punch List</p>

DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified part of a project is the date when construction is sufficiently completed, in accordance with the contract documents, so that the project or specified part of the project can be utilized for the purpose for which it was intended.

To: Town of Erving, Massachusetts

Date of Substantial Completion: _____

The work under this contract has been inspected by authorized representatives of the Owner and Contractor and the project is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all work in accordance with the contract documents:

TOWN OF ERVING: _____

TITLE: _____ DATE: _____

ENGINEER: _____

TITLE: _____ DATE: _____

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list.

CONTRACTOR:

AUTHORIZED REPRESENTATIVE: _____

DATE: _____

EXCEPTIONS AS TO GUARANTEES AND WARRANTIES:

NONE

ATTACHMENTS:

Punch List Prepared by

**SECTION 01770.B
CERTIFICATE OF FINAL COMPLETION**

PROJECT: Wheelock Street Culvert Improvements Project

CONTRACTOR: _____

CONTRACT DATE: _____

DATE OF FINAL COMPLETION: _____

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the work as identified in the Final Payment Request dated, _____, for contract work for Wheelock Street Culvert Improvements Project represents full compensation for the actual value of work completed. All work completed conforms to the terms of the Agreement and authorized changes. The guarantee for all work completed, including that work which was completed subsequent to the date of substantial completion, expires one (1) year from the date of the final payment (see: Maintenance and Guarantee in the Construction Contract - Article 12 of the Contract Documents.)

DATE: _____

CONTRACTOR:

Signature

Title

FINAL ACCEPTANCE OF OWNER

I, as representative of the Owner, accept the above Final Certifications and authorize final payment in the amount of \$ _____.

DATE: _____

OWNER: Town of Erving, Massachusetts

Signature

Title

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DIVISION 2

SITE WORK

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SECTION 02071

GEOTEXTILE FABRICS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers furnishing of all labor, materials, and equipment necessary to install specified geotextile fabrics in locations shown on the drawings and as required by the Engineer.

1.02 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01330 SUBMITTALS, SUBMIT THE FOLLOWING:

Shop drawings or working drawings and material specifications shall be submitted to the Engineer for review for each type of geotextile fabric furnished. General installation practices and installation schedule shall be included.

PART 2 - PRODUCTS

2.01 EROSION CONTROL FABRIC "A":

- A. Erosion control fabric "A" shall be composed of continuous-filament fibers bonded together to form a sheet. The fabric shall be an average of 20 mils thick and possess the pore-size distribution of Tencate Mirafi 600X Fabric.
- B. Erosion Control fabric "A" shall be Tencate Mirafi 600X as manufactured by Tencate Geosynthetics, Pendergrass, GA; or approved equal.

2.02 EROSION CONTROL FABRIC "B":

- A. Erosion Control Fabric "B" shall be of the best quality proven design and construction and shall be entirely suitable in every respect for the intended service.
- B. Erosion Control fabric "B" shall be Tencate Miramesh as manufactured by Tencate Geosynthetics, Pendergrass, GA; Enkamat Soil Erosion Matting as manufactured by Bonar, Asheville, N.C.; Tenax Radix Erosion Control Netting as manufactured by Tenax Corp., Baltimore, MD or approved equal.

2.03 SOIL REINFORCEMENT FABRIC:

- A. The soil reinforcement fabric shall be an integrally formed structure with aperture geometry and rib thickness sufficient to permit mechanical interlock with the surrounding particle media. The soil reinforcement fabric shall have flexural rigidity and high tensile modulus with continuity of tensile strength through all ribs and

junctions of the structure. The fabric shall be composed of polypropylene stabilized with carbon black to resist ultraviolet degradation and be resistant to biological and chemical degradation due to all naturally occurring organisms or reagents normally encountered in natural soil environments.

- B. The soil reinforcement fabric shall be a Tensar SS-2 (BX1200) Geogrid, by Contech Construction Products Inc., Marlboro, MA; Tencate Mirafi 500X fabric, by Tencate Geosynthetics, Pendergrass, GA; or approved equal.

2.04 FILTER/DRAINAGE FABRIC:

- A. The filter/drainage fabric shall be composed of continuous-filament fibers bonded together to form a sheet. The fabric shall be an average of 20 mils thick and possess the characteristics of Tencate Mirafi 140N.
- B. The filter/drainage fabric shall be Tencate Mirafi 140N as manufactured by Tencate Geosynthetics, Pendergrass, GA; Foss-65 by Foss Manufacturing Co., Hampton, NH; US 120NW, as manufactured by US Fabrics, Cincinnati, OH, or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. GENERAL:

Installation of geotextile fabrics shall be strictly in accordance with manufacturer's instructions and specific layout plans and details reviewed by the Engineer.

B. EROSION CONTROL FABRIC "A":

Erosion control fabric "A" shall be installed on detention basin slopes and at drainage swale ends prior to placement of riprap and at other locations as shown on the drawings or as required by the Engineer. The fabric in place shall cover the entire riprap area. Each width of fabric shall be overlapped by the subsequent width a minimum of two feet. The Contractor shall follow the manufacturer's installation recommendations to ensure proper completion of the fabric installation, including top toe-in and bottom toe wrap.

C. EROSION CONTROL FABRIC "B":

Erosion control fabric "B" shall be placed over the prepared surface in drainage swales and other locations as required by the Engineer. The fabric shall be unrolled, placed in the direction of water flow, overlapped, pinned down with wood stakes, and seeded. All installation work shall be in accordance with manufacturer's recommendations or as required by the Engineer.

D. FILTER/DRAINAGE FABRIC:

1. The filter/drainage fabric shall be installed in the final graded trench bottom prior to placement of the crushed stone bedding and at other locations shown on the drawings or designated by the Engineer. The drainage fabric in place shall cover the entire trench bottom and trench sides as shown on the drawings. Each width of drainage fabric shall be overlapped in accordance with manufacturer's recommendations, but not less than 2 feet, to prevent intrusion of soil fines into the bedding.
2. On landfill projects, the filter/drainage fabric shall be installed over the drainage layer prior to loaming and seeding, per manufacturer's installation recommendations.

3.02 FINAL INSPECTION AND ACCEPTANCE:

- A. The Contractor shall, at his expense, have a manufacturer's representative inspect the work at completion of the installation. Any work found to be unsatisfactory shall be corrected at the Contractor's expense.
- B. The Engineer, at the Contractor's expense, reserves the right to have a manufacturer's representative inspect the installation process at any time during construction.

END OF SECTION

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SECTION 02230

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall do all required clearing and grubbing as indicated on the drawings or herein specified in the area required for construction operations on the Owner's land or in the Owner's permanent or temporary easements and shall remove all debris resulting therefrom.
- B. Unless otherwise noted, all areas to be cleared shall also be grubbed.
- C. The Contractor shall not clear and grub outside of the area required for construction operations.

1.02 RELATED WORK:

Any trees and shrubs specifically designated by the Owner not to be cut, removed, destroyed, or trimmed shall be saved from harm and injury in accordance with Section 01570, ENVIRONMENTAL PROTECTION.

PART 2 - PRODUCTS: NOT APPLICABLE

PART 3 - EXECUTION

3.01 RIGHT TO WOOD AND LOGS:

The Owner shall have the right to cut and remove logs and other wood of value in advance of the Contractor's operations. All remaining logs and other wood to be removed in the course of clearing shall become the property of the Contractor.

3.02 CLEARING:

- A. Unless otherwise indicated, the Contractor shall cut or otherwise remove all trees, saplings, brush and vines, windfalls, logs and trees lying on the ground, dead trees and stubs more than 1-foot high above the ground surface (but not their stumps), trees which have been partially uprooted by natural or other causes (including their stumps), and other vegetable matter such as shags, sawdust, bark, refuse, and similar materials.
- B. The Contractor shall not remove mature trees (4-inches or greater DBH) in the Owner's temporary easements without approval from the Engineer.
- C. Except where clearing is done by uprooting with machinery or where stumps are left longer to facilitate subsequent grubbing operations, trees, stumps, and stubs to be cleared

shall be cut as close to the ground as practicable but not more than 6-inches above the ground surface in the case of small trees, and 12-inches in the case of large trees. Saplings, brush and vines shall be cut close to the ground.

3.03 GRUBBING:

- A. Unless otherwise indicated, the Contractor shall completely remove all stumps and roots to a depth of 18-inches, or if the Contractor elects to grind the stumps, they shall be ground to a minimum depth of 6-inches.
- B. Any depression remaining from the removal of a stump and not filled in by backfilling shall be filled with gravel borrow and/or loam, whichever is appropriate to the proposed ground surface.

3.04 DISPOSAL:

All material collected in the course of the clearing and grubbing, which is not to remain, shall be disposed of in a satisfactory manner away from the site or as otherwise approved. Such disposal shall be carried on as promptly as possible and shall not be left until the final clean-up period.

END OF SECTION

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SECTION 02240

DEWATERING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section specifies designing, furnishing, installing, maintaining, operating and removing temporary dewatering systems as required to lower and control water levels and hydrostatic pressures during construction; disposing of pumped water; constructing, maintaining, observing and, except where indicated or required to remain in place, removing of equipment and instrumentation for control of the system.

1.02 RELATED WORK:

- A. Section 01570, ENVIRONMENTAL PROTECTION
- B. Section 02252, SUPPORT OF EXCAVATION
- C. Section 02300, EARTHWORK

1.03 SYSTEM DESCRIPTION:

- A. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from the slopes or bottom of the excavation; increasing the stability of excavated slopes; preventing loss of material from beneath the slopes or bottom of the excavation; reducing lateral loads on sheeting and bracing; improving the excavation and hauling characteristics of sandy soil; preventing rupture or heaving of the bottom of any excavation; and disposing of pumped water.

1.04 QUALITY ASSURANCE:

- A. The Contractor is responsible for the adequacy of the dewatering systems.
- B. The dewatering systems shall be capable of effectively reducing the hydrostatic pressure and lowering the groundwater levels to a minimum of 2 feet below excavation bottom, unless otherwise required by the Engineer, so that all excavation bottoms are firm and dry.
- C. The dewatering system shall be capable of maintaining a dry and stable subgrade until the structures, pipes and appurtenances to be built therein have been completed to the extent that they will not be floated or otherwise damaged.
- D. The dewatering system and excavation support (see Section 02252, SUPPORT OF EXCAVATION) shall be designed so that lowering of the groundwater level outside the excavation does not adversely affect adjacent structures, utilities or wells.

1.05 SUBMITTALS:

- A. In accordance with Section 01330, Contractor shall submit a plan indicating how it intends to control the discharge from any dewatering operations on the project, whether it is discharge of groundwater from excavations or stormwater runoff during the life of the project.

PART 2 - PRODUCTS: NOT APPLICABLE

PART 3 - EXECUTION

3.01 DEWATERING OPERATIONS:

- A. All water pumped or drained from the work shall be disposed of in a manner that will not result in undue interference with other work or damage to adjacent properties, pavements and other surfaces, buildings, structures and utilities. Suitable temporary pipes, flumes or channels shall be provided for water that may flow along or across the site of the work. All disposal of pumped water shall conform to the provisions of Section 01570 ENVIRONMENTAL PROTECTION.
- B. Dewatering facilities shall be located where they will not interfere with utilities and construction work to be done by others.
- C. Dewatering procedures to be used shall be as described below:
 - 1. Crushed stone shall encapsulate the suction end of the pump to aid in minimizing the amount of silt discharged.
 - 2. For dewatering operations with relatively minor flows, pump discharges shall be directed into straw bale sedimentation traps lined with filter fabric. Water is to be filtered through the straw bales and filter fabric prior to being allowed to seep out into its natural watercourse.
 - 3. For dewatering operations with larger flows, pump discharges shall be into a steel dewatering basin. Steel baffle plates shall be used to slow water velocities to increase the contact time and allow adequate settlement of sediment prior to discharge into waterways.
 - 4. Where indicated on the contract drawings or in conditions of excess silt suspended in the discharge water, silt control bags shall be utilized in catch basins.
- D. The Contractor shall be responsible for repair of any damage caused by his dewatering operations, at no cost to the Owner.

END OF SECTION

SECTION 02252

SUPPORT OF EXCAVATION

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section of the specification covers wood sheeting and bracing for support of excavations. The requirements of this section shall also apply, as appropriate, to other methods of excavation support and underpinning which the Contractor elects to use to complete the work.
- B. The Contractor shall furnish and place timber sheeting of the kinds and dimensions required, complying with these specifications, where indicated on the drawings or required by the Engineer.

1.02 RELATED WORK:

- A. Section 02240, DEWATERING.
- B. Section 02300, EARTHWORK.

1.03 QUALITY ASSURANCE:

- A. This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Safety and Department of Labor, Division of Occupational Safety “Excavation & Trench Safety Regulation (520 CMR 14.00)” and “Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et seq.)” Contractors shall be familiar with the requirements of these regulations.
- B. The excavation support system shall be of sufficient strength and be provided with adequate bracing to support all loads to which it will be subjected. The excavation support system shall be designed to prevent any movement of earth that would diminish the width of the excavation or damage or endanger adjacent structures.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Timber sheeting shall be sound spruce, pine, or hemlock, planed on one side and either tongue and grooved or splined. Timber sheeting shall not be less than nominal 2-inches thick.
- B. Timber and steel used for bracing shall be of such size and strength as required in the excavation support design. Timber or steel used for bracing shall be new or undamaged

used material which does not contain splices, cutouts, patches, or other alterations which would impair its integrity or strength.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Work shall not be started until all materials and equipment necessary for their construction are either on the site of the work or satisfactorily available for immediate use as required.
- B. The sheeting shall be securely and satisfactorily braced to withstand all pressures to which it may be subjected and be sufficiently tight to minimize lowering of the groundwater level outside the excavation, as required in Section 02240, DEWATERING.
- C. The sheeting shall be driven by approved means to the design elevation. No sheeting may be left so as to create a possible hazard to safety of the public or a hindrance to traffic of any kind.
- D. If boulders or very dense soils are encountered, making it impractical to drive a section to the desired depth, the section shall, as required, be cut off.
- E. The sheeting shall be left in place where indicated on the drawings or required by the Engineer in writing. At all other locations, the sheeting may be left in place or salvaged at the option of the Contractor. Steel or wood sheeting permanently left in place shall be cut off at a depth of not less than two feet below finish grade unless otherwise required.
- F. All cut-off will become the property of the Contractor and shall be removed by him from the site.
- G. Responsibility for the satisfactory construction and maintenance of the excavation support system, complete in place, shall rest with the Contractor. Any work done, including incidental construction, which is not acceptable for the intended purpose shall be either repaired or removed and reconstructed by the Contractor at his expense.
- H. The Contractor shall be solely responsible for repairing all damage associated with installation, performance, and removal of the excavation support system.

END OF SECTION

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SECTION 02300

EARTHWORK

PART 1 - GENERAL

1.01 WORK INCLUDED:

The Contractor shall make excavations of normal depth in earth for trenches and structures, shall backfill and compact such excavations to the extent necessary, shall furnish the necessary material and construct embankments and fills, and shall make miscellaneous earth excavations and do miscellaneous grading.

1.02 RELATED WORK:

- A. Section 01110, CONTROL OF WORK AND MATERIALS
- B. Section 01570, ENVIRONMENTAL PROTECTION
- C. Section 02071, GEOTEXTILE FABRICS
- D. Section 02230, CLEARING AND GRUBBING
- E. Section 02240, DEWATERING
- F. Section 02252, SUPPORT OF EXCAVATION
- G. Section 02324, ROCK EXCAVATION AND DISPOSAL
- H. Section 02745, PAVING
- I. Section 02920, LOAMING AND SEEDING

1.03 REFERENCES:

American Society for Testing and Materials (ASTM)

ASTM	C131	Test Method for Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
ASTM	C136	Method for Sieve Analysis of Fine and Coarse Aggregates.
ASTM	C330	Specification for Lightweight Aggregate for Structural Concrete.
ASTM	D1556	Test Method for Density of Soil in Place by the Sand Cone Method.

ASTM D1557 Test Methods for Moisture-density Relations of Soils and Soil Aggregate Mixtures Using Ten-pound (10 Lb.) Hammer and Eighteen-inch (18") Drop.

ASTM D2922 Test Methods for Density of Soil and Soil-aggregate in Place by Nuclear Methods (Shallow Depth).

Massachusetts Department of Transportation (MassDOT) Standard Specifications for Highways and Bridges.

Code of Massachusetts Regulations (CMR) 310.40.0032 Contaminated Media and Contaminated Debris

Code of Massachusetts Regulations (CMR) 520 CMR 14.00 Excavation & Trench Safety Regulation

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

Samples of all materials proposed for the project shall be submitted to the Engineer for review. Size of the samples shall be as approved by the Engineer.

1.05 PROTECTION OF EXISTING PROPERTY:

- A. The work shall be executed in such manner as to prevent any damage to facilities at the site and adjacent property and existing improvements, such as but not limited to streets, curbs, paving, service utility lines, structures, monuments, bench marks, observation wells, and other public or private property. Protect existing improvements from damage caused by settlement, lateral movements, undermining, washout and other hazards created by earthwork operations.
- B. In case of any damage or injury caused in the performance of the work, the Contractor shall, at its own expense, make good such damage or injury to the satisfaction of, and without cost to, the Owner. Existing roads, sidewalks, and curbs damaged during the project work shall be repaired or replaced to at least the condition that existed at the start of operations. The Contractor shall replace, at his own cost, existing benchmarks, observation wells, monuments, and other reference points, which are disturbed or destroyed.
- C. Buried drainage structures and pipes, observation wells and piezometers, including those which project less than eighteen inches (18") above grade, which are subject to damage from construction equipment shall be clearly marked to indicate the hazard. Markers shall indicate limits of danger areas, by means which will be clearly visible to operators of trucks and other construction equipment and shall be maintained at all times until completion of project.

1.06 DRAINAGE:

- A. The Contractor shall provide, at its own expense, adequate drainage facilities to complete all work items in an acceptable manner. Drainage shall be done in a manner so that runoff will not adversely affect construction procedures or cause excessive disturbance of underlying natural ground or abutting properties.

1.07 FROST PROTECTION AND SNOW REMOVAL:

- A. The Contractor shall, at its own expense, keep earthwork operations clear and free of accumulations of snow as required to carry out the work.
- B. The Contractor shall protect the subgrade beneath new structures and pipes from frost penetration when freezing temperatures are expected.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. GRAVEL BORROW:

Gravel Borrow shall satisfy the requirements listed in MassDOT Specification Section M1.03.0, Type b.

B. CRUSHED STONE:

Crushed stone shall satisfy the requirements listed in MassDOT Specification Section M2.01.

C. SAND BORROW:

Sand Borrow shall satisfy the requirements listed in MassDOT Specification Section M1.04.0.

D. BACKFILL MATERIALS:

1. Class B Backfill:

Class B backfill shall be granular, well graded friable soil; free of rubbish, ice, snow, tree stumps, roots, clay and organic matter; with 30 percent or less passing the No. 200 sieve; no stone greater than two-third (2/3) loose lift thickness, or six inches, whichever is smaller.

2. Select Backfill:

Select backfill shall be granular, well graded friable soil, free of rubbish, ice, snow, tree stumps, roots, clay and organic matter, and other deleterious or organic material; graded within the following limits:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
3-inch	100
No. 10	30-95
No. 40	10-70
No. 200	0-10

E. STATE HIGHWAY TRENCH BACKFILL:

When required by Permit, Controlled Density Fill (CDF) shall be used to backfill trenches. The CDF shall satisfy the requirements listed in MassDOT Specification Section M4.08.0.

F. PROCESSED GRAVEL:

1. Processed gravel shall consist of inert material that is hard, durable stone and coarse sand, free from loam and clay, surface coatings and deleterious materials. The coarse aggregate shall have a percentage of wear, by the Los Angeles Abrasion Test, of not more than 50.

2. The gradation shall meet the following requirements:

<u>Sieve Designation</u>	<u>Percentage Passing</u>
3-in.	100
1 ½-in.	70-100
¾-in.	50-85
No. 4	30-60
No. 200	0-10

3. The approved source of bank-run gravel material shall be processed by mechanical means. The equipment for producing crushed gravel shall be of adequate size with sufficient adjustments to produce the desired materials. The processed material shall be stockpiled in such a manner to minimize segregation of particle sizes. All processed gravel shall come from approved stockpiles.

PART 3 - EXECUTION

3.01 DISTURBANCE OF EXCAVATED AND FILLED AREAS DURING CONSTRUCTION:

- A. Contractor shall take the necessary steps to avoid disturbance of subgrade during excavation and filling operations, including restricting the use of certain types of construction equipment and their movement over sensitive or unstable materials, dewatering and other acceptable control measures.
- B. All excavated or filled areas disturbed during construction, all loose or saturated soil, and other areas that will not meet compaction requirements as specified herein shall be removed and replaced with a minimum 12-inch layer of compacted crushed stone wrapped all around in non-woven filter fabric. Costs of removal and replacement shall be borne by the Contractor.
- C. The Contractor shall place a minimum of 12-inch layer of special bedding materials and crushed stone wrapped in filter fabric over the natural underlying soil to stabilize areas which may become disturbed as a result of rain, surface water runoff or groundwater seepage pressures, all at no additional cost to the Owner. The Contractor also has the option of drying materials in-place and compacting to specified densities.

3.02 EXCAVATION:

A. GENERAL:

- 1. The Contractor shall perform all work of any nature and description required to accomplish the work as shown on the Drawings and as specified.
- 2. Excavations, unless otherwise required by the Engineer, shall be carried only to the depths and limits shown on the Drawings. If unauthorized excavation is carried out below required subgrade and/or beyond minimum lateral limits shown on Drawings, it shall be backfilled with gravel borrow and compacted at the Contractor's expense as specified below, except as otherwise indicated. Excavations shall be kept in dry and good conditions at all times, and all voids shall be filled to the satisfaction of the Engineer.
- 3. In all excavation areas, the Contractor shall strip the surficial topsoil layer and underlying subsoil layer separate from underlying soils. In paved areas, the Contractor shall first cut pavement as specified in paragraph 3.02 B.1 of this specification, strip pavement and pavement subbase separately from underlying soils. All excavated materials shall be stockpiled separately from each other within the limits of work.
- 4. The Contractor shall follow a construction procedure, which permits visual identification of stable natural ground. Where groundwater is encountered, the size of the open excavation shall be limited to that which can be handled by the

Contractor's chosen method of dewatering and which will allow visual observation of the bottom and backfill in the dry.

5. The Contractor shall excavate unsuitable materials to stable natural ground where encountered at proposed excavation subgrade, as required by the Engineer. Unsuitable material includes topsoil, loam, peat, other organic materials, snow, ice, and trash. Unless specified elsewhere or otherwise required by the Engineer, areas where unsuitable materials have been excavated to stable ground shall be backfilled with compacted special bedding materials or crushed stone wrapped all around in non-woven filter fabric.

B. TRENCHES:

1. Prior to excavation, trenches in pavement shall have the traveled way surface cut in a straight line by a concrete saw or equivalent method, to the full depth of pavement. Excavation shall only be between these cuts. Excavation support shall be provided as required to avoid undermining of pavement. Cutting operations shall not be done by ripping equipment.
2. The Contractor shall satisfy all dewatering requirements specified in Section 02240 DEWATERING, before performing trench excavations.
3. Trenches shall be excavated to such depths as will permit the pipe to be laid at the elevations, slopes, and depths of cover indicated on the Drawings. Trench widths shall be as shown on the Drawings or as specified.
4. Where pipe is to be laid in bedding material, the trench may be excavated by machinery to, or just below, the designated subgrade provided that the material remaining in the bottom of the trench is not disturbed.
5. If pipe is to be laid in embankments or other recently filled areas, the fill material shall first be placed to a height of at least 12-inches above the top of the pipe before excavation.
6. Pipe trenches shall be made as narrow as practicable and shall not be widened by scraping or loosening materials from the sides. Every effort shall be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed.
7. If, in the opinion of the Engineer, the subgrade, during trench excavation, has been disturbed as a result of rain, surface water runoff or groundwater seepage pressures, the Contractor shall remove such disturbed subgrade to a minimum of 12-inches and replace with crushed stone wrapped in filter fabric. Cost of removal and replacement shall be borne by the Contractor.
8. The Contractor shall obtain a trench permit from the municipality where the trench is located prior to making any excavations of trenches (any subsurface excavation

greater than three (3) feet in depth and fifteen (15) feet or less between soil walls as measured from the bottom).

9. All trenches required to be permitted must be attended, covered, barricaded, or backfilled. Covers must be road plates at least ¾-inch thick or equivalent, barricades must be fences at least 6-feet high with no openings greater than 4-inches between vertical supports and all horizontal supports required to be located on the trench-side of the fencing.

C. BUILDING AND FOUNDATION EXCAVATION:

1. Excavations shall not be wider than required to set, brace, and remove forms for concrete, or perform other necessary work.
2. After the excavation has been made, and before forms are set for footings, mats, slabs, or other structures, and before reinforcing is placed, all loose or disturbed material shall be removed from the subgrade. The bearing surface shall then be compacted to meet the requirements of this specification.
3. If, in the opinion of the Engineer, the existing material at subgrade elevation is unsuitable for structural support, the Contractor shall excavate and dispose of the unsuitable material to the required width and depth as required by the Engineer. If, in the opinion of the Engineer, filter fabric is required; the Contractor shall place filter fabric, approved by the Engineer, as per manufacturer's recommendations. Crushed stone shall then be placed in lifts and compacted to required densities. Backfill shall be placed to the bottom of the proposed excavation.

D. EXCAVATION NEAR EXISTING STRUCTURES:

1. Attention is directed to the fact that there are pipes, manholes, drains, and other utilities in certain locations. An attempt has been made to locate all utilities on the drawings, but the completeness or accuracy of the given information is not guaranteed.
2. As the excavation approaches pipes, conduits, or other underground structures, digging by machinery shall be discontinued and excavation shall be done by means of hand tools, as required. Such manual excavation, when incidental to normal excavation, shall be included in the work to be done under items involving normal excavation.
3. Where determination of the exact location of a pipe or other underground structure is necessary for properly performing the work, the Contractor shall excavate test pits to determine the locations.

3.03 BACKFILL PLACEMENT AND COMPACTION:

A. GENERAL:

1. Prior to backfilling, the Contractor shall compact the exposed natural subgrade to the densities as specified herein.
2. After approval of subgrade by the Engineer, the Contractor shall backfill areas to required contours and elevations with specified materials.
3. The Contractor shall place and compact materials to the specified density in continuous horizontal layers, not to exceed twenty-four (24) inches in uncompacted lifts. The degree of compaction shall be based on maximum dry density as determined by ASTM Test D1557, Method C. The minimum degree of compaction for fill placed shall be as follows:

<u>Location</u>	<u>Percent of Maximum Density</u>
Below pipe centerline	95
Above pipe centerline	95
Below pavement (upper 3 ft.)	95
Embankments	95
Below pipe in embankments	95
Adjacent to structures	95
Below structures	95

4. COMPACTION TESTING:

- a. The Contractor shall test backfill for conformance to the specifications. Compaction testing shall be performed by an inspection laboratory approved by the Owner and Engineer and paid for by the Contractor.
- b. Prior to paving and at a minimum, the Contractor shall complete up to ten (10) nuclear density tests in locations and at depths required by the Engineer.
- c. If test results indicate work does not conform to specifications requirements, the Contractor shall remove or correct the defective Work by recompacting where appropriate or replacing as necessary and approved by the Engineer, to bring the work into compliance, at no additional cost to the Owner.
- d. All backfilled materials under structures and buildings shall be field tested for compliance with the requirements of this specification.
- e. No payment shall be made for any item until compaction testing has been approved and is in conformance with the contract documents.

5. Where horizontal layers meet a rising slope, the Contractor shall key each layer by benching into the slope.
6. If the material removed from the excavation is suitable for backfill with the exception that it contains stones larger than permitted, the Contractor has the option to remove the oversized stones and use the material for backfill or to provide replacement backfill at no additional cost to the Owner.
7. The Contractor shall remove loam and topsoil, loose vegetation, stumps, large roots, etc., from areas upon which embankments will be built or areas where material will be placed for grading. The subgrade shall be shaped as indicated on the Drawings and shall be prepared by forking, furrowing, or plowing so that the first layer of the fill material placed on the subgrade will be well bonded to the subgrade.

B. TRENCHES:

1. Bedding as detailed and specified shall be furnished and installed beneath the pipeline prior to placement of the pipeline. A minimum bedding thickness shall be maintained between the pipe and undisturbed material, as shown on the Drawings.
2. As soon as practicable after pipes have been laid, backfilling shall be started.
3. Unless otherwise indicated on the Drawings, select backfill shall be placed by hand shovel in 6-inch thick lifts up to a minimum level of 12-inches above the top of pipe. This area of backfill is considered the zone around the pipe and shall be thoroughly compacted before the remainder of the trench is backfilled. Compaction of each lift in the zone around the pipe shall be done by use of power-driven tampers weighing at least 20 pounds or by vibratory compactors. Care shall be taken that material close to the bank, as well as in all other portions of the trench, is thoroughly compacted to densities required.
4. Class B backfill shall be placed from the top of the select backfill to the specified material at grade (loam, pavement subbase, etc.). Fill compaction shall meet the density requirements of this specification.
5. If the materials above the trench bottom are unsuitable for backfill, the Contractor shall furnish and place backfill materials meeting the requirements for trench backfill, as shown on the drawings or specified herein.
6. Should the Engineer order crushed stone for utility supports or for other purposes, the Contractor shall furnish and install the crushed stone as directed.
7. In shoulders of streets and road, the top 12-inch layer of trench backfill shall consist of processed gravel for sub-base, satisfying the requirements listed in MassDOT standard specification M1.03.1.

8. Trenches in state highways shall be backfilled with Controlled Density Fill, in accordance with the state highway permit included in Section PERMITS.

C. BACKFILLING UNDER BUILDINGS AND FOUNDATIONS:

Material to be used as structural fill under structures shall be special bedding material or gravel borrow, as shown on the Drawings or as required by the Engineer. Where gravel borrow fill is required to support proposed footings, walls, slabs, and other structures, the material shall be placed in a manner accepted by the Engineer. Compaction of each lift shall meet the density requirements of this specification.

D. BACKFILLING ADJACENT TO STRUCTURES:

1. The Contractor shall not place backfill against or on structures until they have attained sufficient strength to support the loads to which they will be subjected. Excavated material approved by the Engineer may be used in backfilling around structures. Backfill material shall be thoroughly compacted to meet the requirements of this specification.
2. Contractor shall use extra care when compacting adjacent to pipes and drainage structures. Backfill and compaction shall proceed along sides of drainage structures so that the difference in top of fill level on any side of the structure shall not exceed two feet (2') at any stage of construction.
3. Where backfill is to be placed on only one side of a structural wall, only hand-operated roller or plate compactors shall be used within a lateral distance of five feet (5') of the wall for walls less than fifteen feet (15') high and within ten feet (10') of the wall for walls more than fifteen feet (15') high.

3.04 DISPOSAL OF SURPLUS MATERIALS:

- A. Surplus excavated materials, which are acceptable to the Engineer, shall be used to backfill normal excavations in rock or to replace other materials unacceptable for use as backfill. Upon written approval of the Engineer, surplus excavated materials shall be neatly deposited and graded so as to make or widen fills, flatten side slopes, or fill depressions; or shall be neatly deposited for other purposes as indicated by the Owner, within its jurisdictional limits; all at no additional cost to the Owner.
- B. Surplus excavated material not needed as specified above shall be hauled away and disposed of by the Contractor at no additional cost to the Owner, at appropriate locations, and in accordance with arrangements made by him. Disposal of all rubble shall be in accordance with all applicable local, state and federal regulations.
- C. No excavated material shall be removed from the site of the work or disposed of by the Contractor unless approved by the Engineer.

- D. The Contractor shall comply with Massachusetts regulations (310 CMR 40.0032) that govern the removal and disposal of surplus excavated materials. Materials, including contaminated soils, having concentrations of oil or hazardous materials less than an otherwise Reportable Concentration and that are not a hazardous waste, may not be disposed of at locations where concentrations of oil and/or hazardous material at the receiving site are significantly lower than the levels of those oil and /or hazardous materials present in the soil being disposed or reused.

END OF SECTION

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SECTION 02324

ROCK EXCAVATION AND DISPOSAL

PART 1 - GENERAL

1.01 WORK INCLUDED:

The Contractor shall excavate rock, if encountered, to the lines and grades indicated on the drawings or as required, shall dispose of the excavated material, and shall furnish the required material as specified in Section 02300 EARTHWORK for backfill in place of the excavated rock.

1.02 RELATED WORK:

- A. Section 02252, SUPPORT OF EXCAVATION
- B. Section 02300, EARTHWORK
- C. Section 03302, FIELD CONCRETE

1.03 DEFINITIONS:

- A. The word "rock," wherever used as the name of the excavated material or material to be excavated, shall mean only boulders and pieces of concrete or masonry exceeding one cubic yard in volume, or solid ledge rock which, in the opinion of the Engineer, requires for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed by normal earth excavation methods, no loose, shaken, or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "rock."
- B. The word "earth," wherever used as the name of an excavated material, or material to be excavated shall mean all kinds of material other than rock as above defined.

1.04 QUALITY ASSURANCE:

- A. The Contractor shall conform to all municipal ordinances and state and federal laws relating to the transportation, storage, handling, and use of explosives. In the event that any of the above mentioned laws, ordinances, or regulations require a licensed blaster to perform or supervise the work of blasting, said licensed blaster shall, at all times, have his license on the work site and shall permit examination thereof by the Engineer or other officials having jurisdiction.
- B. The Contractor shall procure all permits required for blasting.

1.05 SUBMITTALS:

- A. At least two weeks before beginning blasting operations, the Contractor shall submit to the Engineer for record the following data:
 - 1. Name of Contractor or Subcontractor responsible for blasting and monitoring operations and license number.
 - 2. Name, affiliation, and license number of the person or persons who will be directly responsible for designing each blast, supervising the loading of the shot, and firing it.
- B. Copies of all permits required for blasting.
- C. Results of pre-blast survey.
- D. When blasting is in progress, daily reports on blasting operations and blast monitoring results.

1.06 DELIVERY/STORAGE AND HANDLING:

Delivery, storage and handling of explosives shall conform to all federal, state and local regulations and permits.

PART 2 - PRODUCTS - NOT APPLICABLE

PART 3 - EXECUTION

3.01 PREPARATION/PRE-BLAST SURVEY

If required, the pre-blast survey shall be conducted in accordance with state regulations and/or local permit requirements.

3.02 EXCAVATION:

- A. The Contractor shall excavate rock to the lines and grades indicated on the drawings or as required by the Engineer. The excavated rock shall be removed and disposed of by the Contractor as specified for surplus excavated materials under Section 02300, EARTHWORK.
- B. Work damaged by blasting shall be repaired or replaced at the Contractor's expense.
- C. If rock is excavated beyond the limits of payment indicated on the drawings, specified, or authorized in writing by the Engineer, the excess excavation, whether resulting from overbreakage or other causes, shall be backfilled, by and at the expense of the Contractor, as specified below:

1. In pipe trenches, excess excavation shall be filled with the required material and compacted in the same manner as specified for the material in the zone around the pipe under Section 02300 EARTHWORK.
2. If the rock below normal depth is shattered due to drilling or blasting operations of the Contractor, and the Engineer considers such shattered rock to be unfit for foundations, the shattered rock shall be removed and the excavation shall be backfilled with concrete as required, except that in pipe trenches crushed stone may be used for backfill, if approved. All such removal and backfilling shall be done by and at the expense of the Contractor.

D. When required by the Engineer, the Contractor shall remove all dirt and loose rock from designated areas and shall clean the surface of the rock thoroughly to determine whether seams or other defects exist.

E. When concrete is to be placed on rock, the rock shall be free of all vegetation, dirt, sand, clay, boulders, scale, excessively cracked rock, loose fragments, water, ice, snow, and other objectionable substances.

3.03 VIBRATION AND AIR BLAST MONITORING:

A. The Contractor shall measure air blast and vibration levels of blasting operations to assure compliance with all applicable regulations and local permits.

B. Records of each day's air blast and vibration measurements shall be submitted to the Engineer in writing no later than the start of the next day's work. Records shall include, as a minimum:

- Identification of instrument
- Name of observer
- Name of interpreter
- Distance and direction of recording station from the area of detonation
- Date and exact time of reading
- Type of ground at recording station
- Peak particle velocity for all components as well as resultant for all frequencies of vibrations
- Duration of motion with a velocity in excess of one thousandth of an inch per second
- A copy of the photographic record of seismograph readings

- Peak air blast level.

3.04 BLASTING RECORDS:

The Contractor shall prepare and submit to the Engineer daily blast reports, including logs of each blast. Reports shall be submitted to the Engineer no later than the start of the next day's work. However, during each day of blasting, the Contractor shall review and shall provide access for the Engineer to review the data from that day's blasting. Reports after each blast shall include at least the following information for each blast:

- Date, time, and location of blast
- Permit number and expiration date
- Amount and type of explosives used by weight and number of cartridges
- Total number of delays used and number of holes used for each delay
- On a diagram of the blast pattern, indicate total number and depth of holes, maximum charge per delay, maximum charge per hole, and corresponding delay number
- An evaluation of the blast indicating areas of significant overbreak, unusual results, and any recommended adjustments for the next blast.

3.05 POST BLASTING INSPECTIONS:

The Contractor shall examine any properties, structures, and conditions where complaints of damage have been received or damage claims have been filed. Advance notice shall be given to all interested parties so that the parties may be present during the final examination. Records of the final examination shall be signed and distributed to the owner of the property, the head of the local fire department, and the Engineer.

END OF SECTION

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SECTION 02518

TRACER TAPE

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section covers the furnishing, handling and installation of tracer tape, as called for on the drawings.

1.02 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01330 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Manufacturer's literature on the materials, colors and printing specified herein, shall be submitted to the Engineer for review.
- B. Tape samples shall also be submitted to the Engineer for review.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

Tracer tape shall be by Reef Industries, Houston, TX; Empire Level, Mukwonago, WI; Pro-Line Safety Products Co., W. Chicago, IL; or approved equal.

2.02 TRACER TAPE:

- A. Tracer tape shall be at least 3-inches wide.
- B. Tracer tape for non-ferrous pipe or conduit shall be constructed of a metallic core bonded to plastic layers. The metallic tracer tape shall be a minimum 5-mil thick and must be locatable at a depth of 18-inches with ordinary pipe locaters.
- C. Tracer tape for ferrous pipe or conduit shall consist of multiple bonded plastic layers. The non-metallic tracer tape shall elongate at least 500% before breaking.
- D. The tape shall bear the wording: "BURIED DRAIN LINE BELOW" (with "DRAIN" replaced by "WATER", "SEWER", "ELECTRICAL", "GAS", "TELEPHONE", or "CHEMICAL" as appropriate), continuously repeated every 30-inches to identify the pipe.

- E. Tape colors shall be as follows, as recommended by the American Public Works Association (APWA):

Electric	Red
Gas & Oil	Yellow
Communications	Orange
Water	Blue
Sewer & Drain	Green
Chemical	Red (not APWA)

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Tracer tape shall be installed directly above the pipe or conduit it is to identify, approximately 12-inches below the proposed ground surface.
- B. The Contractor shall follow the manufacturer's recommendations for installation of the tape, as approved by the Engineer.

END OF SECTION

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SECTION 02633

REINFORCED CONCRETE PIPE

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers the furnishing and installation of reinforced concrete pipe, complete.

1.02 RELATED WORK:

- A. Section 02300, EARTHWORK

1.03 QUALITY ASSURANCE:

- A. Acceptance of pipe will be on the basis of plant load-bearing tests, material tests, and inspection of the complete product. The required tests are enumerated herein. The quality of all materials used in the pipe, the process of manufacture, and the finished pipe shall be subject to inspection by the Engineer, at the place of manufacture or on the work site after delivery or at both locations. The pipe will be subject to rejection at any time if it fails to meet the specification requirements, even though sample pipe units may have been accepted as satisfactory at the place of manufacture. Rejected pipe shall be promptly removed from the project site by the Contractor.
- B. All tests shall be made in accordance with the latest applicable ASTM specifications, which are as follows:
 - 1. Reinforcing Steel. Mill test reports, or reports on samples taken from each shipment to the pipe manufacturer, shall be submitted for reinforcing steel to be used on this project stating that the reinforcing meets the specified requirements.
 - 2. Cement. Mill test reports shall be submitted for each shipment to the pipe manufacturer of cement to be used on this project stating that the cement meets the specified requirements. Flyash may be used as specified in ASTM C76.
 - 3. Aggregates. Test reports shall be submitted stating that the aggregates to be used on this project meet the requirements of ASTM C33 except that the requirements for gradation shall not apply. The first report shall be submitted prior to the manufacture of any pipe for this project. Additional tests and reports shall be made monthly thereafter during the production of the pipe.
 - 4. Absorption Tests. Three cores shall be taken from each pipe unit that is to be load tested. The cores shall be taken before the load-bearing tests are performed. All cores shall be tested for absorption. Absorption results shall not exceed the requirements of ASTM C76.

5. Pipe Unit Load-Bearing Tests. A load-bearing test shall be made on one pipe unit of each size and class to be furnished and the report of the test shall be submitted before that size and class of pipe unit is delivered. An additional test will be required for each 200 units of each size and class of pipe. The load-bearing test shall be performed after the cores for the absorption tests have been taken. Each load-bearing test shall be carried to the specified load to produce the 0.01-inch crack. If the 0.01-inch crack is not formed until the specified load is reached, the pipe unit may be used in the project.

- C. The Owner may have any or all pipe units inspected or tested, or both, by a lab designated by the Owner. Such additional inspection and/or tests shall be at the Owner's expense and shall be the test results of record.
- D. All pipe units to be tested shall be selected at random by the Owner. Unless otherwise approved, all load-bearing tests on pipe units shall be made in the presence of the Owner.

1.04 REFERENCES:

- A. The following standards form a part of this specification and indicate the minimum standards required:

American Society for Testing and Materials (ASTM)

ASTM	C33	Specification for Concrete Aggregates
ASTM	C76	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM	C361	Reinforced Concrete Low-Head Pressure Pipe
ASTM	C443	Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
ASTM	C655	Reinforced Concrete D-Load Culvert, Storm Drain, and Sewer Pipe
ASTM	C924	Standard Practice for Testing Concrete Pipe Sewer Lines by Low-Pressure Air Test Method

American Society of Civil Engineers (ASCE)

ASCE	Vol. 90 No. SA2 Part 1 April 1964	Journal of Sanitary Engineering Division
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1.05 SUBMITTALS: IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 01330 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Shop drawings of reinforced concrete pipe, fittings, and gaskets.
- B. Test results on each batch of each size and class of pipe, for the materials and for the finished pipe units as described herein. If less than 100 units of a given size and class of pipe are required, the Contractor may submit certified copies of tests made on identical pipe units produced within the past year.
- C. Design calculations and reinforcing configurations for special classes of pipe and certified copies of test results of tests itemized in Subsection 1.03 of this specification shall be submitted to the Engineer for record purposes.
- D. Before shop drawing submittals are processed, the Owner or Engineer may elect to visit and inspect the proposed concrete pipe manufacturer's plant.

1.06 DELIVERY/STORAGE

- A. Pipe sections shall not be stored on areas over newly laid pipe or other existing pipelines which might be damaged by the superimposed load. Storage of sections shall be restricted to approved areas.
- B. Prior to installation, gaskets shall at all times be stored in a location with a minimum temperature of 50°F. Any gaskets not meeting the above requirements shall be rejected and promptly removed from the site.

PART 2 - PRODUCTS

2.01 MATERIAL:

A. PIPE:

1. The pipe shall be reinforced concrete pipe manufactured by an established manufacturer of good reputation in the industry and in a permanent plant adapted to meet all the design requirements of the pipe.
2. Pipes 24-inches in diameter and smaller shall be of the bell and spigot type. Pipes larger than 24-inches may be bell and spigot or tongue and groove.
3. The pipe shall have an interior surface which is smooth and even, free from roughness, projections, indentations, offsets, or irregularities of any kind. Pipe shall conform to the latest requirements of ASTM C76 and shall be Wall B or Wall C for the class indicated on the drawings, and with additions and exceptions as follows:
 - a. Type II cement shall be used unless otherwise approved by the Engineer. Admixtures shall not be used except with prior approval of the Engineer.
 - b. Elliptical reinforcement will not be permitted. Longitudinal reinforcement shall be continuous. Reinforcement shall have a minimum cover of ¾-inches.
 - c. Absorption shall be as specified under Quality Assurance.
 - d. Concrete pipe shall be manufactured by a vibratory process such as a packerhead or Vihy process. Concrete cast in vertical forms shall be dry mix concrete consolidated by internal or external mechanical vibration or both. The vibrating equipment shall be operated at high speed (more than 5,000 rpm) and have a low amplitude. Pipes manufactured by the modified packerhead process shall have a supplementary concrete densification operation that shall assure the attainment of full bond between reinforcement and concrete and also eliminate any displacement of the reinforcement. Additional passes with the revolving packerhead or the use of additional vibrators attached to the platform or exterior forms will not be acceptable.
 - e. Pipe units shall have a minimum laying length of 8 feet except as otherwise indicated or approved by the Engineer.
 - f. Pipe units shall not be shipped until the concrete has reached its 28 day design strength.
 - g. Mortar used for repairs shall have a minimum compressive strength of 4,000 psi at the end of 7 days and 5,000 psi at the end of 28 days for use with reinforced concrete pipe up to Class IV, and a compressive strength of 6,000 psi at the end of 7 days and 7,000 psi at the end of 28 days for use with reinforced concrete Class V pipe when tested in 3-inch by 6-inch cylinders

stored in the standard manner. Only those repairs permitted by the above-mentioned ASTM C76 will be allowed.

- h. The date of manufacture, class of pipe unit, size of pipe units, consecutive number of pipe unit, and trademark of the manufacturer shall be clearly and permanently marked on the inside or outside at one end of each pipe unit.

B. PIPE JOINTS/GASKETS:

1. Pipe joints shall conform to ASTM C433. Pipe joints shall be of the rubber gasket type in which the gaskets are in compression and which will permit both longitudinal and angular movement. The ends shall be designed to confine the gasket when the joint is in its final position. Each unit of pipe shall be provided with proper ends made of concrete formed on machined rings to ensure accurate joint surfaces.
2. The gaskets sealing the joint shall be made of natural rubber, synthetic rubber, or a blend of both having a texture to assure a watertight and permanent seal and shall be the product of a manufacturer having at least five years experience in the manufacturing of rubber gaskets for pipe joints. The gasket shall be of a solid circular cross section having a composition and texture which is resistant to common ingredients of sewerage, industrial wastes, and groundwater and which will endure permanently under the conditions likely to be imposed by this service. The gasket shall conform to Section 5, Materials and Manufacture for Gaskets, ASTM C443.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Pipe shall be laid to the lines and grades indicated on the drawings or given by the Engineer. Each pipe unit shall be so laid as to form a close joint with the next adjoining pipe and bring the inverts continuously to the required grade.
- B. Each pipe unit shall be handled into its position in the trench only in such manner and by such means, as the Engineer approves as satisfactory. The Contractor will be required to furnish approved devices to permit satisfactory supports of all parts of the pipe unit when it is lifted.
- C. The Contractor shall take all necessary precautions to prevent flotation of the pipe in the trench.
- D. Where so indicated on the drawings, the pipe shall be supported by compacted crushed stone, concrete cradle or envelope or any other bedding material as specified or as shown on the plans. Crushed stone shall be as specified under Section 02300 EARTHWORK.
- E. When each pipe unit has been properly bedded, enough of the backfill material shall be placed and compacted between the pipe and the sides of the trench to hold the pipe in correct alignment.

- F. Where a concrete cradle or envelope is used, the pipe shall be laid on concrete saddles and braced, so as to provide both vertical and lateral support for the pipe while the cradle or envelope is being placed. The location, dimensions and class of concrete required for cradle or envelope are indicated on the drawings.
- G. After the pipe units are aligned in the trench and are ready to be jointed, all joint surfaces shall be cleaned. Each pipe unit shall then be carefully pushed into place without damage to pipe ends. Suitable devices shall be used to force the pipe together so that they will fit with a minimum open recess inside and outside between the sections of pipe. Pipe joints shall then mortared together with a 2000 psi mortar both on the inside and outside of the joint.
- H. No pipe or fitting shall be permanently supported on saddles, blocking or stones.
- I. At all times when pipe laying is not actually in progress, the open ends of pipe shall be closed by temporary watertight plugs or by other approved means. If water is in the trench when work is resumed, the plug shall not be removed until all danger of earth or other materials entering the pipe has passed.

3.02 REPAIR OF PIPE:

Chipped, gouged or damaged pipe shall be repaired if the defects affect the structural integrity of the pipe. Surface imperfections need not be repaired. The pipe shall be repaired by an authorized representative of the pipe manufacturer following a repair procedure approved by the Engineer. The repaired pipe will be inspected by the Engineer prior to being used on the project.

END OF SECTION

SECTION 02643

PRECAST CONCRETE CULVERTS AND HEADWALLS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section covers design, furnishing and installation of precast culvert sections and headwalls complete, including coatings, joints and gaskets, as shown on the drawings and as specified herein.
- B. The Contractor shall furnish all labor, materials, tools and equipment and shall do all work to satisfactorily install the precast concrete culverts and headwalls. The work shall include excavation and removal of old culvert and unwanted backfill (if applicable), dewatering, flow diversion, construction of culvert foundation and bedding, installation and assembling of the precast reinforced concrete box culvert sections and headwalls, backfill, compaction, sheeting as required, clean-up and all necessary labor to complete the installation.

1.02 RELATED WORK:

- A. Section 02300, EARTHWORK

1.03 QUALITY ASSURANCE:

- A. The culverts and headwalls shall be manufactured by an established manufacturer of good reputation in the industry and in a permanent plant adapted to meet all design requirements of the precast culvert and headwall sections.
- B. The quality of materials, the process of manufacture, and the finished sections shall be subject to inspection by the Engineer. Inspection may be made at the place of manufacture, on the work site after delivery, or at both places, and the sections shall be subject to rejection at any time if they fail to meet any of the specification requirements. Any sections which are rejected shall be immediately removed from the job site by the Contractor.

1.04 REFERENCES:

- A. The following standards form a part of this specification, as referenced:

American Society for Testing and Materials (ASTM)

ASTM A615 Deformed Billet Steel Bars for Concrete Reinforcement

American Concrete Institute (ACI)

1.05 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01330 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Manufacturer's literature and shop drawings of the materials of this section. Before fabrication of the box culvert sections is begun, the Contractor shall submit shop drawings for review of the overall concept showing the size, wall thicknesses, connection and joint details, material, finish, and all other details of the culvert sections, in complete accordance with the requirements given on the drawings and in the specifications. The Contractor and his supplier are responsible for the structural integrity of the Precast box sections, headwalls and wingwalls. The design shall be prepared and stamped by a professional structural or civil engineer registered in the state where the project is located.
- B. A detailed written description of the method Contractor proposes to use to accomplish the culvert installation, with sketches showing details at the interface of the headwall/wingwall structures and the precast culvert sections.
- C. Test reports as required by the Engineer.

1.06 DELIVERY AND STORAGE:

Storage of culvert sections shall be restricted to approved areas, not over newly laid pipe or other pipelines which might be damaged by the superimposed load.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS:

- A. Precast sections and headwalls shall conform in shape, size, dimensions, materials, and other respects to the details indicated on the drawings or as required by the Engineer.
- B. Precast sections shall be designed to withstand earth loads due to soil cover on top of the culverts plus live loads due to vehicular traffic (HS20 loading). Design and construction of each section shall meet the requirements of ACI 318 and the AASHTO Load Factor.

2.02 PRECAST CONCRETE SECTIONS AND HEADWALLS:

- A. All precast concrete sections shall conform to the following requirements:
 - 1. Roof, sidewalls and floor thickness shall be a minimum of 8-inches. The internal dimensions shall be as shown on the drawings.
- B. All precast concrete headwalls, whether straight or wingwalls, shall comply with the dimensions shown on the drawings and shall be a minimum of 12-inches thick.
- C. Type I cement shall be used except as otherwise approved.

- D. Minimum compressive strength of concrete shall be 5,000 psi at 28 days.
- E. Sections shall be joined using fitted gasketed shiplap joints. Each section shall have a male and a female end, with not less than a 1-1/2-inch concrete overlap. Each section shall have one preplaced 1-inch diameter neoprene gasket.
- F. Each section shall be supplied with four lifting fixtures for handling of each unit according to manufacturer's recommendations.
- G. The exterior surfaces of all precast culvert sections shall be given one shop coat of bituminous Super Service Black as manufactured by Koppers Company, or an approved equal.
- H. The inside surfaces shall be smooth so as not to restrict flow through the completed installation, with 45 degree fillets in all four inside corners of culverts.
- I. The date of manufacture and the name or trademark of the manufacturer shall be clearly marked on the inside of each section.
- J. Steel reinforcement shall be Grade 60 and conform to ASTM A615 with a minimum of 1½-inches of concrete cover over steel.
- K. Unless otherwise indicated, end sections shall be fabricated so that the exposed faces are flush with the headwalls.
- L. The Engineer reserves the right to reject any precast section and the rejected unit shall be tagged and removed from the job site immediately. The Engineer may also require testing of the concrete, with the Contractor bearing all testing costs.

PART 3 - EXECUTION

3.01 GENERAL:

All precautions for water courses outlined in Section 01570 ENVIRONMENTAL PROTECTION must be strictly adhered to. By-pass pumping and silt control methods may be necessary, as required by the Engineer.

3.02 PRECAST SECTIONS AND HEADWALLS:

- A. All precast sections shall be installed in strict accordance with the shop drawings and the manufacturer's recommendations. The sections shall be carefully lowered into the excavation and placed on the prepared bedding in such manner and by such means as is required to properly control the final positioning.

- B. The culvert shall be installed to the lines and grades indicated on the drawings. The sections shall be installed and assembled and shall form a closed joint with adjoining sections. The invert shall be brought continuously to the required grade.
- C. The precast reinforced concrete sections and headwalls shall be set so as to be in true vertical and horizontal alignment.
- D. A neoprene joint sealant shall be installed between all concrete sections.
- E. The Contractor shall take all necessary precautions to prevent flotation of the box sections in the excavation. Where so indicated on the drawings, the culvert sections shall be supported by compacted crushed stone, a concrete cradle or envelope. When each box section has been properly bedded and the sections drawn together and joints made, enough of the backfill material shall be placed and compacted between the culvert sections and the sides of the excavation to hold the culvert in correct alignment.
- F. All holes left in place for handling the sections shall be plugged with grout. The grout shall be one part cement to two parts sand, mixed slightly with water. The grout shall be placed into the holes until it is dense and an excess of paste appears on the surface, and then finished smooth and flush with the adjoining surfaces.

END OF SECTION

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SECTION 02677

WETLANDS PROTECTION AND REPLICATION

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section consists of providing all labor, equipment, materials, tools, and required professional services in connection with the protection, replication, and provision of specific mitigation measures to minimize and compensate for impacts to existing wetland areas.

1.02 RELATED WORK:

- A. Section 01570, ENVIRONMENTAL PROTECTION

1.03 QUALITY ASSURANCE:

- A. This Contract requires construction adjacent to environmentally sensitive resource areas including flood plains and wetlands. The Wetlands Protection Act ("Act") G.L. Chapter 131 Sec. 40 governs work in these areas and the Contractor shall be required to comply with this and all other applicable Federal, State and local statutes, regulations, and ordinances, and with the Order of Conditions issued by the Conservation Commission.
- B. The Contract Drawings show the extent of the Bordering Vegetated Wetlands (BVW) and Buffer Zone (BZ). Work within the BVW or BZ shall also comply with the requirements of this section.

PART 2 - PRODUCTS

2.01 BACKFILL:

Loam and Organic Mixture - This section describes the specification for preparing a loam and organic mixture to be used as suitable backfill within the wetlands restoration and enhancement areas.

1. Loam shall be a natural, fertile, friable soil, typical of productive soils in the vicinity. Loam shall be free of admixture of subsoil and foreign matter or objects (gravel, roots, debris) larger than 2-inches in diameter.
2. Loam shall be uncontaminated and free of toxic substances or any materials harmful to plant growth, regeneration or reproduction. The pH of the loam shall range between 6.0 and 8.0.

3. Peat (if used) shall be supplied from an authorized peat supplier or nursery. Peat shall have an organic content ranging from 75 to 100%. Peat shall be uncontaminated and free of toxic substances or any materials harmful to plant growth, regeneration or reproduction.
4. The loam and organic mixture shall be mixed onsite to achieve a 5% organic content. This will be determined through laboratory analysis or organic content by the loss of weight by ignition of oven-dried samples. Test samples shall be oven-dried to a constant weight at a temperature of 230 degrees F. The final pH of the loam-peat mixture shall range from 5.8 to 8.0.

2.02 FERTILIZER:

Fertilizer shall be 10-6-8 controlled release, commercial grade granular free flowing, and uniform in composition and shall conform to applicable state and federal regulations. Fertilizer shall be delivered in manufacturer's standard container printed within manufacturer's name, material, weight, and guaranteed analysis.

2.03 MOISTURE ENHANCER:

A suitable moisture enhancer containing at least 99% Copolymer Acrylamide Acrylate shall be obtained and used for each planted shrub and sapling. This moisture enhancer shall be SuperSorb-C, TerraSorb or approved equal.

2.04 MULCH:

- A. Hay Mulch - Hay mulch shall consist of mowed and properly cured grass, clover and other acceptable plants. Hay mulch shall be free of weeds, twigs, debris or other deleterious material.
- B. Straw Mulch - Straw mulch shall consist of stalks or stems of grain after threshing.
- C. Wood Fiber Mulch - Wood fiber mulch shall consist of wood fiber produced from clean, whole, uncooked wood, formed into resilient bundles having a high degree of internal friction and shall be dry when delivered to the project.

2.06 HYDROSEED:

- A. Hydroseed shall be supplied by an authorized hydroseed contractor. The Hydroseed mixture shall be New England Wet Mix.

2.07 WATER:

Water shall not contain elements toxic to plant life.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Every effort shall be made to use existing wetland species. At the discretion of the Engineer, the Contractor may, at his option, dig up, store and maintain existing wetland species trees, shrubs and plants from the excavation area for use in the replication area. Trees shall be a minimum of 1-inch caliper and shrubs shall be a minimum of 24-inches in spread or height. All plants shall be vigorous and well formed specimens.
- B. All plant materials dug for this purpose shall be dug by hand, hydraulic tree spade specifically designed for this purpose or other suitable equipment of sufficient size to remove an adequate rootball.
- C. American Association of Nurserymen, Inc., American Standard for Nursery Stock (latest edition) for each species. For hand dug plants, a suitable burlap or other wrap or container shall be provided to keep the rootball intact.
- D. All plants dug for reuse shall be immediately moved to a protected storage area approved by the Engineer. Plants shall be set plumb on grade or in prepared holes and guyed as necessary. The area or holes shall be backfilled with suitable topsoil to cover rootballs entirely and mulched to prevent erosion. All stored vegetation shall be maintained in a damp condition by regular watering. Contractor shall utilize all cultural measures necessary for survival of collected plants.
- E. When work has been completed, stockpiled plants shall be replanted in prepared pits in locations in the replication area designated on the Contract Drawings. Planting, backfilling, fertilizing, staking, mulching, watering and all other cultural methods, including season for planting, maintenance and warranties shall be as per Section 02930.
- F. Costs for digging, moving, storage, maintenance and transplanting shall be considered part of the wetland replication item.
- G. In order to protect the wetlands from siltation caused by excavation in the replication area and by roadway construction, a silt fence and a continuous line of staked hay bales shall be placed as detailed in the Contract Drawings. Hay bales and silt fence are specified in Section 01570.
- H. The organic, top layer of wetlands soils (generally, the top 12-inches) contains the rootstock and seeds for many wetland plant species. As excavation in the wetlands areas commences, the Contractor shall separate the top 12-inch layer of wetland soils (topsoil) within the delineated wetland areas (flagged wetlands) from other soil types and stockpile the wetland soils within an upland area adjacent to the replication area. At no time will stockpiling of excavated soils within wetland areas be allowed. The wetland soil shall be carefully maintained in a wet condition by adequate watering and shall be protected by installing a siltation fence around the entire stockpiled area.

Stockpiles shall be completely covered with a filter fabric and whenever possible, located in the shade.

- I. Suitable soil which is excavated, not including the top layer referred to in the paragraph above, shall be carefully removed for use as subgrade material beneath wetland topsoil and if it is not immediately used, shall be stored in a designated stockpile area, to be reused. All soils to be reused shall be carefully stockpiled and protected with appropriate drainage and erosion control.
- J. Once the replication area has been excavated, backfilling of the excavation with wetland soil can occur. Prior to the spreading of the wetland soil, the subsoil within the replication area shall be inspected and approved by the Engineer. The elevation and slope of the backfilled subgrade are critical elements in assuring proper replacement of wetlands soils and the function of the wetland. When backfilled with the soil discussed in the paragraph above, elevation and slopes of backfilled areas shall be consistent with the Contract Drawings minus 1-foot to allow for replacement of wetlands (BVW) soils.

3.02 WETLANDS (BVW) SOILS:

- A. Wetlands topsoil shall be deposited to a minimum depth of twelve (12) inches. Wetlands topsoil shall be deposited so as to minimize travel and subsequent compression of the underlying material and the replaced wetland topsoil. In the event that the Contractor fails to remove and stockpile sufficient wetlands topsoil to cover the replication area, or in the event sufficient wetlands topsoil is not present, the Contractor shall provide, at no additional cost to the Owner, replacement wetlands topsoil. Replacement wetlands topsoil, if required, shall be provided by a licensed nursery and shall be similar in composition, texture, fertility, and as described in Section 2.01 BACKFILL. The final grading of the replacement wetlands topsoil shall be completed so as to result in no discontinuities in elevation upon removal of any siltation barrier or erosion control materials.
- B. Upon completion of final grading, the surface of the new wetlands topsoil shall be shallowly harrowed (depth 3-inches), prior to planting.
- C. Upon completion of grading, a final condition survey of the wetlands restoration and enhancement areas shall be performed by a licensed surveyor. Elevations shall be checked in numerous random locations, and shall be within 0.1 feet of the final planned surface elevation. Areas that do not meet the 0.1 foot criteria shall be regraded.

3.03 HYDROSEEDING:

Hydroseeding shall accomplish seeding, fertilizing and mulching. Hydroseeded areas shall be seeded at a rate of 400 pounds per acre. Hydroseed application shall be conducted between 15 April and 15 June or 15 September to 30 October, or as recommended by the hydroseed contractor.

3.04 FERTILIZER APPLICATION:

Saplings and trees shall be fertilized at a rate of 0.25 pound of fertilizer per plant, or as recommended by the nursery. Fertilizer shall be worked 2- to 3-inches into the soil.

3.05 MOISTURE ENHANCER:

The moisture enhancer specified in Section 2.03 of this specification shall be applied to each planted shrub and sapling at a rate of 8 ounces per propagule and shall be broadcast around the root ball 3- to 4-inches below the surface.

3.06 MULCH:

Saplings and shrubs shall be mulched to a depth of 2-inches around the base of the pit, at the discretion of the wetlands restoration specialist.

3.07 WATERING:

All saplings and shrubs shall be watered by flooding the backfilled hole within the same working day of planting. Additional soil shall be added around each plant as required to compensate for settling.

3.08 PROTECTION:

Upon completion of construction activities within the wetlands restoration and enhancement areas, barricades or snow fencing shall be erected along upland areas adjacent to the wetland to prevent unauthorized access.

3.09 REPLANTING OF WETLANDS VEGETATION IN THE REPLICATION AREA:

- A. In all wetlands, replication of the disturbed areas shall require replanting with indigenous wetland species. The Contractor shall dig, store, and replant existing, shrubs and groundcover and respread stockpiled wetlands soil. The intent of this Section is to insure that at least 75 percent of the surface area of all disturbed wetlands is reestablished with indigenous wetland plant species within two growing seasons of their planting in accordance with the Massachusetts DEP Wetlands Protection Act Regulations. The growing season for wetlands revegetation areas shall be April 15 to October 15. Purple Loosestrife and Phragmites species shall not be planted in any wetland. If after 180 growing season days it is evident in the opinion of the Engineer that it is unlikely that the 75 percent reestablishment requirement will be achieved, the Contractor shall supplement the plantings as necessary to achieve the required coverage at no additional cost to the Owner. If at the end of two growing seasons, 75 percent reestablishment has not been achieved, the Contractor shall provide and plant additional new plant material to achieve 75 percent reestablishment at no additional cost to the Owner.
- B. Wetland plantings shall be performed as designated on the Contract plans.

- C. Wetland planting materials, operations, maintenance, inspection, and preliminary acceptance shall be as specified in Section 02930. Warranty and final inspection of all wetland plantings shall be a minimum of one year from the date of preliminary acceptance.
- D. Maintenance shall be provided until final acceptance.

3.10 EROSION CONTROL SEEDING FOR WETLANDS:

- A. After wetland soil is respread, no further preparation for seeding is required or allowed. No fertilizer, limestone, superphosphate or other amendment shall be added to wetland soils. Seed mixture and application rates for this work shall follow the contract plans.
- B. A wetland seed mixture containing a wide variety of seeds native to New England and which do not include any invasive plant species prohibited in the latest edition of the "Performance Guidelines and Supplemental Information on the Checklist for Review of Mitigation Plan", published by the U.S. Army Corps of Engineers New England Division. Application rates shall be one pound per 5000 square feet when used in an understory seeding and two pounds per 5000 square feet when used in a wet meadow seeding.
- C. Where required by the Engineer, for reasons of excessive soil moisture, the wetland seed mixture shall be modified by the addition of an approved portion by weight of Winter Rye seed to provide soil stabilization cover in the fall.

3.11 WORK IN THE BUFFER ZONE (BZ):

- A. When any work occurs in the Buffer Zone (BZ) within 100 feet of bordering vegetated wetlands (BVW), certain measures, as indicated on the Contract Drawings, shall be taken to protect the integrity of the wetlands.
- B. A siltation barrier consisting of a continuous row of staked straw bales and straw wattles shall be placed between the BVW and the work area to prevent soil materials from entering the BVW from the BZ as shown on the Contract Drawings. This siltation barrier shall be inspected and maintained on a daily basis.
- C. In general, storage of equipment or materials in BVW or BZ areas shall not be permitted. Storage of oil products or the repairing of vehicles and/or maintenance operations shall not be permitted in the BVW or BZ areas. Should the Engineer deem that the Contractor's activities are unnecessarily detrimental to the wetlands, the Engineer reserves the right to order the Contractor to immediately cease all activities on-site until the situation is resolved to the satisfaction of the Engineer.

END OF SECTION

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SECTION 02745

PAVING

PART 1 - GENERAL

1.01 WORK INCLUDED:

The Contractor shall furnish all labor, materials and equipment and shall replace the pavements as indicated on the drawings and as herein specified.

Due to the significant variations in asphalt prices this contract includes a price adjustment as described in Section 01270 Measurement and Payment.

1.02 RELATED WORK:

- A. Section 02300, EARTHWORK
- B. Section 02631, PRECAST CATCH BASINS

1.03 SYSTEM DESCRIPTION:

A. GENERAL

The types of pavement systems to be utilized on this project are as follows:

TYPE 1: MILLING
TYPE 2: ROAD RECONSTRUCTION
TYPE 3: OVERLAY

PAVEMENT SCHEDULE

B. TYPE 1. MILLING

In areas designated to be milled, the areas as shown on the Drawings is to be cold planed to remove 1-1/2-inches of the existing pavement. Cold planing shall be performed only with the approval of the Owner.

C: TYPE 2. ROAD RECONSTRUCTION:

In areas designated to be reconstructed, the existing pavement shall be removed and disposed of. Areas shall be excavated to a depth required to install compacted gravel subbase, binder course pavement, and top course pavement. Areas shall be fine-graded as shown on the drawings prior to installation of the bituminous pavement. No pavement shall be placed until compaction testing of the gravel subbase, as specified in Section

02300, EARTHWORK, has been performed and approved. Final pavement shall not be installed prior to approval of the fine grading.

E. TYPE 3. OVERLAY

Areas shall be paved with permanent trench binder course pavement. Permanent trench binder course pavement shall be installed flush with the existing pavement and maintained until such time as the permanent curb-to-curb top course pavement, 1-1/2 inches thick, is installed. The permanent curb-to-curb top course pavement shall not be installed until the trench binder pavement has been in place not less than 30 days, as approved by the Owner.

1.04 REFERENCES

The following standards form a part of these specifications and indicate the minimum standards required:

American Society for Testing and Materials (ASTM)

ASTM D1557 Test for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 Pound Rammer and 18-Inch Drop

Massachusetts Department of Transportation (MassDOT)
Standard Specifications for Highways and Bridges

MassDOT 403 Reclaimed Base Course
MassDOT 405 Gravel Base Course
MassDOT 420 Hot Mix Asphalt Base Course
MassDOT 460 Hot Mix Asphalt Pavement
MassDOT 476 Cement Concrete Pavement
MassDOT 860 Reflectorized Pavement Markings

Federal Specifications

SS-S-1401 Sealants, Joint, Non-Jet-Fuel-Resistant, Hot Applied, for Portland Cement and Asphalt Concrete Pavement

AASHTO Standard Specifications for Materials and Methods of Sampling and Testing

1.05 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01330 SUBMITTALS, SUBMIT THE FOLLOWING:

Complete job mix formula shall be submitted to the Engineer at least two weeks before any of the work of this section is to begin.

PART 2 - PRODUCTS

2.01 GRAVEL SUBBASE:

- A. Gravel subbase shall consist of inert material that is hard durable stone and coarse sand, free from loam and clay, surface coatings and deleterious materials.
- B. Gradation requirements for gravel subbase shall be as specified in Section 02300, EARTHWORK for Gravel Borrow.

2.02 HOT MIX ASPHALT PAVEMENT:

- A. Pavements shall consist of hot mix asphalt.
- B. Pavement mixtures shall be within the composition limits of base courses, binder courses, top courses and surface treatment, in accordance with MassDOT M3.11.03, with constituents that conform to Table A, below.

TABLE A

PERCENT BY MASS PASSING SIEVE DESIGNATION

Standard Sieves (in.)	Binder Course	Top Course
3 in		
2 in		
1-1/2 in		
1 in	100	
¾ in	80-100	
5/8 in		100
½ in	55-75	95-100
3/8 in		80-100
No.4	28-50	50-76
No.8	20-38	37-49
No.16		26-40
No.30	8-22	17-29
No.50	5-15	10-21
No.100		5-16
No.200	0-5	2-7
Binder	4.5-5.5	5.6-7.0

Percentages shown for aggregate sizes are stated as proportional percentages of total aggregate for the mix.

Unless authorized by the Engineer, no Job-Mix Formula will be approved which specifies:

More than 45% passing No. 8 for Top Courses
Less than 4% passing No. 200 for Top Course.
Less than 6% bitumen for Top Course.

- C. The joint sealant shall be a hot poured rubberized emulsified asphalt sealant meeting the requirements of FS SS-S-1401.
- D. The tack coat shall be an asphalt emulsion, RS-1 if required, conforming to MassDOT Section M3.03.0.

PART 3 - EXECUTION

3.01 GENERAL:

Paving courses required for the project shall be as shown on the drawings and as specified herein. Pavement thicknesses specified are measured in compacted inches. If a pavement course thickness exceeds 2-1/2 compacted inches, the course shall be installed in multiple lifts with each lift not exceeding 2-1/2 compacted inches in thickness.

3.02 GRAVEL SUBBASE:

- A. The gravel subbase to be placed under pavement shall consist of 12-inches of gravel evenly spread and thoroughly compacted.
- B. The gravel shall be spread in layers not more than 4-inches thick, compacted measure. All layers shall be compacted to not less than 95 percent of the maximum dry density of the material as determined by ASTM D1557 Method C at optimum moisture content.

3.03 PERMANENT BITUMINOUS PAVEMENT:

- A. The bituminous paving mixture, equipment, methods of mixing and placing, and the precautions to be observed as to weather, condition of base, etc., shall be in accordance with MassDOT Section 460.
- B. BINDER COURSE PAVEMENT:
 - 1. Immediately prior to installing the binder course, the trimmed edges shall be made stable and unyielding, free of loose or broken pieces and all edges shall be thoroughly broomed clean. Contact surfaces of trench sides, curbs, manholes,

catch basins, or other appurtenant structures in the pavement shall be painted thoroughly with a uniform coating of asphalt emulsion (tack coat), just before any mixture is placed against them.

2. The binder course shall be repaired as necessary to maintain the surface of the pavement until placement of the permanent overlay. If required, the Contractor shall place a leveling course before placing the permanent overlay.

C. TOP COURSE PAVEMENT:

1. Top course or surface treatment shall be placed over the trench or full width as shown on the drawings or as specified.
2. Prior to placement of the top course or surface treatment, the entire surface over which the top course or surface treatment is to be placed shall be broom cleaned and tack coated.
3. Top course or surface treatment pavement placed over trenches may be feathered to meet existing paved surfaces, if approved by the Engineer.
4. Prior to placing full width top course or surface treatment pavements, keyways shall be milled in all intersecting streets.

3.04 ROAD RECONSTRUCTION:

A. FINE GRADING

1. The reconstructed material shall be shaped and graded to the lines and elevations as required by the Engineer. The entire roadway surface shall be graded as required to provide for a 2-1/2 inch thick binder course and 1-1/2-inch thick top course curb to curb pavement while leaving a 6-inch curb reveal, or as noted, and a crown at the centerline of the road with a 2.5%± slope to the curbs. All intersections with side streets, driveways and sidewalks shall be graded so as to provide a smooth transition to the finished paved surface. All excess material shall be removed and disposed of at the Contractor's expense in accordance with state regulations. If the Owner so directs, the Contractor shall deliver the excess material to a local point, at no additional cost. The surface shall be compacted to a dense consolidated mass by rolling with a roller weighing not less than ten (10) tons. The finished surface shall be tested for smoothness and accuracy of grade and if any portions are found to lack the required grade these areas shall be pulverized and recompact and otherwise manipulated as the Engineer may require until the required smoothness and accuracy are obtained. The finished surface shall be such that it will not vary more than one quarter (1/4) of an inch from a ten (10) foot straight edge applied to the surface, parallel to or at right angles to the center line.

3.05 PAVEMENT PLACEMENT:

- A. Unless otherwise permitted by the Engineer for particular conditions, only machine methods of placing the pavement shall be used. The equipment for spreading and finishing shall be mechanical, self-powered pavers, capable of spreading and finishing the mixture true to line, grade, width and crown. The mixtures shall be placed and compacted only at such times as to permit proper inspection and checking by the Engineer.
- B. After the paving mixtures have been properly spread, initial and intermediate compaction shall be obtained by the use of steel wheel rollers having a weight of not less than 240 pounds per inch width of tread.
- C. Final rolling of the top course or surface treatment pavement shall be performed by a steel wheel roller weighing not less than 285 pounds per inch width of tread at a mix temperature and time sufficient to allow for final smoothing of the surface and thorough compaction.
- D. Immediately after placement of top course or surface treatment pavement, all joints between the existing and new top course or surface treatment pavements shall be sealed with hot poured rubberized asphalt joint sealant.
- E. Where there is no backing for the edges of the curb-to-curb pavement, the Contractor shall provide a gravel transition. The gravel transition shall be installed immediately after the pavement is placed, shall be feathered and extend a minimum of 18-inches, and shall be compacted using the same equipment as for pavement compaction. The gravel shall be uniformly graded material with a maximum size of 3/8- to 1/2-inch.
- F. When required by the Engineer, the Contractor shall furnish and install additional paving to provide satisfactory transition for driveways and walkways impacted by a new curb-to-curb pavement installation. The transition installation will be considered incidental to the curb-to-curb pavement installation.

3.06 ADDITIONAL PAVING:

- A. If the Engineer determines that the existing bituminous concrete pavement on local streets is thicker than the permanent pavement specified herein, the Contractor may be required to install hot mix asphalt to obtain the depth of the existing pavement.
- B. If for the installation of full width paving, the Engineer determines that the existing road surface requires additional leveling pavement, then the Contractor shall install additional hot mix asphalt to bring the section to proper line and cross section. Additional paving required to restore the proper line and cross section of binder course installed by the Contractor which has become rough and uneven shall be furnished and installed at the expense of the Contractor.

3.07 PAVEMENT REPAIR:

- A. If permanent pavement becomes rough or uneven, permanent pavement patches and trenches shall be replaced in accordance with the conditions of the warranty period.

END OF SECTION

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SECTION 02920

LOAMING AND SEEDING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section covers all labor, materials, and equipment necessary to do all loaming, seeding and related work as indicated on the drawings and as herein specified. All lawns disturbed by the Contractor's operations shall be repaired as herein specified.

1.02 RELATED WORK:

- A. Section 01570, ENVIRONMENTAL PROTECTION

1.03 QUALITY ASSURANCE:

- A. For a particular source of loam, the Engineer may require the Contractor to send approximately 10 pounds of loam to an approved testing laboratory and have the following tests conducted:

1. Organic concentration
2. pH
3. Nitrogen concentration
4. Phosphorous concentration
5. Potash concentration

- B. These tests shall be at the Contractor's expense. Test results, with soil conditioning and fertilizing recommendations, shall be forwarded to the Engineer.

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01330 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Information detailing the seed mixes, fertilizers, mulch material, slope protection material (if required) and origin of loam.
- B. Test results.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. LOAM:

1. Loam shall be a natural, fertile, friable soil, typical of productive soils in the vicinity, obtained from naturally well-drained areas, neither excessively acid nor alkaline, and containing no substances harmful to grass growth. Loam shall not be delivered to the site in frozen or muddy condition and shall be reasonably free of stumps, roots, heavy or stiff clay, stones larger than 1-inch in diameter, lumps, coarse sand, noxious weeds, sticks, brush or other litter.
2. The loam shall contain not less than 4 percent nor more than 20 percent organic matter as determined by the loss of weight by ignition of oven-dried samples. Test samples shall be oven-dried to a constant weight at a temperature of 230 degrees F.

B. LIME:

Lime shall be standard commercial ground limestone containing at least 50 percent total oxides (calcium oxide and magnesium oxide), and 50 percent of the material must pass through a No. 100 mesh sieve with 98 percent passing a No. 2 mesh sieve.

C. FERTILIZER:

Fertilizer shall be commercial fertilizer, 10-10-10 fertilizer mixture containing at least 40 percent of organic nitrogen. It shall be delivered to the site in the original sealed containers, each showing the manufacturer's guaranteed analysis. Fertilizer shall be stored so that when used it will be dry and free flowing. No fertilizer shall be used which has not been marketed in accordance with State and Federal Laws, relating to fertilizers.

D. MULCH:

1. Materials to be used in mulching shall conform to the following requirements:
2. Straw Mulch - Straw Mulch shall consist of stalks or stems of grain after threshing.
3. Wood Fibre Mulch - Wood Fibre Mulch shall consist of wood fibre produced from clean, whole uncooked wood, formed into resilient bundles having a high degree of internal friction and shall be dry when delivered to the project.

E. SEED:

1. Seed shall be of an approved mixture, the previous year's crop, clean, high in germinating value, a perennial variety, and low in weed seed. Seed shall be obtained from a reliable seed company and shall be accompanied by certificates relative to mixture purity and germinating value.

2. Grass seed for lawn areas shall conform to the following requirements:

	Proportion by Weight	Germination Purity	Purity Minimum
Chewing's Fescue	30%	70%	97%
Kentucky 31 Fescue	30%	90%	98%
Kentucky Blue Grass	20%	80%	85%
Domestic Rye Grass	20%	90%	98%

Grass seed for cross-country areas, slopes and other areas not normally mowed shall conform to the following requirements:

	Proportion by Weight	Germination Minimum	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky 31	30%	85%	95%
Domestic Rye	10%	90%	98%
Red Top	5%	85%	92%
Ladino Clover	5%	85%	96%

F. TEMPORARY COVER CROP:

1. Temporary cover crop shall conform to the following requirements:

	% Weight	Germination Minimum
Winter Rye	80 min.	85%
Red Fescue (creeping)	4 min.	80%
Perennial Rye Grass	3 min.	90%
Red Clover	3 min.	90%
Other Crop Grass	0.5 max.	
Noxious Weed Seed	0.5 max.	
Inert Matter	1.0 max.	

G. SLOPE EROSION PROTECTION:

1. Erosion control blanket shall be 100% degradable plastic mesh with 100% degradable straw or straw/coconut fill. Fill shall be held together by degradable fastening. Weight shall be 0.50 lb/sq. yd. Erosion control blankets shall be applied parallel to direction of water flow. The erosion control blankets shall be by North American Green, Evansville, IN or approved equal. For slopes 2:1 or greater, Model SC150 shall be used. For slopes less than 2:1, Model S150 shall be used.

2. Six-inch wire staples shall be placed according to manufacturers recommendations to anchor the mesh material. Staples shall be designed to decompose.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION:

- A. After approval of rough grading, loam shall be placed on areas affected by the Contractor's operations. Loam shall be at least 6-inches compacted thickness.
- B. Lime shall be applied to bring the pH to 6.5 or, without a soil test, at the rate of 2-3 tons of lime per acre.
- C. Fertilizer shall be applied according to the soil test, or without a soil test, at the rate of 1000 pounds per acre.
- D. Loam shall be worked a minimum of 3-inches deep, thoroughly incorporating the lime and fertilizer into the soil. The loam shall then be raked until the surface is finely pulverized and smooth and compacted with rollers, weighing not over 100 pounds per linear foot of tread, to an even surface conforming to the prescribed lines and grades. Minimum depth shall be 6-inches after completion.

3.02 SEEDING:

- A. Seeding shall be done when weather conditions are approved as suitable, in the periods between April 1 and May 30 or August 15 to October 1, unless otherwise approved.
- B. If there is a delay in seeding, during which weeds grow or soil is washed out, the Contractor shall remove the weeds or replace the soil before sowing the seed, without additional compensation. Immediately before seeding is begun, the soil shall be lightly raked.
- C. Seed shall be sown at the approved rate, on a calm day by machine.
- D. One half the seed shall be sown in one direction and the other half at right angles. Seed shall be raked lightly into the soil to a depth of 1/4-inch and rolled with a roller weighing not more than 100 pounds per linear foot of tread.
- E. The surface shall be kept moist by a fine spray until the grass shows uniform germination over the entire area. Wherever poor germination occurs in areas larger than 3 sq. ft., the Contractor shall reseed, roll, and water as necessary to obtain proper germination.
- F. The Contractor shall water, weed, cut and otherwise maintain and protect seeded areas as necessary to produce a dense, healthy growth of perennial lawn grass.

- G. If there is insufficient time in the planting season to complete the fertilizing and seeding, permanent seeding may be left until the following planting season, at the option of the Contractor or as required by the Engineer. In that event, a temporary cover crop shall be sown. This cover crop shall be cut and watered as necessary until the beginning of the following planting season, at which time it shall be plowed or harrowed into the soil, the area shall be fertilized and the permanent seed crop shall be sown as specified.

3.03 PLACING MULCH:

- A. Straw Mulch shall be loosely spread to a uniform depth over all areas designated on the plans, at the rate of 4-1/2 tons per acre, or as otherwise required.
- B. Straw Mulch may be applied by mechanical apparatus, if in the judgment of the Engineer the apparatus spreads the mulch uniformly and forms a suitable mat to control slope erosion. The apparatus shall be capable of spreading at least 80 percent of the hay or straw in lengths of 6-inches or more, otherwise it shall be spread by hand without additional compensation.
- C. Wood Fibre Mulch shall be uniformly spread over certain selected seeded areas at the minimum rate of 1,400 pounds per acre unless otherwise required. It shall be placed by spraying from an approved spraying machine having pressure sufficient to cover the entire area in one operation.

3.04 SEEDING AND MULCHING BY SPRAY MACHINE:

- A. The application of lime, fertilizer, grass seed and mulch may be accomplished in one operation by the use of an approved spraying machine. The materials shall be mixed with water in the machine and kept in an agitated state in order that the materials may be uniformly suspended in the water. The spraying equipment shall be so designed that when the solution is sprayed over an area, the resulting deposits of lime, fertilizer, grass seed and mulch shall be equal to the specified quantities.
- B. A certified statement shall be furnished, prior to start of work, to the Engineer by the Contractor as to the number of pounds of limestone, fertilizer, grass seed and mulch per 100 gallons of water.
- C. This statement should also specify the number of square yards of seeding that can be covered with the solution specified above. If the results of the spray operation are unsatisfactory, the Contractor will be required to abandon this method and to apply the lime, fertilizer, grass seed and mulch by other methods.

3.05 INSPECTION AND ACCEPTANCE:

At the beginning of the planting season following that in which the permanent grass crop is sown, the seeded areas will be inspected. Any section not showing dense, vigorous growth at that time shall be promptly reseeded by the Contractor at his own expense. The seeded areas shall be watered, weeded, cut and otherwise maintained by the Contractor until the end of that planting season, when they will be accepted if the sections show dense, vigorous growth.

END OF SECTION

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DIVISION 3

CONCRETE

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SECTION 03302
FIELD CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers concrete and all related items necessary to place and finish the concrete work.
- B. Concrete thrust, and anchor blocks, to be provided at all water main bends, tees, plugs and wyes and at other locations required by the Engineer shall be installed in accordance with the details shown on the drawings and as specified in this section.
- C. Concrete encasement for piping with shallow cover and for encasement of telephone, and electrical duct bank when specified shall be installed in accordance with the details shown on the drawings and as specified in this section.

1.02 RELATED WORK:

- A. Section 02300, EARTHWORK
- B. Section 02080, DUCTILE IRON PIPE AND FITTINGS
- C. Section 02089, DUCTILE IRON GRAVITY PIPE AND FITTINGS FOR SEWERS

1.03 REFERENCES:

- A. The following standards form a part of this specification:

American Concrete Institute (ACI)

- ACI 304 Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.
- ACI 305 Recommended Practice for Hot Weather Concreting
- ACI 306 Recommended Practice for Cold Weather Concreting
- ACI SP-66 ACI Detailing Manual
- ACI 318 Building Code Requirements for Reinforced Concrete

American Society for Testing and Materials (ASTM)

ASTM A615	Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C33	Concrete Aggregates
ASTM C94	Ready-Mixed Concrete
ASTM C143	Test for Slump of Portland Cement Concrete
ASTM C150	Portland Cement
ASTM C260	Air Entraining Admixtures for Concrete
ASTM C494	Chemical Admixtures for Concrete

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01330 SUBMITTALS, SUBMIT THE FOLLOWING:

Statement of materials constituting the design of mixes for each size aggregate as required by ASTM C94 shall be submitted to the Engineer within one week following award of the Contract.

PART 2 - PRODUCTS

2.01 CONCRETE:

- A. All concrete, reinforced or non-reinforced shall have a 28 day compressive strength of 3000 psi unless otherwise noted on the design drawings. A minimum of 5.5 sacks of cement per cubic yard and a maximum water cement ratio of 6.9 gallons per sack shall be used.
- B. Concrete shall conform to ASTM C94. The Contractor shall be responsible for the design of the concrete mixtures. Slump shall be a maximum of 4-inches and a minimum of 2-inches, determined in accordance with ASTM C143.
- C. Admixtures shall be as specified in subsection 2.05. No additional admixtures shall be used unless approved by the Engineer.
- D. No additional water, except for the amount indicated by the design mix shall be added to the concrete without the prior permission of the Engineer.

2.02 CEMENT:

The cement shall be an approved brand of American manufactured Portland Cement, Type II conforming to the applicable requirements of ASTM C150.

2.03 AGGREGATES

- A. Except as otherwise noted, aggregate shall conform to the requirements of ASTM C33.

- B. Maximum size aggregate shall be 3/4-inch.

2.04 ADMIXTURES:

- A. All concrete (unless otherwise directed) shall contain an air entraining agent. Air entrained concrete shall have air content by volume of 4 to 8 percent for 3/4-inch aggregate.
- B. Air entraining agent shall be in accordance with ASTM C260 and shall be Darex AEA, as manufactured by W.R. Grace & Company; Placewel (air entraining Type), as manufactured by Johns Manville; Sika AER as manufactured by Sika Chemical Company; or an approved equal product.
- C. Water reducing agent shall be WRDA, as manufactured by W.R. Grace & Company; Placewel (non-air entraining Type), as manufactured by Johns Manville; Sika Plastiment as manufactured by Sika Chemical Company; or an approved equal product.
- D. Water reducing agent-retarder shall be "Daratard," as manufactured by W.R. Grace & Company; Sika Plastiment as manufactured by Sika Chemical Company; or an approved equal product.

2.05 WATER:

- A. Water for concrete shall be potable, free of deleterious amounts of oil, acid, alkali, organic matter and other deleterious substances.

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Before placing concrete, forms and the space to be occupied by the concrete shall be thoroughly cleaned, and reinforcing steel and embedded metal shall be free from dirt, oil, mill scale, loose rust, paint or the material which would tend to reduce the bond.
- B. Earth, concrete, masonry, or other water permeable material against which concrete is to be placed shall be thoroughly saturated with water immediately before concrete is placed.
- C. No concrete shall be placed until the consolidation of the ground and the arrangement and details of forms and reinforcing have been inspected and approved by the Engineer.

3.02 THRUST AND ANCHOR BLOCKS:

- A. Minimum bearing areas for thrust blocks and dimensions of anchor blocks shall be as shown on the drawings.

- B. Concrete for thrust and anchor blocks shall be placed against undisturbed earth, and wooden side forms shall be used to provide satisfactory lines and dimensions. Felt roofing paper shall be placed to protect joints. No concrete shall be placed so as to cover joints, bolts or nuts, or to interfere with the removal of the joints.

3.03 FILL CONCRETE:

- A. Fill concrete shall be placed in those locations as indicated on the design drawings. Fill concrete shall consist of materials as previously specified, with a minimum 28-day compressive strength of 3000 psi.
- B. Before fill concrete is placed, the following procedures shall be used to prepare surfaces; all dirt, scum and laitance shall be removed by chipping and washing. The clean, roughened base surface shall be saturated with water, but shall have no free water on the surface. A coat of 1:2 cement-sand grout, approximately 1/8-inch thick, shall be well scrubbed into the thoroughly dampened concrete base. The concrete fill shall be placed immediately, before grout has dried or set.
- C. Fill concrete shall be brought to lines and grades as shown on the design drawings.

3.04 CONCRETE PLACING DURING COLD WEATHER:

- A. Concrete shall not be placed on frozen ground, and no frozen material or material containing ice shall be used. Materials for concrete shall be heated when temperature is below 40°F, or is expected to fall to below 40°F, within 73 hours, and the concrete after placing shall be protected by covering, heat, or both.
- B. All details of Contractor's handling and protecting of concrete during freezing weather shall be subject to the approval of the Engineer. All procedures shall be in accordance with provisions of ACI 306.

3.05 CONCRETE PLACING DURING HOT WEATHER:

- A. Concrete just placed shall be protected from the direct rays of the sun and the forms and reinforcement just prior to placing, shall be sprinkled with cold water. The Contractor shall make every effort to minimize delays, which will result in excessive mixing of the concrete after arrival on the job.
- B. During periods of excessively hot weather (90°F or above), ingredients in the concrete shall be cooled insofar as possible and cold mixing water shall be used to maintain the temperature of the concrete at permissible levels all in accordance with the provisions of ACI 305. Any concrete with a temperature above 90°F, when ready for placement, will not be acceptable, and will be rejected.

3.06 FIELD QUALITY CONTROL:

- A. Concrete inspection and testing shall be performed by the Engineer or by an inspection laboratory, designated by the Engineer, engaged and paid for by the Owner. Testing equipment shall be supplied by the laboratory, and the preparation of samples and all testing shall be performed by the laboratory personnel. Full assistance and cooperation, concrete for samples, and such auxiliary personnel and equipment as needed shall be provided by the Contractor.
- B. At least 4 standard compression test cylinders shall be made and tested and 1 slump test from each day's placement of concrete. A minimum of four compression test cylinders shall be made and tested for each 100 cubic yards of each type and design strength of concrete placed. One cylinder shall be tested at 7 days, and two at 28 days. The fourth cylinder from each set shall be kept until the 28 day test report on the second and third cylinders in the same set has been received. If the average compressive strength of the two 28 day cylinders do not achieve the required level, the Engineer may elect to test the fourth cylinder immediately or test it after 56 days. If job experience indicates additional cylinder tests or other tests are required for proper control or determination of concrete quality, such tests shall be made.
- C. The Engineer shall have the right to reject concrete represented by low strength tests. Rejected concrete shall be promptly removed and replaced with concrete conforming to the specification. The decision of the Engineer as to whether substandard concrete is to be accepted or rejected shall be final.

END OF SECTION

P:\MA\Erving, MA\ENG20-0442 Wheelock St Culverts\4 Working Documents\4.2 Specifications\Div 3\SECTION 03302_Field Concrete.docx

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TOWN OF ERVING

P.O.T.W. #1 / Water Dept.

Tel: 413-423-3354

Fax: 413-423-3919

**12 East Main Street
ERVING MASSACHUSETTS 01344**

Chief Operator / Water Superintendent

peter.sanders@erving-ma.gov

To Selectboard
Capital/Finance Committee

Re: Lead Service Line Replacement Plan and Water Service Inventory

In 2021 EPA made Lead and Copper Rule Revisions (LCRR) these changes require that all Public Water Systems (PWSs) create an inventory of utility and customer service line materials connected to the PWS distribution system. In addition to develop an LSL Replacement Plan detailing how the PWS will prioritize, fund, and removal of LSL's connected to the system, if necessary. The LSL inventory must be made accessible to the public as required by the LCRR. The LSL Replacement Plan and inventory must be submitted to Mass DEP by October 16, 2024.

The MassDEP amended the final Intended Use Plan for the DWSRF to establish a new program for the LSL inventories and replacement planning. These programs will assist PWSs with complying with the LCRR by offering 100% loan forgiveness for projects that complete the required steps by the October 2024 deadline. The project schedule also includes that MassDEP will approve EWD's application by March 2023.

The Town is going to have to complete this regardless. With a proposal cost of \$121,500 this is a great opportunity for the Town. Completing and submitting the application to MassDEP for approval is a win-win opportunity for the Town of Erving.

Sincerely

Peter Sanders
Water/Wastewater Superintendent
Town of Erving

1450040-P034
November 30, 2022

Peter Sanders, Superintendent
Erving Water Department
16 Public Works Boulevard
Erving, MA 01344

Re: **Engineering Services Agreement - Lead and Copper Rule Revisions
Water Service Inventory and Lead Service Line Replacement Plan**

Dear Mr. Sanders:

Tighe & Bond is pleased to submit this agreement for engineering services related to the Lead Service Line (LSL) Inventory and Replacement Plan project to the Erving Water Department (EWD), as required by the Lead and Copper Rule Revisions.

Project Understanding

In 1991, the United States Environmental Protection Agency (EPA) promulgated the Lead and Copper Rule (LCR) under the authority of the 1974 Safe Drinking Water Act. The LCR helps protect public health by regulating water suppliers on how to treat and control for lead. The 2021 Lead and Copper Rule Revisions (LCRR) require all Public Water Systems (PWSs) to complete an inventory of utility and customer side service line materials connected to its distribution system and to develop a LSL Replacement Plan detailing how the PWS will prioritize, fund, and remove LSLs connected to its distribution system, if necessary. The LSL Inventory and Replacement Plan must be submitted to MassDEP by October 16, 2024. Additionally, the LCRR requires the LSL Inventory to be made accessible to the public.

The EWD's water distribution system currently supplies water to approximately 600 people through approximately 270 service connections. The entire water system includes a single gravel packed well treated for corrosion control, an above ground welded steel storage tank, an emergency interconnection with Montague, and approximately 6.6 miles of ductile iron distribution system piping.

The Massachusetts Department of Environmental Protection (MassDEP) amended the May 2022 Final Intended Use Plan (IUP) for the DWSRF to establish a new program for LSL inventories and replacement planning. These programs will assist PWSs with complying with the LCRR by offering 100% loan forgiveness for projects completing these required activities by the October 2024 deadline.

Scope of Work

The scope of work is divided into two (2) phases: Phase 1 – Initial Water Service Inventory Development and Phase 2 – Lead Service Line Replacement Plan.



PHASE 1 – Initial Water Service Inventory Development

Task 1.1 – Record Review and Analysis (Desktop Analysis)

1.1.1 Record Data Request and Review

Tighe & Bond will request all available record data and information on the distribution system and its service lines from the EWD. Tighe & Bond will review the available data to evaluate the type and quality of the record information and to identify data gaps. Findings from the records review will be documented and entered into the draft inventory database and/or will be used for subsequent tasks. The data request and review will include information such as:

- GIS Database of Distribution System and Service Lines
- Original Service Cards, Tie-Cards/Tap Cards
- Billing Records
- Distribution System and Service Line Maps and Drawings
- Municipal Permit Files (i.e., building/plumbing permits) and Plumbing Codes
- Inspection and Maintenance Records
- Meter Installation/Replacement Records
- Capital Improvement and Master Plans
- Operation and Maintenance Manuals, Standard Operating Procedures
- Water Quality Data from the water system and LCR Sampling Sites
- System/Department Personnel Interviews

Relevant data from the list above will be used to develop a draft LSL Inventory (LSLI). A database containing records for every known water service will be created and populated with service line material for both the EWD side and customer side of the water service. The resulting LSLI will be the foundational data that will guide a LSL Replacement Plan, reporting to MassDEP, and providing public outreach to the EWD's water customers.

1.1.2 Public Outreach

Public outreach is a critical component of the LSL Inventory development and will be incorporated into each of the tasks in Phase 1. Tighe & Bond will work with the EWD to develop the key messages about lead and LSLs for incorporation into outreach materials. Materials developed will provide information on potential sources of lead, potential health concerns, and steps homeowners can take to reduce exposure to lead including flushing guidance. This information will be presented in a concise manner (i.e., bullet points) and supported with facts. Public outreach and education materials will be distributed concurrently and in support of other tasks provided within this Scope of Work.

1.1.3 GIS Database Development

The LSLI database compiled from the sources collected in Tasks 1.1.1 and 1.1.2 will be used to create an ESRI based water customer GIS geodatabase. The data records contained in the LSLI database will be imported as attributes of the GIS geodatabase. Scanned water service tie cards will be imported into the GIS, providing the EWD with access to historic records through the GIS.

Once the GIS database is developed, Tighe & Bond will configure ArcGIS Online-based workflows to allow Tighe & Bond and the EWD to update the GIS based on subsequent field investigation tasks and/or recent work activities and visualize the data. GIS applications will include:

- Configuring an on-line LSL inventory form to track work activities
- Develop an automated process to update service line attributes based on the LSL inventory form
- Configure an ArcGIS Online Dashboard to provide real-time visualization of LSL inventory status
- Provide training on the use of the on-line LSL inventory form
- Configure a website for public outreach of the LSL inventory project and status for each property.

1.1.4 Records Review Technical Memorandum

Tighe & Bond will present the preliminary results of the data review in a technical memorandum. The memorandum will include a first draft of the inventory in the MassDEP's Service Line Inventory Excel Workbook, a first draft GIS map, a summary of the data gaps, and a proposed approach for closing those gaps.

1.1.5 Review Meeting

Tighe & Bond will facilitate one (1) meeting to discuss the results presented in the technical memorandum. The meeting will provide an opportunity for EWD staff to comment on the memorandum and provide additional information on the data gaps and how they may be addressed in subsequent investigations in Task 1.2. This meeting will also be used to plan for the field investigations of Task 1.2.

Task 1.2 – Field Investigations and Record Data Reliability Verification

Following the Desktop Analysis in Task 1.1, field investigations will be conducted to verify service line materials for some services classified as "lead" based on records reviewed during Task 1.1 and to identify service line materials for some services classified as "lead status unknown" during Task 1.1.

1.2.1 Basement Inspections

Tighe & Bond or its subcontractor will conduct up to nine (9) days of basement inspections for privately owned service lines that have been classified as "lead status unknown", "galvanized requiring replacement" (GRR), and/or "lead" on the draft inventory following the desktop analysis (Task 1.1). Basement inspections will only be conducted when property owner authorization/permission has been received and will be scheduled by Tighe & Bond.

Notification will be provided by postcard mailed to the properties identified for inspection. The postcards will provide general information on the EWD's ongoing LSL inventory work, indicate that they have been selected for a basement inspection, and request that they call a provided phone number to schedule their inspection. Tighe & Bond will receive these phone calls and will follow up with a second postcard mailed to homeowners/occupants who do not respond to the initial mailing.

Procedures during Basement Inspections would follow those recommended in EPA's recent guidance document, "Guidance for Developing and Maintaining a Service Line Inventory", and will include documenting the results of a scratch test (hard, soft), indications of the color after scratching (dull gray, shiny silver, copper, gold), results

from a magnet test, results from a tapping test (dull noise or metallic ringing), and/or other notes regarding appearance that may help identify the pipe material.

As a part of the Basement Inspections, Tighe & Bond will retain a certified DBE/MBE Firm and/or a certified DBE/WBE Firm to provide some of the above noted Basement Inspection services to meet the SRF Loan requirements for participation.

1.2.2 Physical Inspections via Vacuum Excavation

Tighe & Bond will oversee five (5) days of visual/physical inspections of publicly owned and/or privately owned service lines that have been classified as “lead status unknown” or “lead” on the draft inventory following the desktop analysis. The location and number of visual/physical inspections will be based on findings from the desktop analysis as well as predictive modeling and will be determined in consultation with the EWD. The locations for physical inspection will also be selected using clusters of geographic areas with high numbers of sites designated “lead” and/or “lead status unknown” in the draft inventory. Locations in each geographic area will again be prioritized based on the presence of children (schools, daycares, residences with children under the age of 18).

Visual/physical inspections will be conducted by a subcontractor via vacuum extraction at the curb stop. Tighe & Bond will mark all proposed excavation locations in the field and coordinate the required “Dig Safe” utility clearance notification with the subcontractor. It should be noted that Dig Safe only clears utilities on public roads. Property owners will be asked to provide a utility plan showing the locations of existing utilities on site. Tighe & Bond and our subcontractor will not be responsible for utilities that are not clearly marked on the property or not located on the utility plan. Locations will be established by taping off existing site features.

Reasonable care will be exercised in locating underground structures in the vicinity of proposed excavations. This will include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by the EWD for each property to be excavated. Tighe & Bond shall be entitled to rely upon any information or plans prepared or made available by others.

The subcontractor will be responsible for restoration of disturbed areas. Tighe & Bond will witness all subcontractor work and will photograph site conditions before and after all work.

1.2.3 Field Program Management and Inventory Update

Tighe & Bond will coordinate all field investigations including basement inspections with customers, contractors, and the EWD. Tighe & Bond will develop educational materials to distribute to customers prior to and/or during all field investigations. These materials will also be made available on the EWD’s website and will supplement the materials/information provided in Task 1.1.

Tighe & Bond will manage all data collected during the field investigations. Information on service line materials will be entered into the Inventory Excel database following each basement inspection and vacuum excavation, and the GIS distribution system material inventory map will be updated.



Task 1.3 – Initial Inventory Completion and Deliverables

1.3.1 Technical Memorandum and GIS Map Submission

Tighe & Bond will present the results of the inventory development in a technical memorandum. The memorandum will include an updated Excel database and GIS map. The database and map will identify service line materials on the utility-owned side (including any connector, gooseneck, or pigtail) and on the private-owned service side. The service line materials will be identified following MassDEP guidelines provided in the Inventory Excel Workbook. The inventory will include the following:

- Location Identifier – street address, block, customer #, GPS coordinates, etc.
- Gooseneck/Pigtail (if present)
 - Material (lead, galvanized, lead status unknown, non-lead)
 - Year Installed
 - Was it ever replaced? If so, was it ever lead?
- Public Side Service Line
 - Material
 - Year Installed
 - Diameter
 - Was it ever replaced? If so, was it ever lead?
- Private Side Service Line
 - Material
 - Year Installed
 - Diameter
- Entire Service Line Classification
- Building Type
- Point of Entry (POE) or Point of Use (POU) treatment present?
- Whether the location is a current LCR sampling site? If so,
 - Building plumbing material
 - Building plumbing install date
 - Tier classification

Tighe & Bond will provide the technical memorandum, final draft Inventory Excel database, and final draft GIS map electronically and in hard copy for review by the EWD.

1.3.2 Review Meeting

Tighe & Bond will facilitate one (1) meeting to discuss the results presented in the technical memorandum, inventory database, and GIS map. The meeting will provide an opportunity for the EWD to provide comment on the LSL Inventory and Map prior to submission to MassDEP and discuss next steps regarding development of the LSL Replacement Plan. We have assumed that this meeting will be conducted in person.

1.3.3 Public Outreach - Customer Notification

Tighe & Bond will assist with developing notification materials that will be provided to customers with entire service line classifications identified as “lead”, “galvanized requiring replacement” (GRR), or “lead status unknown” within 30 days of completing the inventory.



The notifications will include the determined service line material, an explanation of the health effects of lead, and steps persons at the service connection can take to reduce exposure to lead in drinking water. For lead and GRR service lines, information will also include opportunities to replace LSLs, programs that provide financing solutions to assist property owners with replacement of their portion of a LSL, and a statement that the water system is required to replace its portion of a LSL when the property owner notifies them, they are replacing their portion of the LSL. For lead status unknown service lines, information will also include opportunities to verify the material of their service line.

Tighe & Bond will provide printed notifications by mail to all applicable property owners and occupants/renters. Notification materials will also be posted on the EWD's website.

1.3.4 Initial Inventory Delivery

Tighe & Bond will finalize the Initial Inventory based on comments received from the EWD and will assist the EWD with submittal of the Inventory to MassDEP. Tighe & Bond will assist the EWD with making the inventory publicly available [i.e., online map (interactive or static), printed service map, printed data, and/or utility mailing or newsletter].

In the development of the LSL inventory, Tighe & Bond will utilize the available information provided by the EWD, the property owner, and from the limited field investigations. Tighe & Bond will follow industry practices and guidelines in the development of the inventory; however, Tighe & Bond cannot confirm that all LSLs will be identified through the process due to the available data and records.

PHASE 2 – Lead Service Line Replacement Plan

Task 2.1 - Develop Draft Lead Service Line Replacement Plan

Tighe & Bond will work with the EWD to develop a Lead Service Line Replacement (LSLR) Plan that will include the following:

- A strategy for determining the compositions of "lead status unknown" service lines in the Initial Inventory;
- A procedure for conducting full LSL replacements;
- A strategy for informing customers before a full or partial LSLR;
- A LSLR goal rate recommendation to be implemented in the event of a lead trigger level exceedance;
- A procedure for customers to flush service lines and premise plumbing of particulate lead;
- A LSL Replacement prioritization strategy based on factors including but not limited to the targeting of known LSLs, and LSL replacement for disadvantaged customers and for populations most sensitive to the effects of lead; and
- A funding strategy for conducting LSLRs which considers ways to accommodate customers that are unable to pay to replace the portion they own.

Task 2.2 - Draft Lead Service Line Replacement Plan Submission

Tighe & Bond will present the Draft LSLR Plan for review and comment. Two (2) hard copies and an electronic copy of the Draft LSLR Plan will be submitted to the EWD.

Task 2.3 - Review Meeting

Tighe & Bond will facilitate up to two (2) meetings to discuss the Draft LSLR Plan. The meetings will provide an opportunity for the EWD to discuss comments and revisions to the plan. We have assumed that one of these meetings will be conducted in person and one will be conducted virtually.

Task 2.4 - Final Lead Service Line Replacement Plan

Tighe & Bond will finalize the LSLR Plan based on comments received from the EWD. Tighe & Bond will provide three (3) hard copies and an electronic copy of the Final LSLR Plan to the EWD and will assist the EWD with submittal of the Plan to MassDEP.

Task 2.5 - Administration Support and Project Management

Tighe & Bond will assist the EWD with SRF administrative requirements including completion of all forms, reporting, and quarterly reimbursement requests. In addition, Tighe & Bond will hold monthly virtual meetings with the EWD for the duration of the project. The purpose of the meetings will be to provide updates on project progress and to ensure regular communication with the EWD. We have assumed an 18-month project duration, as detailed in the Schedule section below.

Exclusions/Assumptions

The following services have not been included in the Scope of Work. If any of these services are requested by the EWD, Tighe & Bond will provide an amendment to our agreement:

- Annual updates to the LSL Inventory following submittal of the Initial Inventory by October 2024
- Actual Replacement of LSLs or lead goosenecks, pigtails or connectors
- Customer tap sampling for lead or other water quality parameters
- Meetings with MassDEP
- Lead and Copper Sampling Plan Update – this will be required for the end of 2024 but is not fundable through the SRF program.
- In the development of the LSL inventories, Tighe & Bond utilized the available information provided by the EWD with limited field investigations. Tighe & Bond follows industry practices and guidelines in the development of the inventories; however, Tighe & Bond cannot confirm that all LSLs were identified through the process due to the available data and records.
- Translation services are not included.
- Street Opening Permits and State Highway Access Permits are not included.
- Police details are not included.

Schedule

The following project schedule assumes that the EWD will appropriate funds at a special Town Meeting and that MassDEP will approve the EWD's application by March 2023. Our schedule estimates that the scope of work would be completed between March 2023 and October 2024 in order to meet the regulatory deadlines. Please note that the inventory will need to be continually updated on an annual basis beyond October 2024 for remaining unknown services. The following is our preliminary schedule for the key tasks and milestones of this project:

Authorization to Proceed	March 2023
PHASE 1 – Initial Water Service Inventory Development	
Record Review and Analysis (Desktop Analysis)	March – June 2023
Field Investigations and Record Data Reliability Verification	July – December 2023
Initial Inventory Completion and Deliverables	October 2024
PHASE 2 – Lead Service Line Replacement Plan	
Develop Draft Lead Service Line Replacement Plan	January 2024 – March 2024
Draft Lead Service Line Replacement Plan Submission	April 2024
Meet with EWD on Draft Lead Service Line Replacement Plan	May 2024
Final Lead Service Line Replacement Plan	June - September
Administration Support	Project Duration
Submit Inventory and LSLR Plan to MassDEP	October 2024

Fee

We will perform the scope of work noted above for a not to exceed fee of \$121,500. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with our standard billing rates. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus five percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

For information purposes, Table 1 below presents our budget with a breakdown of effort and expenses by task. Invoices will be submitted based on the total project fee and not individual line item budgets.

TABLE 1
Estimated Engineering Services Costs

Task	Total Labor Hours	Labor Costs	Expenses ¹	Total Budget
1.1 – Records Review and Analysis	134	\$20,100	\$1,500	\$21,600
1.2 – Field Investigations and Record Data Reliability Verification	122	\$17,600	\$32,800	\$50,400
1.3 – Initial Inventory Completion and Deliverables	105	\$15,200	\$1,200	\$16,400
2 – LSL Replacement Plan	209	\$32,300	\$800	\$33,100
TOTAL	570	\$85,200	\$37,900	\$121,500

¹Includes sub-contractor costs for field work.

The included schedule and fees are based on the above scope of work and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in



scope, character or size of the project requested by the EWD, or for delays or other causes beyond our reasonable control.

If this proposal is acceptable, we will execute an agreement with the EWD for these proposed services. We understand that the EWD is applying for funding through the MassDEP Clean Water Trust SRF. As part of the funding application process certain MassDEP forms and terms are required. When we execute the Agreement, we will attach these forms.

We look forward to this opportunity to be of continued assistance to the Erving Water Department. If you have any questions regarding this Agreement, please feel free to contact Tom LeCourt at (413) 572-3210 or Peter Valinski at (413) 572-3231.

Very truly yours,

TIGHE & BOND, INC.



Thomas D. LeCourt, PE
Senior Engineer

Approved By:



Peter M. Valinski, PE
Vice President

ACCEPTANCE:

On behalf of the Erving Water Department, the scope, fee, and attached terms of this agreement are hereby accepted.

Authorized Signature

Date



Section 6 | Health & Human Services

Section 5 of the Town budget includes the following departments and funds:

FUND CODE	DEPARTMENT / FUND
01-510	Board of Health
01-511	Health Agents
01-541	Senior & Community Center/ Council on Aging
01-543	Veterans' Services

Board of Health & Health Department

FY2023 Highlights & Challenges

ACOMPLISHMENTS: The Board/Secure/Demo has been successfully using the previous funding to address the ongoing abandoned and dilapidated structures in town. To date all previous receivership properties have been resolved. The public Health Nurses through the FRCOG continue to be an asset to the town providing open clinic hours at the Erving Senior/Community center, home visits, and vaccination clinics. They continue to provide monitoring through MAVEN of regional communicable diseases including COVID-19 and vector borne illnesses. The town has continued to supply free at-home COVID-19 testing for residents.

With the support of the Select Board, the Board of Health has hired the current health agent through the Town of Erving to supply appropriate benefits and ensure an ongoing sustainable partnership among the member towns of the Eastern Franklin County Health District through a new intermunicipal agreement.

CHALLENGES: The Health Agents continue to address ongoing complex cases. During a vaccination clinic held in October at the Erving Senior/Community center a process failure allowed excess registrations. The providers of the event also had several call-outs. The event exemplified the professionalism and skill of the Town employees; and the community interest in vaccine clinics.

FY2024 Goals & Initiatives

- 1) The Board of Health will continue to address all abandoned and dilapidated structures through the Receivership program. Level funding is sufficient for this goal.
- 2) The Board of Health will continue to utilize the Public Health Nurses provided by the FRCOG. Level funding is sufficient for this goal.
- 3) The Board of Health will support the town initiative of updating the Town's software. See below for changes.
- 4) The Board of Health seeks to increase its community engagement and support health and safety by offering educational opportunities for residents. Level funding should be sufficient for this goal.
- 5) The Board of Health will continue to fund COVID-19 Management and support residents through State and Federal grants.

Significant Budget Changes:

The Board of Health is requesting increased funding to support the Town initiative in updating its software. A funding increase of Software Support to \$2,000.00 is made.

The Board of Health is actively working with the Eastern Franklin County Health District members and their respective town administrators to transition into a new memorandum that provides the health agent that works for the district appropriate pay and benefits, and a sustainable working environment that benefits all member towns and employees. To do this the Board of Health will continue to evaluate the service and work with member towns to set program goals and address cost sharing and budget changes.

FY2024 Board of Health & Health Agents Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Salary & Wages</i>							
01-510-100-51000	Board of Health Wages	\$ 3,075	\$ 2,917	\$ 3,075	\$ 750	\$ 3,075	\$ -
01-511-100-51100	Health Agent- Full-time wages	\$ -	\$ -	\$ -	\$ -	\$ 46,722	\$ 46,722
01-511-100-51200	Health Agent- Part-time wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary & Wages Subtotal		\$ 3,075	\$ 2,917	\$ 3,075	\$ 750	\$ 49,797	\$ 46,722
<i>Ordinary Expenses</i>							
01-510-200-53800	Nursing Contracted Services	\$ 11,294	\$ 9,600	\$ 11,294	\$ 4,992	\$ 11,294	\$ -
01-510-200-53810	Mosquito Control District Fees	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -
01-510-200-57800	Health Clinics	\$ 3,085	\$ 736	\$ 3,085	\$ 184	\$ 3,085	\$ -
01-510-201-53500	Bd of Health-Software Support	\$ 250	\$ 248	\$ 250	\$ -	\$ 2,000	\$ 1,750
01-510-201-57800	Board of Health Expense	\$ 1,750	\$ 220	\$ 1,750	\$ 77	\$ 1,750	\$ -
01-510-202-52900	Bd of Health-Board/Secure/Demo Prop	\$ 10,000	\$ 1,000	\$ 10,000	\$ -	\$ 10,000	\$ -
01-510-202-53000	Bd of Health-Legal Services & Fees	\$ 2,000	\$ 209	\$ 2,000	\$ -	\$ 2,000	\$ -
01-511-200-53000	Health Agent	\$ 29,817	\$ 29,670	\$ 30,412	\$ 30,412	\$ -	\$ (30,412)
01-511-200-53410	Health Dept- Postage	\$ -	\$ -	\$ -	\$ -	\$ 975	\$ 975
01-511-200-53010	Health Dept- Meetings & Seminars	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000
01-511-200-57100	Health Dept- Mileage/travel	\$ -	\$ -	\$ -	\$ -	\$ 4,415	\$ 4,415
01-511-200-57300	Health Dept- Dues & Memberships	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500
01-511-200-52310	Health Dept- Cell Phone	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ 600
Ordinary Expenses Subtotal		\$ 63,196	\$ 41,682	\$ 63,791	\$ 35,665	\$ 42,619	\$ (21,172)
Department Total		\$ 66,271	\$ 44,599	\$ 66,866	\$ 36,415	\$ 92,416	\$ 25,550

Senior & Community Center / Council on Aging

FY2023 Highlights & Challenges

We have had very little challenges with the exception of offering lunches daily. I am working on options to make that happen at least monthly. Highlights have been the strong turnout of new seniors as well as the continued participation of our older seniors. Exercise classes have been highly successful almost to the point of having to offer more classes to reduce the size of people per class. Another highlight is the “emerging senior.” Many are just beginning their retirement and are looking to stay busy. With that said the volunteer workforce looks strong. Now that we have been approved to hire an Activities Coordinator to manage that program this will only expand our opportunities to have additional programs. This will include cooking and serving themed lunches monthly. Possibly adding a few evening programs to offer the community. These programs will be designed to innovate and motivate not only our seniors but to include intergenerational opportunities.

FY2024 Goals & Initiatives

As explained above, with the hiring of an Activities Coordinator many new opportunities can now come to fruition. I have increased our purchased services budget to accommodate new programs and opportunities. I look forward to expanding the senior center website within our existing Town website. It is not in this budget request, but I wanted to be sure it was still happening as planned. This will give us increased exposure with the hopes of expanding our programs and opportunities we have to offer. I added a slight increase to meetings and seminars. Now that I will have coverage, I can get more involved with outside meetings & seminars. I will continue to offer new ideas and new programs. My goal will be 4 senior bus trips. Explore more lunch ideas and opportunities for ways to make it all happen.

Significant Budget Changes

COA purchased services: A requested increase of \$5,000. Currently TY \$12,500. We will spend a projected \$10,000 TY with a balance left of \$2,500. With the Activities Coordinator being added I will need available money for those new programs we will offer. The electricity requested increase is a 50% to cover the anticipated rate increase. TY we will spend \$19,500. Internet /cable we expended \$4,552. I requested an increase of \$500 to cover any more increases. COA seminars requesting \$200 for additional meetings I may attend. Propane: requesting \$900 increase. Appropriation for 2020 was \$2,600 I should have kept it as it was. I am now realigning it back to \$2,600

COA membership dues a \$100.00 increase for anticipated rate increase. all else level funded.

FY2024 Senior & Community Center Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
Salary & Wages							
01-541-100-51100	Senior Center Director	\$ 62,703	\$ 62,883	\$ 65,230	\$ 25,856	\$ 66,524	\$ 1,294
01-541-100-51400	Senior Center Longevity	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ -
01-541-101-51200	Senior Center- Part Time Staff	\$ 17,456	\$ -	\$ 19,651	\$ -	\$ 34,700	\$ 15,049
Salary & Wages Subtotal		\$ 80,659	\$ 63,383	\$ 85,381	\$ 26,356	\$ 101,724	\$ 16,343
Ordinary Expenses							
01-541-200-52000	Cncl on Aging-Purchased Services	\$ 12,500	\$ 3,687	\$ 12,500	\$ 2,625	\$ 17,500	\$ 5,000
01-541-200-52110	Cncl on Aging-Electricity	\$ 21,000	\$ 18,296	\$ 21,000	\$ 4,835	\$ 28,500	\$ 7,500
01-541-200-52300	Cncl on Aging-Water	\$ 1,000	\$ 310	\$ 1,000	\$ 171	\$ 1,000	\$ -
01-541-200-52310	Cncl on Aging-Phone/Internt/Cable	\$ 5,000	\$ 9,026	\$ 8,800	\$ 3,082	\$ 9,000	\$ 200
01-541-200-52400	Cncl on Aging-Repair & Maint	\$ 1,000	\$ 690	\$ 1,000	\$ 150	\$ 1,000	\$ -
01-541-200-53000	Cncl on Aging-Professnl& Techncl	\$ 5,500	\$ 6,041	\$ 6,500	\$ 2,055	\$ 6,500	\$ -
01-541-200-53110	Cncl on Aging-Meetings & Seminars	\$ 1,200	\$ -	\$ 1,200	\$ 891	\$ 1,400	\$ 200
01-541-200-53410	Cncl on Aging-Postage	\$ 225	\$ -	\$ 225	\$ -	\$ 225	\$ -
01-541-200-53500	Cncl on Aging- Software Support	\$ -	\$ -	\$ 1,800	\$ -	\$ 1,800	\$ -
01-541-200-54111	Cncl on Aging-Propane	\$ 1,700	\$ 1,220	\$ 1,700	\$ -	\$ 2,600	\$ 900
01-541-200-54200	Cncl on Aging-Office Supplies	\$ 2,000	\$ 121	\$ 2,000	\$ 30	\$ 2,000	\$ -
01-541-200-54300	Cncl on Aging-Bldg Maint Supplies	\$ 3,500	\$ 207	\$ 3,500	\$ 276	\$ 3,500	\$ -
01-541-200-54500	Cncl on Aging-Custodial Supplies	\$ 1,000	\$ 464	\$ 1,000	\$ 33	\$ 1,000	\$ -
01-541-200-55800	Cncl on Aging-Other Supplies	\$ 3,500	\$ 1,421	\$ 3,500	\$ 1,141	\$ 3,500	\$ -
01-541-200-57100	Cncl on Aging-Travel	\$ 1,000	\$ -	\$ 1,000	\$ 190	\$ 1,000	\$ -
01-541-200-57300	Cncl on Aging-Dues & Memberships	\$ 400	\$ 230	\$ 400	\$ 230	\$ 500	\$ 100
Ordinary Expenses Subtotal		\$ 60,525	\$ 41,711	\$ 67,125	\$ 15,710	\$ 81,025	\$ 13,900
Department Total		\$ 141,184	\$ 105,094	\$ 152,506	\$ 42,066	\$ 182,749	\$ 30,243

Veterans' Services

Significant Budget Changes

The FY2024 assessment from the Upper Pioneer Valley Veterans Services Center has a slight decrease and I am proposing a level funded request of \$10,500 for administration and \$30,000 for benefits. I am request a new line item to support the Veterans recognition banner program and recommending a budget of \$2,000.

FY2024 Veterans' Services Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Salary & Wages</i>							
01-543-200-57800	Veterans Ser Center Adm	\$ 10,740	\$ 10,739	\$ 10,500	\$ 10,395	\$ 10,500	\$ -
01-543-201-57700	Veterans Benefits	\$ 30,000	\$ 5,025	\$ 30,000	\$ 5,044	\$ 30,000	\$ -
TBD	Veterans Recognition Banner Program	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000
Ordinary Expenses Subtotal		\$ 40,740	\$ 15,764	\$ 40,500	\$ 15,440	\$ 42,500	\$ 2,000
Department Total		\$ 40,740	\$ 15,764	\$ 40,500	\$ 15,440	\$ 42,500	\$ 2,000

Section 7 | Culture & Recreation Services

Section 6 of the Town budget includes the following departments and funds:

FUND CODE	DEPARTMENT / FUND
01-610	Board of Library Trustees & Public Library
01-630	Recreation Commission
01-650	Park Maintenance
01-691	Historical Commission
01-692	Town Events & Ceremonial Flags

Board of Library Trustees & Public Library

FY2023 Highlights & Challenges

Piloted new operating schedule to inc. morning hours. Expanded staff schedules to meet this service and personnel goals. Expanded programs to include AM programs for young children, garden programs, teen programming, and events that utilize the Makerspace. Launched new library website including prominent building hours, event calendar, and prominent links to online resources. Developed outdoor features of the library including patio furniture, vegetable and herb garden, and pollinator garden. Continued progress with remaining punch list and LEED certification tasks. Challenges include: Contractors responsible for punch list and LEED items are difficult to hold to the agreed-upon work. Increase in patron traffic, esp. during the summer and weekend hours. Cost of programming: most events hosted in the last year were funded by grants. Increased cost of electricity, building maintenance services, and staffing.

FY2024 Goals & Initiatives

Library continues to be open 30 hours/week. This is a huge benefit to Erving patrons and the patrons of local towns who regularly visit. Library will expand programming as the budget allows. Funds requested for electricity, building maintenance, and staffing will enable this goal while accounting for rising costs. Library is expanding the type of materials available for borrowing and maintaining easily accessible public computing, printing and copying equipment. Increased funds for materials will enable the library to continue to be certified by the Massachusetts Board of Library Commissioners and to receive the annual State Aid award while also maintaining a contemporary collection of lending materials to meet the needs of the Erving community.

Significant Budget Changes

Increases:

- \$15,143 additional to Salary and Wage budget for staff grade changes, as voted by the Board of Trustees on 11/20/2022, and additional substitute librarian costs that have been overbudget for the past two years.
- \$15,000 for electricity which has been overbudget for the past two years and because the utility provider has announced an increase to rate and delivery costs
- Facility Security Monitoring was not billed properly by the vendor in 2022 and will see an increase but sprinkler monitoring was underspent so we will see how those two costs work out.
- \$2,000 Building Maintenance has been overspent we are asking for \$2,000 additional.
- Library Materials must increase to continue to be 20% of the entire budget
- \$1,500 additional for programs, particularly teen and makerspace programming

FY2024 Public Library Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Salary & Wages</i>							
01-610-100-51000	Library Trustees Salaries	\$ 3,075	\$ 3,075	\$ 3,075	\$ -	\$ 3,075	\$ -
01-610-100-51100	Librarian Wages	\$ 105,124	\$ 98,632	\$ 124,857	\$ 49,100	\$ 138,000	\$ 13,143
01-610-101-51200	Substitute Librarian	\$ 1,000	\$ 9,356	\$ 1,000	\$ 1,319	\$ 3,000	\$ 2,000
Salary & Wages Subtotal		\$ 109,199	\$ 111,064	\$ 128,932	\$ 50,420	\$ 144,075	\$ 15,143
<i>Ordinary Expenses</i>							
01-610-200-52110	Library-Electricity	\$ 10,000	\$ 12,765	\$ 10,000	\$ 1,520	\$ 25,000	\$ 15,000
01-610-200-52300	Library-Water	\$ 500	\$ 302	\$ 500	\$ 212	\$ 500	\$ -
01-610-200-52310	Library-Phone/Internt/Cable	\$ 6,000	\$ 5,195	\$ 6,000	\$ 1,817	\$ 6,000	\$ -
01-610-200-52710	Library-Facility Security Monitorin	\$ 500	\$ 150	\$ 500	\$ 822	\$ 500	\$ -
01-610-200-52715	Library-Sprinkler Monitor & Maint	\$ 3,000	\$ 1,016	\$ 3,000	\$ 375	\$ 3,000	\$ -
01-610-200-53010	Library Dues & Conferences	\$ 1,000	\$ 223	\$ 1,000	\$ -	\$ 1,000	\$ -
01-610-200-54111	Library-Propane	\$ 100	\$ -	\$ 100	\$ -	\$ 100	\$ -
01-610-200-54200	Library-Office Supplies	\$ 500	\$ 492	\$ 500	\$ 421	\$ 500	\$ -
01-610-200-54300	Library-Bldg Maint	\$ 1,000	\$ 2,693	\$ 1,000	\$ 271	\$ 3,000	\$ 2,000
01-610-200-55120	Library - Materials	\$ 34,250	\$ 35,794	\$ 39,897	\$ 15,609	\$ 49,000	\$ 9,103
01-610-200-57100	Library Travel	\$ 500	\$ -	\$ 500	\$ 96	\$ 500	\$ -
01-610-201-57800	Library Expenses	\$ 3,000	\$ 2,014	\$ 3,000	\$ 1,147	\$ 3,000	\$ -
01-610-203-57810	Library Programs	\$ 3,000	\$ 3,091	\$ 3,000	\$ 1,437	\$ 4,500	\$ 1,500
01-610-204-57800	Library Automation	\$ 3,000	\$ 1,053	\$ 3,000	\$ 1,104	\$ 3,000	\$ -
Ordinary Expenses Subtotal		\$ 66,350	\$ 64,789	\$ 71,997	\$ 24,831	\$ 99,600	\$ 27,603
Department Total		\$ 175,549	\$ 175,852	\$ 200,929	\$ 75,250	\$ 243,675	\$ 42,746

Recreation Commission & Park Maintenance

FY2023 Highlights & Challenges

In FY2023, despite starting the year with only 2 of 5 Commission seats filled, we brought back our popular Summer Parks Program with a new Program Director and at near-full capacity. Our Halloween Rag Shag/Trunk or Treat welcomed @200 children and adults and we partnered with 6 Town departments for the event. We hosted summer concerts with funding from the Cultural Council with increased visibility due to piggy-backed events, the unveiling of Heron sculpture in particular.

We continue to see reduced sport registrations as the pandemic ends, particularly among Grades 4-6 players. FY23's Fall Festival also saw low attendance, despite increased participation from vendors, partly due to a changing weather forecast. Two of our biggest challenges have been limited Commission/staff time for program planning, and unsuccessful program promotion. With a near-full Commission in place as of this week, we can address some of these challenges more effectively in time for Spring and Summer

FY2024 Goals & Initiatives

Moving forward on our strategic goals, we are exploring additional avenues of outreach to ensure residents are informed of Rec events and programs, as well as a return to full programming and planning capacity. Social media and the School and Town newsletters are effective to a degree but are not as effective for Recreational Programming as they used to be (particularly social media and the digitized school newsletter. We plan to mail quarterly postcards as event reminders in FY24, a year of expanded programming for adult residents in particular, as we hope to offer 4-5 regularly scheduled concerts on weekday evenings and weekend afternoons late June - August. We are also revitalizing two family events: the December holiday event and the Spring Egg Hunt.

ADA compliance is a major initiative, and we included funds to address accessibility of bathrooms at Zilinski and bench-access concerns at Riverfront. (Addressing the slide-ramp slope at Riverfront playground is planned for FY25.)

Significant Budget Changes

Rec. Programs: Budget line reflects several years of increased regular costs as well as new program costs for a concert series. There has been no increased request in this budget line since FY21, which were absorbed due to the reduced programming during the pandemic. Our request reflects the increased costs now that we are returning to full programming.

Rec Office Expenses: Our registration software fee is increasing by \$1200 (approx.) with MyRec.com. Also included is the estimated costs for the design, printing and mailing of 4 postcards to all Erving households, and the design and printing of a small number of posters: one to promote the summer concert series, and one for our school-year family events.

Grounds Maintenance: This line is spent in it's entirety each year, mainly on contracted labor to maintain Riverfront Park. The increase reflects anticipated increases in contract fees and in regular upkeep costs for Zilinski and Vet's Field.

FY2024 Recreation Commission & Park Maintenance Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Salary & Wages</i>							
01-630-100-51000	Recreation Comm Salaries	\$ 5,075	\$ 4,825	\$ 5,075	\$ 653	\$ 5,075	\$ -
01-630-101-51200	Rec Comm Clerk	\$ 20,471	\$ 15,232	\$ 20,880	\$ 6,949	\$ 21,298	\$ 418
01-630-102-51200	Rec Summer Park-Payroll	\$ 25,000	\$ 315	\$ 25,000	\$ 15,259	\$ 25,000	\$ -
<i>Salary & Wages Subtotal</i>		\$ 50,546	\$ 20,372	\$ 50,955	\$ 22,861	\$ 51,373	\$ 418
<i>Ordinary Expenses</i>							
01-630-200-57800	Recreational Programs	\$ 19,000	\$ 6,757	\$ 19,000	\$ 8,222	\$ -	\$ (19,000)
TBD	Sports Program Expenses	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 4,000
TBD	Summer Parks Expenses	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000
TBD	Events Expenses	\$ -	\$ -	\$ -	\$ -	\$ 11,000	\$ 11,000
01-630-201-52310	Rec Comm-Phone/Internet/Cable		\$ 299		\$ 100	\$ -	\$ -
TBD	Rec Comm- Software	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000
TBD	Rec Comm- Printing Services	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500
TBD	Rec Comm- Postage	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500
TBD	Rec Comm- Cell Phone	\$ -	\$ -	\$ -	\$ -	\$ 750	\$ 750
01-630-201-57100	Rec Comm-Travel	\$ 500	\$ 38	\$ 500		\$ 500	\$ -
01-630-201-57800	Recreation Office Expenses	\$ 4,735	\$ 2,307	\$ 4,735	\$ 60	\$ 2,000	\$ (2,735)
01-650-201-52110	Parks Maint-Electricity	\$ 2,000	\$ 692	\$ 2,000	\$ 177	\$ 2,000	\$ -
01-650-201-57800	Parks Maintenance	\$ 25,000	\$ 770	\$ 25,000	\$ 518	\$ 25,000	\$ -
01-650-202-57800	Grounds Maintenance	\$ 25,000	\$ 36,751	\$ 25,000	\$ 22,830	\$ 30,000	\$ 5,000
<i>Ordinary Expenses Subtotal</i>		\$ 76,235	\$ 47,614	\$ 76,235	\$ 31,906	\$ 91,250	\$ 15,015
Department Total		\$ 126,781	\$ 67,986	\$ 127,190	\$ 54,767	\$ 142,623	\$ 15,433

Historical Commission

Significant Budget Changes

No significant changes expected.

FY2024 Historical Commission Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Ordinary Expenses</i>							
01-691-200-57800	Historical Commission Expense	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ -
Ordinary Expenses Subtotal		\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ -
Department Total		\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ -

Town Events & Ceremonial Flags

This budget provides the Town with the resources to annually replace the American flags at all Town properties, the roadside flags on Route 2 and Route 63, and the flags for Veterans in the Erving cemeteries. Additionally, this budget provides the necessary funds for the Memorial Day ceremony.

Significant Budget Changes

The budget request reflects increases for purchasing of flags, materials and services for Memorial Day, and for seasonal/celebratory supplies.

FY2024 Town Events & Ceremonial Flags Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Ordinary Expenses</i>							
01-692-200-57800	Ceremonial Flags	\$ 6,000	\$ 313	\$ 6,000	\$ 5,892	\$ 7,500	\$ 1,500
01-692-201-57800	Memorial Day Services	\$ 1,500	\$ 659	\$ 1,500	\$ -	\$ 2,000	\$ 500
01-692-202-57800	Seasonal/Celebratory	\$ 5,000	\$ 3,716	\$ 5,000	\$ -	\$ 7,500	\$ 2,500
Ordinary Expenses Subtotal		\$ 12,500	\$ 4,688	\$ 12,500	\$ 5,892	\$ 17,000	\$ 4,500
Department Total		\$ 12,500	\$ 4,688	\$ 12,500	\$ 5,892	\$ 17,000	\$ 4,500

Section 5 | Public Works

Section 4 of the Town budget includes the following departments and funds:

FUND CODE	DEPARTMENT / FUND
01-422	Highway Department
01-423	Snow Removal
01-424	Streetlights
01-429	Fuel
01-433	Solid Waste Management
01-491	Cemetery Maintenance
60-440	Wastewater Enterprise Fund
61-450	Water Enterprise Fund

Highway, Snow Removal, Streetlights, Fuel & Cemetery Maintenance

FY2023 Highlights & Challenges

The Highway Department has been repairing and replacing failed culverts, catch basins and rebuilding drainage swales.

The highlights of these projects are knowing the staff has full knowledge of this work and completed areas will last many years.

Challenges of these projects are availability of supplies and ongoing price increases for all material needed to complete the projects.

FY2024 Goals & Initiatives

A couple years ago FRCOG came and did a complete inventory and assessment of our storm water management system.

The report showed we have some parts in very good all the way to very bad. We have been addressing the ones that fit into the operating budget, but most are outside of that. last month we did an emergency replacement of a collapsed culvert across Mountain Rd costing around \$7000.00
This is a good budget number for ones needing full replacement.

If funded, we will have a full summer of this work.

Significant Budget Changes

A new budget line request has been added for survey work. Having survey work funds available will allow base work to be completed before a project goes out to bid.

Another increase is because contracted services and all material costs have increased significantly in some areas.

In the past money has been approved for the Highway Road Work/Improvement line 01-422-906-57800 for larger projects. When the River, Warner, Strachan Street paving/ sidewalk project was happening this line wasn't funded for any other use.

The budget increase request for this line is so we can continue repairing and or replacing the failing drainage system.

Misc. Bridge Repairs 01-422-901-57800 has a new request also. The Highway Dept. repairs the wooden bridge deck every year. After Mass DOT bridge inspections are completed, we can do minor repair requests from this expense line.

FY2024 Highway, Snow Removal, Streetlights, Fuel & Cemetery Maintenance Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
Highway Department							
<i>Salary & Wages</i>							
01-422-100-51100	Highway Wages	\$ 169,304	\$ 178,805	\$ 178,296	\$ 69,304	\$ 181,862	\$ 3,566
01-422-100-51400	Highway Dept-Longevity	\$ 2,275	\$ 750	\$ 2,275	\$ 500	\$ 2,275	\$ -
01-422-100-51900	Highway Dept-Clothing Allowance	\$ 750	\$ 750	\$ 750	\$ 1,000	\$ 1,500	\$ 750
01-422-103-51300	Highway Overtime	\$ 15,000	\$ 20,899	\$ 18,360	\$ 9,812	\$ 20,000	\$ 1,640
01-423-100-51100	Snow Removal Wages	\$ 28,050	\$ 26,234	\$ 28,600	\$ 601	\$ 28,600	\$ -
Salary & Wages Subtotal		\$ 215,379	\$ 227,438	\$ 228,281	\$ 81,217	\$ 234,237	\$ 5,956
<i>Ordinary Expenses</i>							
01-422-201-53800	Highway-Contracted Services	\$ 30,000	\$ 12,888	\$ 30,000	\$ 9,277	\$ 35,000	\$ 5,000
	TBD Highway-Surveying Services	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
01-422-201-55800	Highway-Materials	\$ 14,750	\$ 4,667	\$ 14,750	\$ 2,799	\$ 20,000	\$ 5,250
01-422-201-57800	Highway Mat.-Roads-Equip	\$ 15,000	\$ 14,151	\$ 15,000	\$ 8,836	\$ 20,000	\$ 5,000
01-422-202-52110	Hwy Dept-Electricity	\$ 600	\$ 912	\$ 600	\$ 160	\$ 900	\$ 300
01-422-202-52310	Hwy-Telephone	\$ 3,950	\$ 3,817	\$ 3,950	\$ 1,383	\$ 4,550	\$ 600
01-422-202-52400	Hwy-Vehicle Repair & Maint	\$ 30,000	\$ 29,809	\$ 30,000	\$ 18,425	\$ 35,000	\$ 5,000
01-422-202-53000	Hwy Dept-Software Maint	\$ 7,500	\$ 8,633	\$ 8,250	\$ -	\$ 8,600	\$ 350
01-422-202-53805	Hwy-FRCOG Bids/Contracts	\$ 2,500	\$ 2,426	\$ 3,000	\$ 2,669	\$ 3,000	\$ -
01-422-202-53810	Hwy-Roadside Mower	\$ 1,000	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ -
01-422-202-55805	Hwy-Safety Wear	\$ 2,000	\$ 3,335	\$ 2,000	\$ 710	\$ 3,000	\$ 1,000
01-422-202-55806	Hwy-OSHA Equipment	\$ 3,000	\$ 703	\$ 3,000	\$ -	\$ 3,000	\$ -
01-422-202-57800	Hwy Office & Misc	\$ 1,000	\$ 3	\$ 1,000	\$ -	\$ 1,000	\$ -
01-422-202-57810	Hwy-Certifications/Licenses	\$ 500	\$ 2,835	\$ 1,000	\$ -	\$ 1,000	\$ -
01-423-200-57800	Snow Removal Material	\$ 35,000	\$ 38,572	\$ 35,000	\$ -	\$ 40,000	\$ 5,000
Ordinary Expenses Subtotal		\$ 146,800	\$ 122,753	\$ 150,550	\$ 44,259	\$ 203,050	\$ 52,500
<i>Special Articles & Recurring Appropriations</i>							
01-422-901-57800	Misc Bridge Repairs	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
01-422-904-57800	Highway Road Work/Improvements	\$ -	\$ 117,171	\$ -	\$ 12,349	\$ 100,000	\$ 100,000
01-429-924-57800	DPW Wheel Loader Lease	\$ -	\$ -	\$ 60,000	\$ 54,669	\$ 55,000	\$ (5,000)
Special Articles & Recurring Appropriations Subtotal		\$ -	\$ 117,171	\$ 60,000	\$ 67,019	\$ 160,000	\$ 105,000
Highway Department Total		\$ 362,179	\$ 467,362	\$ 438,831	\$ 192,494	\$ 597,287	\$ 163,456
Streetlights							
<i>Ordinary Expenses</i>							
01-424-200-52110	Street Lights-Electricity	\$ 15,000	\$ 8,992	\$ 15,000	\$ 2,748	\$ 15,000	\$ -
01-424-200-53800	Street Lights-Purchased Services	\$ 10,000	\$ 1,100	\$ 10,000	\$ -	\$ 10,000	\$ -
01-424-200-55805	Street Lights-Supplies & Equipment	\$ 5,000	\$ 891	\$ 5,000	\$ -	\$ 5,000	\$ -
01-424-200-57800	Street Lights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ordinary Expenses Subtotal		\$ 30,000	\$ 10,983	\$ 30,000	\$ 2,748	\$ 30,000	\$ -
Streetlights Total		\$ 30,000	\$ 10,983	\$ 30,000	\$ 2,748	\$ 30,000	\$ -
Town-wide Fuel							
<i>Ordinary Expenses</i>							
01-429-200-52110	Fuel Fund- EV Charging Fees	\$ -	\$ -	\$ -	\$ 20.00	\$ 1,000.00	\$ 1,000
01-429-200-54112	Fuel Fund-Gasoline	\$ 24,000	\$ 30,643	\$ 24,000	\$ 11,257.24	\$ 35,000	\$ 11,000
01-429-200-54113	Fuel Fund-Diesel	\$ 24,000	\$ 18,824	\$ 24,000	\$ 8,219.24	\$ 24,000	\$ -
01-429-200-54810	Fuel Fund	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ -
Ordinary Expenses Subtotal		\$ 48,000	\$ 49,491	\$ 48,000	\$ 19,496	\$ 60,000	\$ 12,000
Town-wide Fuel Total		\$ 48,000	\$ 49,491	\$ 48,000	\$ 19,496	\$ 60,000	\$ 12,000
Cemetery Maintenance							
<i>Ordinary Expenses</i>							
01-491-200-53805	Cemetery-Mowing/Landscaping Serv	\$ 14,000	\$ 11,676	\$ 14,000	\$ 7,416	\$ 14,000	\$ -
01-491-200-57800	Cemetery Expenses	\$ 20,000	\$ 9,895	\$ 10,000	\$ -	\$ 10,000	\$ -
01-491-201-57800	Cemetery Software	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ -
Ordinary Expenses Subtotal		\$ 34,000	\$ 21,571	\$ 26,000	\$ 7,416	\$ 26,000	\$ -
Cemetery Maintenance Total		\$ 34,000	\$ 21,571	\$ 26,000	\$ 7,416	\$ 26,000	\$ -
Highway, Streetlight, Fuel & Cemetery Maintenance Total		\$ 474,179.00	\$ 549,407.42	\$ 542,831.00	\$ 222,154.78	\$ 713,287.00	\$ 175,456.00

Solid Waste Management

FY2023 Highlights & Challenges

The Town is in the second year of the stickering program for the collection of residential household waste. While the initial start of the program came with some initial confusion, the second year has worked with fewer issues. The spike in trash tonnage that was seen in fiscal year 2021 and the start of 2022 has returned to a level that is in line with the Town’s previous experience. In fiscal year 2023 the Town began to experience a decline in the market value of recycling materials and though value is still being realized, the Town has begun to experience a monthly cost for the disposal of recycled materials. The Town had annually budgeted for this scenario so there are no concerns.

FY2024 Goals & Initiatives

The Town will need to determine if it is extending the existing multi year agreement with Casella Waste Management for the collection and hauling of residential solid waste and recycling, or if it will look to competitively procure a new agreement. The current agreement included an anticipated 5% cost escalator for year 4 of the agreement and that has been factored into the budget request as a place holder until agreements are met.

Significant Budget Changes

Increases have been requested for the collection contract, for the almost anything goes program, and for the annual monitoring of the Maple Avenue landfill.

FY2024 Solid Waste Management Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Salary & Wages</i>							
01-431-200-53000	F.C. Wast Mgn Dist.	\$ 17,553	\$ 17,336	\$ 17,607	\$ 8,804	\$ 17,200	\$ (407)
01-433-200-53800	Trash/Recycling Collection	\$ 95,000	\$ 94,962	\$ 98,000	\$ 24,453	\$ 103,000	\$ 5,000
01-433-200-53801	Almost Anything Goes	\$ 19,000	\$ 24,726	\$ 25,000	\$ 1,670	\$ 27,500	\$ 2,500
01-433-200-53802	Recycling Disposal	\$ 5,000		\$ 5,000	\$ 537	\$ 4,000	\$ (1,000)
01-433-200-53803	Electronic Waste Disposal	\$ 1,500	\$ 1,195	\$ 1,500		\$ 1,500	\$ -
01-433-200-53804	Scrap Metal Disposal	\$ 1,500	\$ 541	\$ 1,500	\$ 355	\$ 1,500	\$ -
01-433-200-53805	Trash Disposal	\$ 40,000	\$ 27,649	\$ 40,000	\$ 9,488	\$ 40,000	\$ -
01-433-200-57800	Trash/Recycling Other Expense		\$ 6,500	\$ 3,500	\$ 153	\$ 3,500	\$ -
01-433-201-53800	Hazardous Waste Collection	\$ 1,000	\$ 752	\$ 1,000	\$ 683	\$ 1,000	\$ -
01-433-202-53800	Maple Ave Landfill Monitoring	\$ 15,000	\$ 14,176	\$ 15,000	\$ -	\$ 16,000	\$ 1,000
<i>Ordinary Expenses Subtotal</i>		\$ 195,553	\$ 187,837	\$ 208,107	\$ 46,143	\$ 215,200	\$ 7,093
Department Total		\$ 195,553	\$ 187,837	\$ 208,107	\$ 46,143	\$ 215,200	\$ 7,093

Wastewater Enterprise Fund

FY2023 Highlights & Challenges

Maintaining compliance with DEP and EPA. Started Nitrogen Limits protocol and testing for both plants 1 & 3. Started new permit MAG580021 with new limits for POTW #3. Painted snorkel vents at POTW #3. In the process of finalizing a new permit for POTW# 1. Started preliminary PF A's testing on sludge for future limits. Repairing of blower at plant and rebuilding of UV system. Repairs and rebuild of pumps at Arch St. Pump Station. Maintenance of pump stations. Following new permit testing for POTW #1. Continuing Pretreatment Program for POTW #2.

FY2024 Goals & Initiatives

Staying in compliance, keeping license's current while continuing TCH's. With the uprising cost of parts and supply demands we would like to build up an inventory for the UV system. New signage at Pump Stations and Plants.

The agreement with the Town of Montague will also be up for renewal.

Significant Budget Changes

- Clothing allowance increase would offset the increased cost of clothing for work, between chemicals and wear and tear \$250.00 doesn't buy as much as it used to.
- Chemical costs have risen, PAC (Poly Aluminum Chloride) alone has gone up \$1.00 per gallon.
- Sludge Disposal has increased. F.C.S.W.M.D. said to expect a 30% increase.
- UV parts have gone up. Example: ballast was \$550.00 now \$950.00. UV bulbs are \$250-\$300. We used up our supply due to a power spike last fall and available parts were 6 months out.
- Wastewater Testing costs have gone up and with new permits there are more and new Analytes to test for. DEP requirements

FY2024 Wastewater Enterprise Fund Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
Salary & Wages							
60-440-101-51100	Chief Operator	\$ 69,335	\$ 70,245	\$ 72,138	\$ 28,544	\$ 73,581	\$ 1,443
60-440-102-51100	Assistant Operator	\$ 55,971	\$ 55,895	\$ 58,238	\$ 22,669	\$ 59,403	\$ 1,165
60-440-103-51100	Operator	\$ 47,731	\$ 47,666	\$ 49,670	\$ 19,254	\$ 50,664	\$ 994
60-440-104-51100	Maintenance Laborer	\$ 33,408	\$ 18,497	\$ 42,212	\$ 16,330	\$ 43,057	\$ 845
60-440-105-51200	Secretary	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
60-440-106-51300	Unforeseen Overtime	\$ 15,300	\$ 31,178	\$ 15,300	\$ 13,704	\$ 15,300	\$ -
60-440-107-51400	Longevity Pay	\$ 2,250	\$ 2,250	\$ 2,250	\$ 750	\$ 2,250	\$ -
60-440-107-51900	Clothing Allowance	\$ 1,000	\$ 750	\$ 1,000	\$ 1,000	\$ 2,000	\$ 1,000
60-440-108-51100	Operator Education Incentive	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -
Salary & Wages Subtotal		\$ 227,495	\$ 226,482	\$ 243,308	\$ 102,251	\$ 248,755	\$ 5,447
Ordinary Expenses							
60-440-209-57800	Electricity	\$ 49,000	\$ 53,604	\$ 49,000	\$ 20,323	\$ 75,000	\$ 26,000
60-440-210-57800	Employee Benefits	\$ 70,000	\$ 57,316	\$ 70,000	\$ 23,912	\$ 75,000	\$ 5,000
60-440-211-57800	Maintenance	\$ 48,074	\$ 51,064	\$ 36,000	\$ 6,844	\$ 66,000	\$ 30,000
60-440-212-57800	Fuel & Gas	\$ 22,500	\$ 34,965	\$ 22,500	\$ -	\$ 22,500	\$ -
60-440-213-57800	Office	\$ 12,000	\$ 15,451	\$ 15,000	\$ 5,131	\$ 15,000	\$ -
60-440-214-57800	Miscellaneous Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
60-440-215-53805	Testing Services	\$ -	\$ -	\$ -	\$ 5,042	\$ -	\$ -
60-440-215-57800	Lab	\$ 15,000	\$ 20,041	\$ 15,000	\$ 7,116	\$ 15,000	\$ -
60-440-216-57800	Chemicals	\$ 18,000	\$ 12,661	\$ 18,000	\$ 2,779	\$ 18,000	\$ -
60-440-217-57800	Water	\$ 1,500	\$ 1,083	\$ 1,500	\$ 306	\$ 1,500	\$ -
60-440-219-57100	Mileage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
60-440-220-57800	River St. Pump Station	\$ 12,000	\$ 2,572	\$ 12,000	\$ 4,734	\$ 12,000	\$ -
60-440-221-57800	Consulting	\$ 2,000	\$ 8,595	\$ 2,000	\$ -	\$ 2,000	\$ -
60-440-222-57800	Sludge Disposal	\$ 32,000	\$ 31,212	\$ 32,000	\$ 21,402	\$ 42,000	\$ 10,000
60-440-223-57800	Reserve Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
60-440-224-57800	Capital Improvement	\$ 10,000	\$ -	\$ 10,000	\$ 7,911	\$ 10,000	\$ -
60-440-225-57800	Licenses/Training	\$ 4,000	\$ 150	\$ 4,000	\$ 925	\$ 4,000	\$ -
60-440-226-57800	Innoculations	\$ 2,000	\$ 365	\$ 2,000	\$ -	\$ 2,000	\$ -
60-440-227-57800	Legal	\$ 4,000	\$ 10,895	\$ 6,000	\$ 300	\$ 6,000	\$ -
60-440-228-57800	Postage	\$ 600	\$ 450	\$ 600	\$ 100	\$ 600	\$ -
60-440-229-57800	Other Insurance	\$ 6,200	\$ 11,411	\$ 9,500	\$ 9,894	\$ 13,000	\$ 3,500
60-440-230-57800	Retirement	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 25,000	\$ 5,000
60-449-230-57800	Erving Ctr. W.W.T.P.	\$ 1	\$ 1	\$ 1	\$ -	\$ 1	\$ -
60-449-240-57800	Sewer Maint Expenses	\$ 20,646	\$ 6,235	\$ 20,646	\$ -	\$ 20,646	\$ -
Ordinary Expenses Subtotal		\$ 349,521	\$ 338,070	\$ 345,747	\$ 136,719	\$ 425,247	\$ 79,500
Debt Service							
60-750-201-57800	POTW1-SRF Loan Prin	\$ 234,751	\$ 234,751	\$ 239,493	\$ 239,493	\$ 244,331	\$ 4,838
60-750-202-57800	Arch Street Sewer Loan Prin	\$ -	\$ -	\$ 58,000	\$ -	\$ 50,000	\$ (8,000)
60-751-201-57800	POTW1-SRF Loan Int	\$ 41,003	\$ 40,827	\$ 35,729	\$ 19,152	\$ 30,528	\$ (5,201)
60-751-202-57800	Arch Street Sewer Loan Int	\$ -	\$ -	\$ 52,000	\$ 30,318	\$ 63,250	\$ 11,250
Debt Service Expenses Subtotal		\$ 275,754	\$ 275,578	\$ 385,222	\$ 288,963	\$ 388,109	\$ 2,887
Wastewater Department Total		\$ 852,770	\$ 840,130	\$ 974,277	\$ 527,932	\$ 1,062,111	\$ 87,834

Water Enterprise Fund

FY2023 Highlights & Challenges

Staying in compliance with DEP, EPA regulations. PFA’s testing program for PWS-1091000, PWS-1091004, and PWS-1091014, all have passed. Flushing and painting of hydrants, plus hydrant repairs. Replacing meters as needed. Monthly reporting.

FY2024 Goals & Initiatives

Continue painting of hydrants until completed. Continue maintenance of the tank, pump house, water distribution system, flushing of hydrants. New signage at water tank and pump house.

Significant Budget Changes

The increase to well and pump station line is due to increase in electricity. The water testing line increase is due to the rising cost of running water tests.

FY2024 Water Enterprise Fund Budget Request

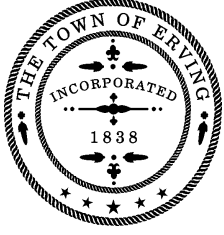
Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
Salary & Wages							
61-450-100-51000	Commissioners Salaries	\$ 879	\$ 879	\$ 879	\$ 366	\$ 879	\$ -
61-450-101-51100	Water Supply Operator	\$ 9,905	\$ 9,571	\$ 10,305	\$ 4,799	\$ 10,512	\$ 207
61-450-102-51110	Back-Up Water Supply Oper	\$ 5,260	\$ 5,275	\$ 5,380	\$ 2,242	\$ 5,490	\$ 110
61-450-102-51111	Distribution Licenses	\$ 2,484	\$ -	\$ 2,484	\$ -	\$ 2,484	\$ -
61-450-103-51130	Cross Connect.Compl.Wages	\$ 431	\$ 440	\$ 450	\$ -	\$ 460	\$ 10
61-450-106-51100	Water Rates - Collector	\$ 1,947	\$ 1,947	\$ 1,986	\$ 810	\$ 2,026	\$ 40
61-450-107-51110	Water Rates - Treasurer	\$ 1,802	\$ 1,802	\$ 1,838	\$ 748	\$ 1,875	\$ 37
61-450-108-51100	Accounting Services	\$ 676	\$ 676	\$ 704	\$ 295	\$ 718	\$ 14
61-450-109-51200	Tax Coll Water Rates Assistant	\$ 1,649	\$ 858	\$ 2,011	\$ 230	\$ 2,051	\$ 40
61-450-211-51100	Water Department Maint.-Wages	\$ 10,000	\$ 8,804	\$ 13,260	\$ 203	\$ 13,525	\$ 265
Salary & Wages Subtotal		\$ 35,033	\$ 30,252	\$ 39,297	\$ 9,693	\$ 40,020	\$ 723
Ordinary Expenses							
61-450-201-53400	Postage	\$ 700	\$ 450	\$ 700	\$ 100	\$ 700	\$ -
61-450-202-54200	Office Supplies/Expenses	\$ 2,320	\$ 1,201	\$ 2,320	\$ 142	\$ 2,320	\$ -
61-450-203-53090	Audit Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
61-450-204-58500	Software Support Fees	\$ 3,000	\$ 1,074	\$ 3,000	\$ 1,012	\$ 3,000	\$ -
61-450-205-57400	Insurance Policies	\$ -	\$ 926	\$ -	\$ 996	\$ 1,100	\$ 1,100
61-450-206-53000	Consulting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
61-450-207-53050	Training	\$ 2,000	\$ 245	\$ 2,000	\$ 125	\$ 2,000	\$ -
61-450-208-53100	Legal Counsel	\$ 250	\$ -	\$ 250	\$ -	\$ 250	\$ -
61-450-209-53110	Printing/Ads	\$ 150	\$ -	\$ 150	\$ -	\$ 150	\$ -
61-450-210-53800	Water Testing	\$ 7,000	\$ 5,292	\$ 8,000	\$ 2,090	\$ 10,000	\$ 2,000
61-450-211-57800	Water Department Maint.	\$ 24,700	\$ 18,676	\$ 24,700	\$ 2,981	\$ 24,700	\$ -
61-450-213-57800	Well and Pump Station	\$ 15,000	\$ 20,825	\$ 17,000	\$ 8,119	\$ 20,000	\$ 3,000
61-450-214-57800	Capital Improvement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
61-450-215-52100	Water Tank Inspection	\$ 1,000	\$ 3,780	\$ 1,000	\$ -	\$ 1,000	\$ -
Ordinary Expenses Subtotal		\$ 56,120	\$ 52,469	\$ 59,120	\$ 15,565	\$ 65,220	\$ 6,100
Debt Service							
61-750-201-57800	Debt Service-Water Tank-Prin	\$ 12,000	\$ 12,000	\$ -	\$ -	\$ -	\$ -
61-751-201-57800	Debt Service-Water Tank-Int	\$ 300	\$ 300	\$ -	\$ -	\$ -	\$ -
Debt Service Expenses Subtotal		\$ 12,300	\$ 12,300	\$ -	\$ -	\$ -	\$ -
Water Department Total		\$ 103,453	\$ 95,021	\$ 98,417	\$ 25,257	\$ 105,240	\$ 6,823



Town of Erving FY2024 Budget Development Calendar

This document is subject to change as new information becomes available

Date	Action/Meeting	Location & Time
September 2022		
Wednesday, September 14, 2022	Joint Select Board & Finance Committee Meeting: Discuss budget goals and guidance	Senior & Community Center Joint meeting at 7:30 PM
Thursday, September 22, 2022	FY2024 Budget goals & guidance sent to Departments along with Capital Improvement Request forms & instructions	
October 2022		
Thursday, October 20, 2022	Capital Improvement Requests due	Town Administrator's Office by 5:00PM
Thursday, October 20, 2022	Operating Budget Request forms and Instructions sent to Department Heads	
November 2022		
Wednesday, November 9, 2022	Capital Planning Committee Meeting	Senior & Community Center at 7:00 PM
Wednesday, November 16, 2022	Capital Planning Committee Meeting- Department Presentations- Departments TBA	Senior & Community Center at 7:00 PM
Monday, November 21, 2022	Operating Budget Requests Due	Town Administrator's Office by 5:00PM
Wednesday, November 30, 2022	Capital Planning Committee Meeting- Department Presentations- Departments TBA- Tentative	Senior & Community Center at 7:00 PM
December 2022		
Thursday, December 1, 2022	Draft Operating and Capital Budget Requests sent to Select Board & Finance Committee	
Monday, December 5, 2022	Joint Select Board & Finance Committee Meeting: General Government Select Board, Finance Committee, Accountant, Assessors, Treasurer, Tax Collector, Information Technology, Community Access TV, Personnel, Town Clerk, Land Use	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
Wednesday, December 14, 2022	Capital Planning Committee Meeting- Department Follow-up- Departments TBA- Tentative	Senior & Community Center at 7:00 PM
Monday, December 19, 2022	Joint Select Board & Finance Committee Meeting: Public Safety & Public Works Police, Animal Control, Fire, Emergency Management, Inspections Program, Tree Warden, Highway, Building & Grounds Maintenance, Solid Waste, Wastewater & Water	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
January 2023		
Monday, January 2, 2023	Holiday	
Monday, January 9, 2023	Joint Select Board & Finance Committee Meeting: Human Services, Culture & Recreation Board of Health, Council on Aging, Veterans Services, Library, Recreation, Historical Commission, Memorial Day Services	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
Monday, January 16, 2023	Holiday	
Monday, January 23, 2023	Joint Select Board & Finance Committee Meeting: Benefits, Insurance & Assessments Retirement, Unemployment Insurance, Health & Dental, Property & Liability, FRCOG Assessment	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
Monday, January 30, 2023	Joint Select Board, Finance Committee & Capital Planning Committee Meeting Capital Planning Budget	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
February 2023		
Monday, February 13, 2023	Joint Select Board & Finance Committee Meeting: Education Union 28, Erving Elementary School, & Secondary Education Franklin County Technical School	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
Monday, February 20, 2023	Holiday	
Thursday, February 23, 2023	ATM Warrant Article Requests due	Town Administrator's Office by 5:00PM
Monday, February 27, 2023	Joint Select Board, Finance Committee & Capital Planning Committee Meeting: Draft FY2024 Budget Review and ATM Warrant	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
March 2023		
Monday, March 6, 2022	Joint Select Board & Finance Committee Meeting: Draft FY2024 Budget Review and ATM Warrant	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
Monday, March 13, 2023	Joint Select Board & Finance Committee Meeting: Draft FY2024 Budget Review and ATM Warrant	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
Monday, March 27, 2023	Select Board Finalize Annual Town Meeting Warrant	
April 2023		
Friday, April 14, 2023	Budget & Annual Town Meeting Warrant available to Residents	
May 2023		
Wednesday, May 10, 2023	Annual Town Meeting	



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800
Fax 413-422-2808
Email: administrator@erving-ma.gov

Jacob A. Smith, Chair
Scott Bastarache
William A. Bembury
Select Board

Bryan Smith
Town Administrator

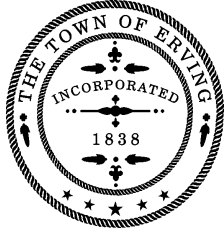
January 5, 2023

To: Select Board
Finance Committee
From: Bryan Smith, Town Administrator

RE: Potential for a Special Town Meeting

In past years, the Select Board and the Finance Committee have worked to hold a Special Town Meeting in the winter to address financial matters for the current fiscal year. If the Select Board and Finance Committee would be willing to consider preparing for a Special Town Meeting, the following financial items could be addressed:

- Authorization to pay a bill of prior year
- Amendment for the FY23 Education budget
- Amendment for the FY23 Board of Health budget
- Amendments to the FY23 Capital Planning Budget- the Capital Planning Committee has recommended considering support for the following projects in the current year:
 - Conservation - Poplar Mountain Conservation Area surveying (\$10,000)
 - Treasurer- Financial Software Replacement (\$75,000)
 - Water- Tank Mixer (\$26,000)
 - Water- Lead Service Line Assessment Project (\$125,000)
 - Wastewater- Mission 123 Monitoring system (\$10,000)



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Select Board

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Town Administrator

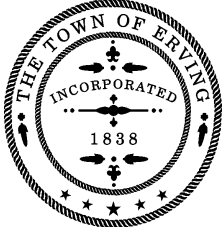
January 5, 2023

To: Select Board
From: Bryan Smith, Town Administrator

RE: Calendar Year 2023 License Renewals

The following Erving businesses have applied for license renewals for calendar year 2023. The license renewals have met the requirements and our office has verified that the applicants are current on tax payments. It is my recommendation that the Select Board issues the calendar year 2023 license renewals for the businesses listed and with the effective and expiration dates listed.

Business Name	Address	License Type	Effective Date	Expiration Date
Accurate Automotive Services, Inc.	21 Lester Street	Class II / Automotive Repair/Sell Second-Hand Vehicles	09-Jan-23	31-Dec-23
Johnson Auto & Marine Service	97 Mountain Road	Auto & Marine Repair	09-Jan-23	31-Dec-23



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800 ext. 1100
Fax 413-422-2808

Jacob A. Smith, Chair
William A. Bembury
Scott Bastarache
Board of Selectmen

Bryan Smith
Administrative Coordinator

January 9, 2023

ALCOHOLIC BEVERAGE LICENSES ANNUAL REPORT 2023 For Calendar Year 2022

Alcoholic Beverage Licenses Issued for Retail Sale in 2022:

◆One (1) Restaurant All Alcoholic Licenses Issued	\$500.00 ea.
◆Three (3) Retail Package Store Licenses Issued	\$300.00 ea.
◆One (1) Innkeeper Liquor License Issued	\$525.00 ea.

This represents all fees on our established schedule of fees and in 2022 Erving collected a total of \$1,925.00.

There were no violations that came to the attention of the Town of Erving in 2022.

Jacob A. Smith, Chair

William A. Bembury

Scott Bastarache

COMMONWEALTH OF MASSACHUSETTS
TOWN OF ERVING

OFFICE OF THE BOARD OF WATER COMMISSIONERS
Water Commissioners Warrant to the Collector
Backflow Water Charges **11th Commitment**, Fiscal Year 2023

To: Michele Turner, Tax/Water Collector for the Town of Erving in the County of Franklin

Greetings:

IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to levy on and collect from the several persons named in the water charges list herewith committed to you, the amount of the water charges for testing of backflow prevention devices, including Erving Elementary School – Two tests at Forty Dollars each, totaling Eighty Dollars (\$80.00); French King Bowling Center – Two tests at Forty Dollars each, totaling Eighty Dollars (\$80.00); Erving Fire Station - One test at Forty Dollars each, totaling Forty Dollars (\$40.00); Erving Police Department - One test at Forty Dollars each, totaling Forty Dollars (\$40.00); Erving Senior/Community Center - Two tests at Forty Dollars each, totaling Eighty Dollars (\$80.00); Renovators Supply Inc., - Three tests at Forty Dollars each, totaling One Hundred Twenty Dollars (\$120.00); Town of Erving POTW 1 – One test at Forty Dollars each, totaling Forty Dollars (\$40.00); Erving Public Library – One test at Forty Dollars each, totaling Forty Dollars (\$40.00) and The Commonwealth of Massachusetts – One test at Forty Dollars each, totaling Forty Dollars (\$40.00). The sum total of such list being Five Hundred Sixty Dollars and No Cents (\$560.00).

Said charges are to be paid to Michele Turner, Town of Erving Tax/Water Collector, or to his/her successor in office, at the times and in the manner provided by General Laws, Chapter 60, Section 2. As Collector, you must provide the Treasurer an account of all charges and fees collected by you. In addition, you are to make written return of said water charges and interest with your water charge list and of your doings thereon at such times as the Water Commissioners shall require.

You are to complete, and make up an account of the collection of the whole sum hereon, committed to you, with interest, on or before December 31 of the current year.

The owner of the premises shall be responsible for the payment of all charges for water and service furnished to the property. Under the General Laws of Massachusetts Chapter 40 Section 42A as accepted in Article 7 of the Erving Special Town Meeting June 29, 1992, unpaid water bills become a lien on the property immediately following the due date for such rate or charge and collections will be made by the sale of property. Water bills will be mailed semi-annually. Water bills will be due thirty (30) days after the postmarked date of the original bill. Overdue notices will go to property owners and "current occupant" forty-five (45) days after postmarked date of the original bill. Shut off notices will go to property owners and "current occupant" sixty (60) days after the postmarked date of the original bill. The shut off notice will specify that shut off will occur on Monday at 10:00 a.m., except when Monday is a legal holiday observed by the Commonwealth of Massachusetts. In this case, shut off will occur on Tuesday, following seventy-five (75) days from the postmarked date of the original billing. The shut off notice will clearly state both the date and time shut off will occur. There will be no further notice. Service will be restored as soon as possible, upon payment in full of all amounts due.

The levy and collection of the amounts are hereby committed to you. All interest, charges, and fees as provided by law, also apply. You are to have and to exercise all the powers conferred by the laws of this Commonwealth upon collectors of taxes.

Given under our hands this 9th day of January 2023.

WATER COMMISSIONERS OF ERVING

Jacob A. Smith, Chair

William A. Bembury

Scott Bastarache

Commitment Report

Account Information	Meter Reads And Usage	Usage	Receivable	Amount
1			BackFlow Test	\$120.00
RENOVATORS SUPPLY INC			Total:	\$120.00
RIVER ST				
Route 1				
97			BackFlow Test	\$40.00
TOWN OF ERVING POTW 1			Total:	\$40.00
16 PUBLIC WORKS BLVD				
Route 1				
143			BackFlow Test	\$80.00
TOWN OF ERVING EES 1			Total:	\$80.00
28 NORTHFIELD RD				
Route 1				
245			BackFlow Test	\$80.00
SEMB RALPH W			Total:	\$80.00
55 FRENCH KING HWY				
Route 1				
257			BackFlow Test	\$40.00
TOWN OF ERVING FIRE STATK			Total:	\$40.00
18 MOORE ST				
Route 1				
268			BackFlow Test	\$40.00
TOWN OF ERVING			Total:	\$40.00
71 FRENCH KING HIGHWAY				
Route 1				
275			BackFlow Test	\$40.00
TOWN OF ERVING			Total:	\$40.00
2 CARE DRIVE				
Route 1				
276			BackFlow Test	\$80.00
TOWN OF ERVING			Total:	\$80.00
CARE DRIVE1				
Route 1				
279			BackFlow Test	\$40.00
COMMONWEALTH OF MASS			Total:	\$40.00
89 FRENCH KING HIGHWAY				
Route 1				

Report Totals

9 Account(s)	Receivable Name	Total
	BackFlow Test	\$560.00
	Receivable Totals:	\$560.00

Account Debit Verification Report

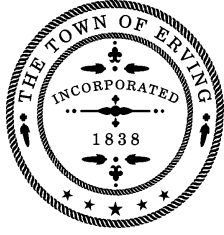
Account	Owner	Service Location	Receivable	Amount	Usage
1	RENOVATORS SUPPLY IN	RIVER ST	BackFlow Test	\$120.00	
				\$120.00	
97	TOWN OF ERVING POTW 1	16 PUBLIC WORKS BLVD	BackFlow Test	\$40.00	
				\$40.00	
143	TOWN OF ERVING EES 1	28 NORTHFIELD RD	BackFlow Test	\$80.00	
				\$80.00	
245	SEMB RALPH W	55 FRENCH KING HWY	BackFlow Test	\$80.00	
				\$80.00	
257	TOWN OF ERVING FIRE ST	18 MOORE ST	BackFlow Test	\$40.00	
				\$40.00	
268	TOWN OF ERVING	71 FRENCH KING HIGHWAY	BackFlow Test	\$40.00	
				\$40.00	
275	TOWN OF ERVING	2 CARE DRIVE	BackFlow Test	\$40.00	
				\$40.00	
276	TOWN OF ERVING	CARE DRIVE 1	BackFlow Test	\$80.00	
				\$80.00	
279	COMMONWEALTH OF MAS	89 FRENCH KING HIGHWAY	BackFlow Test	\$40.00	
				\$40.00	
Report Totals:			9 Account(s):	\$560.00	

Receivable Summary Totals

Receivable Name	Total
Water	\$560.00
Receivable Totals:	\$560.00

Receivable Detail Totals

Receivable Name	Total
BackFlow Test	\$560.00
Receivable Totals:	\$560.00



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800
Fax 413-422-2808
Email: administrator@erving-ma.gov

Jacob A. Smith, Chair
Scott Bastarache
William A. Bembury
Select Board

Bryan Smith
Town Administrator

January 6, 2023

To: Select Board/ Cemetery Commissioners
From: Bryan Smith, Town Administrator

RE: Center Cemetery Deeds for Rights to Burial

Enclosed, you will find deeds prepared by the Town Clerk for the right of burial in Erving Center Cemetery.

Recommended Vote Language:

A motion to issue the following deeds to the right of burial in Erving Center Cemetery:

- Deed number 575 for lot number 357A, to Deborah Ann White and Raymond James Mayhew, Jr.; and
- Deed number 576 for lot number 357B, to Deborah Ann White and Kathleen Ann Mayhew; and
- Deed number 577 for lot number 357C, to Deborah Ann White; and
- Deed number 578 for lot number 357D, to Deborah Ann White and Daniel Richard White; and
- Deed number 579 for lot number 358A, to Deborah Ann White and Paul Frederick Mayhew; and
- Deed number 580 for lot number 358B, to Deborah Ann White and Amy Kathleen Mayhew; and
- Deed number 581 for lot number 358C, to Deborah Ann White and Kody Dean Mayhew; and
- Deed number 582 for lot number 358D, to Deborah Ann White and Bernadette Theodore Marx



Commonwealth of Massachusetts
TOWN OF ERVING
DEED TO RIGHT OF BURIAL
ERVING CENTER CEMETERY

DEED NUMBER: 575 **PURCHASE DATE:** 1/4/2023
LOT NUMBER: 357A **PURCHASE AMOUNT:** \$25.00

This certifies that:

Deed Owner 1
Deborah Ann White
390 Millers Falls Road
Turners Falls, MA 01376

Deed Owner 2
Raymond James Mayhew Jr.

It is hereby acknowledged that the above listed owner(s), is entitled to the sole and exclusive use as a place of burial for human remains, on Lot Number 357A in ERVING CENTER CEMETERY.

Held Subject to the rules and regulations of which said Town has lawfully adopted and may amend from time to time.

Select Board

Richard W. Newton

Town Clerk



Commonwealth of Massachusetts
TOWN OF ERVING
DEED TO RIGHT OF BURIAL
ERVING CENTER CEMETERY

DEED NUMBER: 576

PURCHASE DATE: 1/4/2023

LOT NUMBER: 357B

PURCHASE AMOUNT: \$25.00

This certifies that:

Deed Owner 1
Deborah Ann White
390 Millers Falls Road
Turners Falls, MA 01376

Deed Owner 2
Kathleen Ann Mayhew

It is hereby acknowledged that the above listed owner(s), is entitled to the sole and exclusive use as a place of burial for human remains, on Lot Number 357B in ERVING CENTER CEMETERY.

Held Subject to the rules and regulations of which said Town has lawfully adopted and may amend from time to time.

Select Board

Richard W. Newton

Town Clerk



Commonwealth of Massachusetts
TOWN OF ERVING
DEED TO RIGHT OF BURIAL
ERVING CENTER CEMETERY

DEED NUMBER: 577

PURCHASE DATE: 1/4/2023

LOT NUMBER: 357C

PURCHASE AMOUNT: \$25.00

This certifies that:

Deed Owner 1
Deborah Ann White
390 Millers Falls Road
Turners Falls, MA 01376

Deed Owner 2
Deborah Ann White

It is hereby acknowledged that the above listed owner(s), is entitled to the sole and exclusive use as a place of burial for human remains, on Lot Number 357C in ERVING CENTER CEMETERY.

Held Subject to the rules and regulations of which said Town has lawfully adopted and may amend from time to time.

Select Board

Richard W. Newton

Town Clerk



Commonwealth of Massachusetts
TOWN OF ERVING
**DEED TO RIGHT OF BURIAL
ERVING CENTER CEMETERY**

DEED NUMBER: 578 **PURCHASE DATE:** 1/4/2023
LOT NUMBER: 357D **PURCHASE AMOUNT:** \$25.00

This certifies that:

Deed Owner 1
Deborah Ann White
390 Millers Falls Road
Turners Falls, MA 01376

Deed Owner 2
Daniel Richard White

It is hereby acknowledged that the above listed owner(s), is entitled to the sole and exclusive use as a place of burial for human remains, on Lot Number 357D in ERVING CENTER CEMETERY.

Held Subject to the rules and regulations of which said Town has lawfully adopted and may amend from time to time.

Select Board

Richard W. Newton

Town Clerk



Commonwealth of Massachusetts
TOWN OF ERVING
**DEED TO RIGHT OF BURIAL
ERVING CENTER CEMETERY**

DEED NUMBER: 579 **PURCHASE DATE:** 1/4/2023
LOT NUMBER: 358A **PURCHASE AMOUNT:** \$25.00

This certifies that:

Deed Owner 1
Deborah Ann White
390 Millers Falls Road
Turners Falls, MA 01376

Deed Owner 2
Paul Frederick Mayhew

It is hereby acknowledged that the above listed owner(s), is entitled to the sole and exclusive use as a place of burial for human remains, on Lot Number 358A in ERVING CENTER CEMETERY.

Held Subject to the rules and regulations of which said Town has lawfully adopted and may amend from time to time.

Select Board

Richard W. Newton

Town Clerk



Commonwealth of Massachusetts
TOWN OF ERVING
**DEED TO RIGHT OF BURIAL
ERVING CENTER CEMETERY**

DEED NUMBER: 580 **PURCHASE DATE:** 1/4/2023
LOT NUMBER: 358B **PURCHASE AMOUNT:** \$25.00

This certifies that:

Deed Owner 1
Deborah Ann White
390 Millers Falls Road
Turners Falls, MA 01376

Deed Owner 2
Amy Kathleen Mayhew

It is hereby acknowledged that the above listed owner(s), is entitled to the sole and exclusive use as a place of burial for human remains, on Lot Number 358B in ERVING CENTER CEMETERY.

Held Subject to the rules and regulations of which said Town has lawfully adopted and may amend from time to time.

Select Board

Town Clerk



Commonwealth of Massachusetts
TOWN OF ERVING
DEED TO RIGHT OF BURIAL
ERVING CENTER CEMETERY

DEED NUMBER: 581 **PURCHASE DATE:** 1/4/2023
LOT NUMBER: 358C **PURCHASE AMOUNT:** \$25.00

This certifies that:

Deed Owner 1
Deborah Ann White
390 Millers Falls Road
Turners Falls, MA 01376

Deed Owner 2
Kody Dean Mayhew

It is hereby acknowledged that the above listed owner(s), is entitled to the sole and exclusive use as a place of burial for human remains, on Lot Number 358C in ERVING CENTER CEMETERY.

Held Subject to the rules and regulations of which said Town has lawfully adopted and may amend from time to time.

Select Board

Richard W. Newton

Town Clerk



Commonwealth of Massachusetts
TOWN OF ERVING
DEED TO RIGHT OF BURIAL
ERVING CENTER CEMETERY

DEED NUMBER: 582 **PURCHASE DATE:** 1/4/2023
LOT NUMBER: 358D **PURCHASE AMOUNT:** \$25.00

This certifies that:

Deed Owner 1
Deborah Ann White
390 Millers Falls Road
Turners Falls, MA 01376

Deed Owner 2
Bernadette Theodore Marx

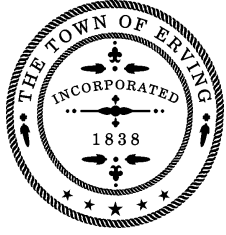
It is hereby acknowledged that the above listed owner(s), is entitled to the sole and exclusive use as a place of burial for human remains, on Lot Number 358D in ERVING CENTER CEMETERY.

Held Subject to the rules and regulations of which said Town has lawfully adopted and may amend from time to time.

Select Board

Richard W. Newton

Town Clerk



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800
Fax 413-422-2808
Email: administrator@erving-ma.gov

Jacob A. Smith, Chair
Scott Bastarache
William A. Bembury
Select Board

Bryan Smith
Town Administrator

January 9, 2023

To: Select Board
From: Bryan Smith, Town Administrator

RE: Activities Coordinator Preliminary Screening Committee

Paula Betters, Senior Center Director, is requesting the appointment of the following individuals to the Activities Coordinator Preliminary Screening Committee:

- Hilda Worden
- Janis Fuller