



Select Board Meeting
Meeting Packet
March 4, 2025



In accordance with Medfield Bylaws
Article IV. Police Regulations
Section 26 Solicitation

**Town of Medfield
Application to Solicit**

Date: 2/11/25

Applicant's Name: Alexander John Kachajian

Home Address: [REDACTED]

Email Address: [REDACTED]

Telephone No. [REDACTED] Date of Birth: 08/27/2004

Social Security No. 123-45-6789 Height 5'8 Weight 150 lbs

Color: Hair Brown Eyes Hazel

Motor Vehicle Operator's License No. & State: [REDACTED] MA

Motor Vehicle Owner and Address: Alexander J Kachajian 27 St James Rd

Motor Vehicle Registration No. [REDACTED] Lexus

Motor Vehicle Make: Lexus Model: LS 450 Year: 2015

Name of Business: SUN RV

Business Address: 50 SW CUT OFF, WORCESTER MA

Nature of Business and goods to be sold: Solar

Non-Profit (Y/N) Y Other: _____

Permit Number (State or local if any): _____

Time period requested for license (initial approval will be limited to 3-months):

AS SOON AS POSSIBLE
Days of week and hours of solicitation: MONDAY - SUNDAY 10AM - 6PM

List of any others who will solicit in Medfield as part of application:

Name	Address	Date of Birth	SS#

Application Fee: \$10.00

Public Hearing will be required

Applicant's Signature: A

Approved/Disapproved _____

Date: _____ Chief of Police



Brittney Franklin <bfranklin@medfield.net>

Fwd: Resignation from Medfield Outreach Advisory Board

Kathy McDonald <kmcdonald@medfield.net>
To: Brittney Franklin <bfranklin@medfield.net>

Mon, Feb 24, 2025 at 1:27 PM

fyi

Kathy McDonald, M.Ed., MSW, LICSW
Director Human Services/Medfield Outreach
Pronouns: she/her/hers ([what's this?](#))

(508) 359-7121 x2 | [Medfield Outreach Website](#)
kmcdonald@medfield.net



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

From: **Molly F.** <mmfrankel@gmail.com>
Date: Sun, Feb 23, 2025 at 7:40 PM
Subject: Resignation from Medfield Outreach Advisory Board
To: Kristine Trierweiler <ktrierweiler@medfield.net>
Cc: Kathy McDonald <kmcdonald@medfield.net>

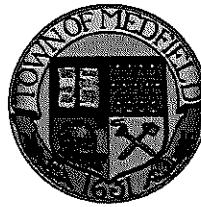
Dear. Ms. Trierweiler,

I am writing to formally notify you that I have chosen to resign from the Medfield Outreach Advisory Board. I informed Kathy McDonald about my resignation earlier in the week.

It has been my pleasure and privilege as a Medfield resident to volunteer on the Advisory Board for over 7 years, the last several of which I served as Board Chair. The organization does critical work supporting some of our most vulnerable residents. Kathy and her staff are true professionals and deeply committed to the community. I am confident that whomever fills my seat on the Board will value the work and feel valued by the Outreach team.

Kind regards,
Molly Frankel
[128 Philip St., Medfield](#)

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TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **18th** of **February** in the year **Two Thousand and Twenty Five** between **American Service Company, LLC** with a usual place of business at **35 Hanna Street, Quincy, MA 02169** hereinafter called the **CONTRACTOR**, and the **Town of Medfield**, with a usual place of business at **459 Main Street, Medfield, MA, 02052**, hereinafter called the **OWNER**.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

The Contract Documents consist of this Agreement together with the Town of Medfield's IFB document dated 12/18/2025 (Attachment A) and Contractors FORM FOR GENERAL BID (IFB document Page 10). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Work

The scope of work includes supplying all labor, materials and equipment to fully replace the fire alarm system at the Medfield Public Library in accordance with the Town of Medfield's Fire Alarm Replacement IFB document.

3. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of \$83,000.00**

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work **before May 30th, 2025**.

- A. Definition of Term: The Term "Substantial Completion" shall mean the date certified by the Owner when services are sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterrupted at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, 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 periodic estimates. The amount of liquidated damages shall be \$500.00 per day.

5. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all

means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

(1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for the cost of the permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and

employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations.

- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

6. Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

8. Payment for Work

The Town shall pay the Contractor in the amount of **\$83,000.00** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. Insurance

The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including

operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of Medfield as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in Town and contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

OWNER: Town of Medfield

By: American Service Company

Name: Russell Lalonde

Title: General Manager

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

Russell Lalonde
Print Name
General Manager
Title/Authority

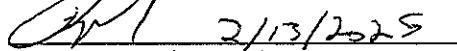
CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Russell Lalonde, authorized signatory for
name of signatory
American Service Company LLC., whose
name of contractor
principal place of business is at 35 Hanna ST. Quincy,

MA 02169 does hereby certify under the pains and penalties of perjury that
American Service Company LLC. has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes,
reporting of employees and contractors, and withholding and remitting child support.

 2/13/2025
Signature Date

INVITATION FOR BID

MEDFIELD PUBLIC LIBRARY FIRE ALARM REPLACEMENT



**TOWN OF MEDFIELD
459 MAIN STREET
MEDFIELD, MA, 02052**

DECEMBER 18, 2024

**BLW ENGINEERS, INC.
311 Great Road
Post Office Box 1551
Littleton, MA 01460
Tel: 978.486.4301
Fax: 978.428.0067
bidding@blwengineers.com**

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INVITATION FOR BID

MEDFIELD PUBLIC LIBRARY FIRE ALARM REPLACEMENT



**TOWN OF MEDFIELD
459 MAIN STREET
MEDFIELD, MA, 02052**

PART A

**BIDDING REQUIREMENTS, CONTRACT FORMS
AND GENERAL CONDITIONS**

**TOWN OF MEDFIELD
MEDFIELD, MASSACHUSETTS**

INVITATION TO BID

- 1.01 The **Town of Medfield**, the Awarding Authority, will receive sealed bids for **TOWN OF MEDFIELD PUBLIC LIBRARY FIRE ALARM REPLACEMENT**, located at 468 Main St, Medfield, MA 02052 in accordance with the Contract Documents prepared by BLW Engineers, Inc., P.O. Box 1551 - 311 Great Road, Littleton, MA 01460.
- 1.02 The estimated cost of the project is: **\$90,000**.
- 1.03 Bidding procedures shall be in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 44A through Section 44I, inclusive, and State Laws, Chapter 30, Section 39F, G, K, N, O, P, Q, R.
- 1.04 Sealed bids for the General Contract will be received at the Town of Medfield, 459 Main Street, Second Floor, Medfield, MA, 02052, prior to **11:00 AM on January 15, 2025** after which time all bids will be opened and read aloud.
- 1.05 Each bid shall be accompanied by a bid bond, or cash, or certified check on, or treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Town of Medfield Massachusetts, in the amount of five percent (5%) of the bid amount. Bid Bonds shall be T-Listed; Surety company(ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.
- 1.06 Plans and Specifications will be available on **December 18, 2024**. Information can be found on the Town's website [Bid Postings • Medfield, MA • CivicEngage](#). Interested bidders should email Ben Jachowicz bjachowicz@medfield.net if they would like the documents; those requesting documents will be added to the plan holders. Addenda will be emailed to all plan holders; however, it is bidder's responsibility to check the website for any addenda before submitting a bid.
- 1.07 A Pre-Bid Conference shall be held at the Town of Medfield Public Library located at 468 Main St, Medfield, MA 02052 on **January 8, 2025 at 1:00 PM** at which time the job site shall be made available for inspection. A representative from the Town of Medfield and BLW Engineers will be there to walk you through the site.
- 1.08 General Bids must be accompanied by the **Form for General Bid, Unit Price Form, Bid Deposit, Certificate of Tax Compliance, Certificate of Authority, Certificate of Good Faith and OSHA Compliance Certification** shall be enclosed in envelopes (outer and inner) in order to guard against premature opening of the Bid; both of which shall be sealed and clearly labeled with the words:

TOWN OF MEDFIELD PUBLIC LIBRARY

FIRE ALARM REPLACEMENT

(Date Submitted)

**Bidder's Company Name and Address shall appear on the sealed envelope.*

Town of Medfield Public Library
Fire Alarm Replacement
Medfield, Massachusetts

- 1.09 The successful General Bidder will be required to furnish a labor and materials payment bond as set forth in the specifications; in an amount equal to fifty percent (50%) of the contract price. Such bond shall be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts.
- 1.10 The Awarding Authority reserves the right to reject any or all bids if it be in the public interest to do so. All bids will remain subject to acceptance for thirty days after the day of the Bid opening, but the Awarding Authority may, in its sole discretion, release any bid and return any Bid Security before that date.
- 1.11 Prevailing wages are to be paid on the work of the project in accordance with the Schedules issued by the Massachusetts Commissioner of Labor and Industries of which are contained in the Contract Documents are made part of the Contract. Additional copies of the schedule are available from the Awarding Authority upon request.
- 1.12 No bid shall be withdrawn for a period of thirty (30) days, Saturdays, Sundays and legal holidays excluded, after receipt of award, without written consent by the Awarding Authority.
- 1.13 Town of Medfield is exempt from sales tax, for which reason, bidders should not include sales tax in figuring or in reference to any bid.

**TOWN OF MEDFIELD
459 MAIN STREET
MEDFIELD, MA, 02052**

Town of Medfield Public Library
Fire Alarm Replacement
Medfield, Massachusetts

TOWN OF MEDFIELD PUBLIC LIBRARY

FIRE ALARM REPLACEMENT

(Date Submitted)

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- 1.14 Town of Medfield is exempt from sales tax, for which reason, bidders should not include sales tax in figuring or in reference to any bid.

**TOWN OF MEDFIELD
459 MAIN STREET
MEDFIELD, MA, 02052**

INSTRUCTIONS TO BIDDERS

1.01 PREPARATION OF GENERAL BIDS AND SUB-BIDS

- A. Bidding procedures shall be in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 44A through Section 44I, inclusive and Chapter 30, Section 39M as amended. Said statutes are hereby made a part of these instructions to bidders to the same extent as though herein reproduced in full. In the event of any inconsistency between any of the provisions of these Contract Documents and of cited statute, anything herein to the contrary notwithstanding, the provisions of said statute shall govern.
- B. General Bids must be accompanied by a copy of the Form for General Bid, Unit Price Form, Bid Deposit, Certificate of Tax Compliance, Certificate of Authority, Certificate of Good Faith and OSHA Compliance Certification.

1.02 ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretations shall be in written form and may be emailed to: bidding@blwengineers.com and to be given consideration, must be received no later than 12:00 PM, six (6) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions pertaining to Bidders, will be in the form of written Addenda to the Contract Documents which, if issued, will be sent by email to all persons on record as having received a complete set of Contract Documents (at the respective addresses furnished for such purposes). Any such Addenda will be emailed no later than 48 hours prior to time set for the opening of bids.
- B. Failure of any bidder to receive any such Addenda shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. At the same time of the opening of the 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 to his bid.

1.03 FORM AND AMOUNT OF BID DEPOSITS

- A. Every general bid shall be accompanied by a bid bond, or cash, or certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to **Town of Medfield**, in the amount of five (5%) of the bid amount. Bid Bonds shall be T-Listed; Surety company(ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.
- B. The return of such bid deposits will be in accordance with the applicable Massachusetts General Laws.

1.04 REQUIREMENTS FOR FOREIGN CORPORATIONS

- A. The attention of all bidders is called to the provisions of General Laws, Chapter 30, Section 39L, added by Chapter 446 of the Acts of 1963 which provided that the

Town of Medfield Public Library
Fire Alarm Replacement
Medfield, Massachusetts

Awarding Authority may not enter into a Contract for construction work a foreign corporation which has not complied with the requirements of Section 3 and 5 of Chapter 181 of the General Laws. The term “foreign corporation” means a corporation not incorporated under the laws of the Commonwealth of Massachusetts.

1.05 BID MODIFICATIONS

- A. No modification of any bid will be considered by the Awarding Authority, unless same is in writing, sealed, and received by the Awarding Authority prior to the times respectively established herein for the receipt of General Bids and Sub-Bids.

1.06 WITHDRAWAL OF BIDS

- A. A bid may be withdrawn by written or telegraphic request subsequently confirmed in writing, provided that such request is received prior to times respectively established herein for the receipt of General Bids. The Awarding Authority will not be responsible, however, for the timely receipt of any request for withdrawal in ample time for delivery before the bid opening hour.

1.07 RIGHT TO REJECT BIDS RECEIVED

- A. The Awarding Authority reserves the right to reject any or all general bids if it be in the public interest so to do. All bids will remain subject to acceptance for thirty days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return Bid security before that date.

1.08 INSPECTION OF EXISTING BUILDING

- A. All bidders may inspect the existing building and to familiarize themselves with conditions as they exist, prior to submitting their bids.
- B. A Pre-Bid Conference shall be held at the Town of Medfield Public Library located at 468 Main St, Medfield, MA 02052 on **January 8, 2025 at 1:00 PM** at which time the job site shall be made available for inspection. A representative from the Town of Medfield and BLW Engineers will be there to walk you through the site

1.09 METHOD OF AWARD

- A. The Contract will be awarded to the lowest responsible and eligible general bidder on the basis of the proposed Contract Price.

1.10 EXECUTION OF GENERAL CONTRACT AND SECURITY FOR FAITHFUL PERFORMANCE

- A. The general bidder who is selected as General Contractor shall execute a contract within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Awarding Authority, in accordance with the general bid; and furnish with the executed Contract, a Labor and Materials Payment Bond, which shall be in the sum of fifty percent (50%) of the Contract Price, the premiums for which are to be paid by the General Contractor and are included in the Contract Price. Such bond shall be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. If

Town of Medfield Public Library
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the General Contractor is a partnership, the bond shall be signed in the correct corporate name by duly authorized officer, agent, or attorney-in-fact. The executed bond shall be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate certified copy of power-of-attorney or other certifications of authority where bond is executed by an agent, officer or representative of the General Contractor or Surety; (c) a duly certified extract from the by-laws or resolutions of the Surety under which power-of-attorney or other certificate of authority of its agent, officer, or representative was issued; and (d) a duly certified copy of the latest published financial statement of assets and liabilities of the Surety. Certificates of insurance, required under the Contract Documents, shall be submitted with bonds.

1.11 SALES TAX EXEMPTION

- A. All materials and items which will be incorporated into the project, and which will become the property of the Owner upon completion of said project, will be exempt from the Massachusetts Sales Tax. The General Contractor shall obtain from the Owner the Sales Tax exemption number, applicable for the project, and shall include said number when ordering materials for the project.

1.12 POST-BID CONFERENCE

- A. A post-bid conference will be held prior to the execution of the General Contract, with the successful General Bidder to discuss phasing and other operations of the Contract. The date of such conference will be established by the Awarding Authority.

1.13 BUILDING PERMIT

- A. The successful bidder shall be responsible for obtaining any permits required. The cost of such permits shall be waived by the Town.

1.14 COMMENCEMENT AND COMPLETION

- A. The Contractor shall commence work upon receipt of Notice to Proceed from the Owner. Contractor shall bring each phase of the work required under the contract to final completion, as defined in the general conditions, no later than that which is specified in Division 01, Section 01 31 00, of these specifications.

END OF SECTION

Town of Medfield Public Library
Fire Alarm Replacement
Medfield, Massachusetts

FORM FOR GENERAL BID

To the Awarding Authority:

1.01 The undersigned proposes to furnish all labor and materials required for the **TOWN OF MEDFIELD PUBLIC LIBRARY FIRE ALARM REPLACEMENT** in accordance with the accompanying Contract Documents, Drawings, and Specifications, prepared by BLW Engineers, Inc., P.O. Box 1551 - 311 Great Road, Littleton, MA 01460, for the contract prices specified below, subject to additions and deductions according to the terms of the Bid Documents, Drawings and Specifications.

The Bid includes Addenda numbered _____.

ITEM 1: Work of the General Contractor is:

\$ 83,000.00 (In Numbers)

Eighty Three Thousand Dollars — Dollars (In Words)

ITEM 2: The bidder agrees to complete all work and comply with all requirements as described in the Bid Documents, Drawings and Specifications for Alternate work below:

DEDUCT Alternate:

For Alternate No. 1: Electrical – surface mount conduit will be allowed.

\$ 500.00 (In Numbers)

Five Hundred Dollars — Dollars (In Words)

ADD Alternate:

For Alternate No. 2: Half of all job hours shall be calculated at "off hours" rates (nights and or weekends).

\$ 22,500.00 (In Numbers)

Twenty Two Thousand Five Hundred Dollars ~~00~~ ⁵⁰ Dollars (In Words)

THIS SECTION SHALL BE COMPLETED BY ALL BIDDERS

1.02 BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. BIDDER promises and agrees that this Bid will remain subject to acceptance for thirty days after the day of Bid opening.

1.03 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents.

Town of Medfield Public Library
Fire Alarm Replacement
Medfield, Massachusetts

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- C. BIDDER has studied carefully all reports and drawings of physical conditions included with these specifications, and accepts that all measurements and technical data included herein is ENGINEER'S estimates and BIDDER has made such investigations of his own as necessary and has based his bid on those investigations.
- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work) as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
- E. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- F. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over OWNER.
- H. BIDDER agrees that the work shall be completed in the specified number of working days from the date of the Notice to Proceed.

1.04 The undersigned agrees that, if he is selected as General Contractor, he will within five (10) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of his general bid and furnish a performance bond, also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of one hundred percent (50%) of the Contract Price, the premiums for which are to be paid by the General Contractor and are included in the Contract Price.

1.05 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 and that he will comply fully with all laws and regulations applicable to awards made subject to Section 44A of Chapter 149 of the General Laws.

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1.06 The undersigned further certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section 29.F of Section 29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

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

1.08 List References for Similar Projects:

Greg Reynolds gregreynolds@mgb.org
thkeane@mgb.org

1. McLean Hospital Thomas Keane (617.855-2600)

Paul Shutey PH (617.988.5211)

2. Boston Housing Authority Fire Alarm Panel Replacement

Fran Murphy PH (617.276-4494)

3. Boston Home Fire Alarm Panel Replacement in Denver

Greg Goodwin PH 508.923 2000 x 1718

4. Free Town Elementary FA syst. upgrade

Lakia Jones (617.704.6509)

5. Suffolk Sheriff's Dept Fa. testy & maintenance

THIS BID IS SUBMITTED ON 16th January the 15th 2025
(month) (day)

SSN or Federal
Identification Number: 04-2035402

1/6/2025 Relay Fire & Safety
American Service Company, LLC
Print Name of General Bidder

Russell
By LaLonde (General manager)

Name of Person Signing Bid and Title

35 Hanover Street

Business Address

Quincy MA 02169

City, State and Zip Code

Telephone: 617.471.5953

Email: SKelly@relay.safety.com

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Note: If the Bidder is a corporation, indicate state of incorporation; if a partnership, give full name and addresses of all partners; and if an individual, provide residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: _____

President: _____

Treasurer: _____

Secretary: _____

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts?

Yes _____ No _____.

If the bidder is selected for the work referred to above, it is required under MGL c 30 39L to furnish to the awarding authority a certificate to the Secretary of State stating that the corporation has complied with MGL c 181 3, 5 and the date of such compliance.

If a Partnership: (name all partners)

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

If an Individual: _____

Name: _____

Residence: _____

If an Individual doing business under a firm name:

Name: _____

Name of Individual: _____

Business Address: _____

Residence: _____

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Other form of business organization:

American Service Company, LLC d/b/a Relay Fire & Safety

The bidder will give below the name and address of the Surety Company who will sign the bonds. Surety Company(ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.

Travelers Casualty & Surety Company of America
1 Tower Sq. Hartford CT
06183

Bid Bond (or equivalent) attached. (See Invitation to Bid)

END OF SECTION

Town of Medfield Public Library
Fire Alarm Replacement
Medfield, Massachusetts

UNIT PRICE FORM

1.01 The following unit prices will be used to add to or deduct from the Contract Sum for the items listed below. These unit prices are submitted in accordance with paragraph 1.01 of SECTION 01 40 10, UNIT PRICES:

1.02 Unit Prices:

A. UP-1: Audio/Visual Ceiling mounted device

Section	Unit	Estimated Quantity	Unit Measure	Unit Price Dollars/Cents	Total Amount Dollars/Cents
26 00 00	Each	1	Each	\$ <u>135.00</u>	\$ <u>135.00</u>

B. UP-2: Audio/visual wall/surface mounted device

Section	Unit	Estimated Quantity	Unit Measure	Unit Price Dollars/Cents	Total Amount Dollars/Cents
26 00 00	Each	1	Each	\$ <u>225.00</u>	\$ <u>225.00</u>

C. UP-3: Wall mounted pull station

Section	Unit	Estimated Quantity	Unit Measure	Unit Price Dollars/Cents	Total Amount Dollars/Cents
26 00 00	Each	1	Each	\$ <u>258.00</u>	\$ <u>258.00</u>

D. UP-4: Ceiling mounted smoke/heat detector

Section	Unit	Estimated Quantity	Unit Measure	Unit Price Dollars/Cents	Total Amount Dollars/Cents
26 00 00	Each	1	Each	\$ <u>245.00</u>	\$ <u>245.00</u>

E. UP-5: Install 50'- 0" of fire alarm cable mounted above accessible ceiling

Section	Unit	Estimated Quantity	Unit Measure	Unit Price Dollars/Cents	Total Amount Dollars/Cents
26 00 00	LF	50	Lineal Feet	\$ <u>4.00</u>	\$ <u>200.00</u>

Total (UP-1 through UP-5 inclusive) \$ 1,363.00

The total amount above, shall be included in the amount of on the Form for General Bid.

Town of Medfield Public Library
Fire Alarm Replacement
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- 1.03 The unit prices quoted herein shall include actual labor time at the site including bonds, insurances, overhead, profit, travel time to and from the site, transportation costs, equipment, staging and other materials required for the emergency labor.
- 1.04 Any unit price proposal that contains a unit price which is unduly high or low may be rejected as unbalanced; the Awarding Authority may reject the general bid of which it is part.

END OF SECTION

Town of Medfield Public Library
Fire Alarm Replacement
Medfield, Massachusetts

BID BOND FORM

- 1.01 The "Bid Bond", the American Institute of Architects, Document No. A310, current edition, is hereby made a part of these Contract Documents. The bond is binding upon the Owner and Contractor as if written out in full in these Contract Documents.
- 1.02 The Bid Bond shall be in the amount of five percent (5%) of the total bid amount.
- 1.03 The Bid Bond shall be T-Listed; Surety Company (ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.
- 1.04 The cost of the Bid Bond shall be included in the Contract bid amount.

END OF SECTION

Town of Medfield Public Library
Fire Alarm Replacement
Medfield, Massachusetts

LABOR AND MATERIALS PAYMENT BOND FORM

- 1.01 The "Labor and Materials Payment Bond" the American Institute of Architects Document No. A-312, current edition, is hereby made a part of these Contract Documents. The bond is binding upon the Owner and Contractor as if written out in full in these Contract Documents.
- 1.02 The Payment Bond shall be in the amount of one hundred percent (50%) of the Contract Price for payments of all labor and materials required for use in the performance of this Contract.
- 1.03 The Payment Bond shall be T-Listed; Surety company(ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.
- 1.04 The cost of the Payment Bond shall be included in the Contract bid amount.

END OF SECTION



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James Jackson Roberts III** of

RICHMOND, **Virginia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

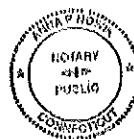
By:

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

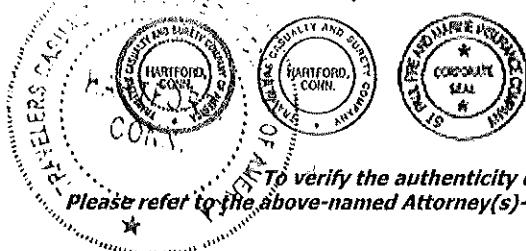
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognition, contract of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of January, 2025.


Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Town of Medfield Public Library
Fire Alarm Replacement
Medfield, Massachusetts

CERTIFICATE OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

Russell Lalonde 
Print Name
General manager
Title/Authority

Town of Medfield Public Library
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CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the N/A
(Name of Corporation)
held on _____ Directors were present or waived notice, it was voted that
(Date) _____ of this company, be and hereby is authorized to execute
(Officer and Title) contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such
execution of any contract or bond of obligation in this company's name on its behalf of such
_____ under seal of the company shall be valid and binding upon this company.
(Officer)

A TRUE COPY,

ATTEST:

Place of Business:

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is the duly elected _____
(Name of Officer) (Title)

N/A
of said company, and the above vote has not been amended or rescinded and remains in full force and effect
as of the date of this contract.

Signature: _____

Name/Title: _____

Date: _____
(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

N/A

COUNTY, SS.

DATE

Then personally appeared the above named _____ and acknowledged the
foregoing instrument to be his/her free act and deed before me.

Notary Public

My commission expires

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OSHA COMPLIANCE CERTIFICATION

Any person submitting a bid for, signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any building or public works project undertaken by a public awarding authority in Massachusetts and estimated to cost more than \$10,000 must certify on the bid or contract, under penalties of perjury, as follows:

1. That he is able to furnish labor than can work in harmony with all other elements of labor employed or to be employed at the work.
2. 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. (MGL. c. 30, Section 39S (a)) Pursuant to M.G.L. c. 30, Section 39M and M.G.L. c. 149, I certify under penalties of perjury that, to the best of my Knowledge and belief, I am in compliance with the OSHA requirements as stated above.

Company Name American Service Company, LLC d/b/a Relay Fire & Safety

Authorized Signatory

END OF SECTION

INVITATION FOR BID

MEDFIELD PUBLIC LIBRARY FIRE ALARM REPLACEMENT



**TOWN OF MEDFIELD
459 MAIN STREET
MEDFIELD, MA, 02052**

PART B

SPECIFICATIONS

DIVISION 01

SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Town of Medfield Agreement Between Owner and Contractor, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this Section of the Specifications.

1.02 SPECIFICATION ARRANGEMENT

- A. Titles to and arrangements of sections and paragraphs in these specifications are used merely for convenience and shall not be taken as a correct or complete segregation of the several categories of materials, equipment and labor, nor as an attempt to outline or define jurisdictional procedures.

1.03 INTENT

- A. The entire work provided for in these technical specifications and on the Drawings shall be constructed and finished in every respect in a good workmanlike and substantial manner. All parts necessary for the proper and complete execution of the work whether the same may have been specifically mentioned or not, or indicated in a manner corresponding with the rest of the work shall be provided as if the same were particularly described and specifically provided for herein. It is not intended that the Drawings shall show every detailed piece of material or equipment, but such parts and pieces as may be in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed. All materials and equipment shall be new, unless specifically stated otherwise in these Contract Documents.

1.04 SCOPE

- A. The work required by these specifications shall include furnishing all labor, skill, supervision, tools, construction plant, equipment and materials and performing all operations necessary for the properly completed contract work as shown on the Drawings, as mentioned in these specifications, and as evidently required, to the complete satisfaction of the Engineer.

1.05 ORDER OF AND COMPLETION OF WORK

- A. Upon the award of the contract, the Contractor shall commence work immediately, carry it on with all reasonable and proper activity and dispatch, give all notices, take out all permits and pay all charge, fees and rates therefore, and bring the work to entire completion within the period of time specified in the contract. "Entire Completion" as herein used, shall be construed as meaning the completion of all work as called for by

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Fire Alarm Replacement
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these specifications and the contract executed in accordance herewith and the date when such completion takes place will be decided by the Engineer.

1.06 PROTECTION - IN GENERAL

- A. The Contractor is to cover and protect his work and materials from all damage during the process of the work and deliver the whole in a clean perfect condition.

1.07 CONSTRUCTION RISKS

- A. The Contractor will understand that the materials, work in place and equipment, are entirely at his risk, including loss by theft or fire during the construction period, and he will be held responsible and liable for its safety.

1.08 SANITARY ACCOMMODATIONS

- A. The Contractor shall use a designated toilet within the building.

1.09 UTILITIES

- A. Water and electric power shall be available from existing sources where Contractor's use is not excessive and does not interfere with normal use of the building. Where existing utilities of the facility are not adequate or cannot be used, the Contractor is responsible for providing alternative sources, the cost of which is to be included in bid price. The use of the facility's utilities shall be coordinated through the Engineer.
- B. Temporary lighting and other utilities (except for heating the building) shall be provided by the Contractor, the cost of which is to be included in the Bid Price.
- C. The Contractor shall provide all wiring, cables, safety devices, switches, etc., necessary for the utilities used by the Contractor and remove the same upon completion.

1.10 RECORD DRAWINGS

- A. The Contractor shall maintain at the job site, at all times, a complete and separate set of black line prints of the Drawings on which he shall mark clearly, accurately, and promptly as the work progresses, any changes in the work made by change orders or other instructions issued by the Engineer. These drawings shall be used daily to record the progress of the work by coloring in the various pipes, equipment and associated appurtenances when installed. This progress shall incorporate both the above stated changes together with all other deviations from the design, whether resulting from the job conditions encountered in the field or from any other cause. Principal dimensions of all concealed work and valve numbers shall be recorded as applicable.
- B. The marked-up prints shall be used as a guide in determining the progress of work installed. The Engineer will inspect these prints periodically and if found to be inaccurate or incomplete, they shall be corrected immediately.
- C. At completion of work these marked-up prints shall be the basis of the preparation of the final record drawings. Each drawing shall be marked "RECORD AS BUILT

Town of Medfield Public Library
Fire Alarm Replacement
Medfield, Massachusetts

DRAWINGS" and dated when printed. Two complete and reproducible sets of as-built drawings must be submitted before final acceptance of the work. The cost of preparing the record drawings shall be borne by the Contractor.

1.11 OFFICE

- A. None required.

1.12 VISITATION TO SITE

- A. All bidders shall, before submitting a bid, visit the site to familiarize themselves with existing conditions. Lack of knowledge of on-site conditions shall not be cause for changes to the contract values.

1.13 DISPOSAL OF WASTE MATERIALS

- A. The Contractor shall be responsible for the removal of all waste material and equipment from the site.
- B. The Contractor shall be responsible for the removal of all hazardous materials and improperly licensed disposal sites, disposal and transportation permits.

1.14 BUILDING SECURITY

- A. The Owner will provide security for the building; however, it shall be the responsibility of the Contractor to secure all exit doors in the area where work is to be performed, coordinating same with the facilities staff or an assigned representative of the Owner. The Owner will not provide security or be responsible for the Contractor's property, fixtures, fittings, tools, equipment, etc.

1.15 ACCESS TO BUILDING

- A. The building will be opened during regular working hours. Exceptions to this clause may be made by mutual agreement between the Owner and the Contractor in the initial phase of the project. The cost of custodial overtime for work beyond the building's regular working hours will be the responsibility of the Contractor.

1.16 PUBLIC PROTECTION

- A. While the work is in progress, erect safe barricades to effectively protect persons from injury.
- B. Protect all ground areas where stationary equipment is placed and protect wall areas from hoisting or material conveyors.
- C. Power-brooming may create a dust problem in finished areas. The Contractor will be responsible for spreading drop cloths or plastic over furniture. Clean up of these areas so affected will be the responsibility of the Contractor.

Town of Medfield Public Library
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Medfield, Massachusetts

D. During the demolition and boiler rigging work, plywood barriers shall be installed at all corridors leading to the loading dock.

1.17 CUTTING AND PATCHING

A. General Requirements:

1. All of the contract documents including General and Supplementary Conditions and Division 01 General Requirements, apply to the work of this Section.

B. Work Included:

1. The intent of this Section is to describe, in general, procedures for performance of minor alterations, minor removals, and cutting and patching including:

- a. All necessary cutting, coring, drilling, grouting, and patching to fit together the several parts of the work including repairs in kind of disturbed existing surfaces.
- b. Where conflicts exist between the requirements specified herein and those of the Technical Trade Sections, those of the Trade Sections shall prevail.
- c. The Contractor shall be responsible for all his cutting, coring, drilling, grouting, fitting and patching of the work that may be required to make its several parts come together properly and fit, as shown upon, or reasonably implied by, Drawings and Specifications for completed structure, and he shall make good after them as Engineer may direct.
- d. Expense caused by defective or ill-timed work shall be borne by party responsible therefore.

C. Cutting and Patching Operations:

1. Patch and refinish to match adjacent work in quality and appearance at locations where installed work has been installed and requires reworking to accommodate other work, or has been damaged.
2. Patch and match using skilled mechanics. The quality of patched or extended work shall be not less than that specified for new work.
3. Patch or replace any portion of a finished surface which is found to be damaged, lifted, discolored, or shows other imperfections, with matching material.
 - a. Provide adequate support or substrate prior to patching the finish.
 - b. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.

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- c. When surface finish cannot be matched, refinish the entire surface to the nearest intersections.
4. Make the transition as smooth and workmanlike as possible. Patched work shall match adjacent work in texture and appearance so that the patch or transition is invisible to the naked eye at a distance of five feet.

END OF SECTION

DIVISION 01

SECTION 01 01 00

SCOPE OF WORK

PART 1 - GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Town of Medfield Agreement Between Owner and Contractor, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this Section of the Specifications.
- B. The Sections of these Specifications entitled "Special Conditions", "Minimum Wage Determination", and Division 01 "General Requirements" shall apply and are hereby made a part of this section of the Specifications.

1.02 LOCATION OF WORK

- A. The work of this Contract shall be performed at the Town of Medfield Public Library, located at 468 Main St, Medfield, MA 02052.

1.03 GENERAL SCOPE OF WORK

- A. The work to be done under this contract consists of the following:
 1. Contractor shall visit the site prior to commencement of work to coordinate work with Awarding Authority's Designated Representative.
 2. Electrical work shall include:
 - a. Complete replacement of the existing fire alarm system with new as detailed on the drawings.
 - b. Removal of existing system once new system has been fully constructed.
 - c. At no time shall the building be without a fire alarm system.
 - d. Submit a NFPA 241 temp construction plan to the AHJ and engineer for approval.
 - e. Tie in new fire alarm system to the fire department and 24 hour monitored location
 3. Contractor shall final clean the electrical rooms and the switchboard.
 4. All work shall be in strict conformance with all applicable code requirements.

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- B. The General Contractor shall be the electrical contractor, and they shall furnish and do everything, except as otherwise provided by specific notations herein or on the drawings, necessary to complete the work in accordance with the Plans and Project Manual. He shall furnish all labor, materials, supplies, tools, machinery, implements, light, power, transportation, and other facilities required, and do all work necessary for the complete execution and completion of the Contract, except that work or materials specifically stated to be done or furnished by others.
- C. All work and materials furnished and installed shall be of the best quality and workmanship, and to the satisfaction of the Engineer. There shall be no defect in the work or the operation thereof due to inferior materials or the workman like placing of any part. The work under this contract shall be performed at such times as may be necessary to facilitate the orderly progress of the work. It is the intention of these Specifications and Plans to cover all work necessary and incidental to the completion of this project, including all trades, as shown on the drawings or specified.
- D. Contractor shall do all necessary cutting and patching of structural and finish work as necessary to provide the finished results shown on the Contract Drawings and as herein specified.

1.04 PROJECT CONSTRUCTION COST ACCOUNTING

- A. A Schedule of Values for the Project shall include a complete breakdown of the costs of the various trades with further breakdown of each trade as required by the Engineer. This Schedule of Values shall be submitted to and approved by the Engineer prior to the submission by the Contractor for the first Application for Payment and shall be used for all subsequent applications.

1.05 LIST OF DRAWINGS

TS	Title Sheet
FA-001	Legend, Riser Diagram, and Details
FAD-100	Fire Alarm Demolition – All Floors
FA-100	Fire Alarm Proposed – All Floors

END OF SECTION

DIVISION 01

SECTION 01 10 00

SPECIAL CONDITIONS

PART 1 - GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Town of Medfield Agreement Between Owner and Contractor, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this Section of the Specifications.
- B. The Sections of these Specifications entitled "Special Conditions", "Minimum Wage Determination", and Division 01 "General Requirements" shall apply and are hereby made a part of this section of the Specifications.

1.02 RESPONSIBILITY AND COMPLIANCE

- A. All requirements set forth under this Section are directed to the General Contractor.
- B. Be responsible for arranging for facilities as specified herein and as required for proper and expeditious prosecution of the work. Pay costs for such general services and temporary facilities, except as otherwise specified, until final acceptance of the work, and remove same at completion of work.
- C. Comply with applicable OSHA, state, and municipal regulations and requirements for services and facilities required under this section, and in performance of all requirements of this Contract.

1.03 COORDINATION OF THE WORK

- A. The Contractor shall coordinate all work with all adjacent work and shall cooperate with all other trades so as to facilitate general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their respective work and for the storage of their materials and equipment. The Contractor shall be responsible for coordination.
- B. The Contractor shall assume responsibility for the correctness and adequacy of his work. The Contractor shall be responsible for and pay for all damages done by his work or his workmen.
- C. The Contractor shall cooperate with, and provide access and working area to other Owner's contractors for the performance of specific work assigned to them.

1.04 PROJECT MEETINGS

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A. The Contractor will be required to meet with the Owner, Engineer and the Owner's representatives, at the site of the work, at regular intervals during the course of the contract for purposes of progress review, coordination of shop schedules, sample submittals, and any other items of work requiring such coordination.

1.05 FACILITY IN USE

A. The facility will be in use by the Owner for the duration of the contract. The Contractor shall coordinate all deliveries, work, and shipments so as the routine operation of the facility shall suffer the least disruption for the shortest time, as well as extend full cooperation to the Owner in all matters involving the use of facilities. At no time shall the Contractor cause or allow to be caused conditions which may cause risk or hazard to occupants of the building outside the work area or conditions that might impair safe use of the facility.

B. The Contractor shall prearrange with the Owner as to when services can be shut down and the length of shutdown periods.

C. The use of the facility's electricity, water, or like utilities by the Contractor shall be thoroughly coordinated with the Owner.

D. The library opens each day at 10:00. However, access to the library will be allowed at either 7:00AM Monday through Friday as coordinated with the owner.

1.06 CONTINUOUS WORK

A. The Contractor, without regard to contract time allowed, shall carry out work on a continuous basis, unless work is ahead of schedule and written notice is given to Owner at least 24 hours before planned interruption. Owner reserves the right to assess penalties for failure to perform in said fashion that stem from direct costs to the Owner associated with this project, such as consultants' fees, and to charge these against monies due the Contractor for performing the work under this contract.

1.07 EXISTING BUILDING CONDITIONS

A. Before ordering any materials or doing any work, verify all measurements and existing building conditions and be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the Drawings; any difference which may be found shall be submitted to the Engineer in writing for consideration before proceeding with the work.

1.08 PROTECTION OF EXISTING CONDITIONS

A. Take all proper precautions to protect the Owner and adjoining property from injury and unnecessary interference; and replace or put in good condition any existing items which are damaged or injured in carrying out the work, unless designated to permanently be removed or demolished.

B. Keep all access drives and walks clear of debris during building operations. Repair streets, drives, curbs, sidewalks, poles, and the like, where disturbed by building operation and leave them in as good condition after completion of the work as before operations started.

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1.09 NOTIFICATION, PERMITS

- A. It is the specific responsibility of the Contractor and Subcontractors to make, in proper and timely fashion, all necessary notifications to relevant federal, state, and local governing bodies and to obtain and comply with the provisions of all permits or applications required by the work specified, as well as to make all required submittals required under those auspices. The Contractor shall indemnify the Owner from, and pay for all claims resulting from failure to adhere to these premises.
- B. Care of Work
 1. The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the OWNER to the CONTRACTOR.
 2. The CONTRACTOR shall safely secure the worksite, to include materials and equipment, every day, including Saturdays, Sundays and holidays. The site shall be secured and protected in such a manner that is acceptable to the OWNER.
 3. The CONTRACTOR shall avoid damaging, the structure or any other property, public or private, (except that which is to be replaced or removed) either on or adjacent to the site. He shall repair, at his own expense and in a manner satisfactory to the OWNER, or adjacent property owner, any damage thereto caused by his operations.
 4. The CONTRACTOR shall shore, brace, underpin, secure, and protect as may be necessary all parts of structures on the project site, or which are adjacent to or in the vicinity of the site, and which may be in any way affected by his operations. Proper barriers shall protect and secure the building. The CONTRACTOR shall indemnify and save harmless the OWNER from liability for any injury or damage to said structures and their premises or to persons due to his operations.
 5. Throughout the progress of work, do not interfere with use of or access to adjacent buildings or property.
 6. Maintain accessibility from street at all times to any fire hydrants within construction area.
 7. Provide for safe pedestrian travel adjacent to buildings or property.
 8. In an emergency affecting health or safety the CONTRACTOR shall take immediate measures to minimize or reduce the hazard, contact local public safety officials, OSHA (when appropriate) and the OWNER.

1.10 TESTS AND INSPECTION

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- A. Make, or have made, such tests and inspections on workmanship and materials as may be required by the building code, state or municipal laws, or as called for under the various sections of this Specification.
- B. Bear all expense to such tests and inspections, unless otherwise specified under the various sections of the Specifications and furnish all labor, tools, instruments, water, temporary power and light, construction, and equipment necessary for these tests and inspection. Furnish records of all tests and inspections to the Engineer. Remove all temporary work, materials, and equipment upon completion of tests and inspections.
- C. Where, the various sections of the Specifications, inspections and testing of materials, processes, and the like is called for, the selection of bureaus, laboratories, and/or agencies for such inspection and testing shall be subject to the approval of the Engineer.
- D. Should any material or work be found, after testing or inspections, to be defective or inferior, remove and replace such material and/or work with new sound materials and/or work as approved by the Engineer, and bear all costs thereof.

1.11 FIRE PROTECTION AND PREVENTION

- A. Comply with the following minimum requirements for fire prevention:
 - 1. Provide sufficient quantity of carbon dioxide fire extinguishers in all areas of work.
 - 2. Do not permit an accumulation of inflammable rubbish to stay in the building overnight.
 - 3. Store no more than one gallon, in an approved safety can or sealed container, of any volatile inflammable liquid in any portion of the building.
 - 4. Keep all used paint rags in a can with sufficient water to cover.
 - 5. Make arrangements for periodic inspection by local fire protection authorities and insurance underwriters' inspections. Cooperate with said authorities to facilitate proper inspection of the premises. Comply with all applicable laws and ordinances and with the Owner's fire prevention requirements.
 - 6. Ensure that tarpaulins that may be used during construction of work are made of material which is resistant to fire, water, and weather, are U.L. approved, and comply with FS-CCC-D-746.

1.12 ACCIDENT PREVENTION

- A. Comply with all federal, state and municipal recommendations and requirements for safety, and accident prevention, and those of the Associated General Contractors of America, and the American Standards Association Standard A10.2. Ensure that the field superintendent conducts regular, frequent inspections of the site for compliance with safety regulations.

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B. Neither the Owner nor the Engineer shall be responsible for providing a safe working place for the Contractor, contractors, or their employees, or any individual responsible to them for the work.

1.13 WELDING AND CUTTING

A. Where electric or gas welding or cutting work is done above or within ten (10) feet of combustible material or above space that may be occupied by persons, use interposed shields of incombustible material to protect against fire damage or injury due to sparks and hot metal.

B. Place tank supplying gases for gas welding or cutting at no greater distance from the work than is necessary for safety, securely fastened and maintained in an upright position where practicable. Such tanks, when stored for use, shall be remote from any combustible material and free from exposure to the rays of the sun or high temperatures.

C. Maintain suitable fire extinguishing equipment near all welding and cutting operations. When operations cease for the noon hour or at the end of the day, thoroughly wet down the surroundings adjacent to welding and cutting operations.

D. Station a workman equipped with suitable fire extinguishing equipment near welding and cutting operations to see that sparks do not lodge in floor cracks or pass through floor or wall openings or lodge in any combustible material. Keep the workman at the source of work which offers special hazards for thirty (30) minutes after the job is completed to make sure that smoldering fires have not been started.

E. Place a qualified electrician in charge of installing and repairing electric or arc welding equipment.

F. All welding and cuttings shall be performed by certified welders.

G. Contractor shall be responsible for all costs associated with fire details required by the Local Fire Department during welding and cutting operations.

1.14 OVERLOADING

A. Do not permit materials and fabricated work to be stacked on, or be transported over, floor and roof construction that would stress any of said construction beyond the designed live loads. Any materials placed on the roof shall be placed on pads to prevent roof membrane damage, as well as distribute weight to avoid insulation compression.

1.15 STORAGE

A. Limited storage space will be provided by the Owner inside the facility. Storage areas outside of the building will be coordinated with the Owner. Contractor will supply any additional temporary storage as needed. All materials and equipment are to be kept in orderly fashion in designated areas, free and clear of halls and doorways, and in conformance with all regulations, codes, and in consideration of building usage. Contractor shall leave waste dumpster in specified location at specified times, and shall secure it at all times.

1.16 RUBBISH REMOVAL

- A. Ensure that each workman engaged upon the work bears his full responsibility for cleaning up during and immediately upon completion of his work, and removes all rubbish, waste, tools, equipment, and appurtenances caused by and used in the execution of his work, but this shall in no way be construed to relieve the Contractor of his primary responsibility for maintaining the building and site clean and free of debris, leaving all work in a clean and proper condition satisfactory to the Engineer and/or Owner.
- B. Do not permit rubbish to be thrown from the windows or roof of the building.
- C. Immediately after unpacking, all packing materials, case lumber, excelsior, wrapping or other rubbish, flammable or otherwise, shall be collected and removed from the building and premises.

1.17 BLASTING

- A. No blasting will be permitted.

1.18 WORK AREAS, STORAGE, ACCESS, AND PARKING

- A. The Contractor's work areas shall be as designated on the Drawings, and shall be strictly adhered to. Access to the existing building shall be kept free of all obstructions at all times. Assume full responsibility for trespass on and/or damage to other property by a person employed on the project. Exterior doors may not be propped open to enable unimpeded entry by unauthorized personnel. Contractors shall use the buzzer to gain entry into the locked building.
- B. Storage trailer shall be provided by the Contractor for storage of materials on site. Trailer location shall be coordinated with Owner. Storage of materials beyond the designated area will not be permitted. Prior to the start of the school year, the storage trailer shall be removed and any remaining materials shall be reduced and stored in a designated area within the building.
- C. Vehicular access to the site, and parking for employees' vehicles shall be restricted only to the specific areas designated by the Owner.

1.19 TEMPORARY SCAFFOLDING AND CONVEYANCES

- A. Furnish, install, maintain, remove and pay for all temporary staging and planking, ladders, hoisting (including operator), rigging, and safety devices for all trades.
- B. Staging shall be approved design, erected and removed by experienced stage builders and shall have all accident prevention devices required by state and local laws. Staging can be an attractive nuisance. At the end of each workday, lock and secure the exterior staging to prevent unauthorized use by others.
- C. Permit no materials to be passed through the finished openings of exterior walls, without first providing protection to the opening thereof of a type as approved by the Engineer. Be

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responsible, and bear all costs, for repairs and/or replacement of damaged work caused thereby.

1.20 TEMPORARY PROTECTION

- A. Furnish, erect, and maintain for the duration of the work period, temporary fire-retardant, dustproof coverings as required to prevent the spread of dust beyond the immediate area where work is being performed.

1.21 COPYRIGHTS AND PATENTS

- A. The Contractor is responsible to pay all licensing fees, royalties, and other costs necessary for the use of any copyrighted or patented product, design, invention or process in the performance of the job specified in these Contract Specifications. The Contractor shall be solely responsible for costs, damages, or losses resulting from any infringement of these patent rights or copyrights. The Contractor shall hold the Owner and the Owner's Representative harmless from any costs, damages, and losses resulting from any infringement of these patent rights or copyrights. If the Contract Specifications request the use of any product, design, invention, or process that requires a licensing fee or royalty fee for use in the performance of the job, the Contractor shall be responsible for the fee or royalty fee and shall disclose the existence of such rights.

1.22 ADVERTISING MATTER

- A. Signs or advertisements will not be allowed on building enclosure or premises, unless written approval has been obtained from the Owner.
- B. Advertising matter shall not appear on equipment, unless so specified. However, nameplates of a nominal size and inconspicuous nature will be permitted.

1.23 MUNICIPAL POLICE AND FIRE DEPARTMENT SERVICES

- A. Make all necessary arrangements with the municipal police and fire departments in advance of times when regular off-duty, or reserve police officers or firemen will be needed for traffic control protection or fire watch, due to the operations performed under this Contract. Pay police officers and firemen at the prevailing wage rates in the municipality for such services. Extend the Workingmen's Compensation Insurance and Employer's Liability Insurance, required under the General Contract to cover police and firemen used on the project.

1.24 UTILITIES

- A. Water, electric power, lighting and other utilities, toilets, and other facilities, shall be provided by the Owner from existing sources where Contractor's use is not excessive and does not interfere with buildings normal use. Where existing utilities of the facility are not adequate or cannot be used, the Contractor is responsible for providing alternative sources, the cost of which is to be included in bid price. The use of the Facility's utilities shall be coordinated through the Owner.
- B. Removal of Debris, Cleaning, Etc.

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1. All rubbish shall be removed from the building daily and legally disposed of offsite by the CONTRACTOR, who shall keep the Project Area and public rights-of-way reasonably clear at all times. The CONTRACTOR will be permitted to locate a dumpster on site, with prior approval of the owner.
2. Upon completion of the work, the CONTRACTOR shall remove all temporary construction, equipment, trash and debris of all kinds leaving the entire Project Area in a neat and orderly condition. Disposal of demolition and site debris shall be at a certified facility that accepts construction debris. The name and location of disposal facilities shall be provided to the Project Engineer prior to the issuance of a Demolition permit.

C. Notices

1. The CONTRACTOR shall notify the OWNER and the occupant forty-eight (48) hours before the start of construction operations.

D. Final Inspection

1. When the work is substantially complete, the CONTRACTOR shall notify the OWNER or its representative, in writing, that the work will be ready for final inspection on a definite date, which shall be stated in such notice. The notice shall bear the signed concurrence of the OWNER and shall be given at a reasonable time prior to the date stated for final Inspection.
2. If the OWNER determines that the work is completed as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.

E. Liquidated Damages

1. The work shall be completed on or before said dates. In case the work embraced in this contract shall not have been completed due to the failure of the Contractor to complete the work or any part of the work within the time specified, the Owner shall recover as liquidated damages \$500.00 per day for every day beyond the contract completion dates.
2. Owner and Contractor recognize that Owner will suffer financial loss if the work is not completed on schedule, thus, such liquidated damages for delay reflect an agreed upon approximation of loss suffered by Owner because of such delay and do not constitute a penalty.

F. Site Work

1. Prior to the start of any demolition work, the CONTRACTOR shall obtain all permits and give all notifications as required by the specifications and terms and conditions of the contract.
2. The CONTRACTOR shall meet with the OWNER, or his representative, for the proper interpretation of these specifications.

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G. Guarantee

1. All materials and workmanship shall be guaranteed by the contractor and each product manufacturer for a period of one (1) year from the date of final completion and acceptance by the owner.

1.25 USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE OWNER

- A. Prior to the date of completion as stipulated in the Contract, or authorized extension thereof, the Contractor agrees to permit selected use and occupancy of the building(s) or any portion thereof before final acceptance by the Owner. The building will be occupied, for normal function thereof, during the stipulated construction period.
- B. If the project has not been completed and accepted by the Owner, by the date of completion, the Owner at his election may from time to time occupy the building(s) or any portion of any building as the work in connection therewith is completed to such a degree as will, in the opinion of the Owner, permit the use of the building(s) or other portions of the project for the purpose for which they are intended. If work within the building, with the exception of the boiler room, is not completed and accepted prior to the completion date stated in the contract, the owner reserves the right to impose liquidated damages.
- C. The Owner will, prior to any such partial occupancy, give notice to the Contractor thereof and such occupancy shall be predicated upon the following items:
 1. In the case of partial occupancy prior to the stipulated completed date, the Owner shall secure endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
 2. In the case of partial occupancy after the stipulated completion date, the Contractor shall extend all the necessary insurance coverage as stipulated until the date of final acceptance of the project is issued by the Owner. It is further noted that the use and occupancy prior to the formal acceptance does not relieve the Contractor of his responsibility to maintain the insurance coverage as required under the supplementary conditions.
 3. The one-year guarantee period called for in the contract documents shall not commence until the date of Substantial Completion of all work under the Contract, as determined by the Engineer.
 4. The occupancy of the building or any portion thereof by the Owner shall not constitute an acceptance of work not performed in accordance with the contract documents or relieve the Contractor of liabilities, to perform any work required by the Contract, but not completed at the time of occupancy.
 5. The Contractor shall be relieved of all maintenance costs on the portion of the building occupied under this agreement.
 6. The Contractor will not be held responsible for wear and tear or damage resulting solely from temporary occupancy.

1.26 GLASS BREAKAGE

A. The contractor shall be responsible for all breakage of glass as a direct or indirect result of his work or actions of his workmen, from the time the construction operations commence until the project is complete. Replace all broken glass and deliver the building with all glazing intact and clean.

1.27 DAMAGE TO EXISTING SURFACES

A. The Contractor shall be fully responsible for any damage to existing surfaces caused by the operations of this Contract, and shall correct all such damage to the Owner's satisfaction, at no additional cost to the Contract. The Owner reserves the right to withhold payment for reasonable damage charges in the event that the Contractor is unresponsive, in a timely manner, to repair requests.

1.28 FINAL CLEANING

A. Before the final inspection, thoroughly clean the entire exterior and interior areas of the building where construction work has been performed, the immediate surrounding areas, and corridors, stairs, halls, storage areas, temporary offices and toilets, including the following:

1. Remove all construction facilities, debris, and rubbish from the Owner's property and legally dispose of same beyond the site limits.
2. Sweep, dust, wash, and polish all finished surfaces. This includes cleaning of the work of all finished trades where needed, whether or not cleaning for such trades is included in their respective sections.
3. Leave pipe and duct spaces, chases, and furred spaces thoroughly clean.
4. Wash and polish all new glass on both sides, such work being performed by a window cleaning contractor specializing in such work.
5. Clean all new and altered ceilings, wall surfaces, floors, window and door frames, hardware, metal work, glass, glazing, enameled metals, and the like.

END OF SECTION

DIVISION 01

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Use of site.
- B. Access to Site.
- C. Coordination with occupants.
- D. Worker conduct, appearance and Work Rules.

1.02 USE OF SITE

- A. Use of, and access to, site will be Subject to special requirements of the Owner, as directed.
 - 1. Prior to beginning the Work of this Contract, the Contractor shall meet with the Owner's Project Manager, and the Engineer to determine procedures regarding access and use of the site, locations and access to staging and storage areas, tree protection, temporary barriers and fencing, and any special site conditions or restrictions regarding the use of the site areas surrounding the construction.
 - 2. Hours of construction, must be verified with the Owner's Project Manager. Provisions for working hours other than those originally agreed upon, must be arranged with the Owner and confirmed 48 hours before the phase of Work requiring special work hours begins.
 - 3. All work shall be conducted between the hours of 6:00 A.M. to 2:00 P.M. Monday through Friday, exclusive of holidays.
 - 4. Interior work involving cutting, drilling, hammering or other dust and noise generating procedures must be verified with the Owner.
 - 5. Use of Owner's receiving/shipping areas and loading dock: Contractor is responsible to deliver and receive all materials and equipment. Contractor is not permitted to have supplies or equipment shipped directly to them in care of the Owner.
 - 6. The Owner will supply storage facilities for equipment and furnishings scheduled for salvage and reuse, except equipment scheduled for refinishing or repair.

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7. Security: Owner access must be permitted at all times in all construction areas, for purposes of security.
- B. The Contractor and their personnel are not permitted to use any of the building's facilities or be present, unless by specific invitation, in any areas of the building which are under control of, or occupied by the Owner.
- C. Confine operations to areas within Contract limits indicated on the Drawings. Portions of the site and building beyond areas in which construction operations are indicated are not to be disturbed.
 1. Use of on-site areas for storage of materials must be prearranged with Owner. Schedule deliveries to minimize requirements for storage of materials.

1.03 ACCESS TO SITE

- A. The Owner intends to occupy parking areas and access roads during construction. Notify the Owner of work which will affect the use of these areas; coordinate work schedule with Owner. The Contractor shall consult with the Owner on the best ways to provide access and on changes to access areas as the work progresses.
- B. Keep all public roads and walks, and access drive to facility clear of debris caused by this Work during building operations.

1.04 COORDINATION WITH OCCUPANTS

- A. General: Perform all work in such a manner as to prevent interference with the Owner's functions of the buildings, nor endanger the health, safety and well-being of the facility, staff and building's occupants.
 1. Take all measures to ensure the safety of staff and the general public. The Contractor must take every reasonable precaution and employ all necessary measures including extra cleaning, special supervisory personnel, and additional temporary barriers and signage to facilitate the clean, quiet, safe, and continual operation of the facility.
 2. The work will be done in an occupied building, on an active site, that is accessible to the public. It is imperative that the Contractor, its subcontractors and all their personnel treat the building occupants with consideration and respect. No unnecessary noise or disruption of the academic or social activities of the building will be permitted.
- B. Interruption of services: Any major work entailing disruption to heating, lighting, life safety system utility connections or other similar major disruption to building functioning must be coordinated with the Owner, and temporary services, safety precautions, or connections provided. Do not shut down any service without approval of the Owner's Project Manager.

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1. Provide both Owner's Project Manager and Engineer with 48-hour notification for any disruption of service; provide notification for connecting, disconnecting, turning on or turning off any service which may affect Owner's operations.
2. Provide 48-hour notice to local fire department of disruptions in electrical services, fire alarm services and emergency power services.
3. Any action either planned or unplanned, by the Contractor which impairs the operation of anyone or the activation of the fire alarm detection and or suppression system shall cause notification of the appropriate party. In case of unplanned, accidental, impairment, the Contractor will immediately notify the Owner's Project Manager. The Contractor should be prepared to provide assistance as required to correct the problem.

1.05 WORKER CONDUCT, APPEARANCE AND WORK RULES

- A. The conduct and appearance of each worker at the job site is of paramount importance. The Owner's Project Manager, acting in behalf of the Owner, reserves the right to require any worker to be banished from the Site.
- B. Privacy: Conduct all work of the Contract with the maximum effort to maintain the privacy of the Owner's operations and staff. Do not permit the workers to peer into other areas of the building visible from the work area. Invasion of privacy is a major infraction of the work rules.
- C. General Conduct and Demeanor: All construction workers shall treat all other workers, Owner's staff and the public with respect and courtesy.
- D. Physical Appearance: Require each worker to dress appropriately in a clean, neat, and professional manner. Workers may not be "shirtless" at anytime.
- E. Radios and Television: The use of entertainment devices, including personal devices with headphones or earphones is strictly prohibited at all times. Control the volume of communication radios and loudspeakers to avoid creating a nuisance.
- F. Smoking: Smoking is strictly prohibited on building property.
- G. Language: Foul and rude language is strictly prohibited.
- H. Physical Actions: Running, horseplay, fighting, and other unprofessional conduct is prohibited. Fighting is a major infraction of the work rules.
- I. Stealing: Stealing of any materials, objects, furnishings, equipment, fixtures, supplies, clothing, or other items will not be tolerated and is a major infraction of the work rules.
- J. Sexual Harassment: All forms of physical and verbal sexual harassment will not be tolerated and is a major infraction of the work rules. Sexual harassment includes, without limitation: touching, whistling, sexually explicit stories, jokes, drawings, photos and similar representations, exhibitionism and all other sexually oriented offensive behavior.

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- K. Employees of the contractor, vendors, and any and all workers shall wear identification badges at all times during work on the site. Badges shall be issued by the Electrical Contractor.
- L. Warnings and Dismissal:
 - 1. For minor infractions of the rules, the Owner's Project Manager may issue a warning. Only one warning will be allowed per worker. A second infraction will result in immediate dismissal of the worker from the Site.
 - 2. For major infractions of the rules, the worker shall be dismissed immediately without warning and is subject to possible criminal prosecution.
- M. Notification of Workers: Clearly notify and educate each worker about these Work Rules and the requirements for worker conduct and appearance.
 - 1. Recommendation: The Owner's Project Manager recommends that the Contractor notify each worker of the work rules in writing and obtain a signed acknowledgment of the worker's understanding of the work rules as a condition of employment on this project.

END OF SECTION

DIVISION 01

SECTION 01 31 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The Contractor, as a minimum, shall fulfill the Contract Schedule specified hereinafter.
- B. Provide all necessary manpower, overtime work, materials and equipment, permits, etc., to complete the contract schedule.
- C. The building will be available to the Contractor from 6:00 A.M. to 2:00 P.M. If, in the opinion of the Owner's Project Manager, the Contractor is disruptive to the work or safety of the occupants, the Contractor shall perform all work after hours at no additional cost to the Owner.
- D. All cutting in occupied areas shall be performed during non-occupied periods.
- E. A legal means of egress shall be maintained during construction at all times.
- F. During fire alarm drills, the Contractor shall immediately clear the area of work and provide complete safe access through the work area. Review this procedure with the Local Building Department and Fire Department.

1.02 SPECIAL PROJECT REQUIREMENTS

- A. Existing Equipment to be Removed:
 - 1. The Owner's Project Manager shall designate equipment, materials, etc. indicated to be removed which shall remain the property of Owner. Items to be turned over to Owner shall be carefully removed from service and transported by the Contractor to a place designated by Owner's Project Manager.
- B. Custodial Costs:
 - 1. If the Owner requires that a member of facilities staff be present during the course of any construction work within the building, the Contractor would be responsible for additional custodial costs for periods not covered during the normal custodial hours (after hours, holidays, weekends) as defined by the Owner's Project Manager. The cost of custodial after-hours work is \$50.00/hr.
- C. Cleaning:

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1. Prior to the commencement of work within the building, the contractor shall carefully relocate stored items within a storage room designated by Owner's Project Manager within the building. Contractor shall pay for the replacement of any items damaged during the course of the relocation work.
2. Contractor shall thoroughly clean, store materials and equipment and test the equipment of each work area to ensure that normal operations are not compromised.

D. Fire Watches:

1. Contractor shall coordinate and pay all associated costs of fire watches required by the Local Fire Department.

1.03 CONTRACT AND PHASING SCHEDULE

A. Time for Completion

1. The time limits stated in the contract documents are of the essence of the contract.
2. The contractor shall be allowed to work in designated areas only, designated by Owner's Project Manager, during the day, 6:00 A.M. to 2:00 P.M.
3. Work shall be commenced on or about February 11, 2025.
4. Work shall be substantially complete by May 15, 2025.
5. Work under this contract shall be complete no later than June 1, 2025.
6. No work shall be done on holidays, Saturdays, or Sundays, other than for emergencies, unless written approval is granted by the Owner's Representative.

END OF SECTION

DIVISION 01

SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Town of Medfield Agreement Between Owner and Contractor, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this Section of the Specifications.
- B. The Sections of these Specifications entitled "Special Conditions", "Minimum Wage Determination", and Division 01 "General Requirements" shall apply and are hereby made a part of this section of the Specifications.

1.02 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Samples:
 - 1. Samples of sufficient size and quantity shall clearly illustrate:
 - a. Functional characteristics of product or material, with integrally related parts and attachment devices.
 - b. Full range or color samples.
- B. Electrical Contractor's Responsibilities:
 - 1. Coordinate each submittal with requirements of contract documents.
 - 2. The Electrical Contractor's responsibility for errors and omissions in submittals is not relieved by the Engineer's review and approval of submittals.
 - 3. Notify the Engineer in writing at time of submission, of deviations in submittals from requirements of contract documents or previous submissions.
 - 4. Work that requires submittals shall not commence unless submittals with Engineer's stamp and initials or signature indicating review and approval.
 - 5. After Engineer's review and approval, distribute copies.
- C. Submission Requirements:
 - 1. Make submittals promptly in accordance with approved schedules, and in such sequence as to cause no delay in the work.

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2. Submit number of samples specified in each Section of the Specification.
3. Forward submittals with transmittal letter, in duplicate.
4. Submittals shall include:
 - a. Date and revision dates
 - b. Project title and number
 - c. The names of:
 - 1) Engineer
 - 2) Electrical Contractor
 - 3) Supplier
 - 4) Manufacturer
 - 5) Separate detailer when pertinent
 - d. Identification of product or material
 - e. Relation to adjacent structure or materials
 - f. Field dimensions, clearly identified as such
 - g. Specification section number
 - h. Applicable standards, such as ASTM number
 - i. A blank space, five-inch by four-inch, for designer's stamp
 - j. Identification of deviations from contract documents
 - k. Electrical Contractor's stamp, initialed or signed certifying review and approval of submittal.

D. Re-submission Requirements:

1. Product Data and Samples: Submit new data and samples as required from previous submittals.

E. Distribution of Submittals After Review and Approval:

1. Distribute copies of shop drawings and product data that display the Engineer's stamp to appropriate Contractors.
2. Distribute one approved copy of shop drawings and product data to the project manager.

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3. Distribute samples as directed by the Engineer.

END OF SECTION

DIVISION 01

SECTION 01 40 00

UNIT PRICES

PART 1 - GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Town of Medfield Agreement Between Owner and Contractor, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this Section of the Specifications.
- B. The sections of these specifications entitled "Special Conditions", "Minimum Wage Determination", and Division 01, "General Requirements" shall apply and are hereby made a part of this section of the Specifications.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.

1.03 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.04 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
 1. Unit price amounts are net changes in the Contract Sum for additional work and include the Contractor's and any Subcontractor's amount for overhead and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

1.05 UNIT PRICE SCHEDULE

No.	Description of Work	Unit	ADD Price
1	(1) audio/visual ceiling mounted device	EA	
2	(1) audio/visual wall/surface mounted device	EA	
3	(1) wall mounted pull station	EA	
4	(1) ceiling mounted smoke/heat detector	EA	
5	Install 50'-0" of fire alarm cable mounted above accessible ceiling	LF	

END OF SECTION

DIVISION 01

SECTION 01 40 20

ALTERNATES

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The Town of Medfield Agreement Between Owner and Contractor, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this Section of the Specifications.
- B. The sections of these specifications entitled "Special Conditions", "Minimum Wage Determination", and Division 01, "General Requirements" shall apply and are hereby made a part of this section of the Specifications.
- C. Each General Bidder shall be held fully responsible for examining the scope of the alternate generally defined herein and for recognizing any modifications to his work caused by any Alternate, whether or not his particular trade section is mentioned therein.
- D. General Bidders shall enter a single amount in the appropriate space provided in the Form for General Bid which total amount shall consist of the amount for all work to be performed.
- E. The work to be performed under Alternates shall be in strict accordance with the requirements of the Specifications.

1.02 ALTERNATE NO. 1 – Deduct alternate

- A. Electrical – surface mount conduit will be allowed

1.03 ALTERNATE NO. 2 – Add alternate

- A. Half of all job hours shall be calculated at "off hours" rates (nights and or weekends).

END OF SECTION

DIVISION 01

SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Town of Medfield Agreement Between Owner and Contractor, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this Section of the Specifications.
- B. The Sections of these Specifications entitled "Special Conditions", "Minimum Wage Determination", and Division 01 "General Requirements" shall apply and are hereby made a part of this section of the Specifications.

1.02 REQUIREMENTS

- A. Hoisting Equipment and Machinery
- B. Staging
- C. Maintain Access
- D. Dust Control
- E. Noise Control
- F. Cleaning and Protection During Construction
- G. Toilet Facilities
- H. Use of Site

1.03 TEMPORARY POWER

- A. The Electrical Contractor shall utilize existing 120-volt receptacles and panelboards for any power requirements.
- B. The Owner shall pay for the cost of electric energy consumed by himself.
- C. The Electrical Contractor shall furnish all extension cords, sockets, motors and accessories required for their work.

1.04 HOISTING EQUIPMENT AND MACHINERY

- A. All hoisting equipment and machinery required for the proper and expeditious prosecution and progress of the work shall be furnished, installed, operated and

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maintained in safe condition by the General Contractor. All costs for hoisting operating services shall be borne by the General Contractor.

1.05 STAGING

- A. All staging required to be over eight feet in height, shall be furnished and erected by the general contractor and maintained in safe condition by him.

1.06 MAINTAIN ACCESS

- A. The Electrical Contractor shall maintain all entrances and exits from the building for the duration of the contract as well as access to and around the building for vehicular traffic and authorized personnel.
- B. All materials resulting from demolition and removal operations shall be transported to the ground into dumpster bodies.

1.07 DUST CONTROL

- A. The Electrical Contractor shall provide adequate means for the purpose of preventing dust caused by construction operations throughout the period of the construction contract.
- B. The committing of nuisances and creating dust on the land and adjacent property shall be rigorously prohibited and adequate steps taken to prevent it.
- C. This provision does not supersede any specific requirements for methods of construction or applicable general conditions set forth in the Contract Articles with added regard to performance obligations of the general contractor.

1.08 NOISE CONTROL

- A. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
 - 1. Equip air compressors with silencers, and power equipment with mufflers.
 - 2. Manage vehicular traffic and scheduling to reduce noise.

1.09 CLEANING AND PROTECTION DURING CONSTRUCTION

- A. Unless otherwise specified under the various trade sections of the specifications, the Electrical Contractor shall perform clean-up operations during construction as herein specified. Location of any dumpsters, storage trailers, or equipment left overnight shall be closely coordinated with and approved by the Owner.
- B. Control accumulation of waste materials and rubbish; periodically dispose of off-site. The General Contractor shall bear all costs, including fees resulting from such disposal.

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- C. Maintain project in accordance with all local, Commonwealth of Massachusetts and Federal Regulatory Requirements.
- D. Store volatile wastes in covered metal containers, and remove from premises.
- E. Prevent accumulation of wastes which create hazardous conditions.
- F. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
- G. All areas of the grounds, walks, bushes, etc., shall be restored to their original condition prior to construction and any damage caused by workmen, staging, chemicals, etc., shall be repaired by contractor at no cost to the Owner.

1.10 TOILET FACILITIES

- A. The Contractor shall be allowed to use the existing toilet facilities in the building. However, if the Owner determines that the Contractor is not maintaining the facilities, then the use of the toilets can be revoked and the cost for temporary facilities shall be paid for by the Contractor.

1.11 USE OF SITE

- A. New construction and alterations work shall be scheduled and performed in a workmanlike manner. Light, ventilation, power, vehicle access and legal egress shall be maintained in the building at all times.
- B. The work schedule shall be conducted between the hours of 6:00A.M. to 5:00 P.M. Monday through Friday, exclusive of holidays.
- C. Use only those areas so designated for construction and personnel parking, storage needs, etc.
- D. Arrange and maintain materials in orderly manner with use of walks, drives, roads, and entrances unencumbered.

END OF SECTION

DIVISION 01

SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Town of Medfield Agreement Between Owner and Contractor, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this Section of the Specifications.
- B. The Sections of these Specifications entitled "Special Conditions", "Minimum Wage Determination", and Division 01 "General Requirements" shall apply and are hereby made a part of this section of the Specifications.

PART 2 - PRODUCTS

2.01 PRODUCTS

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

2.02 MANUFACTURING INSTRUCTIONS

- A. When work is specified to comply with manufacturer's instructions, submit copies as specified in Section 01 33 00 - Submittals, and distribute copies to persons involved, and maintain one set in field office.
- B. Perform work in accordance with details of instructions and specified requirements.

2.03 TRANSPORTATION AND HANDLING

- A. Refer to Contract and General Conditions and Specifications sections for requirements pertaining to transportation and handling of materials and equipment.
- B. Transport products by method to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- C. Provide equipment and personnel to handle products by methods to prevent soiling or damage.

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- D. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct, and products are undamaged.

2.04 STORAGE AND PROTECTION

- A. Refer to Contract and General Conditions and Specification section for requirement pertaining to transportation and storage and protection of materials and equipment.
- B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure that products are undamaged, and are maintained under required conditions.
- E. No extended storage of materials will be permitted on site. Delivery of materials shall be scheduled in a manner that will limit "on site time" to 30 days or less before installation.

END OF SECTION

DIVISION 01

SECTION 01 70 00

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Town of Medfield Agreement Between Owner and Contractor, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this Section of the Specifications.
- B. The Sections of these Specifications entitled "Special Conditions", "Minimum Wage Determination", and Division 01 "General Requirements" shall apply and are hereby made a part of this section of the Specifications.

1.02 FINAL CLEANING

- A. Unless otherwise specified under the various sections of the specifications, the Electrical Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- B. Maintain project site free from accumulations of waste, debris, and rubbish, caused by operations. At completion of work, remove water, materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.
- C. Cleaning shall include all surfaces, interior and exterior in which the Electrical Contractor has performed work and has used as access to areas where work was performed whether existing or new.
- D. Refer to sections of the specifications for cleaning of specific products or work.
- E. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
- F. Use only those cleaning materials and methods that are recommended by the manufacturer or surface material to be cleaned.
- G. Employ experienced workmen, or professional cleaners, for final cleaning operations.
- H. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- I. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.

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J. Prior to final completion, the Electrical Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.

1.03 GLASS

- A. The Electrical Contractor shall survey the worksite prior to the start of construction and identify all existing broken or cracked glass. All glass broken during performance of the work of this contract shall be replaced at the expense of the General Contractor.
- B. Prior to final completion, or User Agency Use and Occupancy, the Electrical Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.

1.04 RECORD DRAWINGS

- A. Record drawings shall consist of all the contract drawings.
- B. The Electrical Contractor shall be required to maintain one set of record drawings, as the work relates to their sections of the specifications at the site.
- C. The record drawings shall be stored and maintained in the field apart from other documents used for construction. The record drawings shall be maintained in a clean, dry and legible condition and shall not be used for construction purposes.
- D. Record drawings, as submitted by the Electrical Contractor, shall be verified in the field by the Engineer. Verification by the Engineer shall occur during the construction process and prior to the related work being completed and covered up.
- E. The record drawing shall be available at all time for inspection by the Engineers. All deficiencies noted shall be promptly corrected.
- F. The following information shall be indicated on the record drawings:
 - 1. Record all changes, including change orders, in the location, size, number and type both horizontally and vertically of all elements of the project that deviate from those indicated on all the contract drawings.
- G. The Engineer shall review the drawings and shall verify by letter to Owner that the work is accurate. The Contractor shall arrange to have all changes incorporated on the original drawings. The Contractor shall submit to the Engineer, reproducible drawings on AUTOCAD and Adobe Acrobat files with three sets of prints to be used for the final inspection of the project. Inaccuracies in record drawings, as determined by the Engineer, may be grounds for postponement of the final inspection until such inaccuracies are corrected.

1.05 OPERATING AND MAINTENANCE REQUIREMENTS

- A. At least one month prior to the time of turning over this contract to the Owner for Use and Occupancy or Final Acceptance, the Electrical Contractor shall secure and deliver to

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the Owner via the Engineer two complete maintenance manuals, shop drawings, and other data.

1. Catalog sheets, maintenance manuals, and approved shop drawings of all equipment, piping and valve tag charts.
2. Names, address and telephone numbers of repair and service companies for each of the major systems installed under this contract.

1.06 CLOSEOUT REQUIREMENTS AND SUBMITTALS

A. Final Inspection:

1. The Electrical Contractor shall submit written certification that:
 - a. Project has been inspected for compliance with contract documents and has satisfied the Building Department.
 - b. Equipment and systems have been tested in the presence of Engineer and are operational and satisfactory.
 - c. Project is completed, and ready for final inspection.
2. Building Department Use and Occupancy Permit:
 - a. Arrange for a final inspection and secure the signed Certificate of Inspection for Use and Occupancy from the Building Department if required.

1.07 GUARANTEES AND WARRANTIES

A. Submit to the Engineer all extended guarantees and warranties that have been specified in various, individual sections of the specifications.

1.08 COMMISSIONING AGENT PENDING ISSUES:

A. Address and close all of commissioning agent pending issues, if any.

END OF SECTION

DIVISION 02

SECTION 02 41 00

DEMOLITION

PART 1 - GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Town of Medfield Agreement Between Owner and Contractor, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this Section of the Specifications.
- B. The Sections of these Specifications entitled "Special Conditions", "Minimum Wage Determination", and Division 01 "General Requirements" shall apply and are hereby made a part of this section of the Specifications.

1.02 DESCRIPTION OF WORK

A. Work Included:

- 1. Demolition and removal of existing fire alarm system equipment as required for new work. Refer to the Drawings for additional requirements.
- 2. Salvage of existing items to be reused or turned over to the facility.
- 3. Removal and legal disposal of demolished materials off site. Except those items specifically designated to be relocated, reused, or turned over to the facility, all existing removed materials, items, trash and debris shall become property of the Contractor and shall be completely removed from the site and legally disposed of at her/his expense. Salvage value belongs to the Contractor. On-site sale of materials is not permitted.
- 4. Scheduling and sequencing operations without interrupting utilities serving occupied areas. If interruption is required, obtain written permission from the utility company and the Building Manager. Schedule interruption when the least amount of inconvenience will result.

B. Related Work: The following items are not included in this Section and will be performed under the designated Sections:

- 1. Section 26 00 00 - ELECTRICAL WORK:
 - a. Disconnecting, and otherwise making inactive existing electrical services in areas where demolition and removal work is required. Electrical tradesmen will disconnect, and deactivate such items were required to be removed under Section 26 00 00 - ELECTRICAL WORK. Removal and disposal of such materials shall be then done under this Section 02 41 00 - DEMOLITION.

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-
- b. Disconnect and reinstallation of electrical equipment temporarily interrupted during construction.

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to the User Agency ready for reuse, at a location designated by the User Agency. Protect from weather until accepted by User Agency reinstall them where indicated. Protect from weather until reinstallation.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques, antiques, and other items of interest or value to the Town of Medfield that may be encountered during selective demolition remain property of the Commonwealth or user Agency as applicable. Carefully remove each item or object in a manner to prevent damage and deliver promptly to a location acceptable to the Property Manager.

1.05 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with early and late starting and finishing dates for each activity. Ensure User Agency's on-site operations are uninterrupted if applicable.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Locations of means of egress, including for other occupants affected by selective demolition operations.
 5. Coordination of User Agency's continuing occupancy of portions of existing building and of User Agency's partial occupancy of completed Work.
 6. Means of protection for items to remain and items in path of waste removal from building.
- B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged, and turned over to the User Agency.
- C. Pre-demolition Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by

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selective demolition operations. Comply with Division 01. Submit before Work begins.

D. Landfill Records: Provide trip tickets (receipts) indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.06 QUALITY ASSURANCE

A. Examination of Existing Conditions: The Contractor shall examine the Contract Drawings for demolition and removal requirements and provisions for new work. Verify all existing examine the existing conditions as he finds them and shall inform herself/himself of the character, extent and type of demolition and removal work to be performed. Submit any questions regarding the extent and character of the demolition and removal work in the manner and within the time period established for receipt of such questions during the bidding period.

B. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

C. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

D. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

E. Standards: Comply with ANSI A10.6 and NFPA 241.

F. Pre-demolition Conference: Conduct conference at Project site to comply with requirements in DIVISION 01 AND Section 02 41 00 - Demolition. Review methods and procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.07 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Designer.
- E. Engage a professional engineer registered in the Commonwealth of Massachusetts to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction videotapes.
 1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
- G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. Arrange to shut off indicated utilities with utility companies and User Agency.
 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 3. Prior to commencing cutting work in existing surfaces, take all precautionary measures to assure that mechanical and electrical services to the particular area have been made inactive. Only licensed tradesmen of that particular trade shall disconnect and cap existing mechanical and electrical items that are to be removed, abandoned and/or relocated.

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4. If, during the process of cutting work, existing utility lines are encountered which are not indicated on the Drawings, regardless of their condition, immediately report such items to the Designer. Do not proceed with work in such areas until instructions are issued by the Designer. Continue work in other areas.

3.03 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Maintain adequate passage to and from all exits at all times. Before any work is done which significantly alters access or egress patterns, consult with the Designer and obtain approval of code required egress. Under no condition block or interfere with the free flow of people at legally required exits, or in any way alter the required condition of such exits.
- B. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.
 2. Remove temporary shoring, bracing and structural supports when no longer required.
 3. Post warning signs and place barricades as applicable during placement and removal of temporary shoring.
- C. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area(s).
 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. Provide temporary barricades as required to limit access to demolition areas.
 2. Protect existing site improvements, appurtenances, and landscaping to remain.
- D. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

3.04 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

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1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during and after flame-cutting operations.
4. Maintain adequate ventilation when using cutting torches.
5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
7. Dispose of demolished items and materials promptly. Comply with requirements in

B. Section 01 74 19 - CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT.
Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to User Agency.
4. Transport items to storage area designated by the User Agency.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.

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3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Designer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

E. Items for Re-use and Preservation of Existing Surfaces to Remain:

1. Unless special surface preparation is specified under other Specification Sections, leave existing surfaces that are to remain in a condition suitable to receive new materials and/or finishes.

3.05 PROTECTION OF PUBLIC AND PROPERTY

- A. Provide all measures required by federal, state and municipal laws, regulations, and ordinances for the protection of surrounding property, the public, workmen, and Commonwealth's employees during all demolition and removal operations. Measures are to be taken, but not limited to installation of sidewalks, sheds, barricades, fences, warning lights and signs, trash chutes and temporary lighting.
- B. Protect all walks, roads, streets, curbs, pavements, trees and plantings, on and off premises, and bear all costs for correcting such damage as directed by the Designer, and to the satisfaction of the User Agency.
- C. Demolition shall be performed in such a manner that will ensure the safety of adjacent property. Protect adjacent property from damage and protect persons occupying adjacent property from injuries which might occur from falling debris or other cause and so as not to cause interference with the use of other portions of the building, of adjacent buildings or the free access and safe passage to and from the same.
- D. Every precaution shall be taken to protect against movement or settlement of the building, of adjacent buildings, structures, sidewalks, roads, streets, curbs and pavements. Provide and place at the Contractor's own expense, all necessary bracing and shoring in connection with demolition and removal work.
- E. Remove portions of structures with care by using tools and methods that will not transfer heavy shocks to existing and adjacent building structures, both internal and external of the particular work area.
- F. Provide and maintain in proper condition, suitable fire resistive dust barriers around areas where interior demolition and removal work is in progress. Dust barriers shall prevent the dust migration to adjacent areas. Remove dust barriers upon completion of major demolition and removal in the particular work area.
- G. Protect unaltered portions of existing construction, including finishes, furnishings and

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equipment

H. Provide secure weather protection where demolition has removed a portion of the exterior envelope.

3.06 DISCOVERY OF HAZARDOUS MATERIALS

A. If hazardous materials, such as chemicals, asbestos-containing materials, or other hazardous materials are discovered during the course of the work, cease work in affected area only and immediately notify the Designer and the Using Agency of such discovery. Do not proceed with work in such areas until instructions are issued by the Designer. Continue work in other areas.

3.07 CUTTING

A. Perform all cutting of existing surfaces in a manner which will ensure a minimal difference between the cut area and new materials when patched. Use extreme care when cutting existing surfaces containing concealed utility lines which are indicated to remain and bear full responsibility for repairing or replacement of all such utilities that are accidentally damaged.

B. Provide a flush saw cut edge where pavement, curb and concrete removals abut new construction work or existing surfaces to remain undisturbed.

3.08 DISPOSAL OF DEMOLISHED MATERIALS

A. Do not allow demolished materials to accumulate on-site.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

D. Burning: Do not burn demolished materials.

3.09 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Premises shall be left in a clean condition and ready to accept alteration work and new construction.

END OF SECTION

DIVISION 26

SECTION 26 00 00

ELECTRICAL

PART 1 - GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Town of Medfield Agreement Between Owner and Contractor, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this Section of the Specifications.
- B. The Sections of these Specifications entitled "Special Conditions", "Minimum Wage Determination", and Division 01 "General Requirements" shall apply and are hereby made a part of this section of the Specifications.

1.02 RELATED DOCUMENTS

- A. Examine all Project Specifications and Drawings for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- B. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- C. When open-flame or spark producing tools such as blower torches, welding equipment, etc., are required in the process of executing the work, provide, where necessary, fire protective covering and maintain a constant non-working fire watch where work is being performed and until completed.

1.03 DESCRIPTION OF WORK

- A. Examine Drawings and other Sections of Specifications for requirements that affect work of this Section.
- B. Perform work and provide material and equipment as shown on Drawings and as specified or indicated in this Section of the Specifications. Completely coordinate work of this Section and provide a complete and fully functional installation. Drawings and Specifications form complimentary requirements; provide work specified and not shown, and work shown and not specified as though explicitly required by both. Although work is not specifically shown or specified, provide supplementary or miscellaneous items, appurtenances, devices and materials obviously necessary for a sound, secure and complete installation. Remove all debris caused by contractors' work.
- C. Drawings are diagrammatic and indicate general arrangement of systems and work included in Contract. It is not intended to specify or to show every offset, fitting or component; however, Contract Documents require components and materials whether or not indicated or specified as necessary to make the installation complete and operational.

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- D. Perform work strictly as required by rules, regulations, standards, codes, ordinances, and laws of local, state, and federal government, and other authorities that have lawful jurisdiction.
- E. Give notices, file plans, obtain permits and licenses, pay fees and obtain necessary approvals from authorities that have jurisdiction.
- F. As work progresses and for duration of Contract, maintain complete and separate set of prints of Contract Drawings at job site at all times. Record work completed and all changes from original Contract Drawings clearly and accurately, including work installed as a modification or addition to the original design.
- G. Work shall include, but shall not be limited to, the following:
 - 1. Base Bid: ALL WIRING SHALL BE CONCEALED, NO SURFACE MOUNT ALLOWED
 - 2. Deduct Alt #1: SURFACE MOUNT CONDUIT SHALL BE ALLOWED.
 - 3. Conduit and raceways.
 - 4. Wire and cable.
 - 5. Wiring devices and plates.
 - 6. Cable supports and boxes.
 - 7. Junction boxes, pull boxes and cable troughs.
 - 8. Terminal connecting cabinets.
 - 9. Fire seal and fire-proof foam.
 - 10. Sleeving.
 - 11. Grounding.
 - 12. All cores required for electrical equipment and conduit shall be provided by the electrical contractor.
 - 13. Staging, scaffolding, ladders, chutes and other construction aids as required for all electrical work.
 - 14. Supervision and approval.
 - 15. Fire alarm system including devices, control panels, permitting, testing, additional batteries, amplifiers, address modules and others to provide a completely operational fire alarm system. Coordinate exact requirements with the fire department. Training sessions shall be included as described elsewhere in this Specification.
 - 16. Testing.
 - 17. Operating and maintenance instructions and manuals.
 - 18. Coordination drawings and shop drawings.
 - 19. Permit fees

1.04 DEFINITIONS

- A. As used in this Section, the following items are understood to have the following meaning:
 - 1. Contractor, unless otherwise qualified, shall mean the installer of the work specified under this Section.
 - 2. Furnish shall mean purchase and deliver to the project site, complete with every necessary appurtenance.

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3. Install shall mean unload at the delivery point at the site and perform all work necessary to establish secure mounting and proper operation at the proper location in the project.
4. Provide shall mean "Furnish" and "Install".
5. Work shall mean all labor, materials, equipment, apparatus, controls, accessories and all other items required for a proper and complete installation.
6. Concealed shall mean hidden from sight in chases, furred-in spaces, shafts, hung ceilings, embedded in construction or in a crawl space. Areas to be concealed as part of tenant alterations to the building shall also be considered in this definition.
7. Exposed shall mean not installed underground or concealed as defined above.
8. Work by others shall mean work not provided by Electrical Contractor, but work furnished and/or installed by other Contractors (performing their respective work) as a part of this contract.
9. Installer shall mean the contractor or an entity engaged by the contractor, either as an employee, subcontractor, or sub-subcontractor for a performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1.05 CODES, ORDINANCES, AND PERMITS

- A. Installation of systems and equipment provided under this section shall be done in strict accordance with Massachusetts Department of Public Safety Codes, Massachusetts Department of Environmental Protection, Massachusetts State Building Code and City Regulations having jurisdiction.
- B. All work, where applicable, shall conform to NFPA codes and all material shall be U.L. approved.
- C. All electrical apparatus furnished under this section shall be approved by the U.L. and shall be so labeled or listed where such is applicable. Where custom-built equipment is specified and the U.L. label or listing is not applicable to the completed product, all components used in the construction of such equipment shall be labeled or listed by U.L. where such is applicable to the component.
- D. Materials, installation of systems and equipment provided under this section shall be done in strict accordance with Massachusetts Department of Public Safety Codes, Massachusetts Department of Environmental Protection, Massachusetts State Building Code, 780 CMR, Massachusetts State Electrical Code, and any other Codes and Regulations having jurisdiction.
- E. Unless otherwise specified or indicated, materials, workmanship and equipment performance shall conform with the latest governing edition of the following standards, codes, specifications, requirements, and regulations, but not limited to:
 1. All Applicable NFPA Standards
 2. State and Local Building Codes
 3. National Electrical Code
 4. American Society of Testing and Materials
 5. American National Standards Institute

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6. Underwriters' Laboratories, Inc.
7. Occupational Safety and Health Administration

F. Give notices, file plans, obtain permits and licenses, pay fees and obtain necessary approvals from authorities having jurisdiction. Deliver certificates of inspection to Engineer. No work shall be covered before examination and approval by Engineer, inspectors, and authorities having jurisdiction. Replace imperfect or condemned work conforming to requirements, satisfactory to Engineer, and without extra cost to the Owner. If work is covered before due inspection and approval, the installing contractors shall pay costs of uncovering and reinstalling the covering, whether it meets contract requirements or not.

1.06 REFERENCES

- A. For products or workmanship specified by association, trade, or federal standards comply with requirements of the standard, except when requirements that are more rigid are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the bid date, except when a specific date is specified. The organizations below set the standards for electrical codes referred throughout this specification.
 1. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
 2. AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)
 3. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
 4. CODE OF FEDERAL REGULATIONS (CFR)
 5. FEDERAL SPECIFICATIONS (FS)
 6. INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
 7. INSULATED CABLE ENGINEERS ASSOCIATION (ICEA)
 8. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
 9. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
 10. RURAL ELECTRIFICATION ADMINISTRATION (REA)
 11. UNDERWRITERS LABORATORIES (UL)

1.07 GENERAL REQUIREMENTS

- A. Nameplates: Each major component of equipment shall have the manufacturer's name, address, type or style, model or serial number, and catalog number on a plate secured to the equipment.
- B. Equipment Guards: Belts, pulleys, chains, gears, couplings, projecting setscrews, keys, and other rotating parts so located that any person may come in close proximity thereto shall be completely enclosed or guarded. High-temperature equipment and piping so located as to endanger personnel or create a fire hazard shall be guarded or covered with insulation of type specified for service.

1.08 RECORD DRAWINGS

- A. Refer to DIVISION 01 - GENERAL REQUIREMENTS, of the Specifications for record drawings and procedures to be provided under this section.

1.09 SUBMITTALS

- A. Conform to the requirements of Section 01 30 00, Submittals, for schedule and form of all submittals. Coordinate this submittal with submittals for all other finishes.
- B. Material List: Before purchasing materials for the work, submit to the Engineer a complete list showing (1) the materials specified, and (2) the equivalent materials proposed for use, including description of product, if the contractor desires to use materials other than those specified.
 - 1. All materials shall be approved by the Owner's Representative before commitment for materials is made. Intention of using specified materials shall not relieve the contractor from submitting the above list.
- C. Product Data: Submit complete manufacturer's product description and technical information including:
 - 1. Wire and Cable
 - 2. Raceways, Fittings and Supports
 - 3. Disconnect and Safety Switches
 - 4. Outlet and Junction Boxes
 - 5. Fire Alarm System & Wiring (as required by Massachusetts State building Code tier 2 submissions)
- D. Submit shop drawings and product data electronically in PDF format, grouped to include complete submittals of related systems, products, and accessories in a single submittal.
- E. In the event that this Contractor fails to provide Shop Drawings for any of the products specified herein:
 - 1. Contractor shall furnish and install all materials and equipment herein specified in complete accordance with these Specifications.
 - 2. If the Contractor furnishes and installs material and/or equipment which is not in complete accordance with these Specifications, he shall be responsible for the removal of this material and/or equipment from the Work, and shall be responsible for the replacement of this material and/or equipment with material and/or equipment which is in complete accordance with these Specifications, at the direction of the Owner's Representative.
 - 3. Removal and replacement of materials and/or equipment, which are not in complete compliance with these Specifications, shall be executed by the Contractor at no extra cost to the Owner.
 - 4. Removal and replacement of materials and/or equipment, which are not in complete compliance with these Specifications, shall not be allowed as a basis for a claim of delay of completion of the Work.

1.10 CLEANING

- A. During the progress of the Electrical work, clean up and remove all dust, dirt and other debris caused by this work. At completion, the Contractor shall clean all equipment, conduit and wiring systems and leave all work in perfect operating condition.

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1.11 PROTECTION OF MATERIALS, WORK, AND GROUNDS

- A. Materials, fixtures and equipment shall be properly protected and all and openings shall be temporarily closed so as to prevent obstruction and damage.
- B. Protect and preserve all materials, supplies and equipment of every description and all work performed. Protect all existing equipment and property of any kind from damage during the operations. Damage shall be repaired or replaced promptly by the Contractor at his expense.

1.12 DRAWINGS

- A. It is the intention of the Specifications and Drawings to call for finished work, tested and ready for operation. Any apparatus, appliance, material or work not shown on the Drawings, but mentioned in the Specifications or vice-versa, or any incidental accessories necessary to make the work complete in all respects and ready for operation, even if not particularly specified, shall be provided by the Contractor without additional expense to the Owner.
- B. The Drawings are generally diagrammatic. The locations of all items that are not definitely fixed by dimensions are approximate only. The exact locations must be determined at the project and shall have the approval of the Engineer before being installed. The Contractor shall follow Drawings, including his shop drawings, in laying out work and shall check the Drawings of other trades to verify spaces in which work will be installed. Maintain maximum headroom and space conditions. Where space conditions appear inadequate, notify the Engineer before proceeding with the installation. The Contractor shall, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades or for proper execution of the work.
- C. Size of shafts and conduits and methods of routing them are occasionally shown, but it is not intended to show every offset and fitting, nor every structural difficulty that may be encountered. To carry out the true intent and purpose of the Drawings, all necessary parts to make complete approved working systems ready for use, shall be furnished without extra charge. All work shall be installed in such a manner as to avoid being unsightly.
- D. All measurements shall be taken at the building by the Contractor, prior to purchasing and installing the equipment and conduits.

1.13 RECORD DRAWINGS

- A. Refer to DIVISION 01 of the Specifications for record drawings and procedures to be provided under this section.
- B. Record Drawings (red-line drawings) will be updated by this Contractor monthly for review with the monthly requisition.

1.14 SUBMITTALS

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- A. Submit shop drawings and product data within 30 days after award of contract. Check, stamp and mark with project name submittals before transmitting to Engineer. Indicate deviations from contract documents.
- B. Deviations from contract documents or proposed substitution of materials or equipment for those specified shall be requested in separate letter whether deviations are due to field conditions, standard shop practice, or other cause.
- C. Within four weeks (except as noted otherwise) after award of contract and before ordering materials or equipment. Submit list of proposed materials and equipment and indicate manufacturer's names, addresses and identifying data. No consideration will be given to partial lists submitted out of sequence.
- D. Schedule at least ten working days, exclusive of transmittal time for submittal review.
- E. Material and equipment requiring Shop Drawing and Product Data submittal shall include but shall not be limited to:
 - 1. Addressable fire alarm system, including battery calculations, equipment cuts and riser diagram including wiring methods.
 - 2. Conduit and raceways.
 - 3. Wire and cable.
 - 4. Branch circuit wiring.
 - 5. Wiring devices and plates.
 - 6. Fire seal and fire-proof foam.
 - 7. Sleevings.
 - 8. Pull boxes and cable troughs.
- F. Provide items for equipment installed under other Sections or Contracts or by Owner.
- G. Electrical Contractor shall refer to specification section for submittal requirements.

1.15 SUBSTITUTIONS

- A. Refer to, Div. 01 requirements in requesting substitutions. The following paragraphs supplement the requirements of Div. 01.
- B. If materials or equipment are substituted for specified items that alter the systems shown or its physical characteristics, or which have different operating characteristics, clearly note the alterations or difference and call it to the attention of the engineer.
- C. Any modifications to the design, as a result of approving a substitution, shall be the responsibility of this contractor. Any additional cost to this contractor or any other contractor, directly or indirectly, as a result of such substitutions, shall be the responsibility of this contractor.

1.16 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Provide in accordance with Division 01 for all equipment provided in this section.

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- B. Prepare and submit Operating and Maintenance manuals at least 1 month prior to the date of Substantial Completion of the Project. Submit electronic sets of operation and maintenance data complete with at least the following.
- C. Table of Contents:
 - 1. Introduction:
 - a. Explanation of Manual and its use
 - 2. Equipment Operation:
 - a. Operating Instructions for all Equipment, Systems, Controls, etc.
 - 3. Maintenance
 - a. Recommended List of Spare Parts: furnish two typed sets of instructions for ordering spare parts with charts showing parts numbered or labeled to facilitate ordering replacements. Each set shall include a list with itemized prices of those parts recommended to be kept on hand as spares, as well as the name and address of where they may be obtained.

1.17 MATERIAL AND EQUIPMENT STANDARDS

- A. Where equipment or materials are specified with the name of a manufacturer, such specification shall be deemed to be used for establishing a standard for that particular item. No equipment or material shall be used unless previously approved by the Owner's engineer.
- B. Substitutions may be offered for review provided the material, equipment or process offered for consideration is equal in every respect to that indicated or specified. The request for each substitution must be accompanied by complete specifications together with drawings or samples to properly appraise the materials, equipment or process.
- C. If a substitution of materials or equipment in whole or in part is made, this Contractor shall bear the cost of any changes necessitated by any other trade as a result of said substitution.
- D. All materials, equipment and accessories provided under this section shall be new and unused products of recognized manufacturers as approved.

1.18 UNDERWRITERS' LABEL AND LISTING

- A. All electrical apparatus furnished under this Section shall be approved by the UL and shall be labeled or listed where such is applicable. Where custom-built equipment is specified and the UL label or listing is not applicable to the completed product, all components used in the construction of such equipment shall be labeled or listed by UL where such is applicable to the component.

1.19 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

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- A. It is the intention of the Specifications and Drawings to call for complete, finished work, tested and ready for continuous operation. Any apparatus, appliance, material or work not shown on the Drawings, but mentioned in the Specifications or vice-versa, or any incidental accessories necessary to make the work complete in all respects and ready for operation, even if not particularly specified, shall be provided by the Electrical Contractor without additional expense to the Owner.
- B. The Drawings are generally diagrammatic. The locations of all items that are not definitely fixed by dimensions are approximate only. The exact locations must be determined at the project and shall have the approval of the Owner's Representative before being installed. The Contractor shall follow Drawings, including his shop drawings, in laying out work and shall check the Drawings of other trades to verify spaces in which work will be installed. Maintain maximum headroom and space conditions. Where space conditions appear inadequate, notify the Owner's Representative before proceeding with the installation. This Contractor shall, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades or for proper execution of the work.
- C. Refer to the Owner's Representative and coordinate location of all Electrical equipment.
- D. Size of conduits, cable trays, raceways and methods of running them are shown, but it is not intended to show every offset and fitting, nor every structural difficulty that may be encountered. To carry out the true intent and purpose of the Drawings, all necessary parts to make complete approved working systems ready for use, shall be furnished without extra charge. All work shall be installed in such a manner as to avoid being unsightly.

1.20 INSPECTION OF SITE CONDITIONS

- A. Prior to submission of bid, it is recommended that the bidder visit the site and review the related construction documents to determine the conditions under which the Work has to be performed. Inform the engineer in writing, of any conditions which might adversely affect the Work of this Section of the Specifications.

1.21 SURVEY AND MEASUREMENTS

- A. Base all required measurements, horizontal and vertical, from referenced points established by the Contractor and be responsible for correctly laying out the Work required under this Section of the Specifications.
- B. In the event of discrepancy between actual measurements and those indicated, notify the Contractor in writing and do not proceed with the related work until instructions have been issued.

1.22 DELIVERY, STORAGE AND HANDLING

- A. No materials shall be delivered or stored on site until Shop Drawings have been approved.

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- B. All manufactured materials shall deliver to the site in original packages or containers bearing the manufacturer's labels and product identification.
- C. Protect materials against dampness. Store off floors, under cover, and adequately protected from damage.
- D. Deliver products to site and store and protect same under the provisions of DIVISION 01.
- E. Inspect all Fire Protection equipment and materials, upon receipt at the job site, for damage and correctness.

1.23 PROTECTION OF WORK AND PROPERTY

- A. This Contractor shall be responsible for the care and protection of all work included under this Section until the completion and final acceptance of this Contract.
- B. Protect all equipment and materials from damage from all causes including, but not limited to, fire, vandalism and theft. All materials and equipment damaged or stolen shall be repaired or replaced with equal material or equipment at no additional cost to the Owner.
- C. Protect all equipment, outlets and openings with temporary plugs, caps and covers. Protect work and materials of other trades from damage that might be caused by work or workmen under this Section and make good damage thus caused.
- D. Damaged materials are to be removed from the site; no site storage of damaged materials will be allowed.

1.24 SUPERVISION

- A. Supply the service of an experienced and competent Construction Supervisor who shall be in charge of the Electrical work at the site.

1.25 SAFETY PRECAUTIONS

- A. Comply with all of the safety requirements of OSHA throughout the entire construction period of the project.
- B. Furnish, place and maintain proper guards for prevention of accidents and any other necessary construction required to secure safety of life and/or property.

1.26 SCHEDULE

- A. Provide schedule of work to be submitted to the engineer for review.

1.27 STOCK PARTS

- A. Furnish the following stock devices to be handed over to the owner's representative.
 - 1. (2) audio/visual devices
 - 2. (2) visual only devices

3. (2) manual pull stations
4. (4) smoke detectors
5. (2) heat detectors
6. (2) addressable modules

1.28 HOISTING, SCAFFOLDING AND PLANKING

- A. The work to be done under this Section of the Specifications shall include the furnishing, set-up and maintenance of all derricks, hoisting machinery, scaffolds, staging and planking as required for the work.

1.29 CUTTING AND PATCHING

- A. All cutting and patching in area necessary for the proper installation of work to be performed under this Section and subsections shall be performed by the Electrical Contractor.
- B. All work shall be fully coordinated with all phases of construction, in order to minimize the requirements for cutting and patching.
- C. The contractor shall see that all such chases, openings, and sleeves are located accurately and are of the proper size and shape and shall consult with the Engineer in reference to this work. In so doing, he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the approval of the Engineer.
- D. Carefully fit around, close up, repair, patch, and point around the work specified herein to the entire satisfaction of the Engineer.
- E. Fill and patch all openings or holes left in the existing structures by the removal of existing equipment by himself, his subcontractors or other filed subcontractors.
- F. All of this work shall be carefully done by workmen competent to do such work and with the proper and smallest tools applicable.
- G. Any cost caused by defective or ill-timed work shall be the contractor's responsibility therefore.
- H. The fire resistance rating of floors, walls, and ceilings shall be maintained. UL listed firestopping shall be installed in accordance with manufacturer's written instructions.
- I. Cut and patched areas shall be primed and painted to match existing surfaces.

1.30 VERIFYING CONDITIONS

- A. Before commencing any work under this section, verify all governing dimensions and examine all adjoining work on which this work is in any way associated or connected. Failure to visit the jobsite will in no way relieve the Contractor from installing the work according to the intent of these specifications and at no additional cost to the Owner.
- B. It is highly recommended that each bidder visits the site and inspects conditions affecting the proposed work.

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- C. During the recommended site visit, each bidder shall make note of the existing conditions affecting hauling, rigging, transportation, installation, etc., in connection with his work and shall make all provisions for transportation of all materials and equipment.
- D. Where field conditions require, the Contractor shall arrange for equipment to be shipped to the job, dismantled and assembled in place.

1.31 PAINTING

- A. All finish field painting shall be provided by Electrical Contractor.

1.32 SLEEVES, INSERTS AND ANCHOR BOLTS

- A. Coordinate the location of and maintaining in proper positions, sleeves, inserts and anchor bolts to be supplied and/or set in place under this section of the specifications. In the event of incorrectly located preset sleeves, inserts and anchor bolts, etc., all required cutting and patching of finished work shall be done under this section of the specifications.
- B. Unless otherwise specified herein, all pipes passing through floors, walls, ceilings or partitions shall be provided with sleeves and rating shall be maintained by installation of fire stopping.
- C. Field drilling (core drilling), when required, shall be performed under this section of the specifications, after receipt of approval by the Construction Supervisor.
 - 1. When coring can not be avoided, provide $\frac{1}{4}$ inch pilot hole prior to coring. When coring through floor or slab, verify location of core on floor below and protect and piping, ductwork, wiring, furniture, personnel, etc., below the location of the core.

1.33 SUPPLEMENTARY STEEL, CHANNELS AND SUPPORTS

- A. Provide all supplementary steel, channels and supports required for the proper installation, mounting and support of all Electrical equipment, piping, etc., required by the Specifications.
- B. Supplementary steel and channels shall be firmly connected to building construction in a manner approved by the Engineer.
- C. The type and size of the supporting channels and supplementary steel shall be determined by the Electrical Contractor and shall be of sufficient strength and size to allow only a minimum deflection in conformance with the manufacturer's requirements for loading.

1.34 STANDARDS

- A. The latest published issue of the standards, recommendations, or requirements of the following listed societies, associations, or institutes in effect at the date of Contract are part of this Specification. These shall be considered as minimum requirements; specific requirements of

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this specification and/or associated drawings shall have precedence. In case of conflict between published requirements, the Owner's representative shall determine which is to be followed.

1.	UL	Underwriters' Laboratories, Inc.
2.	ANSI	American National Standards Institute
3.	NEC	National Electric Code
4.	ASME	American Society of Mechanical Engineers
5.	ASTM	American Society for Testing and Materials
6.	FIA	Factory Insurance Association
7.	IEEE	Institute of Electrical and Electronic Engineers
8.	OSHA	Occupational Safety and Health Act
9.	NEMA	National Electrical Manufacturers Association
10.	NFPA	National Fire Protection Association

1.35 GUARANTEE

- A. Guarantee that all work installed will be free from any and all defects in workmanship and/or materials and that all apparatus will develop capacities and characteristics specified.
- B. If, during a period of one year from the date of final completion and acceptance of the work, any such defects in workmanship, material or performance appear, the Electrical Contractor will, without cost to the Owner, remedy such defects within a reasonable time to be specified in notice from the Electrical Engineer.
- C. Correct all damage to insulation, paint or building caused by defects in his work, equipment, and its operation. Guarantee shall include startup, shutdown, maintenance, and 24-hour service during the guarantee period.
- D. Any apparatus that requires excessive service during the warranty period will be considered defective and shall be replaced.

1.36 CERTIFICATES OF INSPECTION/APPROVAL

- A. Furnish upon completion of all work, certificates of inspections from the manufacturers stating that authorized factory engineers have inspected and tested the operation of their respective equipment and found same to be in satisfactory operating conditions.

1.37 ACCESSIBILITY

- A. All work shall be installed so that parts requiring inspection, operation, maintenance and repair are readily accessible. Minor deviations from the drawings may be made to accomplish this, but changes of substantial magnitude shall not be made prior to written approval from the Engineer.

1.38 FINAL ACCEPTANCE

- A. Commissioning shall be provided for fire alarm systems prior to final acceptance.

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B. Materials and apparatus shall be installed as fast as conditions permit and must be installed promptly when and as desired.

PART 2 - PRODUCTS

2.01 RACEWAYS

A. Rigid metallic conduit shall be zinc-coated steel that conforms to industry standards, by Allied Tube and Conduit, Republic Steel, Wheatland Tube or approved equal.

B. Electrical metallic tubing (EMT) shall be zinc-coated steel that conforms to industry standards, by Republic Steel, Allied Tube and Conduit, Triangle/PWC or approved equal.

C. Wireways shall be sheet steel with hinged spring-latched covers, galvanized or painted to protect against corrosion. Provide necessary bends, couplings, connectors and other appurtenances. Interior parts shall be smooth and free of sharp edges and burrs. Wireways shall be by Square D or approved equal.

D. Flexible metal conduit shall be type MC aluminum armor cable with current carrying conductors as required. MC cable shall also have full size separate copper grounding conductor. Flexible conduit shall be used above hung ceiling areas, in wall partitions and in other concealed areas not subject to moisture or physical abuse. Flexible conduit used for lighting fixture final connections shall be limited to a maximum length of six feet.

1. Flexible conduit shall not be used as follows:

- a. In exposed attic areas;
- b. In exposed basement areas;
- c. Surface-mounted in electrical closets;
- d. In all other areas where conduit is surface-mounted or exposed.

E. Flexible conduit shall be manufactured by American Flexible Conduit, Eastern Wiring Conduit, International Metal Hose Company, or equal.

F. Liquid-tight flexible metal conduit shall be galvanized steel with separate copper grounding conductor. The outer jacket shall be an extruded, moisture and oil proof, covering of polyvinyl chloride. Liquid-tight flexible metal conduit shall be used for the final connections to all roof top equipment and in all areas where motors and other equipment are subject to an oil or moisture type environment. Liquid-tight flexible metal conduit shall be manufactured by American Flexible Conduit, Eastern Wiring Conduit, International Metal Hose Company, or equal.

G. Conduit expansion fittings shall be threaded hot-dipped galvanized malleable iron with internal bonding assembly by O.Z./Gedney or approved equal.

H. Conduit fire seat fittings shall have heat-activated intumescent material for fire rating equal to or higher than that of floor or wall by O.Z./Gedney or approved equal.

I. Provide water-tight gland sealing assemblies with pressure bushings as required for penetrations.

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J. Provide threaded malleable iron or steel connectors and couplings with insulated throats; manufactured elbows; locknuts; and plastic or bakelite bushings at terminations, as necessary. Couplings and connectors shall be gland and ring compression or stainless-steel multiple point locking or steel concrete-tight set screw. Compression couplings and connectors shall form positive ground. Set-screw connectors and couplings shall have wall thickness equal to conduit, case-hardened, hex-head screws and separate ground wire. Bushings for rigid steel conduit and connectors for EMT shall have insulating inserts that meet requirements of UL 514 flame test.

2.02 OUTLET BOXES

- A. Outlet boxes on concealed work shall be at least 4" square or octagonal, galvanized pressed steel with plaster rings as required. Outlet boxes for exposed conduit work shall be cast aluminum alloy with cast aluminum alloy covers.
- B. Outlet boxes mounted in the ceilings of habitable rooms of dwelling occupancies in a location acceptable for the installation of a ceiling-suspended paddle fan shall be listed for support of ceiling suspended paddle fans.
- C. Where installed in plaster, boxes shall be fitted with galvanized steel plaster covers of required depth to finish flush with finished wall or ceiling.
- D. Switch boxes, receptacle boxes and other outlet boxes shall be standard 4" square with plaster rings or gang covers as required.
- E. Outlet boxes shall be by Steel City Electric Company, Appleton Electric Company and National Electric Products Company or approved equal.
- F. Outlet boxes for various systems and components shall be as required by manufacturer.
- G. Waterproof boxes shall be Condulet Cast Boxes with water-proof devices and covers. Provide hot-dipped galvanized corrosion-resistant epoxy enamel finish or PVC-coated products, where noted on Drawings.
- H. Provide screw-joint outlet boxes, with gasketed weatherproof covers in exterior locations, where exposed to moisture, at kitchen and cafeteria equipment with or next to water or steam connections, and where indicated as weatherproof on Drawings.
- I. Provide only enough conduit openings to accommodate conduits at individual location. Each box shall be large enough to accommodate number and sizes of conduits, wires and splices to meet NEC requirements, but shall be at least size shown or specified. Necessary volume shall be obtained by using boxes of proper dimensions. Box depths greater than 2-1/8" shall not be used to obtain necessary volume, but may be used with Engineer's approval to facilitate installation. Standard concrete boxes may be 6" deep where necessary to permit entrance of conduits into sides of boxes without interference with reinforcing bars. Octagonal hung ceiling boxes with suspension bars may be 3-1/2" deep. Rectangular boxes for inter-connection of branch circuit conduits may be 2-1/2" deep.

2.03 JUNCTION BOXES, PULL BOXES AND CABLE TROUGHS

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- A. Provide code gauge galvanized steel junction and pull boxes for conduit 1-1/4" trade size and larger, where indicated and as necessary to facilitate installation, of required dimensions, with accessible, removable screw-on covers. Provide junction and pull boxes in special sizes and shapes determined in field where necessary.
- B. Junction box covers shall be accessible. Do not install junction boxes above suspended ceilings except where ceiling is removable or where access panel is provided. EC shall refer to Specification Section 08 3050 for access panel requirements.
- C. Sheet metal pull boxes shall be supported adequately to maintain shape. Larger boxes shall have structural steel bracing welded into rigid assembly formed adequately to maintain alignment in shipment and installation. Secure covers with corrosion-resistant screws or bolts.
 - 1. Pull boxes exposed to rain or in wet locations shall be weatherproof.
 - 2. Pull boxes used with aluminum conduit shall be metal compatible with aluminum.
 - 3. Provide clamps, grids and other appurtenances to secure cables. No cable shall be unsupported for more than 30".
 - 4. No pull box shall be within 2 feet of another.
 - 5. Provided sealed, cast-alloy, hazardous-location boxes with sealing fittings in garages and other areas in which flammable gases or vapors may be present to prevent transmission of gases or vapors through conduits.
 - 6. Pull boxes connected to concealed conduits shall be mounted with covers flush with finished wall or ceiling. No aluminum pull box shall be embedded in concrete.
- D. Provide cable troughs of special shapes, design and construction required to install, support and enclose feeder cable throughout indicated routing. Troughs shall be as specified above for junction and pull boxes, with reinforcing, insulating supports and clamping for cable installation. Cables shall be continuous throughout troughs, and shall be racked in distributed phase groupings arranged with phase cables surrounding neutral conductors.

2.04 WIRE AND CABLE (600 V INSULATION)

- A. Provide single-conductor, annealed copper wire and cable with insulation rated 600 V, of sizes specified and scheduled on Drawings, by General Electric, Rome, Okonite or approved equal, for secondary service, feeders, branch and system wiring. Wire insulated for 300 V may be used where voltage is less than 100 V, if isolated from higher voltages. Wire sizes shown and specified are American Wire Gauge for copper.
- B. Non-metallic conduit, type NMC/Romex shall only be used within individual apartments only and in accordance with code requirements for building construction type and number of floors. Minimum size shall be 12/2 with ground. All wiring shall be rated for 600 volt.
- C. Wire #8 and larger shall be stranded; #10 and smaller shall be solid. Wire and cable shall have THWN-THHN or XHHW insulation.
- D. Splices and Terminations

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1. Make splices in branch circuit wiring with UL-listed, solderless connectors rated 600 V, of sizes and types required by manufacturer's recommendations with temperature ratings equal to those of wires. Splice connectors shall be screw-on. Insulate splices with integral covers or with plastic or rubber friction tape to preserve characteristics of wire and cable insulation.
2. Provide standard bolt-on lugs with hex screws to attach copper wire and cable to panelboards, switchboards, disconnect switches and electrical equipment.
3. Make terminations and splices for conductors #6 and larger with corrosion-resistant, high-conductivity pressure indent, hex screw or bolt-clamp connectors, with or without tongues, designed specifically for intended service. Connectors for cables 250 MCM and larger shall have two clamping elements or compression indents. Terminals for bus connections shall have two bolt holes.
4. Ampacity of splices and connectors shall be equal to those of associated wires and cables.

E. Arc-proofing

1. Provide flexible, flame-retardant, organic-composition-coated elastomer arc-proofing tape on power cable in manholes and handholes, suitable to withstand 200 A arc for 30 seconds. Tape shall be self-extinguishing and shall not support combustion.
2. Apply tape in single, half-lapped layer as required by manufacturer's recommendations. Secure with strips of red plastic film tape on 208Y/120V conductors.

F. Provide three-ply marlin twine lacing or self-extinguishing nylon straps with -65 °F to 350 °F range for bundling conductors.

2.05 WIRE PULLING EQUIPMENT

- A. Provide polyethylene ropes for pulling wire.
- B. Provide fish wires in telephone conduits and other empty conduit systems required, without splices and with ample exposed lengths at each end.
- C. Provide wire pulling lubricants that meet applicable UL requirements as necessary.

2.06 CABLE SUPPORTS AND BOXES

- A. Provide cable supports and boxes for vertical feeders as required by NEC. Boxes shall be 10-gauge steel plates fastened to angle iron frame with removable covers secured with brass machine screws.
- B. Provide split wedge cable supports with clamps for cable without metallic sheath. Provide basket weave or approved equal cable supports approved by cable manufacturer for cable with metallic sheath. Supports shall be by O.Z./Gedney or approved equal.

2.07 GROUNDING

- A. Cables shall be of solid or stranded copper size as specified on the drawings. Cables shall be bare when installed in soil or in open air, and shall be insulated with 600-volt green jackets in all runs installed in conduit.
- B. The grounding conductor bonding jumper shall be attached to the circuits, conduits, cabinets, equipment and the like, which are to be grounded by means of suitable lugs, pressure connectors and clamps.
- C. All feeder and three phase motor circuits shall be provided with an appropriately sized grounding conductor. Sizes shall be based on NEC Table 250-95. Grounding conductors shall also be provided wherever the raceway is not a suitable grounding conductor.

2.08 IDENTIFICATION

- A. Wire and Cable Identification
 - 1. Conductor labels shall be white, adhesive self-laminating type. All text shall be typed. String tags shall not be accepted. Temporary tagging during construction shall be allowed, but all permanent adhesive tags shall be in place prior to requesting final acceptance.

2.09 FEEDER IDENTIFICATION

- A. Provide nonferrous identifying tags or pressure-sensitive labels for cables, feeders, and power circuits in vaults, pull boxes, manholes and switchboard rooms, at cable termination and in other locations.
- B. Tags or labels shall be stamped or printed to correspond with markings on Drawings or marked so that feeder or cable may be identified readily. If suspended tags are provided, attach with 1/32" diameter nylon 55-pound test monofilament line or slip-free plastic cable lacing unit.

2.10 FIRESTOPPING

- A. Provide asbestos-free firestopping material capable of maintaining an effective barrier against flame, gases, and temperature. Provide noncombustible firestopping that is nontoxic to human beings during installation or during fire conditions. Devices and equipment for firestopping service shall be UL FRD listed or FM P7825 approved for use with applicable construction, and penetrating items.
 - 1. Fire Hazard Classification: Material shall have a flame spread of 25 or less, a smoke developed rating of 50 or less when tested in accordance with UL 723 or UL listed and accepted.
 - 2. Firestopping Rating: Firestopping materials shall be UL FRD listed or FM P7825 approved for "F" and "T" ratings at least equal to fire-rating of fire wall or floor in which penetrated openings are to be protected, except that "F" and "T" ratings

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may be 3 hours for firestopping in through-penetrations of 4-hour fire rated wall or floor.

2.11 ADDRESSABLE FIRE DETECTION AND ALARM SYSTEM

A. General

1. The Contractor shall furnish, install, and place in operation a microprocessor-based addressable analog/multiplex fire alarm system.
2. The completed fire alarm system shall meet all local and state codes.
3. Equipment and completed installation shall be UL listed or approved and shall meet approval of local fire department and state fire marshall, authorities having jurisdiction and shall be in accordance with the applicable sections of the latest edition of the State Electrical Code, ADA Code, NFPA 71, 72, 72E, and Life Safety Code #101.
4. Each remote device shall have a unique code. All remote devices shall be under the control of the main system microprocessor.
5. Fire Alarm system shall have general evacuation capability.
6. The complete system shall contain smoke detection, horn strobe alarms, pull stations, duct smoke detectors, water and tamper flow switches, and other devices as required for a complete system.
7. The Owner shall be responsible for selection of and monthly payments to an approved fire alarm third party monitoring company.
8. The Contractor shall be responsible for all fire alarm testing and certification charges.
9. The existing fire alarm system shall remain fully functional during the entire demolition and construction period. Reuse of existing fire alarm system raceways shall not be allowed. All required system shutdowns shall be coordinated with and approved by the owner's representative and the authority having jurisdiction. Demolition of the existing system shall not commence until the new system has been completely installed, tested and approved by the authority having jurisdiction.

B. Operation

1. Refer to Drawings for Sequence of Operations Matrix

C. Remote Devices

1. Smoke detectors shall be addressable solid state, photoelectric type with 3.0% nominal sensitivity. Smoke detectors shall be a plug-in unit which mounts to a twistlock base.
2. Combination heat detector/rate-of-rise heat detectors shall be provided as shown on the Drawings. Heat detectors shall be addressable and shall have an air chamber, a vent, and a flexible metal diaphragm. Units shall have a fixed temperature setting of 135°F or 200°F as specified on the Drawings. Rate-of-rise capabilities shall be provided via the air chamber, vent, and diaphragm. Expanded diaphragm shall cause normally open contacts to close and signal alarm condition.

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3. Heat detectors shall be addressable, low-profile, matte white, rated 135°F fixed temperature as shown on the Drawings.
4. Heat detectors rated 200°F as shown on the Drawings shall be conventional type detectors. Fixed temperature 200°F detectors shall be low-profile, matte white, and shall be zoned together as shown on the Drawings utilizing a conventional to addressable conversion module.
5. Pull stations shall be surface-mounted. Provide addressable, double-action break rod stations. Pull stations shall mechanically latch upon activation and remain so until being mechanically reset by opening with a key. Pull stations in public areas shall, at the option of the Superintendent of Fire Alarm, have an accepted protection cover with an integral sounding device. The operable part of the manual pull station shall be mounted between 3½ feet and 4 feet above finish floor per NFPA 5.12.4. Pull stations shall be mounted within five feet of exit doorways on each floor level per NFPA 5.12.6. Pull stations shall be mounted on both sides of grouped door openings exceeding 40 feet in width per NFPA 5.12.7. Travel distance to any pull station shall not exceed 200 feet per NFPA 5.12.8.
6. Horn strobe units shall be installed surface-mounted. The visual strobe shall meet all requirements of the ADA Code. Strobe shall be rated as follows:
 - a. The lamp shall be a xenon strobe type or equivalent.
 - b. The color shall be clear or nominal white, i.e., non-filtered, or clear filtered white light.
 - c. The maximum pulse duration shall be two-tenths of one second (0.2 second) with a maximum duty cycle of 40 percent. The pulse duration is defined as the time interval between initial and final points of 10 percent of maximum signal
 - d. The intensity shall be a minimum of 75 candela
 - e. The flash rate shall be a minimum of 1 Hz and a maximum of 3 Hz.
 - f. Horn strobe units shall flash synchronously with other horn strobes and other strobe only devices in the same zone. System shall hold synchronization for a minimum of 15 minutes.
 - g. The audible portion of the device shall be rated to meet ADA Codes and shall meet the following criterion:
 - 1) The horn shall produce a sound that exceeds the prevailing equivalent sound level in the room or space by at least 15 dba or exceeds any maximum sound level with a duration of 60 seconds, by 5 dba, whichever is louder. Sound levels for alarms shall not exceed 120 dba.
 - 2) Horn strobe units shall be located as shown on the Drawings. Horn strobes shall be mounted at 90 inches above the highest floor level within the space or 6 inches below the ceiling, whichever is lower, per NFPA 7.4.6.1. Strobe mounting height shall not exceed 96 inches per NFPA 7.5.4.
 - 3) No place in common corridors or hallways in which visual alarm signaling appliances are required shall be more than 50 feet from the signal. In corridors, visible notification appliances shall be provided not more than 15 feet from the end with a separation not greater than 100 feet per NFPA 7.5.4.2.5.

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- 4) No place in any room or space required to have a visual signal appliance shall be more than 50 feet from the signal (in the horizontal plane). In large rooms or spaces exceeding 100 feet across, without obstructions 6 feet above the finish floor, such as auditoriums, devices may be placed around the perimeter, spaced a maximum of 100 feet apart, in lieu of suspending appliances from the ceiling.
7. Remote LEDs with stainless steel backplates shall be provided as required by local authorities. Engraved nameplates shall be provided below remote LEDs to indicate position of associated detector(s).
8. Provide a supervised exterior rotating beacon 24 VDC with a red lens. Beacon shall operate on battery standby power 24 VDC for 15 minutes of alarm. Beacon shall be of non-corrosive Lexan plastic construction with an optically designed red lens, a wall-mounting bracket; Neoprene weatherproof gaskets shall also be included. Beacon shall measure over five (5) inches in height for visibility. Location shall be determined by the local fire department.
9. Knox-Box – (existing to remain)
10. Strobe-only units shall be provided and shall meet all requirements of NFPA and ADA codes. Strobe shall be rated as follows:
 - a. The lamp shall be a xenon strobe type or equivalent.
 - b. The color shall be clear or nominal white, i.e., non-filtered, or clear filtered white light.
 - c. The maximum pulse duration shall be two-tenths of one second (0.2 second) with a maximum duty cycle of 40 percent. The pulse duration is defined as the time interval between initial and final points of 10 percent of maximum signal.
 - d. The intensity shall be a minimum of 75 candela.
 - e. The flash rate shall be a minimum of 1 Hz and a maximum of 3 Hz.

D. Wiring and Conduit

1. All fire alarm wire and cable shall be UL listed for fire alarm use and compatible with existing FACP.
2. The electrical contractor shall coordinate the installation of the fire alarm equipment with the manufacturer. All conductors and wiring shall be installed per the manufacturers' recommendations.
3. The fire alarm system wiring shall be Class "A" with end-of-line resistors located in the FACP. Both alarm initiating circuits and communications loop circuits shall be Class "A" type.
4. For fire alarm wiring in concealed areas, fire alarm cable shall be plenum rated type FPLP, with red outer jacket. Installation shall meet requirements of NEC Article 770 and 725. Conductors shall be solid copper #14 minimum, with low-smoke, low-flame type jacket.
5. For exterior fire alarm wiring in buried conduit, fire alarm cable shall be plenum rated type FPLP, with red outer jacket, and rated for use in wet locations. Installation shall meet requirements of NEC Article 770 and 725. Conductors shall be solid copper #14 minimum, with low-smoke, low-flame type jacket.

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6. All conduit shall be run concealed unless otherwise noted. If approved by owner/engineer, fire alarm wiring in exposed areas shall be type THHN insulation. Wire size shall be #14 AWG minimum. All wiring related to the fire alarm system shall be installed in type EMT conduit.
7. All junction boxes shall be sprayed red and labeled "fire alarm".

E. Programming

1. The system shall be field programmable, either by programming switches on the system control unit, or by locally connected PC.
2. A hard copy of the final system configuration showing all inputs, outputs, descriptions, addresses, and programming matrixes shall be provided at final acceptance test.
3. A supervised RS-232 serial port shall be provided to operate a remote printer to print all alarms, trouble conditions, local descriptions, time, and date of occurrence. The remote printer itself is not required.

F. Shop Drawings

1. Shop Drawings shall include both equipment catalog cuts (product data sheets) and one-line riser/interconnect diagrams.
2. Provide battery calculations showing 20% spare capability.
3. Catalog cuts shall indicate descriptive information and technical data and shall be supplied for all equipment including main fire alarm control panel and all remote devices.
4. One-line riser or interconnect drawing shall be supplied via PDF. All fire alarm devices, power supplies, splice cabinets, and transmitting equipment shall be shown with interconnect wire size.

G. Testing

1. The Electrical Contractor shall be responsible for all required fire alarm testing.
2. Prior to formal Fire Department Test, the Contractor shall conduct a preliminary test. The Electrical Contractor and the equipment manufacturer shall completely test the system. The Manufacturer shall issue a letter of acceptability stating that all system components are installed and all remote devices are functioning.
3. After letter of acceptability has been received for the preliminary test, the Electrical Contractor shall conduct the acceptance test, as many times as required. The Electrical Contractor, Equipment Manufacturers Representative, Owner's Representative, Fire Department Representative and Service Company Representative shall conduct the acceptance test in accordance with NFPA 72. Every building fire alarm device shall be tested to ensure proper operation and correct annunciation at the control panel. At least one half of all tests shall be performed on battery standby power.
4. Where application of heat would destroy any detector, it may be manually activated.
5. The communication loops and the indicating appliance circuits shall be opened in at least two (2) locations per zone to check for the presence of correct supervisory circuitry.

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6. When the testing has been completed to the satisfaction of both the Contractor's Job Foreman and the Representatives of the Manufacturer and Owner, the electrician shall provide a completed Inspection and Testing Form per NFPA 72, Section 10.6.2.3.
7. The Contractor shall leave the fire alarm system in proper working order and, without additional expense to the owner, shall replace any defective materials or equipment provided by him under this contract within one year (365 days) from the date of final acceptance by the awarding authority.

H. Manufacturers

1. All system devices including all fire alarm initiating devices, notification devices, and main panels shall be labeled with the Manufacturer's name and logo type. "Hybridized" system (containing equipment from several different manufacturers) are not acceptable.
2. Complete system shall be manufactured by FCI (Fire Control Instruments), AutoCall, Notifier, or equal.

PART 3 - EXECUTION

3.01 MATERIALS AND WORKMANSHIP

- A. Work shall be executed in workmanlike manner and shall present neat, rectilinear and mechanical appearance when completed. Maintain maximum headroom at all times. Do not run conduits or wiring exposed unless shown exposed on drawings. Material and equipment shall be new and installed according to manufacturer's recommended best practice so that completed installation shall operate safely and efficiently.

3.02 DEMOLITION

- A. It is recommended that the Electrical Contractor visit the site before submitting his bid to familiarize himself with the existing conditions and the extent of his work.
- B. All work shall be provided in strict accordance with the Massachusetts Electrical Code, National Codes and all Local Codes, and to the approval of the Engineer and Owner.
- C. Prior to removal from the site, all electrical equipment, conduit and wire shall be examined by the Owner to determine if any materials will be retained for maintenance or salvage purposes. If none of the material is to be retained all materials shall be removed from the site by this Contractor.
- D. All conflicts between existing concealed electrical work and the installation of new work of any trade shall be brought to the attention of the Engineer for resolution prior to proceeding with the work.
- E. Adequate access shall be provided for all new or relocated equipment, pull or junction boxes to comply with codes.

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F. The locations of existing equipment to remain including electrical and fire alarm equipment, etc., are shown in an approximate way only. The Contractor shall determine the exact location of all existing equipment before commencing work. He agrees to be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and protect any and all equipment.

3.03 CONTINUITY OF SERVICES

A. Do not interrupt existing services without Owner's and Engineer's approvals.

3.04 SPECIAL RESPONSIBILITIES

A. Coordinate work of this Section with work of other Sections.

1. Provide information about items furnished under this Section to be installed under other Sections, as necessary.
2. Obtain detailed information from manufacturers of equipment provided under this Section as to proper methods of installation.
3. Obtain final roughing dimensions and other information as needed for complete installation of items furnished under other Sections or by Owner.
4. Keep fully informed of shape, size and position of openings required for material and equipment provided under this and other Sections. Ensure that openings required for work of this Section are coordinated with work of other Sections. Provide cutting and patching as necessary.

B. Coordinate installation and pay back charges to City Building and Fire Departments.

3.05 SPECIAL COORDINATION INSTRUCTIONS

A. Coordination with work of other trades is required. The following special instructions shall also be carefully noted:

1. Locations and mounting height of all wall outlets and lighting fixtures shall be verified with the Engineer prior to roughing-in conduits. Refer to details and wall elevations on the Engineer Drawings; mounting heights indicated on these Engineer Drawings and/or specific dimensional information given to this Contractor by the Engineer shall take precedence over such information indicated on the electrical Drawings.
2. All feeder, branch circuit or auxiliary system wiring passing through pull boxes and/or being made up in panelboards shall be properly grouped, bound, and tied together in a neat and orderly manner, in keeping with the highest standards of the trade, with plastic cable ties.
3. All duplex convenience and power receptacles shall be mounted vertically with the grounding post to the bottom as the outlet is viewed from the front.
4. All miscellaneous hardware and support accessories, including support rods, nuts, bolts, screws, and other such items, shall be of a galvanized or cadmium plated finish, or of other approved rust-inhibiting coatings. Care should be taken that fixtures shall not be installed on both sides of existing or new building expansion joints.

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5. The Electrical Contractor shall provide all materials, equipment, and workmanship to provide for adequate protection of all electrical equipment during the course of construction of the project.
6. The Electrical Contractor shall furnish and install approved insulation at terminal connection points for all electrical conducting materials, such as transformer terminals, terminal studs, and at any other special locations as directed by the Engineer.
7. Prior to installation of conduit and wire, the Electrical Contractor shall coordinate wiring requirements with actual equipment supplied.

3.06 NAMEPLATES

- A. Provide nameplates in or on panelboards, junction boxes and cabinets, and for special purpose switches, motor disconnect switches, remote control stations, starters or other controls furnished or installed under this Section. Nameplates shall designate equipment controlled and function.
- B. Nameplates shall be laminated black bakelite with 1/4" high white recessed letters. Nameplates shall be securely attached to the equipment with galvanized screws. Adhesives or cements shall not be used.

3.07 NEUTRAL WIRING

- A. For 120-volt branch circuit wiring to receptacles, common neutrals shall not be permitted.
- B. Individual neutral conductors shall be installed within the raceways and be run with the branch circuit.
- C. Conductors utilized for neutral wiring shall have type "TW" or better insulation, color coded white.

3.08 WIRING METHODS

- A. Install wire and cable in approved raceways as specified and as approved by authorities that have jurisdiction. Surface metal raceways/conduit shall not be used unless explicitly specified and shown on Drawings. Do not use surface raceways on floor. Do not use armored cable except as approved by local code for FA circuits in suspended ceilings and stud-wall partitions. Homeruns for lighting circuits shall be 3-phase, 4-wire run in conduit.
- B. Wire from point of service connection to receptacles, lighting fixtures, devices, equipment, outlets for future extension, and other electrical apparatus as shown on Drawings. Provide slack wire for connections. Tape ends of wires and provide blank covers for outlet boxes designated for future use.
- C. Conductors #10 and smaller in branch circuit panelboards, signal cabinets, signal control boards, switchboards and motor control centers shall be bundled. Conductors larger than #10 in switchboards, motor control centers and pull boxes shall be cabled in individual circuits.

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- D. Two or more conduits installed instead of single conduit shall contain duplicate conductors, including neutrals and ground conductors where required; total capacity of duplicate conductors shall be at least equal to capacity of conductors replaced.
- E. Follow homerun circuit numbers shown on Drawings to connect circuits to panelboards. Where homerun circuit numbers are not shown on Drawings, divide similar types of connected loads among phase buses so that currents are approximately equal in normal usage. Connect each branch circuit homerun with two or more circuits and common neutral to circuit breaker or switch in three-wire or four-wire branch circuit panelboard so that no two circuits are fed from same bus. Where panelboard cabinets are recessed, provide conduits with sufficient capacity for future conductors for spare branch circuit protective devices and spaces in panelboard; stub up concealed to junction box. Provide extensions above ceiling.
- F. Electrical metallic tubing may be used generally, if approved by local codes, for lighting fixture and receptacle circuits, telephone, inter-communications, signal and instrumentation circuits, and for control circuits. EMT may be used generally, if approved by authorities, in masonry walls, above hung ceilings, in equipment rooms, in mechanical and electrical chases and closets, in exposed locations along ceilings or walls above normal traffic level and where not subject to accidental damage or abuse. Do not run EMT exposed below 8 feet above finished floor. Conduit below 8'-0" AFF exposed shall be rigid steel this shall include the basement area except the new main electric room, the life safety closet and the MDF where EMT may be utilized below 8'-0".
- G. Install connectors and couplings as recommended by manufacturers. Compression fittings shall not be used with rigid steel, intermediate metallic or aluminum conduit. Set screw fittings shall not be used with rigid aluminum conduit and shall not be used for other applications, unless specified and approved by Engineer. If set-screw connectors are used, tighten to imbed screws in conduit.
- H. Conduit in concrete shall be rigid steel. EMT shall not be installed underground, in slabs on grade, in wet locations, in hazardous areas, or for circuits operating at more than 600 V. Buried metallic conduit shall be rigid steel. Run conduit in slabs above bottom steel reinforcing, below top reinforcing and inside beam stirrup, wall reinforcements and column ties.
- I. Rigid non-metallic conduit as specified in Part 2 of this Section may be used, if approved by local authorities, for installation in concrete slabs when installed as required by NEC and manufacturer's requirements. Penetrations from concrete slabs shall be made with rigid steel conduit and rigid steel conduit fittings only.
- J. Maximum outside diameters of raceways in conduit shall be 1/3 slab thickness. No more than two 3/4" raceways shall cross in floor slab at a single point. Submit raceway crossing locations for approval before pouring slabs and relocate at no expense to Owner as directed by Engineer. Lateral spacing of parallel raceways shall be at least 6" on centers. Do not run conduit in slab less than 3" thick without express approval and direction of Engineer.

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- K. Raceways with outside diameters larger than 1/3 slab thickness shall be run concealed in hung ceilings in finished areas, exposed in unfinished Mechanical/Electrical and storage areas, below slabs on grade.
- L. Penetrate waterproof walls of structural slabs and foundation walls only where approved by Engineer. Submit proposed penetration points, size openings and penetration methods to Engineer for approval.
- M. Provide flexible conduits for connections to electrical equipment and to equipment furnished under Divisions 14 and 22 that are subject to movement, vibration or misalignment; where available space dictates; and where noise transmission must be eliminated or reduced. Flexible conduit shall be liquid-tight under following conditions:
 - 1. Exterior locations
 - 2. Moisture or humidity-laden atmospheres (This shall include the basement area)
 - 3. Corrosive atmospheres
 - 4. Where wash-down operations are possible
 - 5. Where seepage or dripping of oil, grease or water is possible
- N. Run concealed conduit and EMT in as direct lines as possible with minimum number of bends of longest possible radius. Run exposed conduit and EMT parallel to or at right angles to building lines. Ends shall be free from dents or flattening.
- O. Conduit and EMT runs shall be mechanically and electrically continuous from service entrance to outlets. Conduit shall enter and be secured to cabinet, junction box, pull box or outlet box with locknut outside and bushing inside, or with liquid-tight, threaded, self-locking, cold-weld wedge adapter. Provide additional locknut for rigid conduit and wrench-tighten locknut for EMT or flexible conduit where circuit voltage exceeds 250 V. Locknuts and bushings or self-locking adapters will not be required where conduits are screwed into tapped connections. Vertical conduit runs that terminate in bottoms of wall boxes or cabinets shall be protected from entrance of foreign material before installation of conductors.
- P. Size rigid steel conduit, EMT and flexible metallic conduit as required by NEC except as specified or shown on Drawings otherwise. Unless shown otherwise on Drawings, telephone conduits shall be at least 1".
- Q. Check raceway sizes to determine that green equipment ground conductor fits in same raceway with phase and neutral conductors to meet NEC percentage of fill requirements. Increase duct, conduit, tubing and raceway sizes shown or specified as required to accommodate conductors.
- R. Unless specified or shown on Drawings otherwise, install conduit and EMT concealed. Unless specified or shown otherwise, conduit and EMT may be run exposed on unfinished walls and unfurred basement ceilings and in unfinished penthouses, attics and roof spaces. Provide stand-off clips for conduits on exterior masonry walls.
- S. Install conduit systems complete before drawing in conductors. Blow through and swab after plaster is finished and dry, and before conductors are installed.

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- T. Expansion/Deflection Fittings: Conduit buried or secured rigidly on opposite sides of building expansion joints and long runs of exposed conduit subject to stress shall have expansion fittings. Fittings shall safely deflect and expand to twice distance of structural movement.
 - 1. Provide separate external copper bonding jumper secured with grounding straps on each end of fitting.
 - 2. Conduits buried in concrete shall cross building expansion joints at right angles; provide expansion fittings as required by manufacturer's instructions. Provide insulated bushings at ends of conduits.
- U. Sealing Fittings: Threaded sealing fittings for rigid steel conduits shall be zinc- or cadmium-coated, cast or malleable iron; sealing fittings for aluminum conduit shall be threaded cast aluminum. Fittings that prevent passage of water vapor shall be continuous drain.
 - 1. Install and seal fittings as required by manufacturer's recommendations. In concealed work, install fittings in flush steel box with blank cover plate.
 - 2. Install sealing fittings at following points, and elsewhere as shown:
 - a. Where conduits enter or leave hazardous areas equipped with explosion-proof lighting fixtures, switches, receptacles and other electrical devices.
 - b. Where conduits pass from warm to cold locations.
 - c. Where required by NEC.
 - 3. Secure conduit system as required by NEC.
- V. Attach pull ropes to conductors with basket-weave grips on pulling eyes. Pull cables that share conduit at same time.
- W. Provide inserts, hangers, anchors and steel supports as necessary.
- X. If approved for use, surface mounted raceway shall be metallic and painted to match walls/ceilings.

3.09 COLOR CODING

- A. Provide color coding for secondary service, feeders, and branch circuits as follows:

<u>PHASE</u>	<u>COLOR</u>
120/208V, 3-phase, 4-wire, wye:	
A	Black
B	Red
C	Blue
Neutral	White
Equipment Ground	Green
120/240V, 1-phase, 3-wire, wye:	
A	Black w/stripe

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B	Red w/stripe
Neutral	White w/stripe
Ground	Green w/stripe

B. Colors shall be factory-applied entire length of conductors by one of the following methods except as noted and limited below:

1. solid color compound
2. solid color coating
3. colored stripping (2 stripes 180 degrees apart)
4. colored bands or hash marks with maximum spacing of 18"
5. colored fibrous covering
6. surface printing every 12", maximum spacing of 18".

C. Branch circuit conductors #12 and #10 shall have solid color compound, solid color coating. Neutrals and equipment grounds shall have solid compound or solid color coating (white, gray and green), except that neutrals with colored stripe shall be used where required by NEC. Conductors #8 and larger with stripes, bands or hash marks shall have background color other than white, green and gray.

D. Solid color coating, stripes, bands or hash marks shall be strongly adherent paint or dye, sufficiently wide and clear to be readily distinguishable after installation.

E. Alternative field-applied color-coding methods may be used for wire #10 or larger, with color code specified in Subparagraph A:

1. Apply 3/4" colored pressure-sensitive plastic tape in half overlapping turns for 6" from all terminal points and in boxes in which splices or taps are made. Apply last two laps of tape with no tension. Do not cover cable identification markings.
2. Identify with nylon, self-extinguishing, self-locking colored cable ties. Ties shall accommodate wire sizes 1/16" through 1-3/4" in diameter and shall not be less than 0.18" wide. Minimum tensile strength shall be at least 50 lbs. Temperature range shall be -65 °F to +350 °F. Provide three ties to each wire at each terminal point starting 3" from terminal and spaced 3" apart and three ties to each wire in boxes where splices or taps are made with special tool or pliers, and cut off excess.

3.10 GROUNDING

A. Provide equipment grounding system as shown on Contract Drawings and in strict conformance with Motorola R56 Standards. Equipment grounding system shall be designed so metallic structures, enclosures, raceways, junction boxes, outlet boxes, cabinets, machine frames, portable equipment and other conductive items in close proximity with electrical circuits operate continuously at ground potential and provide low impedance path for possible ground fault currents.

B. System shall meet NEC requirements, modified as shown on Drawings and as specified in Motorola R56 Standards.

C. Provide separate green insulated equipment grounding conductor for each single or three-phase feeder and each branch circuit. Install grounding conductor in common conduit

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with related phase or neutral conductors, or both. Parallel feeders installed in more than one raceway shall have individual full size green insulated equipment ground conductors.

- D. Determine numbers and sizes of screw terminals for equipment grounding bars in panelboards and other electrical equipment. Provide screw terminals for active circuits, spares and spaces.
- E. Provide green insulated grounding conductor in same raceway with associated phase conductors, as follows:
 - 1. From green ground terminals of receptacles to green 10-32 washer-in-head outlet box machine screw.
 - 2. From green 10-32 washer-in-head machine screw in ceiling outlet box or junction box through flexible metallic conduit to ground terminal in fixture.
 - 3. From green 10-32 washer-in-head machine screw in ceiling outlet box or junction box through flexible metallic conduit to green 10-32 washer-in-head machine screw in switch outlet box in movable partitions.
 - 4. From green 10-32 washer-in-head machine screw in junction box or disconnect switch through flexible metallic conduit to ground terminal in connection box mounted on single phase fractional horsepower motor.
 - 5. From (distribution panel) equipment ground bus to panelboard equipment ground bus.
 - 6. From (distribution panel) equipment ground bar to equipment grounding bar on busway.

3.11 FIRESTOPPING INSTALLATION

- A. Install firestopping assembly at locations shown and as specified in accordance with UL FRD systems or FM P7825 designs, and as recommended by manufacturer. Do not cover or enclose firestopped areas until approved by the Owner's Representative.
 - 1. Firestopping Locations: Completely fill openings around penetrating items with firestopping material to prevent spread of fire in the following locations:
 - a. Around duct, cable, conduit, piping, and their supports that penetrate fire-rated above grade floor slabs, interior partitions, and exterior walls.
 - b. Around openings and penetrations through fire-rated ceiling assemblies.
 - c. Around penetration of vertical fire-rated service shafts.
 - d. Around openings and penetrations through fire-rated enclosures.
 - e. Other locations indicated.
 - 2. Filling of Voids: Completely fill voids flush with the surface; the depth of material shall be in accordance with UL FRD or FM P7825. Firestopping for filling voids in floors in which smallest dimension of a void is 4" or more shall support the floor design load or be protected by a permanent barrier. Damaged, disrupted, or removed firestoppings shall be replaced with new firestoppings as specified in this section.
 - 3. Insulated Pipes and Ducts: Cut and remove thermal insulation where pipes or ducts pass through firestoppings. Replace thermal insulation with a material

having equal thermal insulating characteristics and equal firestopping characteristics.

3.12 FIRE ALARM SYSTEM INSTALLATION

- A. Equipment and devices shall be installed and energized in accordance with the manufacturer's published instructions.
- B. Conformance to Codes: The installation shall comply with the requirements and recommendations of NFPA 70 and ANSI C2.
- C. Verification of Dimensions: The Contractor shall become familiar with details of the work, shall verify dimensions in the field, and shall notify the Owner's Representative of any discrepancy before performing any work.
- D. Spare Accessory Storage: A cabinet shall be provided for storage of equipment accessories as necessary, including spare fuses, fuse tongs, switch sticks, and other tools and located where indicated. Shelves or other appropriate supporting methods shall provide an individual space for each type of item stored.
- E. Equipment Installation
 1. Equipment Finishes: Equipment shall be carefully installed so as not to scratch finishes. After installation, finished surfaces shall be inspected and scratches touched up with a finish provided by the manufacturer especially for this purpose.
 2. Supports: Enclosures and enclosure supports shall be installed in accordance with manufacturer's instructions. Supports shall consist of anchored channels leveled and then embedded in the concrete foundation. Channels, anchors, shims, or other leveling items shall be installed in accordance with the recommendations of the equipment manufacturer.
 3. Incoming Line Surge Arresters: Surge arresters of the [station] type shall be provided on each phase of each incoming line circuit, and mounted on station structures as shown.
- F. Manufacturer's Field Service
 1. Onsite Training: The Contractor shall conduct a training course for the operating staff as designated by the Owner's Representative. The training period shall consist of a total of 48 hours of normal working time and shall start after the system is functionally completed but prior to final acceptance tests. The course instruction shall cover pertinent points involved in operating, starting, stopping, servicing the equipment, as well as all major elements of the operation and maintenance manuals. Additionally, the course instructions shall demonstrate all routine maintenance operations.
 2. Installation Engineer: After delivery of the equipment, the Contractor shall furnish one or more field engineers, regularly employed by the equipment manufacturer to supervise the installation of the equipment, assist in the performance of the onsite tests, initial operation, and instruct personnel as to the operational and maintenance features of the equipment.

G. Acceptance: Final acceptance of the facility will not be given until the Contractor has successfully completed all tests and after all defects in installation material or operation have been corrected.

3.13 SLEEVES, INSERTS, AND SUPPORTS

- A. Furnish and install all inserts, conduit hangers, anchors and steel supports necessary for the support and installation of all electrical equipment.
- B. Where openings are required in walls and floors for the passing of raceways, the openings shall be by the Electrical Contractor in such a manner so as not to interfere with the fireproof integrity of the building.
- C. The Electrical Contractor is responsible for the location of - and maintaining the proper position of sleeves - inserts and anchor bolts supplied and/or set in place.

3.14 SALVAGE

- A. The Electrical Contractor shall remove all electrical equipment not to be used.
- B. All electrical equipment removed and deemed salvageable by the Owner shall be stored in an area designated by the Owner.
- C. Any electrical equipment removed that is not desired by the Owner shall be disposed of at the expense of the Electrical Contractor.

3.15 SUPPORTS AND ATTACHMENTS

- A. Boxes and pendants for surface-mounted fixtures shall be supported in an approved manner. Boxes and supports shall be fastened with bolts and expansion shields on concrete or brick, with toggle bolts on hollow masonry units, with machine screws on steel work with locknuts. Threaded studs shall be provided with lock-washers and nuts.

3.16 QUIET OPERATION

- A. All equipment and material furnished by the Electrical Contractor shall operate under all conditions of load without objectionable noises or vibrations, which, in the opinion of the Engineer, is objectionable. Where sound or vibration conditions arise which are considered objectionable by the Engineer, the Electrical Contractor shall eliminate same in a manner approved by the Engineer.

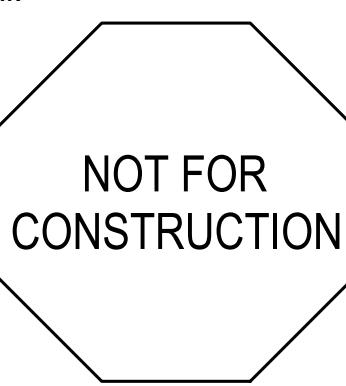
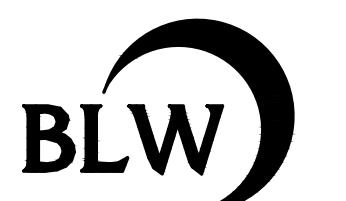
3.17 TESTING, INSPECTION AND CLEANING

- A. Furnish all labor, material, instruments, supplies, and services and bear all costs for the accomplishment of tests herein specified. Correct all defects appearing under test. Repeat the tests until no defects are disclosed. Leave the equipment clean and ready for use.
- B. The Electrical Contractor shall perform any test other than herein specified which may be specified by legal authorities or by agencies to whose requirements this work is to conform.

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- C. Test system free from short circuits and grounds with insulation resistances not less than outlines in the National Electrical Code. Provide testing equipment necessary and conduct test in presence of the Owner's authorized representative.
- D. Test and inspect work provided under this Section as required by Contract Documents, codes, standards and authorities that have jurisdiction, to satisfaction of Engineer. Notify Engineer and authorities at least 48 hours before testing or inspection. Do not cover work before testing or inspection.
- E. Furnish Engineer with certificates of testing and inspection for electrical systems, indicating approval of authorities that have jurisdiction and conformance with requirements of Contract Documents.
- F. Verify and correct as necessary: voltages, tap settings, trip settings and phasing on equipment from secondary distribution system to points of use. Test secondary voltages at bus in main switchboard, at panelboards, and at other locations on distribution systems as necessary. Test secondary voltages under no-load and full-load conditions.
- G. Provide necessary testing equipment and testing.
- H. Failure or defects in workmanship or materials revealed by tests or inspection shall be corrected promptly and retested. Replace defective material.
- I. Equipment
 - 1. After completion of project, clean the exterior surface of equipment included in this section, including concrete residue.
- J. The electrical contractor shall provide complete certification of completion for the fire alarm system prior to final inspection and testing.
- K. The final inspection and test shall include the following:
 - 1. Testing of the Fire Alarm System in accordance with code and the local AHJ.

END OF SECTION

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BLW  BLW Engineers, Inc. 311 Great Road, P.O. Box 1351 Uxbridge, MA 01660-1351 T: 508.486.4301 F: 508.428.0067 www.blwengineers.com HAC* Electrical *Plumbing *Fire Protection																											
Client: TOWN OF MEDFIELD 459 MAIN ST, MEDFIELD MA 02052																											
Submission: BID SET 12/18/2024																											
Revision: 																											
Project: 																											
MEDFIELD PUBLIC LIBRARY FIRE ALARM UPGRADE 459 Main St, Medfield, MA																											
<h1>TOWN OF MEDFIELD</h1> <h2>PUBLIC LIBRARY</h2> <h2>FIRE ALARM PROJECT</h2> <p>Town of Medfield 459 Main Street Medfield, MA 02052</p>  <p>DRAWING INDEX:</p> <table> <tr> <td>TS</td> <td>-</td> <td>TITLE SHEET</td> </tr> <tr> <td>FA-001</td> <td>-</td> <td>LEGEND, RISER DIAGRAM, AND DETAILS</td> </tr> <tr> <td>FAD-100</td> <td>-</td> <td>FIRE ALARM DEMOLITION - ALL FLOORS</td> </tr> <tr> <td>FA-100</td> <td>-</td> <td>FIRE ALARM PROPOSED - ALL FLOORS</td> </tr> </table> <p>THIS MATERIAL IS CONFIDENTIAL AND MAY NOT BE DISCLOSED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM BLW ENGINEERS INC. COPYRIGHT BLW ENGINEERS INC.</p> <p>Project No.: 24111 Drawn By: RG Checked By: CM Scale: AS NOTED Title: TITLE SHEET Drawing No.: TS</p>																TS	-	TITLE SHEET	FA-001	-	LEGEND, RISER DIAGRAM, AND DETAILS	FAD-100	-	FIRE ALARM DEMOLITION - ALL FLOORS	FA-100	-	FIRE ALARM PROPOSED - ALL FLOORS
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TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **4th of March** in the year **Two Thousand and Twenty Five** between **Suburban Glass & Mirror Co., Inc.** with a usual place of business at **60 Powdermill Rd. Acton, MA 01720** hereinafter called the **CONTRACTOR**, and the **Town of Medfield**, with a usual place of business at **459 Main Street, Medfield, MA, 02052**, hereinafter called the **OWNER**.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

The Contract Documents consist of this Agreement together with the Town of Medfield's scope of work document dated 1/7/2025 inclusive of addendums 1 & 2 (Attachment A) and Contractors proposal dated 1/29/2025 (Attachment B) for scope and pricing only.

The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Work

The scope of work includes supplying all labor, materials and equipment to make repairs to select windows at the Medfield Public Library. The project is to be completed in two phases. Starting with resealing exterior windows on the original building, followed by restoring the interior elements of the same windows in accordance with the Town of Medfield's scope of work document inclusive of addendums 1 & 2. Note that addendum 2 includes restoration of an additional window in the Periodical Room not located on an exterior wall.

3. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of \$43,840.00**

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work **before May 16th, 2025.**

- A. Definition of Term: The Term "Substantial Completion" shall mean the date certified by the Owner when services are sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterrupted at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.

5. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
 - (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for the cost of the permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He

shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
6. Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

8. Payment for Work

The Town shall pay the Contractor in the amount of **\$43,840.00** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the

Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. Insurance

The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of Medfield as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in Town and contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR: *Suburban Glass
+ Mirror Co., Inc.*

By: 

Name: Danny Landry

Title: General Manager

OWNER: Town of Medfield

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that

_____ has paid all
name of contractor

Massachusetts taxes and 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

W

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20____.

Clerk of Corporation

SEAL





SCOPE OF WORK:

Public Library Window Preservation
Town of Medfield, MA

January 7, 2025

The Medfield Public Library was originally constructed back in 1917, with a more recent addition that was completed in 1998. The windows on the original building have been damaged by water infiltration in the past, and as a result there is damage to the windows and the surrounding walls. The intent of this project is to ensure there is a weather-tight envelope around the windows by replacing the existing sealant, then restoring the condition on the inside of the building by repairing the damaged walls and window elements.

PROJECT LOCATION

Public Library
468 Main Street
Medfield, MA 02052

M.G.L. STATUTE

Chapter 149 - Building Construction Contracts

CONTACT INFORMATION

Ben Jachowicz
Project Manager
508-359-8505 x 3369
bjachowicz@medfield.net

SITE VISIT

A site visit will be held on Wednesday, January 22, 2025 starting at 9:00 AM. Notify Ben forty-eight (48) hours in advance if you plan on attending.

QUESTIONS

Questions or Requests for Information (RFIs) are due on Friday, January 24, 2025 by 5:00 PM. Please email questions directly to Ben. Questions will be compiled and shared with all planholders via email by Monday, January 27, 2025 by 5:00 PM.

BID DUE DATE

Bids are due on Friday, January 31, 2025 before 5:00 PM. Bids should be emailed directly to Ben in PDF format before the due date.

EXPERIENCE

Bidders should have a minimum of eight (8) years of experience with window restoration projects of similar nature. See attached reference sheet (Bid Form A).

BASE SCOPE OF WORK

1. Project Planning & Site Preparation:

- a. Secure necessary permits to complete the project
- b. Implement protective measures around the work areas, including coverings for surrounding surfaces and windows to prevent damage.
- c. Conduct an inspection of the windows, control joints, and surrounding areas to document existing conditions and confirm the scope of damage.

2. Removal of Existing Sealant:

- a. Carefully remove existing, deteriorated sealant from around each of the six (6) windows and control joints, taking care to protect the existing brickwork and window elements.
- b. Use appropriate tools and techniques to avoid damaging the window frames, masonry, or mortar joints.
- c. Clean the surfaces to ensure proper adhesion of the new sealant.

3. Application of New Sealant:

- a. Apply a high-quality, UV-resistant, silicone sealant that is compatible with both the historic brick and the window framing materials. Provide and install backerrod to fill in around windows as needed.
- b. Ensure the selected sealant aligns with historic preservation guidelines for materials in terms of appearance and durability.

- c. Properly prime the surfaces if required, and ensure even, thorough application around each window frame and control joint.
- d. Inspect the applied sealant for continuity and perform any necessary touch-ups to guarantee a complete seal against water intrusion.

4. Inspection and Water Testing:

- a. Allow the new sealant to cure as recommended by the manufacturer.
- b. Conduct water testing to verify that the replaced sealant effectively prevents water infiltration.
- c. Address any sealant deficiencies identified in the testing process.

5. Final Inspection and Documentation:

- a. Conduct a final inspection with project stakeholders to ensure all sealant applications and restorations meet quality standards.
- b. Document the materials, techniques, and locations of work performed for future reference and maintenance.
- c. Provide a final report summarizing the work completed, including photos and a list of materials used, for record-keeping and historical documentation.

6. General Considerations:

- a. Historic Preservation Compliance: Ensure all work aligns with historic preservation standards, including those related to materials and methods.
- b. Safety Measures: Follow all applicable safety protocols, including the use of scaffolding or lifts, as necessary, for safe access to windows.
- c. Weather and Environment: Monitor weather conditions and avoid applying sealant during adverse conditions to ensure optimal bonding and curing.

7. Deliverables:

- a. Fully sealed exterior windows and control joints with new, historically compatible sealant.
- b. Restored interior window areas, including water-damaged drywall, to pre-damage appearance.

- c. Comprehensive project documentation, including before-and-after photos, water test results, and a materials list.

8. Timeline:

- a. Schedule: Provide a detailed project schedule, including start and completion dates. Ensure minimal disruption to the building's operations. The project needs to be completed by May 2, 2025.

9. Warranty:

- a. Provide a 1 - year warranty on workmanship and materials

10. Prevailing Wage Rate:

- a. In accordance with M.G.L. this project is subject to the prevailing wage rate.

11. Bonding Requirements:

- a. In accordance with M.G.L. if the proposal amount is greater than \$25,000 a payment bond equal to 50% of the contract total will be required.

12. Submission Requirements:

- a. Detailed bid proposal including cost breakdown ✓
- b. Proof of licensing, insurance, and bonding (if applicable) ✓
- c. References from similar projects completed in the past five years ✓
- d. Proposed project schedule ✓
- e. Warranty information for the work performed ✓

The Town of Medfield reserves the right to accept or reject any and all bids, to waive any irregularities or informalities in the bidding process, and to make the award in the best interest of the Town.

CONSTRUCTION COST - BASE BID

The grand total should be broken down into labor, materials, and equipment equal to the total to perform the scope of work.

LABOR:	\$ <u>7,200.00</u>
MATERIALS:	\$ <u>1,425.00</u>
EQUIPMENT:	\$ <u>3,500.00</u>

ALTERNATE

INTERIOR SCOPE OF WORK: PHASE II - ALTERNATE BID

NOTE that the scope below is to be priced as an ALTERNATE to the base bid. The project will be awarded based on the exterior scope of work. The Town may decide to add this work in addition to the exterior work if deemed in the best interest of the Town

Precautions:

- a. The Windows and trim may contain lead paint.
- b. All work shall be in accordance to State Regulations with regards to Lead paint removal and disposal.
- c. Contractor shall take precautions performing carpentry work to minimize paint damage. If work is to be performed on site.
- d. Contractor shall install protective tarps or covers over floors, shelving, masonry, etc. to assure materials are contained and dust controlled.
- e. All disposable materials shall be removed at the end of each work day.

Interior Water Damage Restoration:

- f. Identify all areas of water damage around the six (6) interior window frames, wood, elements and adjacent plaster walls.
- g. Remove damaged plaster and wood materials, taking care to minimize dust and protect the surrounding area.
- h. Restore any water-damaged window components, including sashes, frames, and moldings, using historically appropriate materials and finishes.
- i. Repair or replace damaged plaster and wood elements, ensuring smooth integration with existing interior finishes.
- j. Prime and paint the restored areas to match the existing interior aesthetics.

LABOR:	\$ <u>25,200.00</u>
MATERIALS:	\$ <u>6,315.00</u>
EQUIPMENT:	\$ <u>N/A</u>

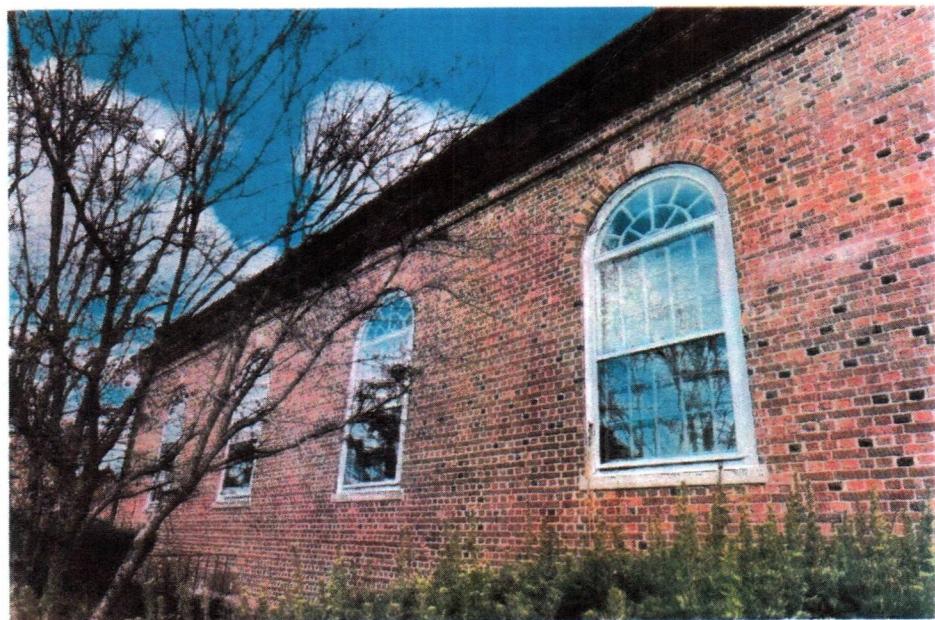
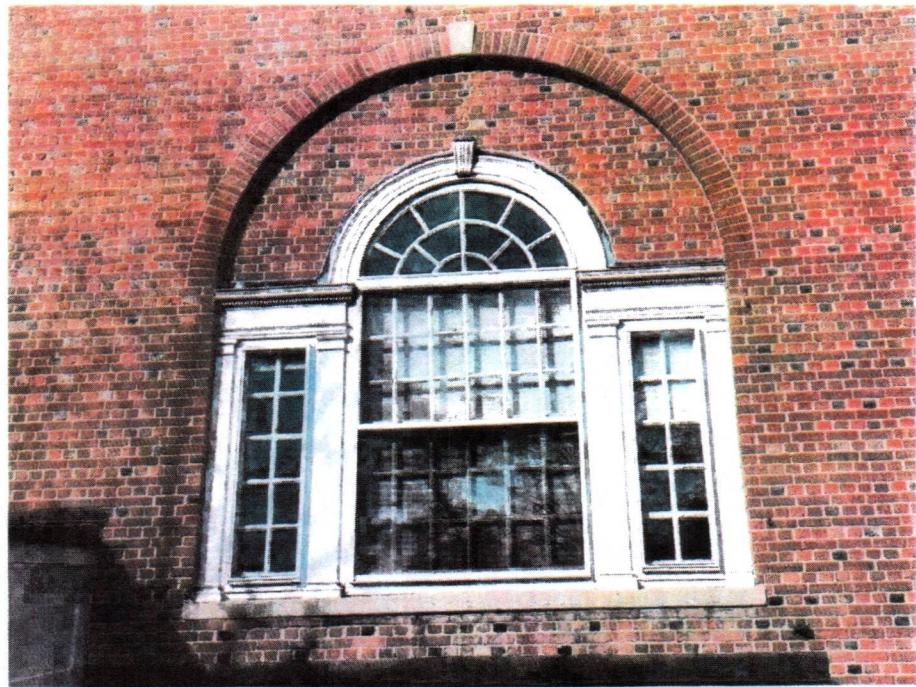
UNIT COSTS

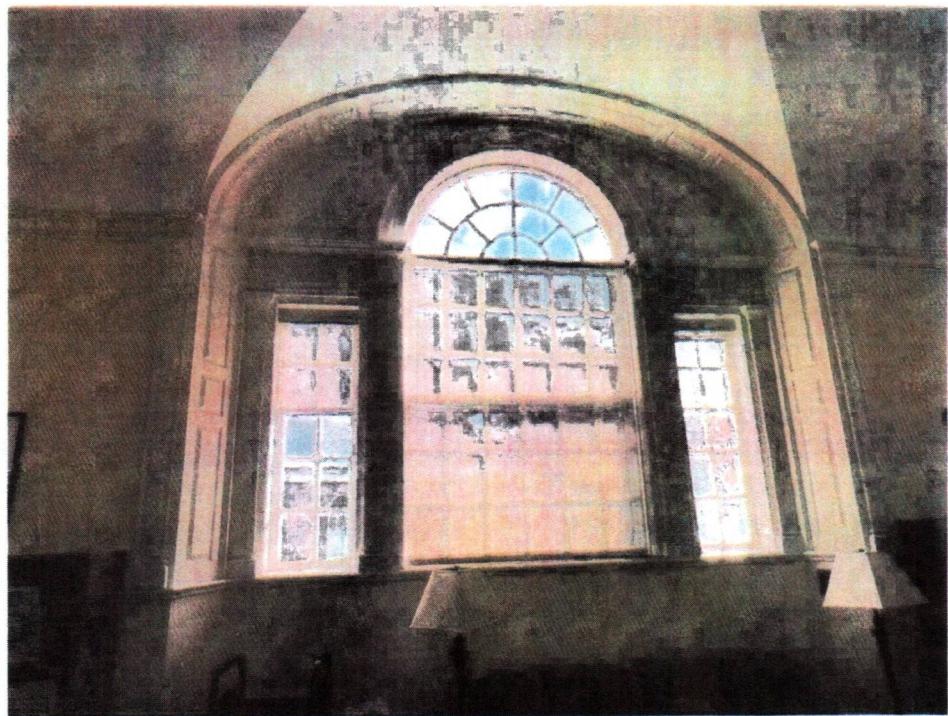
1. Cost per additional LF of exterior sealant \$ 10.00
2. Cost per additional SF of interior wall repair \$ 8.00

ATTACHMENTS

The following sections are included in the appendices and are part of this contract

- Current Conditions Photos
- Sample Contract Agreement







Commonwealth of Massachusetts
Division of Occupational Licensure
Board of Building Regulations and Standards
Construction Supervisor

CS-067473

JOSEPH J PENDERGAST
65 CULLODEN DR
CANTON MA 02021

Expires: 06/09/2026



Commissioner

Sarah R. Wilkinson

Construction Supervisor
Unrestricted - Buildings of any use group which contain less than
35,000 cubic feet (991 cubic meters) of enclosed space.

Failure to possess a current edition of the Massachusetts State
Building Code is cause for revocation of this license.
Contact OPSI: (617) 727-3200 or visit www.mass.gov/dpl/opsi

11



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY AND ITS AFFILIATES
INCLUDING PRIMARY SOURCE INSURANCE AGENCY
121 E. PARK SQUARE
OWATONNA, MN 55060

INSURED
SUBURBAN GLASS & MIRROR CO., INC.
60 POWDERMILL RD
ACTON, MA 01720-5930

CONTACT NAME: CLIENT CONTACT CENTER	FAX (A/C, No. Ex): 888-333-1946
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B: NAUTILUS INSURANCE COMPANY	17370
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERS

CERTIFICATE NUMBER: 711

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PER LTR	TYPE OF INSURANCE	APPL SUB INVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	N	N	6126429	10/12/2024	10/12/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (\$6 occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMP/OP ACC \$2,000,000	
A	X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6126428	10/12/2024	10/12/2025	COMBINED SINGLE LIMIT (\$8 accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION	N	N	6126430	10/12/2024	10/12/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	N	1808245	10/12/2024	10/12/2025	X PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE SA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	CONTRACTORS POLLUTION LIAB AND PROFESSIONAL LIAB	Y	Y	CPP2041528-11	10/12/2024	10/12/2025	EACH LIMIT \$2,000,000 AGGREGATE \$2,000,000	

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

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - COVERAGE B - SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT FOR CONTRACTORS POLLUTION LIABILITY/ PROFESSIONAL LIABILITY. THE CONTRACTORS POLLUTION LIABILITY/ PROFESSIONAL LIABILITY COVERAGE CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE SUBROGATION - COVERAGE PART B.

CERTIFICATE HOLDER

CANCELLATION

711 0

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

AUTHORIZED REPRESENTATIVE



January 8, 2025

Commonwealth of Massachusetts
Division of Capital Asset Management & Maintenance
One Ashburton Place
Boston, MA 02108

Re: Suburban Glass & Mirror Co., Inc.

To Whom It May Concern:

I understand that Suburban Glass & Mirror Co., Inc. is currently bidding or is desirous of bidding projects to your organization.

This is to advise you that, based upon our current information, we are willing to entertain bonds for this organization for construction contracts up to the amounts of \$2,500,000 (Single Job) / \$4,000,000 (Aggregate), subject to the usual underwriting criteria. Granite is an "A+" rated company by A.M. Best, with a financial size of XV (\$2 billion or greater). Granite Re, Inc. is a federally approved surety by the United States Department of the Treasury.

Please understand that any arrangement for surety credit is a matter between contractor/applicant and ourselves and we assume no liability to any third parties if for any reason we do not supply bonds.

This letter is not an assumption of liability nor is it a bond. It is issued only as a letter of recommendation on behalf of our client.

Sincerely,

Cole D. Daugherty, AFSB
Underwriter

Professional References - Attachment A

Customer: Jumbo Capital
Mailing Address: 1900 Crown Colony Quincy MA, 02169
Period of Service (MM/YYYY): 11/2024 through 01/2025
Is this a Municipal or other Governmental Unit?: No
Project Name: Wall Flashing
Primary Contact: Joe Ferracane Title: Project Manager
Telephone: 617-991-4217 Ext: _____
Email: jferracane@jumbocapital.com

Customer: Lincoln Properties
Mailing Address: 1 Constitution Rd Charlestown, MA 02129
Period of Service (MM/YYYY): 10/2024 through 12/2024
Is this a Municipal or other Governmental Unit?: No
Project Name: Façade Repairs
Primary Contact: Gretchen Sission Title: Project Manager
Telephone: 617-242-8645 Ext: _____
Email: gsisson@lpc.com

Customer: Jones Lang Lasalle
Mailing Address: 100 Crosby Dr Bedford, MA 01730
Period of Service (MM/YYYY): 07/2024 through 11/2024
Is this a Municipal or other Governmental Unit?: No
Project Name: Façade Repairs
Primary Contact: Jen Giarla-Salsgiver Title: Project Manager
Telephone: 617-785-9679 Ext: _____
Email: jennifer.giarla@am.jll.com

Customer: Sunset Rock
Mailing Address: 1 Tech Dr Andover MA, 01810
Period of Service (MM/YYYY): 08/2024 through 11/2024
Is this a Municipal or other Governmental Unit?: No
Project Name: Skylight Repairs
Primary Contact: Matthew Wessling Title: Architect
Telephone: 617-773-8150 Ext: _____
Email: mwessling@wesslingarchitects.com

(A minimum of 4 references are required)

Medfield Library Paint And Sealant Job

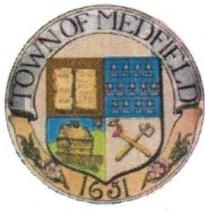
Project Schedule

Painting and Prep-

Work to be once approved. Scheduled completion to take 2-3 weeks from start date. This is with normal business hours during the week. Weekend work if permitted may shorten lead time. Weather is not a factor. Work can begin on the first available day after approval

Outside Sealant of window frames and control joints-

Weather will be a factor. Scheduled completion to take 1-2 weeks. This is with normal business hours. Rain, cold, Police detail availability will all play a role in timetable. Work can begin once the weather and temperature improves.



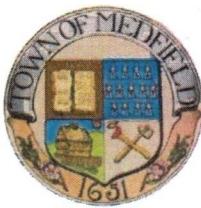
Town of Medfield

**459 Main Street
Medfield, MA 02052**

**Ben Jachowicz, PM
Phone: 508-359-8505 x 3369**

**FAC 2025-01
Library Window Preservation
Due Date Extension - Addendum #1
Dated 1/14/2025**

This Addendum #1 is an extension to the due date for bids. Bids will now be due on 2/5/2025 by 5:00 PM



Town of Medfield

459 Main Street
Medfield, MA 02052

Ben Jachowicz, PM
Phone: 508-359-8505 x 3369

FAC 2025-01
Library Window Preservation
RFIs & Responses - Addendum #2
Dated 1/24/2025

This Addendum #2 includes the following questions & responses #1-6

1. **Question:** The base bid scope of work: 7b. there is reference to: "Restored interior window areas, including water-damaged drywall, to pre-damage appearance" Please advise?
Answer: *This item should be deleted from the base bid scope of work. This only applies to the alternate.*

2. **Question:** What will the working hours be? For the interior work, will the spaces be closed down?
Answer: *The work can take place during normal working hours (7AM-3PM), the interior work in each area will need to be closed down for containment purposes. The library typically opens at 10 AM each day but they are amenable to closing each area while repairs are taking place.*

3. **Question:** There is an additional window in the Historical Room (Periodical Room) it is not located on an exterior wall but should it be included in the scope?
Answer: *This window (7th window) should be included as an alternate price to 'restore' the appearance as described in the Alternate scope item.*

4. **Question:** What type of sealant should be used on the exterior?
Answer: *DOW 795 structural sealant or equal*

5. **Question:** How will Police Details be handled?
Answer: *Police details will be coordinated by the Town, but the contractor needs to provide advance notice (minimum 72 hours).*

6. **Question:** The completion date is listed as May 2, 2025. The exterior work will be weather dependent. Is this a hard deadline?
Answer: *The completion date can be revised to the end of the month: May 30, 2025*



Suburban Glass & Mirror, Inc
60 Powdermill Rd. Acton, MA. 01720

Proposal

88147

Date: 01/29/2025

Billed To: Town of Medfield
459 Main St
Medfield MA 02052

Job # 43283
Project: 468 Main St
Library Window Preservation
Medfield MA
Ben Jachowich
774-249-8523

This quote is valid until: 04/05/2025

Scope:

SGM will supply all materials, labor & equipment in accordance to the Scope of Work provided for the "Public Library Window Preservation" project dated 1/7/2025. Pricing details are as follows;

Base Scope of Work - \$12,325.00

Labor- \$7,200.00

Materials- \$1,625.00

Equipment- \$3,500.00

Alternate Interior Water Restoration Damage - \$31,515.00

Labor- \$25,200.00

Materials- \$6,315.00

Unit Costs:

1. Cost per additional LF of exterior sealant- \$10.00
2. Cost per additional SF of interior wall repair- \$8.00

Submission Requirements-

- Detailed Bid Proposal Including Cost Breakdown- This document
- Proof of Licensing, Insurance & Bonding- See added documents
- References from similar projects completed in the past five years- See added documents

Exclusions to bid:
Unforeseen conditions,

Suburban glass and mirror co. Inc. Is not responsible for accidental damage to customer's glass in the removal, transport, storage or install of said items.
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this price. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation insurance.
This price is valid for thirty (30) days.

Total	0.00
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11

Service Quote

Proposal#: 88147

Continued...

Date: 01/29/2025

- Proposed project schedule- See added documents
- Warranty information for the work performed- Warranty is 1 year (365 days) from the finish date of the project

All required bonds included in pricing

Suburban Glass & Mirror Co., Inc. is a MA State approved vendor within all trades needed for this project- TRD01-04

Prevailing Wage Rates and Laws Apply

AMENDMENT NO. 2

TO

AGREEMENT FOR DESIGN SERVICES

Between

TOWN OF MEDFIELD
Medfield Town House
459 Main Street
Medfield, MA 02052

And

BETA GROUP, INC.
701 George Washington Highway
Lincoln, RI 02865

For

Council on Aging Garage Design
Medfield, MA

THIS AMENDMENT No. 2 made this 31st Day of January 2025, between the **Town of Medfield**, hereinafter called the “TOWN”, and **BETA Group, Inc.**, hereinafter called the “CONSULTANT”, amends the “AGREEMENT FOR DESIGN SERVICES” BETWEEN TOWN and CONSULTANT for Council on Aging Garage Design, dated July 20, 2024, and Amendment No. 1, dated October 9, 2024.

WHEREAS, the during the design of the PROJECT additional time is required to complete the services of the CONSULTANT, and

WHEREAS, TOWN and CONSULTANT have mutually agreed that the Contract Term is required to be amended;

NOW THEREFORE, in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

AMENDMENT

A.) Amend PARAGRAPH 5 CONTRACT TERM as follows:
Revised the Contract Term end date of January 31, 2025 to July 31, 2025.

All terms and conditions of the AGREEMENT and all prior AMENDMENTS remain in full force except as specifically modified by this AMENDMENT NO. 2.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment the day and year first written above.

MEDFIELD SELECT BOARD

By: _____

By: _____

By: _____

TOWN OF MEDFIELD

Kristine Trierweiler, Town Administrator

Approved as to Form:

Mark G. Cerel, Town Attorney

BETA GROUP, INC.

By: *Mark G. Cerel*

Title: President & CEO

METROPOLITAN CORPORATION

ELECTRICAL CONTRACTORS

840 Main Street
Millis, MA 02054
Phone 508-376-2061 Fax 508-376-4410

INVOICE

DATE:
11/30/2024

INVOICE #
M-5898

Bill To:
Town of Medfield
Parks & Recreation
459 Main St.
Medfield, MA 02052

For:
Baxter Park
Lighting Control

DESCRIPTION	AMOUNT
11/22-11/25 Disconnect and remove existing 24 relays and PLC that was not working. Furnish and install 2 new 12 pole lighting contactors and rewire all lighting circuits as required. Test and label all outlets.	
Total Due as quoted	\$ 2,175.00
Payable Upon Receipt	
	TOTAL \$ 2,175.00

Make all checks payable to Metropolitan Corporation

METROPOLITAN CORPORATION

ELECTRICAL CONTRACTORS

840 Main Street
Millis, MA 02054
Phone 508-376-2061 Fax 508-376-4410

INVOICE

DATE:
10/31/2024

INVOICE #
M-5880

BILL TO:
Town of Medfield
459 Main St.
Medfield, MA 02052

FOR:
Parks & Rec
Baxter Park

DESCRIPTION	AMOUNT
Trouble shoot why GFCI outlets are not working. Found PLC failing to energize programmed relays. Unable to correct PLC. Bypass wiring to all 24 relays to allow receptacle outlets to work and be controlled by circuit breakers.	
Straighten and resecure 20 outlet pedestals and replace 2 damaged GFCI outlets and 2 in-use weatherproof covers, all damaged by lawn mower.	
Total due	\$ 1,341.00
Payable Upon Receipt	TOTAL \$ 1,341.00

Make all checks payable to Metropolitan Corporation

THANK YOU FOR YOUR BUSINESS!



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES, RE: SITE PLAN FOR MODULAR TO BE LOCATED AT HINKLEY POND

CONTRACT #

STATE CONTRACT # (if applicable) _____

This Contract is made this 4 day of March 2025 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and BETA Group, Inc. of 701 George Washington Highway, Lincoln, RI 02865 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town requested a proposal for a site design for a modular unit to be located at Hinkley Pond hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work required for the Program, and the Town has decided to award the contract therefore to the Contractor,

NOW, THEREFOR, the Town and the Contractor agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Town and to expire December 31, 2025. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. Town will make payments to Contractor based upon work completed. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional services will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants performing

similar services. Contractor warrants and represents that it is familiar with Federal, State, and local regulations as well as private industry standards, relating to roadway layout, design and construction, including intersections and traffic controls, stormwater, zoning, landscaping, and hazardous materials.

9. Contractor's Personnel: The Contractor's employees and Contractor's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Contractor shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Contractor. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Contractor is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Contractor shall notify the Town should coverage become unavailable during that period. The Contractor shall obtain and provide a certificate of insurance for each consultant employed or engaged by Contractor, evidencing the existence of the same type of policy and coverage.

The Contractor shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Contractor shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Contractor to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is

not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

15. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

16. Termination:

- a. For Cause - The Town shall have the right to terminate this Agreement if
 - (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

17. Notice: Any notice required to be given to Contractor under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: BETA Group, Inc. of 701 George Washington Highway, Lincoln, RI 02865 or such other address as Contractor from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Contractor under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Town of Medfield, Attn: Town Administrator, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Contractor and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

18. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

19. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project,

the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

20. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

(Contractor)

Select Board

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____, does hereby certify under the pains and penalties of perjury that
_____ has paid all
name of contractor

Massachusetts taxes and 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

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20____.

Clerk of Corporation
SEAL

February 14, 2025

Mr. Frank Gervasio
Assistant Town Administrator
Town of Medfield

**Re: Proposal for Professional Services – Hinkley Pond Modular Structure
55-59 Green Street, Medfield, Massachusetts**

Dear Mr. Gervasio,

BETA Group, Inc. (BETA) is pleased to provide this proposal to the Town of Medfield. ("Town" or "CLIENT") to provide engineering, design, and permitting services associated with the proposed modular building to be located at 55-59 Green Street, Medfield, Massachusetts.

PROJECT DESCRIPTION

The PROJECT includes the installation of a modular structure (approximate dimensions of 48' x 60') and associated limited site work at the Hinkley Pond property located at 51 Green Street in Medfield. The Town has provided plans for the proposed modular structure, record survey plan (PDF) for the project site and has provided some general guidance on desired location. The PROJECT will include the following tasks: preparing a conceptual site plan; preparing Issued for Permitting (IFP) site plans; and preparing Permitting Submittals.

SCOPE OF SERVICES

ENGINEER'S services shall be as listed below.

TASK 1: PREPARATION OF CONCEPTUAL SITE PLAN

Under this task, BETA will prepare a conceptual site plan depicting the location of the proposed modular structure. The proposed location of the garage building will be based on guidance from the Town of Medfield. Detailed design information will not be provided as part of this task, and it is assumed that the structure will be located outside of required setbacks and buffer zones to wetland resources and sited to avoid conflicts with existing utilities. Existing conditions will be based upon publicly available GIS, aerial imagery, or record survey information provided by the Town, if available, and any significant visible site features (e.g. ledge outcroppings, tree lines, fences, etc.), which will be approximately located in the field by BETA within 25 feet of the proposed structure. The Town of Medfield will be responsible for the following tasks:

- Confirmation that the proposed structure and associated site work are located outside wetland resource areas and buffer zones.
- Confirmation that the proposed structure will not impact existing utilities and is located so that new utilities can be provided, to the extent necessary.
- Confirmation that depicted property lines, ownership, easements, etc. are current and accurate.

This task also includes one virtual meeting with the Town, if requested, to discuss the conceptual Site Plan.

The deliverable will be a concept plan, provided on one plan sheet and will be submitted electronically.

BETA GROUP, INC.

One Springfield Street, Suite 4, Chicopee, MA 01013
P: 413.331.5326 | F: 413.331.5327 | W: www.BETA-Inc.com

TASK 2: PREPARATION OF ISSUED FOR PERMITTING (IFP) SITE DESIGN PLANS.

Following acceptance of the Conceptual Site Plan by the Town, BETA will prepare design plans, stamped by a professional engineer, for the proposed work in sufficient detail for the purposes of meeting Site Plan Review requirements, excluding any survey requirements. The site design plans will include the location of a new modular structure and modifications to the existing site, including but not limited to, minor grading, accessible parking designation, signage, tree removal, and fence relocation, as necessary, to accommodate the new structure. The plan set is anticipated to include a cover sheet, general notes, existing conditions plan, construction plan, and construction details (if required).

The PROJECT is anticipated to disturb less than 1 acre and will not be subject to the Stormwater Management Bylaw; however, as the site is located within the Aquifer Protection Overlay District a stormwater Project Review Application will need to be prepared and filed with the Board of Health. It is anticipated that the PROJECT will not result in an increase in impervious area or require stormwater mitigation for the control of peak flow rates. A draft stormwater management summary will be prepared documenting compliance with Board of Health regulations and includes the design of one subsurface infiltration system (e.g. leaching basins) to capture and treat the “first flush” of precipitation of the new roof area. It is anticipated that the DPW will perform any required test pits and BETA will perform the soil evaluation. If additional stormwater management analysis or design is required for the control of peak flow rates or treatment beyond the area of the new roof it will be provided as an additional scope.

The deliverables will be an IFP level project plan set depicting design features in accordance with the above and a draft stormwater management summary, which will be submitted electronically to the CLIENT for review and comment.

TASK 3: PREPARATION OF PERMITTING SUBMITTALS

Under this task, BETA will incorporate minor revisions based on CLIENT comments on IFP plans and prepare concurrent submittal packages to support an application for Site Plan Review with the Planning Board and a Project Review Application with the Board of Health. The submittal packages will include application form, zoning chart, narrative, IFP Plans, and Stormwater Management Summary. It is anticipated that the Town will be the Applicant and will be exempt from local filing fees.

BETA will prepare for and attend up to two (2) Planning Board public hearings and up to two (2) Board of Health Public hearings. It is anticipated that all public hearings will be attended virtually. Minor revisions requested by the Boards during the initial hearings will be incorporated into a revised application package and be resubmitted.

Additionally, this task will include the preparation, printing, and submittal of application documents to the Boards and Town of Medfield, if requested. The cost of preparation, materials, mailing, and other incidentals are included in the fee for this task.

The deliverable will be up to two (2) application packages suitable for concurrent submittal to the Town of Medfield Planning Board and the Board of Health.

SERVICES AND FEES NOT INCLUDED

The following services are not included; if required, they will be provided as an additional service:

- Wetland resource area delineation
- Field survey

- Permitting with the Massachusetts Department of Environmental Protection, Town of Medfield Conservation Commission, Medfield Building Department, or any other Town, State, or Federal Department not included in the above Tasks.
- Stormwater management analysis and design, except as listed above
- Coordination with Historical Commission
- Application fees, filing fees, or any other fees required by the project.
- Preparation of legal notices or abutter notifications
- Structural or architectural design
- Lighting design or photometric analysis
- Performing subsurface explorations
- Geotechnical design or reports, except for soil evaluation for proposed stormwater infiltration system
- Utility design, coordination, or relocations
- Traffic or parking counts
- Preparation or recording of easement plans
- Hazardous materials sampling/testing
- Coordination with the Fire Department for emergency site access and circulation.
- Preparation of specifications and bid documents.
- Bidding assistance
- Construction phase services

FEE ESTIMATE

Payment for services as outlined above, based on a time and materials basis, shall be a Not to Exceed Fee of **\$17,900** without prior approval from the Town. The following provides a breakdown of the project costs, which are not intended to be individual ceilings but rather a general representation of the estimated fee per task:

Project Task	Cost
Task 1: Conceptual Site Plan	\$4,300
Task 2: Issued for Permitting Site Design Plans	\$5,800
Task 3: Permitting Submittals	\$7,800
Total	\$17,900

ACCEPTANCE

If this proposal is acceptable, BETA will forward our standard agreement for execution. If you have any questions, please do not hesitate to contact us at 781-255-1982.

Very truly yours,
BETA Group, Inc.



Matthew J. Crowley, PE
Associate

Southeastern Regional Services Group

DPW SERVICES AWARDS for 3/1/2025 – 2/28/2026

The Board of Selectmen of Medfield hereby authorizes the award of contracts to the bidders listed below under the SERSG DPW Services IFB for a twelve-month period commencing 3/1/25. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Select Board and present to them for final approval and signature.

5. Superpave Hot Mix Asphalt- Zone B

2023 Pricing – Renewed for 2025

PJ Keating						
Superpave HMA	\$ 98.00	per ton	4,000	tons	392,000.00	
Bitumen Tack Coat	\$ 6.00	per gallon	2,000	gallons	12,000.00	
Hot Poured Rubrzd. Sealer	\$ 0.10	per lin ft		lin ft	0.10	
Warm Mix Additive	\$ 2.00	per gallon	4,000	gallons	8,000.00	
Cold Planing	\$ 2.47	sq yd	30,000	sq yds	74,100.00	
Structure Adjustments	\$ 450.00	each	50	each	22,500.00	
Structure Remodel	\$ 25.00	each	10	each	250.00	
Structures Rebuilt	\$ 25.00	per vertical ft	10	vert ft	250.00	
Hand Work	\$ 98.00	per ton	100	tons	9,800.00	
Unclassified Excavation	\$ 25.00	per cubic yd		cub yds	25.00	
Sawcutting	\$ 1.00	per lin ft	5,000	lin ft	5,000.00	
Playgrounds/Parking Lots	\$ 98.00	per ton	100	tons	9,800.00	
				TOTAL BID PRICE	\$ 533,725.10	

7. Rubber Chip Seal

AllState					
Rubber Chip Seal	\$ 6.25	per sq yd	30,000	sq yds	187,500.00
Leveling Course	\$ 225.00	per ton	100	tons	22,500.00
				TOTAL BID PRICE	210,000.00

10. Bonded Wearing Course

All State					
Bonded Wearing Course	\$ 8.40	per sq yd	15,000	sq yds	126,000.00
Leveling Course	\$ 225.00	per ton	100	tons	22,500.00
Structure Adjustments	\$ 700.00	per structure	10	structures	7,000.00
Structure Remodels	\$ 700.00	per structure	5	structures	3,500.00
Structure Rebuilds	\$ 500.00	per vert ft	5	vert ft	2,500.00
				TOTAL BID PRICE	161,500.00

Southeastern Regional Services Group

DPW SERVICES AWARDS for 3/1/2025 – 2/28/2026

11. Random Crack Sealing

Indus				
	\$ 7,175.00	per day	0	days
	\$ 11.30	per gallon	5,000	gallons
	TOTAL BID PRICE	56,500.00		56,500.00

16. Installation of Steel Beam Guard Rails - Type SS

SteelCo Fence				
Straight (galv metal posts)	\$ 32.14	per foot	500	feet
Straight (galv wooden posts)	\$ 34.14	per foot	50	feet
Straight ("rust" wooden)	\$ 36.14	per foot	300	feet
Curved (galvanized)	\$ 15.00	per foot	100	feet
Curved ("rust")	\$ 16.00	per foot	100	feet
End pieces (galvanized)	\$ 88.00	each	4	pieces
End pieces ("rust")	\$ 88.00	each	4	pieces
	TOTAL BID PRICE	32,423.00		

Southeastern Regional Services Group

DPW SERVICES AWARDS for 3/1/2025 – 2/28/2026

17. Structure Work

Tasco				
Structures Adjusted (1-5 structures per mobilization)	\$ 812.00	each		
Structures Adjusted(6-10 structures per mobilization)	\$ 750.00	each		
Structures Adjusted (11-20 structures per mobilization)	\$ 688.00	each		
Structures Adjusted (20+ structures per mobilization)	\$ 575.00	each		
AVERAGE FOR ADJUSTMENT	\$ 706.25			
Structures Remodeled (1-5 structures per mobilization)	\$ 650.00	each		
Structures Remodeled (6-10 structures per mobilization)	\$ 600.00	each		
Structures Remodeled (11-20 structures per mobilization)	\$ 550.00	each		
Structures Remodeled (20+ structures per mobilization)	\$ 500.00	each		
AVERAGE FOR REMODEL	\$ 575.00			
Structures Rebuilt (1-5 structures per mobilization)	\$ 812.00	each		
Structures Rebuilt (6-10 structures per mobilization)	\$ 750.00	each		
Structures Rebuilt (11-20 structures per mobilization)	\$ 688.00	each		
Structures Rebuilt (20+ structures per mobilization)	\$ 500.00	each		
AVERAGE FOR REBUILD	\$ 687.50			
0 structr ADJ	40	needed x	\$ 706.25	\$ 28,250.00
structr RBLD	10	needed x	\$ 575.00	\$ 5,750.00
structr REMDL	10	needed x	\$ 687.50	\$ 6,875.00
			for total bid of	40,875.00

21. Tub Grinding

G. Lopes				
On-site at Hwy Dept	\$ 487.00	per hour	24 hours	11,688.00

27. Snow Shoveling on Flat Rooves

Gibson Roofs				
Snow Shoveling/Rooves	\$ 125.00	per hour	200 hours	25,000.00

Southeastern Regional Services Group

DPW SERVICES AWARDS for 3/1/2025 – 2/28/2026

28. Sidewalk Construction and Setting of Curbs and Edging

Southeastern Regional Services Group

DPW SERVICES AWARDS for 3/1/2025 – 2/28/2026

Total - \$ 3,135,336.10

Signature

Chair, Select Board

Date Signed

Member

Date Signed

Member

Date Signed



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR CONSULTING SERVICES

Contract # Medfield 2025-01

This Contract is made this 26 day of February, 2025 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Bright Solutions Consulting Group, LLC having a usual place of business at 128 Braley Rd, East Freetown, MA 02717 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Town solicited submission of formal Drug Free Communities Grant Guidance for the Town of Medfield hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work and the Town has decided to award the contract therefor to the Contractor.

NOW, THEREFORE, THE Town and the Contractor agree as follows:

1. **Contract Documents:** The Contract consists of this Agreement together with the **Proposed Scope of Work** (Attachment A, for scope of work and pricing, only). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Contract Term:** The Contract Term is as follows:

Contractor to begin work as directed by March 1, 2025 and complete same, on or before September 30, 2025.

5. **Payment for Work:** The Town shall pay for the Program in accordance with the pricing in Attachment A. Town shall make payments on the basis of Contractor's completed work. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
6. **Indemnification of the Town:** The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
7. **Contractor's Standard of Care:** The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established consultants. Contractor warrants and represents that it is familiar with services to be provided.
8. **Contractor's Personnel:** The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
9. **Insurance:** The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
10. **Independent Contractor:** The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
11. **Successors and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
12. **Inspection and Reports:** The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
13. **Termination:**
 - a. **For Cause** – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution

or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
 14. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
 15. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
 16. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
 17. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

(Contractor)

By: 

Title: Amanda Decker, Bright Solutions Consultant

Medfield Select Board

Approved as to Form:

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trieweiler, Town Administrator

I certify that an appropriation is available in the amount of the Contract.

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

Amanda Decker

Print Name

Bright Solutions Consultant

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, Amanda Decker, authorized signatory for Bright Solutions Consulting Group LLC, whose principal place of business is at 128 Braley Rd, East Freetown, MA 02717, does hereby certify under the pains and penalties of perjury that Bright Solutions Consulting Group LLC has paid all Massachusetts taxes and 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

02/26/2025

Date

Attachment A
Proposed Scope of Work



Amanda Decker
Bright Solutions Consulting Group LLC
128 Dr. Braley Rd MA 02717
brightsolutionsconsultant@gmail.com

February 26, 2025

Proposed Scope of Work

Goal: Increase Coalition Capacity, apply for year 7 of Drug Free Communities Federal Funding in 2025 (non-competing continuation), and Submit Year 6 Progress Report in August 2025

Description of Services

Task	Timeframe
Create a Capacity Building Plan for Coalition to Apply for Drug Free Communities Funding <ul style="list-style-type: none">Work with the coalition leadership team to identify areas of weakness and create a plan for the coalition to address weaknesses in order to write a strong proposal for Drug Free Communities 2025.	March 2025
Grant Writing for the Drug Free Communities Year 7 Application <ul style="list-style-type: none">Work with the coalition leadership team to draft narrative questions and Action plan for the non-competing continuation for the Drug Free Communities Grant, 2025 application.	March 2025- Grant Submission Date
Grant Reviewing for the Drug Free Communities Year 7 Application <ul style="list-style-type: none">Review the final Drug Free Communities grant and make suggestions for revisions.	March 2025- Grant Submission Date
Guidance and Feedback for Year 6 Progress Report (due August 2025)	June - August 2025

Attachment A
Proposed Scope of Work

<ul style="list-style-type: none">● Provide periodic guidance to the Prevention Coordinator (roughly 1x a month) and provide feedback for yearly Drug Free Communities Progress Report	
--	--

Supplied By the Customer

- a. The customer will be responsible to provide the consultant with agreed data for the action plan creation
- b. The customer will be responsible to set up Zoom for remote participation by its members.
- c. The customer will be responsible to submit the final project to the CDC

Pricing: \$1,750 in 2 installments in March 2025 and July 2025. This project is not to exceed the amount of \$3,500.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kaplansky Insurance 210 Washington St Fairhaven, MA 02719	CONTACT NAME: PHONE (A/C, No, Ext): (508) 984-1616 E-MAIL ADDRESS: info@kaplansky.com	FAX (A/C, No): (508) 984-1919
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company	NAIC #
INSURED Amanda Decker 26 Chipaway Rd East Freetown, MA 02717	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC						OTHER: \$
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
DED RETENTION \$						PER STATUTE \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y / N N / A
A Professional Liabili		MPL531763024		4/3/2024	4/3/2025	See Below

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

Limits:

Each Claim: \$1,000,000

Aggregate: \$1,000,000

CERTIFICATE HOLDER

CANCELLATION

The Town of Medfield, MA
459 Main St,
Medfield, MA 02052

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

AUTHORIZED REPRESENTATIVE

Select Board
Eileen M. Murphy, Chair
Gustave H. Murby, Clerk
Osler L. Peterson, Member



Kristine Trierweiler
Town Administrator
Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

March 4, 2025

Re: MBI Broadband Equity, Access, and Deployment Program

To whom it may concern,

On behalf of the Town of Medfield we are happy to submit this letter in support of Comcast's proposal to work with MBI to connect unserved areas. The MBI Broadband Equity, Access, and Deployment Program will fund broadband to unserved areas. We are pleased that Comcast plans to deploy qualifying broadband service to additional locations in Medfield.

Comcast has been providing broadband service in nearby areas for many years and is well positioned to partner with the state on this project, bringing broadband access to additional households and businesses.

Comcast has demonstrated its commitment to bringing broadband service to these unserved areas and we look forward to working with them on these efforts. By accepting Comcast's proposal, MBI will help bring us one step closer to our goal as well as moving forward the broader goal of deploying broadband infrastructure to unserved areas in Massachusetts.

Thank you for your time and consideration of this proposal. If you have any further questions related to this letter, please feel free to contact us.

Sincerely,

Eileen M. Murphy

Chair, Medfield Select Board

Massachusetts Broadband Institute Broadband Equity, Access, and Deployment Program

Goals

1. Universal broadband access to all unserved and underserved Broadband Serviceable Locations, using reliable broadband technology with speeds of at least 100 Mbps/20 Mbps.
2. For Community Anchor Institutions, access to 1 Gig/1 Gig broadband service.

BEAD application deadline: Friday, February 28, 2025

- MBI encourages applicants to include letters of support with their application.
- All letters of support must be submitted by no later than Monday, March 10, 2025

Letter of Support letter requirements

1. Unconditional: not contingent on any specific actions, conditions, or requirements
2. Issued by the Governing Body of the municipality or an appropriately elected or appointed municipal acting on behalf of the municipality.

Municipalities may provide a letter of support to more than one provider.

Program Overview

The National Telecommunications and Information Administration's (NTIA) BEAD Program provides \$42.45 billion to expand high-speed internet access across the U.S. states and territories. The Commonwealth of Massachusetts has been allocated BEAD funding totaling \$147 million to support expansion of broadband access to Unserved and Underserved Locations. The Executive Office of Economic Development (EOED), working in close collaboration with MBI, is managing the Commonwealth's BEAD funding. EOED is the prime recipient and responsible for the delivery, reporting, and compliance related to the funding. **The BEAD program in Massachusetts aims to provide universal broadband access and support digital equity initiatives. The goal is that the BEAD deployment program will achieve its 100% availability goal.**

Key Acronyms

BEAD = Broadband Equity, Access, and Deployment

BSL = Broadband Serviceable Location

CAI = Community Anchor Institution

MBI = Massachusetts Broadband Institute

Key Definitions

Broadband-Serviceable Location (BSL): A business or residential location at which fixed broadband Internet access service is, or can be, installed.

Community Anchor Institution (CAI): An entity such as a school, library, health clinic, health center, hospital or other medical provider, public safety entity, institution of higher education, public housing organization, or community support organization that facilitates greater use of broadband service by vulnerable populations, including low-income individuals, unemployed individuals, and aged individuals.

Reliable Broadband Service: Includes broadband service that is accessible to a location via fiber-optic technology or cable modem/hybrid fiber-coaxial (HFC) technology

Underserved: lacks access to Reliable Broadband Service with speeds of at least 100 Mbps/20 Mbps

Unserved: lacks access to Reliable Broadband Service with speeds of at least 25 Mbps/3 Mbps

← → G mapping.massbroadband.org/map?zoom=13¢er=-7937856%2C5188789&selection=2502139765&coverage=Unserved

MBI MASSACHUSETTS BROADBAND INSTITUTE at the MassTech Collaborative

ABOUT HELP SUMMARY DASHBOARD OPEN

Area Address Search

TOWNS/CITIES DATA ADDRESS

Towns/Cities Total Servicable Locations: **Medfield 3,929**

Locations with at least 100/20 Mbps service

None <80% 80% - 90% 90% - 99% >99%

Broadband & Digital Equity Indicators CHART DATA

Coverage Speed Subscription Income Race Age

Served (3,914) Underserved (3) Unserved (12)

Informational



February 14, 2025

Select Board
Town of Medfield
459 Main St.
Medfield, MA 02052

Re: MA Form 500 & Annual Notice Filing

Dear Members of the Board:

Pursuant to G.L. Ch. 166A, Section 10, Comcast is pleased to provide a copy of the Form 500-YE2024. The Form 500 contains information on customer video service-related issues in your community and how Comcast responded, including the time taken to resolve these complaints. For the Form 500, the Massachusetts Department of Telecommunications and Cable defines a complaint as:

Any written or verbal contact with a cable operator in connection with subscription in which a person expresses dissatisfaction with an act, omission, product or service that is (1) within the operator's control, and (2) requires a corrective measure on the part of the operator.

Also, per Massachusetts cable regulations (207 CMR 10.01(2) and 10.02(6)), enclosed is a copy of Comcast's policies and procedures, sample subscriber bill, work order and rate & channel line-up information for your community.

Comcast has also provided a copy of the above information to the Department of Telecommunications and Cable.

Lastly, we wanted to share with you once again the steps for emergency/trouble reporting procedure in the event a **municipal building** experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, PEG Access channels or to have our technical or construction staff on-site during an emergency (*please note the XOC telephone number listed below IS NOT for public dissemination*).

Down lines, emergencies:

- **STEP 1 Call 1-877-359-1821** (24/7 – XOC)
- **STEP 2 Select Option # 1** – Municipalities, Utilities, Police & Fire
- **STEP 3 Prompted for Reason for Call:**
 - Option # 1 – Down Wires (prompted to enter zip code)
 - Option # 2 – Pole hits, pole transfers or all other Municipal Issues
- **STEP 4 Speak with Rep. and obtain job reference #**

I-NET, PEG/Access channel issues:

- **STEP 1 Call 1-877-359-1821** (24/7 – XOC)
- **STEP 2 Select Option # 5** – NSD Support including Network and facility events
- **STEP 3 Speak with Rep. and obtain job reference #**

Please do not hesitate to contact me should you have any questions at patrick_shearns@comcast.com.

Sincerely,

Patrick J. Shearns

Patrick J. Shearns, Sr. Manager
Government & Regulatory Affairs

Form 500 Complaint Data

Code Key: Avg. Resolution Time		Code Key: Manner of Resolution		
<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days		A. Resolved to the satisfaction of both parties. B. Resolved, customer dissatisfied. C. Not Resolved.		
Town	MEDFIELD	Total Complaints	Avg Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.
Year	2024			
Subscribers	1165			
Advertising/Marketing		0	0	A.
Appointment Service Call		2	1	B.
Billing		0	0	C.
Customer Service		0	0	
Equipment		0	0	
Installation		0	0	
Other: Damage		0	0	
Other: Programming		0	0	
Reception		0	0	
Service Interruption		0	0	

Form 500 Service Interruption Data

Code Key: Duration of Service Interruption <1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

Town	Medfield	Year	2024	Date of Service Interruption		Duration of Service Interruption (see Code Key above)	Subscribers	1165
				Medfield	7/7/2024			
Medfield			12/4/2024			1		
Medfield			12/11/2024			1		
Medfield			8/19/2024			1		
Medfield			8/1/2024			1		
Medfield			7/9/2024			1		
Medfield			6/30/2024			1		
Medfield			6/18/2024			1		
Medfield			5/7/2024			1		
Medfield			1/17/2024			1		
Medfield			1/29/2024			1		
Medfield			12/27/2024			1		
Medfield			7/5/2024			1		

Annual Notice Information

Important Information for Xfinity TV Customers

SERVICE PROBLEMS

You will find helpful information for troubleshooting TV picture or signal quality issues at www.xfinity.com/support. If the problem does not clear up, please feel free to chat with us at www.xfinity.com/support/contact-us or call us at 1-800-XFINITY, and a customer service representative will attempt to address that issue. We will try to resolve any complaints you have concerning the quality of our signals promptly and efficiently. We will respond to your report of a service interruption no later than 24 hours after you notify us, except in extraordinary circumstances or where conditions are beyond our control. We will respond to your report of other service problems no later than the next business day after you notify us. We may need access to your home in order to correct a service related issue. If a service call is required it will be scheduled at a time convenient to you. If you are dissatisfied with our resolution of your service problem, you may contact your local franchising authority to discuss the problem with your service. If your local franchise authority information is not listed on your bill, please call us at 1-800-XFINITY for the name and address of your local franchising authority.

SERVICE OR BILLING COMPLAINTS

Information regarding your Xfinity services and billing is available at www.xfinity.com. You also may download the Xfinity app to your smartphone or other device for quick access to up to date information on your account. If you have a complaint regarding your Xfinity TV service or your bill, you will find information on contacting us through chat or by phone at <https://www.xfinity.com/support/contact-us>. Also, you can visit us at one of our Xfinity store locations. Visit <https://www.xfinity.com/support/service-center-locations/> to find the Xfinity store closest to you. If you wish to put your comments in writing, your letter should be addressed to us at the local address listed on the How To Reach Us insert.

We will try to resolve your complaint promptly. If you are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact your local franchising authority to discuss your complaint. If your local franchise authority information is not listed on your bill, please call us at 1-800-XFINITY for the name and address of your local franchising authority.

If you have a complaint regarding closed captioning please email us at accessibility@comcast.com or call us at 1-855-270-0379.

MOVING

Please visit <https://www.xfinity.com/moving> before you move. This is the best way for us to arrange for your service to be disconnected and to schedule an installation at your new home, if your new home is in our service area.

EQUIPMENT COMPATIBILITY

Xfinity TV service is encrypted and requires a TV Box, TV Adapter, CableCARD or other navigation device that is compatible with our system for each television you wish to use with our service. You may not be able to use special features or functions of your television, VCR or DVD player/recorder with Xfinity TV service. Some of these problems may be resolved by the use of signal splitters, and/or other supplemental equipment that can be purchased from us or at electronic stores. Please call us if you would like to discuss the type of special equipment needed to resolve individual compatibility problems or if you have any questions regarding other equipment compatibility issues.

If you have a TiVo digital cable-ready DVR, you can access switched digital video services by obtaining a "tuning adapter" device. If you have a TiVo DVR or other digital cable-ready devices, you will need a TV Box, TV Adapter, or CableCARD from us to access switched digital video and other two-way cable services. Upon your request, we will provide you with the technical parameters necessary for a navigation device rented or acquired from retail outlets to operate with our system. Because of the need to protect our Xfinity TV service, we will not authorize the use of a navigation device that does not conform to all required signal security specifications. For information regarding other navigation devices, please go to <https://www.xfinity.com/support>.

REMOTE CONTROL UNITS

If you rent a TV Box or TV Adapter from us we will provide a compatible remote control. Also, you may purchase a compatible remote at local electronic stores or other retail outlets. We suggest that you review the remote manufacturer's website prior to purchasing the device to confirm compatibility with Xfinity equipment and your TV set.

SERVICE CHANGES AND INSTALLATION

Standard installations are generally completed within 7 business days. If you change the services you receive, you may be subject to an installation or change of service charge. You may obtain additional information about our current services, fees and prices online at www.xfinity.com or by calling us at 1-800-XFINITY.

RECENT AND UPCOMING PROGRAMMING CHANGES

Information on recent and upcoming programming changes can be found at <https://www.xfinity.com/programmingchanges/> or by calling 866-216-8634.

OTHER INFORMATION

For those of our customers receiving service through commercial accounts, bulk rate arrangements or similar arrangements, some of the policies, procedures and services herein may not apply. Please call us at 1-800-XFINITY to talk to one of our customer service representatives for further information.



SERVICE AREA

CT, ME, MA, NH, NY, VT

You should first try to resolve any complaint or dispute directly with Comcast.

COMCAST PHONE NUMBER: 1-800-266-2278

COMCAST MAILING/OFFICE ADDRESS:

Connecticut/New York

Comcast
222 New Park Dr.
Berlin, CT 06037

Massachusetts/New Hampshire/Maine

Comcast
5 Omni Way
Chelmsford, MA 01824

Vermont

Comcast
43 Comcast Way
South Burlington, VT 05403

PUBLIC INFORMATION OFFICES/FRANCHISE AUTHORITIES

If you remain unsatisfied by Comcast's response, you may request assistance from your state Public Utility or Public Service agency.

Connecticut

State of Connecticut
Public Utilities Regulatory Authority
10 Franklin Square
New Britain, CT 06051
1-800-382-4586

New Hampshire

Office of the Attorney General
Consumer Protection and Antitrust Bureau
1 Granite Place South
Concord, NH 03301
Phone: 603-271-3643
Fax: 603-271-2110

Vermont

Vermont Department of Public Service/
Consumer Affairs Division
112 State Street
Montpelier, VT 05620-2601
1-800-622-4496

Maine

Office of the Attorney General
Consumer Information and Mediation Service
6 State House Station
Augusta, ME 04333
207-626-8849
1-800-436-2131
M-TH: 9:00am – 12:00pm

New York

New York State
Department of Public Service
Empire State Plaza
Agency Bldg. 3
Albany, NY 12223-1350
www.dps.ny.gov/complaints
1-800-342-3377
(M-F: 8:30am – 4:00pm)

Vermont Public Utility Commission

112 State Street, Drawer 20
Montpelier, VT 05620-2701
802-828-2358

Massachusetts

Consumer Division of the Department of
Telecommunications and Cable
1000 Washington Street, Suite 600
Boston, MA 02118
1-800-392-6066

Información Importante para los Clientes de Xfinity TV

PROBLEMAS CON EL SERVICIO

Si tiene problemas con la calidad de la señal o la imagen de TV, encontrará información útil para resolverlos en <https://es.xfinity.com/support>. Si el problema no se resuelve, no dude en contactarnos por chat en <https://es.xfinity.com/support/contact-us> o llámenos al 1-800-XFINITY. Un representante de atención al cliente intentará resolver el problema. Trataremos de resolver toda queja relativa a la calidad de la señal de manera oportuna y eficiente. Si nos informa de una interrupción en el servicio, responderemos a su informe en el transcurso de 24 horas, excepto en circunstancias extraordinarias o en el caso de condiciones que estén fuera de nuestro control. Si nos informa de otros problemas con el servicio, responderemos a más tardar el día hábil siguiente al día en el que nos notifique. Es posible que, para corregir un problema con el servicio, debamos acceder a su hogar. Si se necesita una visita de servicio, la programaremos para el momento más conveniente para usted. Si no está satisfecho con la resolución del problema, puede ponerse en contacto con la autoridad local de franquicias para discutirlo. Si la información sobre la autoridad local de franquicias no se indica en la factura, llámenos al 1-800-XFINITY para obtener el nombre y la dirección de dicha autoridad.

QUEJAS RELATIVAS AL SERVICIO Y LA FACTURACIÓN

Puede acceder a información sobre sus servicios Xfinity y la facturación de los mismos a través de su cuenta en es.xfinity.com. También puede descargar la Xfinity app a su smartphone u otro dispositivo para acceder rápidamente a información actualizada sobre su cuenta. Si tiene una queja sobre el servicio Xfinity TV o su factura, puede encontrar la información necesaria para contactarnos por chat o por teléfono en <https://es.xfinity.com/support/contact-us>. También puede visitarnos en una de las tiendas de Xfinity. Visite <https://es.xfinity.com/support/service-center-locations/> para encontrar la más cercana. Si desea poner sus comentarios por escrito, debe enviarnos su carta a la dirección local que figura en el cuadro How To Reach Us (Cómo ponerse en contacto con nosotros).

Intentaremos resolver su queja de manera oportuna. Si no está satisfecho con la resolución de su queja o no podemos resolverla, puede ponerse en contacto con la autoridad local de franquicias para discutir su queja. Si la información sobre la autoridad local de franquicias no se indica en la factura, llámenos al 1-800-XFINITY para obtener el nombre y la dirección de dicha autoridad.

Si tiene una queja relativa a los subtítulos, envíenos un correo electrónico a accessibility@comcast.com o llámenos al 1-855-270-0379.

MUDANZAS

Antes de mudarse, ingrese en <https://es.xfinity.com/moving>. Esta es la mejor manera de coordinar la desconexión del servicio y programar la instalación en su nuevo hogar si el mismo está dentro de nuestra zona de servicio.

COMPATIBILIDAD ENTRE EQUIPOS

El servicio Xfinity TV está cifrado y requiere, por cada televisor con el que desee usar el servicio, un decodificador de TV, un adaptador de TV, una tarjeta CableCARD u otro dispositivo de navegación que sea compatible con nuestro sistema. Posiblemente no pueda utilizar funciones o características especiales de su televisor, su videograbadora o su reproductor/grabador de DVD junto con el servicio Xfinity TV. Algunos de estos problemas se pueden resolver mediante el uso de divisores de señal y/u otros equipos complementarios que se pueden comprar en nuestra empresa o en tiendas de electrónica. Llámenos si quiere discutir qué tipo de equipos especiales necesitaría para resolver problemas de compatibilidad específicos o si tiene preguntas acerca de otros problemas de compatibilidad entre equipos.

Si tiene una videograbadora digital TiVo apta para televisión por cable, puede acceder a servicios de video digital comutados mediante un "adaptador de sintonización". Si tiene una videograbadora digital TiVo u otros dispositivos digitales aptos para televisión por cable, necesitará que le proveamos un decodificador de TV, un adaptador de TV o una tarjeta CableCARD para acceder al servicio de video digital comutado y a otros servicios bidireccionales por cable. Si lo solicita, le proporcionaremos los parámetros técnicos necesarios para un dispositivo de navegación que alquile o compre en nuestros puntos de venta minorista para usar con nuestro sistema. Debido a la necesidad de proteger nuestro servicio Xfinity TV, no autorizaremos el uso de dispositivos de navegación que no cumplan con todas las especificaciones necesarias para la seguridad de la señal. Para obtener información sobre otros dispositivos de navegación, visite <https://es.xfinity.com/support>.

UNIDADES DE CONTROL REMOTO

Si usted alquila uno de nuestros decodificadores o adaptadores de TV, le proveeremos un control remoto compatible. También puede comprar un control remoto compatible en una tienda electrónica local u otro punto de venta minorista. Le sugerimos que visite la página web del fabricante del control remoto antes de adquirir el dispositivo, para que confirme la compatibilidad del mismo con el equipo Xfinity y su televisión.

CAMBIOS EN EL SERVICIO E INSTALACIÓN

Las instalaciones estándar generalmente se terminan en el transcurso de 7 días hábiles. Si cambia los servicios que recibe, es posible que se le cobre una tarifa de instalación o una tarifa por cambio de servicio. Para obtener más información sobre nuestros servicios, tarifas y precios actuales, visite es.xfinity.com o llámenos al 1-800-XFINITY.

RECIENTES Y PRÓXIMOS CAMBIOS EN LA PROGRAMACIÓN

Para obtener información sobre los más recientes y próximos cambios en la programación visite <https://es.xfinity.com/programmingchanges/> o llame al 866-216-8634.

INFORMACIÓN ADICIONAL

Para aquellos clientes que reciben el servicio a través de una cuenta comercial, acuerdos de tarifas grupales o acuerdos similares, es posible que no correspondan algunas de las políticas, procedimientos o servicios que se describen en el presente documento. Llámenos al 1-800-XFINITY para hablar con uno de nuestros representantes de atención al cliente y obtener más información.

SERVICE AREA / ÁREA DE SERVICIO

CT, ME, MA, NH, NY, VT

You should first try to resolve any complaint or dispute directly with Comcast. /
Primero debe intentar resolver cualquier queja o disputa directamente con Comcast.

COMCAST PHONE NUMBER / NÚMERO DE TELÉFONO DE COMCAST

1-800-266-2278

COMCAST MAILING/OFFICE ADDRESS**DIRECCIÓN DE CORREO/DE LA OFICINA DE COMCAST****Connecticut/New York**

Comcast
222 New Park Dr.
Berlin, CT 06037

Massachusetts/New Hampshire/Maine

Comcast
5 Omni Way
Chelmsford, MA 01824

Vermont

Comcast
43 Comcast Way
South Burlington, VT 05403

PUBLIC INFORMATION OFFICES/FRANCHISE AUTHORITIES**OFICINAS DE INFORMACIÓN PÚBLICA/AUTORIDADES DE LA FRANQUICIA**

If you remain unsatisfied by Comcast's response, you may request assistance from your state Public Utility or Public Service agency. /
Si la respuesta de Comcast no le satisface, puede pedir la ayuda de su agencia estatal de Servicios Públicos.

Connecticut

State of Connecticut
Public Utilities Regulatory Authority
10 Franklin Square
New Britain, CT 06051
1-800-382-4586

New Hampshire

Office of the Attorney General
Consumer Protection and Antitrust Bureau
1 Granite Place South
Concord, NH 03301
Phone: 603-271-3643
Fax: 603-271-2110

Vermont

Vermont Department of Public Service/
Consumer Affairs Division
112 State Street
Montpelier, VT 05620-2601
1-800-622-4496

Maine

Office of the Attorney General
Consumer Information and Mediation Service
6 State House Station
Augusta, ME 04333
207-626-8849
1-800-436-2131
M-TH: 9:00am – 12:00pm

New York

New York State
Department of Public Service
Empire State Plaza
Agency Bldg. 3
Albany, NY 12223-1350
www.dps.ny.gov/complaints
1-800-342-3377
(M-F: 8:30am – 4:00pm)

Vermont Public Utility Commission

112 State Street, Drawer 20
Montpelier, VT 05620-2701
802-828-2358

Massachusetts

Consumer Division of the Department of
Telecommunications and Cable
1000 Washington Street, Suite 600
Boston, MA 02118
1-800-392-6066

Comcast Xfinity Privacy Policy

Effective January 1, 2024

We know you care about your privacy and the protection of your personal information. We also know it is our responsibility to be clear about how we protect your information. We designed this Privacy Policy to do just that. It explains the types of personal information we collect, and how we collect, use, maintain, protect, and share this information. This Privacy Policy also tells you about the rights and choices you may have when it comes to your personal information.

Some of what we say in our Privacy Policy is required by law, and may at times seem long and complicated, but we've worked hard to try to make our Privacy Policy easy to understand and provide examples where possible. The Xfinity Privacy Center (www.xfinity.com/privacy) includes more information about:

- How to review and manage your personal information and account activity
- How to manage your preference, including setting your marketing and advertising preferences, and restricting certain uses and sharing
- How you can better protect yourself online

You can review this Privacy Policy and the information in the Xfinity Privacy Center anytime. If you still have questions, you can [contact us](#) for more information.

WHEN THE PRIVACY POLICY APPLIES

This Privacy Policy applies to the information we collect when you use or interact with the business entities, products, services, networks, and platforms, including our websites, mobile apps, and other services and devices where this policy is referenced. These may include Xfinity-branded services, Comcast-branded Services, Xumo-branded Services, and other products and services we deliver. This Privacy Policy also applies when you otherwise interact with us. We'll refer to all of these as our "Services" in this Privacy Policy. It also applies to the information we collect about you from third parties. This Privacy Policy does not apply to the other products, services, websites, and applications (mobile or television) that you may use or interact with through Xfinity platforms.

Learn more about when the Privacy Policy applies

Because this Privacy Policy describes the privacy practices for all of our Services, some parts may not apply to you. For example, if you do not subscribe to Xfinity Voice (home phone service) or Xfinity Mobile, we will not collect call detail information. If you do not subscribe to Xfinity Home, we will not collect home security event information.

Some Services may have additional privacy practices that may be described to you in different ways, such as in a separate contract for Comcast Business Services. To the extent there is an overlap between this Privacy Policy and a Service-specific privacy policy, the Service-specific policy or agreement will control with respect to that Service.

This Policy does not apply to the non-Xfinity products, services, websites, and applications that you may use through the Xfinity platforms and we are not responsible for the practices of the companies providing those offerings. For example, if you subscribe to Xfinity Internet and visit a news or shopping website, the privacy policy for that website will apply. If you use one of our platforms to use another company's streaming service, the privacy policy for that streaming service will apply to information it collects about your activity within the app. Likewise, if you connect your smart thermostat to your Xfinity Home security and automation service, the privacy policy of the smart thermostat company will apply to the information it collects. For more information about how these non-Xfinity products, services, websites, and applications use your information, please review their privacy policies.

THE PERSONAL INFORMATION WE COLLECT AND HOW WE COLLECT IT

To provide you with our Services, we collect your personal information. This can include information that does not personally identify you — such as device numbers, IP addresses, and account numbers. It may also include information that does personally identify you, such as your name, address, and telephone number. We call any information that identifies you "personally identifiable information" or "PII."

If you allow others to use your Services, we will also collect personal information about those individuals. If you use our Services through someone else's account, we will collect information about you, but it may not identify who you are to us. We may also collect information about you from third parties.

We collect this information to provide our Services, communicate with you, [respond to your requests](#), and to tailor our Services to best meet your needs and interests.

Learn more about the information we collect and see examples

What We Collect

- **Contact Information** – Information such as your full name and telephone number that we use to stay in contact with you
- **Account Information** – Information we use to identify who you are and/or to provide or maintain your account and Services, which may include biometric information, such as audio recordings and facial scans when used as a means of identification
- **Analytics and Inferences** – Information related to your household, account, or your use of our Services, and our predictions about what you might like or not like
- **Billing Information** – Information including your financial transactions that are available on your billing statements and other payment receipts
- **Demographic and Interest Information** – Information we obtain from other companies to better tailor our programming, marketing, and advertising services to you
- **Service Activity Information** – Information associated with your use of our Services

In some cases, California requires that we use different names to describe the categories of information that we collect. For more information about these categories, please see the "Additional information regarding other laws and individual rights" section of this Privacy Policy.

How We Collect Personal Information

We collect personal information about you in several ways.

1. Directly from you when you create an account, interact with our customer service, or interact with us on behalf of your business, such as:

- Contact information, which may include your name, mailing address, email address, or telephone number
- Login credentials for our Services, such as your username and password
- Information regarding your preferences for your experience on the Services, such as your settings and other information you provide us to enable personalization of content
- Biometric information, such as audio recordings for voiceprints and facial scans that we create in the identity verification process
- Customer communications records, including records of calls and chats with our customer service representatives
- Information that you provide when interacting with us on our social media pages, message boards, and other forums, including your username, profile pictures, and comments, as well as information you publicly share about us
- Photographs or images of your property
- Payment information, such as your credit/debit card or other financial account information
- Your Social Security number
- Your driver's license, state identification cards, or other forms of identification
- Legal documents, such as documentation of the authority to act on behalf of another person

2. When you use or interact with our Services, such as:

- Household and device video selection and viewing activity
- Voice commands and audio recordings made through voice activated devices that are part of the Services, such as the Voice Remote or our app-based remote
- Geolocation information on where you are at a specific point in time based on your service address to help us authenticate you for certain services on our platform
- IP addresses, device identifiers, and network equipment addresses when devices connect to our Services, and other device information, including information about devices provided by other companies from which you use our Services
- User activity information on our websites and applications using cookies and other technologies (Cookie Notice: www.xfinity.com/privacy/policy/cookienotice) and information provided by other companies when you integrate their services with our Services
- Domain Name Server or "DNS" searches and network traffic activity when you use our Services, such as Xfinity Internet, Xfinity Mobile or Xfinity WiFi
- Geolocation information that indicates where your device is at a specific point in time when you use Xfinity Mobile or enable that function in our mobile apps
- General location information, such as the city or ZIP Code that correlates with the location of a WiFi service access point or with the lease of your device IP address when you use Xfinity Internet or Xfinity WiFi
- The quantity, technical configuration, type, features, call history, and amount of your use of voice services (known as Customer Proprietary Network Information or "CPNI")
- Video and audio recordings, live video and audio streams, motion activity, images, and other events that are captured or recorded when using our Services. For example, this may include capturing video, audio, or motion information (if you have turned these features on) when you use Services such as Xfinity Home security and automation

3. From third parties, such as:

- Credit reporting agencies and other entities that provide credit scoring, Identity verification, fraud prevention, and similar services
- Landlords and property owners that provide contact and other information
- Government entities that offer public records
- Consumer data providers that offer [demographic](#), [Interest](#), [purchase](#), and other data that we use to tailor our marketing and communications to your Interest
- Providers of third-party apps that you use on devices governed by this privacy policy
- Social networks and other publicly available data, like [Facebook](#)
- Online advertising companies who may share information about the marketing and advertisements you have seen or clicked on

We do not knowingly allow others to collect personally identifiable information about your online activities over time and across third-party websites when you use our online Services. For more information about cookies and other online tracking technologies, please visit our Cookie Notice (www.xfinity.com/privacy/policy/cookienotice); to manage your preferences, please visit the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices). You can also use a browser that offers you the ability to use the Global Privacy Control to communicate your privacy preferences to us when you visit our websites; please note that this will not affect how we process your Information when you interact with our products and services. In some of our Services, such as Xumo TV, we may also use technologies to attempt to recognize when different devices are used by the same individual.

Because definitions and rules for a "Do Not Track" standard have not yet been established, including whether such signals must be user-enabled, Comcast does not yet respond to "Do Not Track" signals sent from browsers.

HOW AND WHEN WE USE INFORMATION, INCLUDING FOR MARKETING AND ADVERTISING

We use the information we collect to provide our Services and communicate with you. We also use it to improve our Services, develop new products and services, give recommendations, deliver personalized consumer experiences (including marketing and advertising for our own and others' products and services), investigate theft and other illegal activities, and to ensure a secure online environment.

We may combine information across our systems, platforms, and databases. This includes combining information we receive from third parties and information about your use of our Services. We may also combine information about your use of one Service with information we get from your use of another Service.

Learn more about our uses of your Information and see examples

To Provide the Services

- Set up your account and account management
- Measure credit and payment risk
- Service delivery
- Bill and invoice
- Authenticate access to your account, including Identity verification
- Management of the network and devices supporting our service and our systems, and other maintenance and operations
- Provide technical support
- Help with hardware and software upgrades for devices and systems

To Communicate with You

- Respond to your questions
- Personalize communications and your experience
- Send you service-related announcements and surveys

To Understand Your Use of and Make Improvements to Our Services

- Understand the use of our existing Services
- Identify and develop new products and services
- Create measurement and analytics reports for us and others

To Provide Recommendations and Deliver Relevant Advertising

- Market the Services
- Recommend movies or television shows to you
- Let you know which products and services we think may be of interest to you
- Help third-party advertisers and programmers deliver more relevant advertising on our Services and other services and platforms

To Investigate Theft or Other Illegal Activities, to Ensure a Secure Online Environment, and to Protect Health and Safety

- Detect the unauthorized use, or abuse of the Services
- Protect our customers from fraudulent, abusive, or unlawful use of the Services
- Protect our rights, our personnel, and our property
- Comply with applicable law
- To protect the health and safety of our customers, employees, contractors, or the general public

WHEN AND WITH WHOM WE SHARE INFORMATION

You are in control of your data. We do not sell, and have never sold, information that identifies who you are to anyone. This includes your Internet usage information, video usage information, or call detail information. If you participate in offers that require us to disclose your identifiable data, we will, but only at your direction and with your consent.

We share personal information with others when it's needed to provide you with our Services, including with credit reporting agencies. We also share personal information with others:

- When you direct us to do so, including to authorize other users on your account
- When required by law or to respond to legal process
- To protect our property or rights or the safety of our employees, our customers, or other individuals

If we share your personal information with other companies for their own marketing and advertising activities, we will first get your consent. This may be through [opt-in or opt-out settings](#), depending on the type of personal information shared.

We may also share personal information that does not identify you with third parties for their own marketing and advertising purposes, which you can opt out of. This mainly occurs when you interact with our websites and mobile applications that contain third-party cookies or other advertising trackers. To learn more about this, please read our Cookie Notice (www.xfinity.com/privacy/policy/cookienotice).

Learn more about when and with whom we share information

The Comcast Family of Businesses

If Comcast shares the personal information it collects about you with separate Comcast companies, such as NBCUniversal-branded companies, to use for their own purposes, we will first give you the choice to opt out of or opt in to any sharing in the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices).

Account Owners and Other Authorized Users

We may share information about a customer's account and use of a Service to the primary account owner following appropriate authentication. The primary account owner may also allow others to see information on the account.

Service Providers

To provide and support the Services, sometimes we use other companies as service providers to transmit, collect, process, or store information for us. We require these service providers to treat the information we share with them as confidential and to use it only for providing their services to us. These include:

- **Billing and collection providers**, such as payment processors and organizations that assist us in assessing your credit and payment status
- **Accounting, auditing, and tax providers**
- **Insurance providers**

- **Professional services providers**, such as firms that provide consultative services, assist with improving our programming, provide legal services, or supply project-based resources and assistance
- **Analytics services**, including entities that analyze traffic to and on our websites, analyze how our Services are used, and assist with identifying and communicating with potential customers
- **Marketing, advertising, and sales entities** that assist us in creating and executing marketing, advertising, and sales programs, including order application processing, and printing, mailing, and electronic communications services
- **Security providers**, such as entities that assist with security incident verification and response, service notifications, fraud prevention, identity verification and management, and authentication
- **Information technology providers**, such as entities that assist with website design, hosting, and maintenance, data and software storage, and network operations
- **Customer service support**, including services related to our call centers, installation, maintenance, and repair services

Third Parties

We do not sell, and have never sold, information that personally identifies who you are to anyone. Although permitted by federal law, we do not disclose your name and address to non-governmental entities, such as charities or businesses, for their own marketing purposes.

Sometimes, you may ask us to share information that personally identifies you with another company^①. In that instance, we will make sure you give us clear direction about what you want us to share and with whom, before we share that information.

Other sharing with third parties can include:

Social Media Companies

You may interact with parts of our Services that cause information to be published to your social networks. For example, you may click on a Facebook "like" button, which publishes to your Facebook account that you "like" one of our Services. On those parts of our websites with social network functionality, a social network may be able to collect information about you. For example, if a page contains a Facebook "like" button, Facebook may be able to collect data about your visit to that page, even if you don't click on the "like" button. To control this sharing of information, please review the privacy policy of the relevant social network and/or sign out of it before you use our Services.

Online Advertising Partners

We may use cookies or other technology to deliver personalized advertising to you when you visit other websites, including advertising based on the products and services you viewed on our Services. We also allow our partners, including advertisers and service providers, to use cookies and similar tracking technologies when you use our Services. For more information about the use of cookies and other technologies on our online Services, please see the Cookie Notice (www.xfinity.com/privacy/policy/cookienotice).

Audience Measurement and Analytics Companies

We work with business partners to help us measure and analyze how our customers are using our Services. For video, this includes assessing which programs are most popular, how many people watch a program to its conclusion, whether people are watching advertisements, and what programming and video content we will carry on the Services. It also includes determining how our customers prefer to view certain kinds of programming when they use our Services, such as whether they like to watch certain programs live, or if they prefer to view them on demand, on mobile devices, or online. Our business partners may compile this information into reports with aggregated and anonymous statistics that are then made commercially available (for example, a ratings report that indicates what percentage of viewers watched a particular program live vs. on-demand). Xfinity Stream includes Nielsen's proprietary measurement software, which will allow users to contribute to market research, like Nielsen's television ratings. By visiting www.nielsen.com/digitalprivacy, users can access more information about the measurement software and learn about their choices with regard to Nielsen's measurement.

Non-Xfinity Apps and Partners

Certain Services enable you to interact directly with technology provided by other companies, such as using a non-Xfinity video app^① available through our Services, or accessing our Services through another company's platform or device^①. When you use our Services in connection with any technology provided by another company, you are directing us to interact with that company and that company may collect information from you and our Services. This Privacy Policy does not cover the privacy practices of other companies. For more information about how those companies use your information, please review their privacy policies. For more information about non-Xfinity apps supported on our video Services, please visit <https://my.xfinity.com/privacy/providers>. Certain apps may also run using technology provided by Metrological, a separate Comcast company not subject to this Privacy Policy, whose privacy practices are described at www.metrological.com/privacypolicy.

Consumer Reporting Agencies

We disclose information that personally identifies you to consumer reporting agencies that may be subject to other laws, including the Fair Credit Reporting Act. These disclosures may include information that helps validate your identity, such as your name, current and former addresses, contact information, Social Security number, government-issued identifiers, your payment history and account status, and other identifying information.

Public Safety Authorities

If you have our Xfinity Voice service, Comcast will disclose your name and contact information to public safety authorities such as 911/E911 and related emergency services.

Directory Services, Assistance, and Caller ID

Your name, address, and telephone number may be sent to publishers to be printed in directories and posted in online directories. Once that information is printed or posted online, it is outside of our control and may be sorted or repackaged and made available again in different formats by anyone, including data aggregators, for a variety of purposes, including marketing. For a fee, you can choose to have a nonpublished number, which means that Comcast will not provide your name, address, and telephone number for publishing in the phone book and online directories. You can also choose to have a published number, but choose the "omit address feature," which means we will not provide your street address for publishing in the phone book and online directories. If initiating service online, select "non-published" option, otherwise call 1-800-XFINITY to sign up.

We may also make your number, name, and address available to directory assistance (411) providers. If you have a nonpublished number, Comcast will not make your number available through directory assistance. Comcast may still share your name and address with the 411 provider when specified by law (but the provider is not authorized to share your non-published number).

Please note: While the non-published feature will keep your name, address, and telephone number out of printed and online directories over which Comcast exercises control, even a non-published phone number may exist in databases not controlled by Comcast – if, for example, your present telephone number or address was previously published under your name, or if you provided this information to businesses or government agencies. One way to help protect your privacy may be to request assignment of a new telephone number (with which your name has not previously been associated). You may also want to activate Caller ID Blocking or select the do-not-call option.

Caller ID provides your name and telephone number to the person you are calling – even if you have a nonpublished number. Per Line Caller ID Blocking will automatically block Caller ID for all calls you make from your registered telephone number and can be activated by calling 1-800-XFINITY. Per Call Caller ID Blocking will block name and number on a per-call basis and can be activated by dialing *86 before each call you want to block.

Potential Purchasers of our Business

If we enter into a potential or actual merger, acquisition, or sale of all or a portion of our assets, then information about you and your subscription will, in most cases, be shared or transferred as part of the transaction. This includes information that personally identifies you. If this Policy will be changed as a result of such a transaction, you should refer below under "Changes to this Privacy Policy."

Government and Other Entities When Required by Law or To Protect Comcast and Others

There are times when we may be required by law to disclose information about you to third parties. This may happen with or without your consent, and with or without notice, in compliance with the terms of valid legal process such as a subpoena, court order, or search warrant.

If you subscribe to our Xfinity Video service, Comcast may be required to disclose information that personally identifies you to a governmental entity in response to a court order. In this case, the Cable Act requires that you be given the opportunity to appear in a court proceeding to contest any claims made in support of the court order, and the governmental entity must offer clear and convincing evidence that you are reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. For more information, see "Your Rights and Our Limitations Under Federal Laws."

If you subscribe to the Xfinity Internet, Voice, Mobile, or Home security and automation Services, Comcast may be required to disclose information that personally identifies you to a governmental entity in response to a subpoena, court order, or search warrant, depending on the type of information sought. We may be prohibited from notifying you of any such disclosures by the terms of the legal process.

A non-governmental entity, such as a civil litigant, can seek information that personally identifies you or your use of the Xfinity Video, Internet, or Voice Services only pursuant to a court order, and we are required by the Cable Act to notify you of such court order. If Comcast is required to give information that personally identifies you to a private third party in response to a civil court order for these or other Services, we will notify you prior to making such disclosure unless legally prohibited from doing so.

We may also disclose information that personally identifies you as permitted by law and without your consent when it is necessary to protect our customers, employees, or property; in emergency

situations; or to enforce our rights under our terms of service and policies.

HOW WE PROTECT YOUR INFORMATION

We follow industry-standard practices to secure the information we collect to prevent the unauthorized access, use, or disclosure of any personal information we collect and maintain. These security practices include technical, administrative, and physical safeguards, which may vary, depending on the type and sensitivity of the information. Although we take the responsibility of safeguarding your personal information seriously, no security measures are 100% effective and we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose your information. Comcast also takes additional steps to increase the security and reliability of customer communications. We do not read your outgoing or incoming email, file attachments, video mail, private chat, or instant messages. However, we (along with our service providers) use software and hardware tools to help prevent and block "spam" emails, viruses, spyware, and other harmful or unwanted communications and programs from being sent and received over Comcast.net email and the Comcast Services. To help protect you and the Services against these harmful or unwanted communications and programs, these tools may automatically scan your emails, video mails, instant messages, file attachments, and other files and communications. We do not use these tools for marketing or advertising.

HOW LONG WE KEEP YOUR INFORMATION

We keep your personal information for different lengths of time depending on the type of information and the business and legal requirements. For example, if you are a customer, we keep information that personally identifies you as long as you subscribe to one or more of our Services. If you no longer subscribe to a Service, we still may need that information for business and legal requirements, such as to protect against fraud, calculate taxes, or respond to legal requests. Other information is deleted automatically after a set period of time, often set by law, unless we are legally required to hold it longer, such as for pending litigation. We destroy, de-identify, or anonymize the information when it is no longer needed in identifiable form.

THE CHOICES YOU HAVE TO CONTROL OUR USE OF PERSONAL INFORMATION

You have many choices about how we communicate with you and how we use or share your information. You can manage these settings in the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices). If you change your mind, you can update your preferences any time.

Learn more about your privacy choices

For your convenience, we have created the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices), where you can manage:

- how we process personal information linked to your account for certain uses associated with audience measurement, analytics, and personalized advertising for third-party products and services based on your interests
- whether we use your sensitive personal information for personalized recommendations, advertising, and marketing
- your preferences regarding which cookies are stored by our website in your browser when you visit
- your preferences regarding communications, offers, and notifications from us

You can find out more about the choices you have and set your preferences. If you change your mind, you can return any time to update it. Some of the choices are limited to our use of certain customer information and may require you to sign into your account.

We understand that sometimes you may want to speak to a Comcast representative who can assist you with your choices. You can contact Comcast at [1-800-XFINITY](tel:1-800-XFINITY) and ask us to put your name on our internal company "do not call," "do not mail," or "do not knock" list.

If you subscribe to Xfinity voice service, when you are interacting with one of our customer service representatives, such as on a call, in our offices, or during an online chat session, we may ask you for your oral consent to the use of your customer proprietary network information or "CPNI" for the purpose of reviewing your account and providing you with an offer for other products and services. If you provide consent, Comcast may use your CPNI only for the duration of that telephone call or discussion in order to offer you additional services. If you deny or restrict your approval for us to use your CPNI, you will suffer no effect, now or in the future, on how we provide any services to which you subscribe.

Additional privacy preferences may be available to you on the devices you use to access the Services.

HOW TO ACCESS AND CORRECT THE INFORMATION IN OUR RECORDS

Part of our commitment to transparency includes giving our customers access to the personal information we have about them. If you subscribe to our Services, you have the ability to see and correct your personally identifiable information through your online account services.

Certain states may give you additional rights, as described in the "Additional Information regarding other laws and individual rights" section of this Privacy Policy.

All individuals may also make requests to access and correct certain personal information, and to have us delete certain personal information through our Privacy Center by visiting www.xfinity.com/privacy/requests.

Learn more about how to access personally identifiable customer information

If you subscribe to an Xfinity Service, you may correct or update information in your account by visiting www.xfinity.com or by contacting us as described below. If you are an Xfinity Home customer, you can also correct or update your contact and emergency information in the Xfinity Home app. We will correct our records once we have verified that the changes you request are proper.

If you subscribe to Xfinity TV, Internet, or Voice services and would like to see your own personally identifiable information, other than your customer proprietary network information ("CPNI"), you may do so at your local Comcast office. To do so, please contact us by email at Comcast_Privacy@comcast.com or by phone at 1-800-XFINITY, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment during regular business hours. You will need to have proper identification and will only be able to see the personally identifiable information in your account and no other account.

If you make a written request for a copy of your Xfinity Voice or Mobile CPNI, we will provide you with the relevant information we have by mailing it to your account address, or to any person authorized by you, if we reasonably believe the request is valid. However, subscribers to our Xfinity Voice and Mobile Services should be aware that we generally do not provide them with records of any inbound or outbound calls or other records that we do not furnish in the ordinary course of business (for example, as part of a bill) or which are available only from our archives, without valid legal process such as a court order. In addition, we cannot correct any errors in customer names, addresses, or telephone numbers appearing in, or omitted from, our or our vendors' directory lists until the next available publication of those directory lists. Further, we may have no control over information appearing in the directory lists or directory assistance services of directory publishers or directory assistance providers that are not owned by us.

Comcast reserves the right to charge you for the reasonable cost of retrieving and photocopying any information or documents that you request, where permitted by law.

YOUR RIGHTS AND OUR LIMITATIONS UNDER FEDERAL LAWS

The federal Cable Act imposes limitations on our collection and sharing of information that personally identifies you when you subscribe to Services that use the facilities of the Comcast cable system. The Communications Act imposes restrictions on our use and sharing of CPNI when you use Services that are deemed telecommunications services.

Learn more about your rights and our limitations under federal laws

The Cable Act and Personally Identifiable Information

This Privacy Policy is designed to comply with Section 631 of the Cable Communications Policy Act of 1984, as amended, (the "Cable Act"). The Cable Act permits Comcast to use the cable system to collect personally identifiable information about you. Personally identifiable information is information that identifies you specifically; it does not include de-identified, anonymous, aggregate, or other data that does not identify you. We may collect personally identifiable information when it is necessary to render cable services or other services to you and to detect unauthorized reception or use of the services. We may use the cable system to collect personally identifiable information about you for additional purposes with your prior written or electronic consent. The Cable Act also permits Comcast to disclose personally identifiable information if the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided to you; required by law or legal process; or limited to your name and address, subject to your opt-out consent. The frequency of any disclosure of personally identifiable information varies in accordance with our business needs and activities as described in this Policy.

If you believe that you have been aggrieved by any act of ours in violation of the Cable Act or other applicable laws, we encourage you to contact us directly at Comcast_Privacy@comcast.com in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act as applicable with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys' fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.

This Privacy Policy neither supersedes, enhances, nor modifies any arbitration agreement to which you may be bound as a subscriber to one or more of the Services.

The Communications Act and CPNI

Section 222 of the Communications Act of 1934, as amended (the "Communications Act"), provides additional privacy protections for information about the quantity, technical configuration, type, destination, location, and amount of your use of telecommunications services, including Xfinity Voice and Mobile Services, and the information about those services contained on your bills for those

Services. This information is known as customer proprietary network information or "CPNI." CPNI does not include your name, address, or telephone number, which is defined by the Communications Act as "subscriber list information." However, that information is otherwise considered personally identifiable information.

If you are a customer of Xfinity Voice or Mobile Service, or another Service that is subject to these requirements, you have the right, and Comcast has a duty, under the Communications Act and other applicable laws, to protect the confidentiality of your CPNI. In addition, the FCC's rules provide additional privacy protections and choices regarding use and sharing that are specific to our Voice and Mobile service that we describe in this Policy.

ADDITIONAL INFORMATION REGARDING OTHER LAWS AND INDIVIDUAL RIGHTS

CALIFORNIA NOTICE AT COLLECTION

California law provides California residents with rights to receive certain disclosures regarding the collection, use, and sharing of "Personal Information," rights to access, delete, correct certain Personal Information we collect about them, restrict us from "selling" or "sharing" certain Personal Information, and limit our use of Sensitive Personal Information, as defined by the law and described in the categories below. These rights apply to all residents of CA, regardless of whether you are a customer, business contact, or member of the workforce. As a California resident, you have a right not to receive discriminatory treatment for the exercise of your privacy rights.

The California Consumer Privacy Act defines "Personal Information" to mean "Information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household."

You or your authorized agent may submit a request to exercise these rights by visiting www.xfinity.com/privacy/requests or calling us at 1-844-963-0138. To opt out of targeted advertising and the sale or sharing of Personal Information, or to set preferences regarding our use of Sensitive Personal Information, please visit the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices) and make the appropriate selections in the Settings menu of your relevant devices including X1, Flex, and Xumo TV.

Residents of the State of California also have the right to request information regarding third parties to whom the company has disclosed certain categories of personal information during the preceding year for the third parties' direct marketing purposes under California's "Shine the Light" law (Cal. Civ. Code §1798.83). Personal Information under this California law means "any information that when it was disclosed identified, described, or was able to be associated with an individual." We do not disclose this type of personal information to third parties for their own purposes and we permit you to opt out of any disclosures of non-identifiable personal information. However, if you are a California resident and would like to inquire further, please email Comcast_Privacy@comcast.com.

Learn more about your rights If you are a California resident and how to exercise them

Collection, Use, and Retention of Personal Information

The general section of this Privacy Policy describes the types of personal information we collect, how we collect it, how we use it in categories that are easy to understand. The CCPA requires us to disclose the personal information we have collected about consumers in the following categories. Some of the categories include very different types of information within the same category and certain personal information may fall into multiple categories. How we use and how long we keep the information within each category will vary^①, and not all types of information within the same category will be used for all the purposes listed.

California law also requires us to provide information regarding the criteria we use to determine the length of time for which we retain personal information. We utilize the following criteria to determine the length of time for which we retain personal information:

- The business purpose for which the information is used, and the length of time for which the information is required to achieve those purposes;
- Whether we are required to retain the information in order to comply with legal obligations or contractual commitments, or is otherwise necessary to investigate theft or other illegal activities, to ensure a secure online environment, or to protect health and safety;
- The privacy impact on the consumer of ongoing retention, including the consumer's likely expectations in light of the sensitivity of information and our Privacy Commitments; and
- The manner in which information is maintained and flows through our systems, and how best to manage the lifecycle in light of the volume and complexity of the systems in our infrastructure.

Individual pieces of personal information such as those listed above may exist in different systems that are used for different business or legal purposes. A different maximum retention period may apply to each use case of the information. Certain individual pieces of information may also be stored in combination with other individual pieces of information, and the maximum retention period may be determined by the purpose for which that information set is used.

Categories	Examples	Source	Purpose of collection and use
Identifiers	Name, alias, postal address, unique personal identifier, online identifier, Internet protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers	Directly from you when you provide it to us, such as when you create an account From our systems when we generate the information and assign it to you, such as your account number or your IP address from third parties From third parties	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services
Additional categories of information listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	A name, signature, Social Security number, physical characteristics or description, address, telephone number, driver's license or state identification card number, education, employment, bank account number, credit card number, debit card number, or any other financial information. Some personal information included in this category may overlap with other categories	Directly from you when you provide it to us, such as when you create an account or pay for your Services From third parties	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services
Protected classification characteristics under California or federal law	Age (40 years or older), national origin, marital status, gender, veteran or military status	Directly from you when you provide it to us, such as when you sign up for an offer for veterans From third parties who make inferences regarding your household, such as marital status or the age ranges of people within your household	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services
Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies	From you when you complete transactions with us From third parties	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services
Biometric information	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, scans of the hands or face geometry, and voiceprints, irises or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data	Directly from you when you provide it to us, such as when you seek to authenticate your identity From our systems when you opt in to certain features of our Services, such as Xfinity Home security, that may collect information and generate inferences about physical patterns to deliver the Services and applicable features you have selected	To offer or provide our Services To verify your identity To make improvements to our existing Services and create new products, services, or features To protect the health and safety of our customers, employees, contractors, or the general public

Categories	Examples	Source	Purpose of collection and use
Internet or other electronic network activity information	Browsing history, search history, and information regarding your interaction with one of our Internet websites, applications, or an advertisement	From our systems when you use or interact with our Services From third parties. For more information on these third parties, see our Cookie Notice (www.xfinity.com/privacy/policy/cookienotice)	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To personalize our Services and to provide marketing and advertising, when you use our websites like Xfinity.com or ComcastBusiness.com or apps (see our Cookie Notice at www.xfinity.com/privacy/policy/cookienotice) We do not use information collected from our broadband network through the provision of Xfinity Internet or Xfinity Mobile for these purposes
Geolocation data	Precise physical location or movements	From our systems when you use or interact with Services that collect this information, such as Xfinity Mobile or the Xfinity apps and websites	To offer or provide our Services To make improvements to our existing Services To personalize our Services and to provide marketing and advertising; we do not use information collected from our provision of Xfinity Internet or Xfinity Mobile for these purposes
Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information	From our systems when you use certain features of products and services that may collect information and generate inferences about physical patterns, such as Xfinity Home security features or when you use the Voice Remote to deliver Services and applicable features that you have selected	To provide our Services To make improvements to our existing Services and create new products, services, or features
Inferences drawn from other personal Information	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes	From our systems through a series of computer processes	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services
Sensitive Personal Information	Social security, driver's license, state identification card, or passport number; account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; precise geolocation; racial or ethnic origin, religious or philosophical beliefs, or union membership; the contents mail, email and text messages; genetic data and biometric information; information collected and analyzed concerning a consumer's health; or information collected and analyzed concerning a consumer's sex life or sexual orientation. Some personal information included in this category may overlap with other categories. We do not collect all of these examples of Sensitive Personal Information, nor do we use all types of Sensitive Personal Information for the purposes described below.	Directly from you when you provide it to us, such as when you create an account or pay for your Services From our systems when you use or interact with Services that collect this information or when you opt in to certain features of our Services From third parties who make inferences regarding your household	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services To verify identity and to protect the health and safety of our customers, employees, contractors, or the general public

Disclosures to Third Parties for a Business Purpose

For all enumerated categories listed above, we limit disclosures of Personal Information for business purposes to service providers, as described in "When and With Whom We Share Information."

Sharing and Sale of Personal Information and Right to Opt Out

The CCPA requires companies to include certain disclosures relating to your right to opt out of "sale" or "sharing." We do not sell information that identifies who you are to anyone and we do not knowingly sell the personal information of consumers under 16 years of age. To opt out of the sale or sharing of non-identifying information, please visit the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices) and make the appropriate selections in the Settings menu of your relevant devices including X1, Flex, and Xumo TV. Please note that your right to opt out does not apply to our sharing of data with service providers, with whom we work and who are required to use the data only on our behalf. Below are the types of information "sold" and the categories of third parties that receive the information. This information does not, in and of itself, identify who you are.

Identifiers to affiliates, advertising networks, data analytics providers, social networks, and audience measurement companies.

Internet or other electronic network activity information to affiliates, advertising networks, data analytics providers, social networks, and audience measurement companies.

Inferences drawn from other personal information to advertising networks.

Right to Know, Right to Request Correction, and Right to Request Deletion of Information

California residents have the right to request that we disclose what personal information we collect, use, and sell, as well as the right to request that we delete certain personal information that we have collected from you. If we hold personal information that is not accurate, California residents have the right to request that we correct this information. You or your authorized agent may submit a request to exercise your rights by visiting www.xfinity.com/privacy/requests or calling us at 1-844-963-0138.

For your security and to ensure unauthorized third parties do not access your personal information, we will require you to verify your identity before we can act on your request. If you are a current customer or still have access to your account, you will be required to authenticate through your Xfinity account. If you do not have an account with us, you will be required to provide an email address and mobile phone number to start the verification process. You may also be required to provide a qualified government-issued photo identification. If you are asking for access on behalf of someone else, we will require verification of your identity, as well as proof of authorization by the individual whose personal information you wish to access.

There may be information we will not return in response to your access request, such as information that would affect the privacy of others or interfere with legal requirements. Similarly, there may be reasons why we cannot comply with your deletion request, such as the need to keep your personal information to provide you service or to fulfill a legal obligation. In certain circumstances, we may not collect sufficient identifiers to match information in our records with your request.

Right to Restrict Use of Sensitive Personal Information

California residents have the right to request that we restrict our use of Sensitive Personal Information. You can limit our use and disclosure of your Sensitive Personal Information for personalized recommendations, marketing, and advertising purposes through the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices).

Right to Information Regarding Participation In Data Sharing for Financial Incentives

We may run promotions from time to time and ask you to share personal information with us in exchange for discounts. We will always give you clear notices about these types of programs when you sign up, and participation is always voluntary. If you change your mind, you will always be able to opt out, and if you don't participate, you will still be able to use our Services.

To review the number of requests we have received over time, how we have complied with those requests, and the median or mean number of days in which we respond to such requests, please visit www.xfinity.com/privacy/reports.

ADDITIONAL INFORMATION REGARDING COLORADO RESIDENTS' PRIVACY RIGHTS

Colorado law provides Colorado residents with rights to access, delete, and correct certain "Personal Data" we collect about them, as well as to restrict the use of that Personal Data for targeted advertising, restrict the "sale" of that Personal Data, and control our use of Personal Data considered sensitive. If you are a Colorado resident, you also have a right not to receive discriminatory treatment for the exercise of your privacy rights. While Colorado residents have the right to opt out of automated profiling that would produce legal or other similarly significant effects, we do not use Personal Data to make automated decisions in any situation where you would have a legal right to opt out.

The Colorado Privacy Act defines "Personal Data" to mean "any information that is linked or reasonably linkable to an identified or identifiable individual." When we use the term "personal information" in our Privacy Policy, it includes Personal Data covered by this definition.

You or your authorized agent may submit a request to exercise your access, deletion, and correction rights by visiting www.xfinity.com/privacy/requests or calling us at 1-844-963-0138. For your security and to ensure unauthorized third parties do not access your personal information, we will require you to verify your identity before we can act on your request. If you are a current customer or still have access to your Xfinity account, you will be required to authenticate through your Xfinity account. If you do not have an account with us, you will be required to provide an email address and mobile phone number to start the verification process. You may also be required to provide a qualified government-issued photo identification. If you are asking for access on behalf of someone else, we will require verification of your identity, as well as proof of authorization by the individual whose personal information you wish to access.

To opt out of targeted advertising and the sale or sharing of Personal Data, or to set preferences regarding our use of sensitive Personal Data, please visit the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices) and make the appropriate selections in the Settings menu of your relevant devices including X1, Flex, and Xumo TV.

If we deny your request, you have the right to appeal our decision. You can request further review through www.xfinity.com/privacy/requests.

ADDITIONAL INFORMATION REGARDING CONNECTICUT RESIDENTS' PRIVACY RIGHTS

Connecticut law provides Connecticut residents with rights to access, delete, and correct certain "Personal Data" we collect about them, as well as to restrict the use of that Personal Data for targeted advertising, restrict the "sale" of that Personal Data, and control our use of Personal Data considered sensitive. If you are a Connecticut resident, you also have a right not to receive discriminatory treatment for the exercise of your privacy rights. While Connecticut residents have the right to opt out of automated profiling that would produce legal or other similarly significant effects, we do not use Personal Data to make automated decisions in any situation where you would have a legal right to opt out.

The Connecticut Data Privacy Act defines "Personal Data" to mean "any information that is linked or reasonably linkable to an identified or identifiable individual." When we use the term "personal information" in our Privacy Policy, it includes Personal Data covered by this definition.

You or your authorized agent may submit a request to exercise your access, deletion, and correction rights by visiting www.xfinity.com/privacy/requests or calling us at 1-844-963-0138. To opt out of targeted advertising and the sale or sharing of Personal Data, or to set preferences regarding our use of sensitive Personal Data, please visit the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices) and make the appropriate selections in the Settings menu of your relevant devices including X1, Flex, and Xumo TV. If we deny your request, you have the right to appeal our decision. You can request further review through www.xfinity.com/privacy/requests.

ADDITIONAL INFORMATION REGARDING MAINE RESIDENTS' PRIVACY RIGHTS

Maine's Broadband Internet Access Service Customer Privacy Act generally prohibits providers of broadband Internet access service ("Providers") from using, disclosing, selling or permitting access to "customer personal information" without a customer's express, affirmative consent, which may be revoked at any time.

However, no consent is required for the collection, retention, use, disclosure, or sale or access to customer personal information when such activities are required to:

- Provide the service from which such information is derived or for the services necessary to the provision of such service;
- Advertise or market the Provider's communications-related services to the customer;
- Comply with a lawful court order;
- Initiate, render, bill for and collect payment for broadband Internet access service;
- Protect users of the provider's or other providers' services from fraudulent, abusive or unlawful use of or subscription to such services; or
- Provide geolocation information concerning the customer:
 - For the purpose of responding to a customer's call for emergency services, to a public safety answering point; a provider of emergency medical or emergency dispatch services; a public safety, fire service or law enforcement official; or a hospital emergency or trauma care facility; or
 - To a provider of information or database management services solely for the purpose of assisting in the delivery of emergency services in response to an emergency.

A Provider may not refuse to serve a customer who does not provide consent when required or charge a customer a penalty or offer a customer a discount based on the customer's decision to provide or not provide consent.

A Provider shall take reasonable measures to protect customer personal information from unauthorized use, disclosure or access, taking into account the nature and scope of the Provider's activities, the sensitivity of the data the provider collects, the size of the Provider, and the technical feasibility of the security measures.

In addition, a Provider may use, disclose, sell, or permit access to non-CPI, unless the customer opts out.

If you are an Xfinity customer, you can manage your account information and review your privacy settings at www.xfinity.com/privacy/your-privacy-choices. To review the full Xfinity privacy policy, visit www.xfinity.com/privacy. To learn more about our privacy commitments, including our commitment to protect your privacy when you use our broadband Internet service, please visit www.xfinity.com/privacy.

ADDITIONAL INFORMATION REGARDING UTAH RESIDENTS' PRIVACY RIGHTS

Utah law provides Utah residents with rights to access and delete certain "Personal Data" we collect about them, as well as to restrict the use of that Personal Data for targeted advertising, restrict the "sale" of that Personal Data, and control our use of Personal Data considered sensitive. If you are a Utah resident, you also have a right not to receive discriminatory treatment for the exercise of your privacy rights.

The Utah Consumer Privacy Act defines "Personal Data" to mean "information that is linked or reasonably linkable to an identified or identifiable individual." When we use the term "personal information" in our Privacy Policy, it includes Personal Data covered by this definition.

You or your authorized agent may submit a request to exercise your access and deletion rights by visiting www.xfinity.com/privacy/requests or calling us at 1-844-963-0138. To opt out of targeted advertising and the sale or sharing of Personal Data, or to set preferences regarding our use of sensitive Personal Data, please visit the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices) and make the appropriate selections in the Settings menu of your relevant devices including X1, Flex, and Xumo TV.

ADDITIONAL INFORMATION REGARDING VIRGINIA RESIDENTS' PRIVACY RIGHTS

Virginia law provides Virginia residents with rights to access, delete, and correct certain "Personal Data" we collect about them, as well as to restrict the use of that Personal Data for targeted advertising, restrict the "sale" of that Personal Data, and control our use of Personal Data considered sensitive. If you are a Virginia resident, you also have a right not to receive discriminatory treatment for the exercise of your privacy rights.

The Virginia Consumer Data Protection Act defines "Personal Data" to mean "any information that is linked or reasonably linkable to an identified or identifiable natural person." When we use the term "personal information" in our Privacy Policy, it includes Personal Data covered by this definition.

You or your authorized agent may submit a request to exercise your access, deletion, and correction rights by visiting www.xfinity.com/privacy/requests or calling us at 1-844-963-0138. To opt out of targeted advertising and the sale or sharing of Personal Data, or to set preferences regarding our use of sensitive Personal Data, please visit the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices) and make the appropriate selections in the Settings menu of your relevant devices including X1, Flex, and Xumo TV. If we deny your request, you have the right to appeal our decision. You can request further review through the request dashboard (www.xfinity.com/privacy/requests).

ADDITIONAL INFORMATION REGARDING EEA, SWITZERLAND, AND UNITED KINGDOM RESIDENTS' PRIVACY RIGHTS

The EU General Data Protection Regulation and the UK General Data Protection Regulation provide residents of the EEA, United Kingdom, and Switzerland the rights to receive notice regarding the purposes for which your data are processed and the legal basis for our processing, the categories of recipients of your personal information, whether the personal information will be transferred outside these jurisdictions, and the criteria we use to determine how long to retain your data. You also have the right to receive notice about your rights. These rights apply to all residents of these locations, regardless of whether you are a customer, business contact, or member of the workforce.

The GDPR defines "Personal Data" to mean "any information that is linked or reasonably linkable to an identified or identifiable natural person." When we use the term "personal information" in our Privacy Policy, it includes Personal Data covered by this definition.

Learn more about your rights if you are an EEA, Switzerland, or United Kingdom resident and how to exercise them

RIGHT TO BE INFORMED

The general section of this Privacy Policy describes the types of personal information we collect, how we collect it, and how we use it in categories that are easy to understand. For information on our retention practices, please see "How long we keep your information" above.

Legal Basis for Processing

We rely on a variety of legal bases to process your personal information. We mainly process your personal information because it is necessary to perform our agreement to provide the Services to you or because the processing is necessary for our legitimate interests where those interests do not override your fundamental rights and freedoms related to data privacy. Where we rely on legitimate interest as the lawful basis, our legitimate interest is necessary for promoting our business, improving the services we offer to you and your experience when you interact with us, and ensuring effective operational management and internal administration of our business and the exercise of our rights. In limited circumstances, we may rely on other legal bases for processing your personal information, including when necessary to comply with a legal obligation or where you provide your consent for processing.

Cross-Border Transfer of Information

Certain personal information may be transferred to and processed in the US and other countries where we have facilities or in which we engage service providers. The laws in the U.S. regarding personal information may be different from the laws of your state or country. We implement appropriate safeguards to protect your personal information as required by relevant law, including supplemental measures, if we transfer your personal information outside of the EEA, UK, or Switzerland.

EU and UK Representative Entities, DPO

Xumo LLC is a Data Controller operating Xumo Play, a free advertising-supported video on demand service that primarily offers a selection of programming content through an app. The data protection officer (DPO) for Xumo LLC can be contacted at dpo@xumo.com.

For individuals who access Xumo LLC products and services from the EU or the UK and wish to exercise their rights under the EU GDPR or the UK DPA 2018, respectively:

Comcast International France SAS has been appointed as Xumo LLC's **EU Representative** under Article 27 of the GDPR, and Comcast International Holdings UK Limited has been appointed as Xumo LLC's **UK Representative** under Article 27 of the UK GDPR.

All inquiries from individuals in the EU or UK related to the processing of their personal information or any inquiries from Supervisory Authorities should be addressed to representative@xumo.com, or send a letter to:

EU Inquiries:

Comcast International France SAS
115-123 Avenue Charles de Gaulle, 5th Floor
92200 Neuilly Sur Seine
Paris, France

UK Inquiries:

Comcast International Holdings UK Limited
5 Churchill Place, 10th Floor
London, UK

You can read more about how you can exercise your rights directly below.

RIGHT OF ACCESS, RIGHT TO DATA PORTABILITY, RIGHT TO REQUEST CORRECTION, AND RIGHT TO REQUEST DELETION OF INFORMATION

You have the right to request that we:

- Give you access to, and a copy of your personal information we hold in our systems;
- Correct or update inaccurate or incomplete personal information we have about you;
- Delete all or some of the personal information we have about you (e.g., if it is no longer needed to provide Services to you).

To submit a request to exercise your rights, please complete the form available at www.xfinity.com/privacy/requests. We may have a reason under the law why we do not have to comply with your request, or may comply with it in a more limited way than you anticipated. If we do, we will explain that to you in our response. Please note that, in order to verify your identity, we may require you to provide us with information prior to accessing any records containing information about you. In certain circumstances, we may not collect sufficient identifiers to match information in our records with your request.

RIGHT TO OBJECT, WITHDRAW CONSENT, AND RESTRICT PROCESSING

You have the right to request that we:

- Stop using, and ensure that all third parties stop using, some or all of your personal information (e.g., if we no longer have a legal basis to process it);
- Stop contacting you with promotional messages.

You can exercise these rights by visiting the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices) and making the appropriate selections in the Settings menu of your relevant Comcast/Xfinity issued devices.

RIGHT TO OPT OUT OF AUTOMATED PROCESSING

You have the right to opt-out of automated processing where such processing would produce legal or other similarly significant effects. However, we do not use personal information of residents of the EEA, Switzerland, and United Kingdom to make automated decisions about you that would have these effects.

RIGHT TO LODGE A COMPLAINT

You have the right to lodge a complaint with your local data protection authority about our use of your personal information.

CHANGES TO THIS PRIVACY POLICY

We may change this Privacy Policy over time as our business needs and those of our customers change. If we make material changes to this Privacy Policy that increase our rights to use personal information that we have previously collected about you, we will notify you through written, electronic, or other means so that you can make any necessary decisions about your ongoing use of our Services.

HOW TO CONTACT US WITH QUESTIONS ABOUT THIS PRIVACY POLICY

- **Send Us a Message:** Comcast_Privacy@comcast.com

Be sure to include your name and address, your Comcast account number (if applicable), and a daytime telephone number where we can reach you.

MORE INFORMATION ABOUT SOME OF THE TERMS AND PHRASES USED IN THE POLICY

Below you can find illustrative examples and more information about the terms used in the policy that have ⓘ next to them.

Personal Information: Includes any information that is linked or reasonably linkable to you.

Products, services, networks, and platforms: Examples of when this policy applies include: Xfinity® TV and Streaming, Xfinity Internet, xFi and Xfinity Advanced Security, Xfinity Voice, Xfinity Stream app, Xfinity WiFi service, Xfinity Home, Xfinity Mobile, Xfinity Flex, Comcast Business Services, Effectv, Xumo, Xumo TV, Xumo Play.

Other products, services, websites, and applications: For example, if you use the Peacock app on your X1 or Xfinity Mobile phone, NBCUniversal's privacy policy will apply to the information collected through that app.

Third parties: Third parties are other companies that collect or maintain information about you and share it with us, such as credit bureaus who share information with us when you sign up for service and consent to a credit check.

Respond to your requests: In order to provide better customer service, we keep track of when you contacted us, what the issue was and what is the best way to get in contact with you.

Tailor our services: We collect data from third parties to better understand your interests and provide personalized offers.

Photographs: For example, we may take a picture of your porch or doorstep with the equipment we deliver to you or aerial photographs of our network to assess network safety and compliance.

Video selection and viewing activity: When you use the video services we directly provide, such as Xfinity TV and the Xfinity Stream app, we know what video selection you made in order to deliver it to you. When you access content from third-party applications on the X1, Flex, or Xumo TV platform, we will only know that you accessed that application, not what you do within those video selections unless you have allowed the sharing of this information.

To help us authenticate you: Some of our services can only be provided in certain geographic areas and require us to know that you are physically located at your service address in order to use them or access information.

Information provided when you integrate other services with our Services: For example, if you download or use another company's tools or features that are compatible with our Services, that other company will collect information about your use of those tools and features and may share additional information with us.

DNS: The address book of the Internet is known as DNS, or Domain Name System. It's how people navigate the Internet. Millions of Comcast customers look up billions of addresses online every day. We delete the DNS queries generated by our Internet customers every 24 hours except in very specific cases where we need to research a security or network performance issue, protect against security threats, or comply with a valid legal request. You may decide to keep that information in your account longer when you enable certain features, such as our advanced security services that allow you to see the websites that are blocked for up to 30 days. But we've never used that data for any sort of marketing or advertising – and we have never sold it to anyone.

Network traffic activity: Where you go on the Internet is your business, not ours. We limit our use of customer network traffic activity to assess how the network is performing; understand trends; stay ahead of capacity demands; build, test, and improve our products and services; and for fraud and security purposes. We do that with a sample of network data and we only connect our customer's network activity to particular individuals when necessary for security or fraud purposes, or required by law.

Xfinity Mobile: We don't sell, and have never sold, your location data when you use our Xfinity Mobile service.

Mobile apps: If you are using a mobile device to access our Services, we may need to know the location of your mobile device or other device in which you have installed one of our applications for certain functionality, such as connecting you to a nearby Xfinity WiFi Hotspot. We will request your consent to collect and use precise geolocation information before we do so. You can prohibit the collection of this information through your device's settings (see "Your Choices") but doing so may limit certain functions and features of our Services.

Demographic: Information like gender, age, and census records.

Interest: Information that indicates your interest in things like sports, travel, or cooking.

Purchase: Information from loyalty program or public records.

Facebook: If you interact with our Services on a device through which you also interact with social networks or if you interact with us through a social media function such as a plug-in (for example, a Facebook "like" button) then you may be permitting us to have on-going access to some information from your social network profile (such as your name, email address, your friend list, photo, age, gender, location, birthday, social networking ID, current city, the people/sites you follow, and so forth). If you don't want a social network to collect the information about you as described above, or you don't want a social network to share it with us and other third parties, please review the privacy settings and instructions of the applicable social network before you interact with our Services.

Measurement and analytics reports for us and others: We and service providers who work on our behalf may combine and use data from our business records – including account information, video activity data, and other usage data – with data from third parties to create measurement and analytics reports. These reports are de-identified or aggregated and do not contain any information that personally identifies you.

We use these reports for many of the purposes described in the Privacy Policy, such as for improving the Services, creating and delivering more personalized advertising on behalf of Comcast and other third parties, determining whether and how an advertiser's messages are viewed, and analyzing the effectiveness of certain advertisements on the Comcast Services and other platforms and services. We also use these reports to work with academic or research groups, and for other uses that help us develop and fund improvements in services and infrastructure. We may share these reports with programmers, advertisers, or others. To learn about the choices you have with respect to our use of your information for these purposes, visit the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/your-privacy-choices).

Opt-in or opt-out settings: For example, if we share personal information that does not personally identify you with others for their own use, we will first give you the choice to opt out of such sharing. In other instances, you may want us to share your name, physical address, or email address with another company, such as when you are signing up for a third-party service through one of our platforms, such as the X1, Flex, or Xumo TV platform. In that instance, we will make sure you give us clear direction to do so, before we pass that information on.

Another company: For example, when you are signing up for a third-party service through our X1 or Flex, you may ask us to share contact information to help you register or log on. Or if you were interested in a product you saw advertised on television and wanted to share your contact information so that the product provider could send you more information, we might present that option to you.

Non-Xfinity video app: For example, when you use Peacock on the X1, Flex, or Xumo TV platform.

Another company's platform or device: For example, when you use the Xfinity Stream app from devices operated by other companies, such as an Apple or Android device.

Vary: For example, the CCPA puts name and social security number in the same category. We may use your name to send you marketing materials for our products, but we will not use your Social Security Number for marketing or advertising.

Customer personal information: (1) Personally identifying information about a broadband customer, including but not limited to the customer's name, billing information, social security number, billing address and demographic data; and (2) Information from a customer's use of broadband Internet access service.

Política de Privacidad de Comcast Xfinity

Vigente a partir del 1 de enero de 2024

Sabemos que le importa su privacidad y la protección de su información personal. Sabemos también que tenemos la responsabilidad de ser transparentes acerca de cómo protegemos su información. Diseñamos esta Política de privacidad con ese fin precisamente. En ella se explican los tipos de información personal que recopilamos y cómo recogemos, utilizamos, mantenemos, protegemos y compartimos dicha información. Esta Política de privacidad también le informa sobre los derechos y opciones que tiene con respecto a su información personal.

Parte de lo que afirmamos en nuestra Política de privacidad es requerido por ley y en ocasiones podrá parecer largo y complicado, pero nos hemos esforzado en tratar de que sea fácil de entender y de ofrecerle ejemplos siempre que sea posible. El Centro de privacidad de Xfinity (<https://es.xfinity.com/privacy>) incluye más información sobre:

- Cómo revisar y administrar su información personal y la actividad de su cuenta
- Cómo administrar sus preferencias, que comprende la configuración de sus preferencias de marketing y publicidad, y la restricción de ciertos usos o divulgaciones
- Cómo puede protegerse mejor en línea

Usted puede revisar esta Política de privacidad y la información del Centro de privacidad de Xfinity en cualquier momento. Si aún tiene dudas, puede [contactarnos](#) para obtener más información.

CUÁNDO CORRESPONDE ESTA POLÍTICA DE PRIVACIDAD

Esta Política de privacidad corresponde a la información que recopilamos cuando usted utiliza o interactúa con entidades comerciales, productos, servicios, redes y plataformas, incluso nuestros sitios web, aplicaciones móviles y otros servicios y dispositivos donde se hace referencia a esta política. Estos pueden incluir servicios de la marca Xfinity, servicios de la marca Comcast, servicios de la marca Xumo y otros productos y servicios que ofrecemos. La presente Política de privacidad también corresponde cuando usted interactúa con nosotros de cualquier otro modo. En este documento nos referiremos a todos ellos como nuestros "Servicios". Corresponde además a la información acerca de usted que recopilamos de terceros.

Esta Política de privacidad **no** corresponde a otros productos, servicios, sitios web y aplicaciones (móviles o de televisión) que usted pueda utilizar o con los que pueda interactuar a través de las plataformas de Xfinity.

Obtenga más información sobre los casos en que corresponde la Política de privacidad

Dado que esta Política de privacidad describe las prácticas de privacidad de todos nuestros Servicios, es posible que ciertas partes de ella no correspondan en su caso. Por ejemplo, si no se suscribe a Xfinity Voice (servicio de telefonía residencial) o a Xfinity Mobile, no recopilaremos información sobre los detalles de sus llamadas. Del mismo modo, si no se suscribe a Xfinity Home, no recopilaremos información sobre los eventos de seguridad de su hogar.

Algunos de los Servicios podrían tener prácticas de seguridad adicionales que se describirán de distintas maneras como, por ejemplo, un contrato separado para servicios de Comcast Business. En la medida que existiera una superposición entre esta Política de privacidad y la política de privacidad específica de un Servicio, prevalecerá la política de privacidad o el contrato específicos del Servicio en lo que respecta al mismo.

Esta Política **no** corresponde a los productos, servicios, sitios web y aplicaciones que no son de Xfinity pero que usted podría utilizar a través de las plataformas Xfinity y, por lo tanto, nosotros no somos responsables de las prácticas de las empresas que proporcionan esas ofertas. Por ejemplo, si usted se suscribe a Xfinity Internet y visita un sitio web de noticias o de compras, corresponderá la política de privacidad de ese sitio web. Si usa una de nuestras plataformas para acceder a un servicio de streaming de otra empresa, la política de privacidad de ese servicio de streaming corresponderá a la información que el servicio recopile sobre su actividad dentro de la aplicación. Del mismo modo, si conecta el termostato inteligente de su hogar a su servicio de seguridad y automatización de Xfinity Home, la política de privacidad de la empresa del termostato inteligente corresponderá a la información que el termostato recopile. Para obtener más información sobre cómo estos productos, servicios, sitios web y aplicaciones ajenos a Xfinity utilizan su información, consulte sus políticas de privacidad.

LA INFORMACIÓN PERSONAL QUE RECOLPILAMOS Y CÓMO LA RECOLPILAMOS

Recopilamos su información personal con el fin de proporcionarle nuestros Servicios. Esto puede incluir información que no lo identifica personalmente, como números de equipo, direcciones IP y números de cuenta. También puede incluir información que sí lo identifica personalmente, como su nombre, dirección y número de teléfono. Llamamos "información de identificación personal" o "PII" a cualquier información que lo identifique.

Si usted permite que otras personas utilicen sus Servicios, también recopilaremos información personal sobre ellas. Si usted utiliza nuestros Servicios a través de la cuenta de otra persona, recopilaremos información sobre usted, pero es posible que esta no nos identifique quién es usted. También podemos recopilar información acerca de usted de terceros.

Recopilamos esta información para ofrecerle nuestros Servicios, comunicarnos con usted, [responder a sus solicitudes](#) y adaptar nuestros Servicios a sus necesidades e intereses.

Obtenga más detalles sobre la información que recopilamos, junto con ejemplos de la misma

Qué información recopilamos

- **Información de contacto:** Información que usamos para mantenernos en contacto con usted, como su nombre completo y su número de teléfono
- **Información sobre la cuenta:** información que usamos para identificarlo y/o con el fin de proveerle o mantener su cuenta y Servicios. Esta información podría incluir información biométrica, como grabaciones de audio y escaneos faciales, cuando se usa como forma de identificación
- **Estadísticas e inferencias:** Información relacionada con su hogar, su cuenta o el uso que hace de los Servicios, así como nuestras predicciones acerca de las cosas que podrían o no ser de su agrado o interés
- **Información de facturación:** información disponible en sus estados de cuenta y otros recibos de pago, incluidas sus transacciones financieras
- **Información demográfica y sobre sus intereses:** Información que obtenemos de otras compañías para adaptar mejor nuestros servicios de programación, marketing y publicidad a usted
- **Información sobre actividad en los servicios:** Información relacionada con el uso que hace de nuestros Servicios

En algunos casos, California exige que usemos nombres diferentes para describir las categorías de información que recopilamos. Para obtener más información acerca de estas categorías, consulte la sección "Información adicional sobre otras leyes y derechos individuales" de esta Política de privacidad.

Cómo recopilamos información personal

Recopilamos información personal sobre usted de distintas formas.

1. Directamente de usted, cuando abre una cuenta, interactúa con nuestro servicio de atención al cliente o interactúa con nosotros en nombre de su empresa. Por ejemplo:

- Información de contacto, que puede incluir su nombre, su dirección postal, su dirección de correo electrónico y su número de teléfono
- Credenciales para iniciar sesión en nuestros Servicios, como su nombre de usuario y su contraseña
- Información relativa a sus preferencias con respecto a su experiencia con los Servicios, como su configuración y otra información que nos proporcione para permitir la personalización del contenido
- Información biométrica, como grabaciones de audio para espectrogramas de voz y escaneos faciales, que generamos durante el proceso de verificación de identidad
- Registros de comunicaciones, como los registros de sus llamadas y conversaciones de chat con nuestros representantes de atención al cliente
- Información que usted proporcione al interactuar con nosotros en nuestras páginas de las redes sociales, tableros de mensajes y otros foros, incluidos su nombre de usuario, sus imágenes de perfil y sus comentarios, así como información acerca de nosotros que comparte públicamente
- Fotografías o imágenes de su propiedad
- Información de pago, como información sobre su tarjeta de crédito o débito, u otra información financiera de su cuenta
- Su número de seguro social
- Su licencia de conductor, tarjeta de identificación estatal u otra forma de identificación
- Documentos legales, como documentación relativa a la autorización para actuar en nombre de otra persona

2. Cuando usa nuestros Servicios o interactúa con ellos. Por ejemplo:

- **Actividad de selección y visualización de videos** de su hogar y en los dispositivos
- Comandos de voz y grabaciones de audio registrados a través de dispositivos activados por voz que son parte de los Servicios, como Voice Remote o nuestro control remoto basado en aplicaciones
- Información de geolocalización (que indica dónde se encuentra en un determinado momento en función de su dirección de servicio) para ayudarnos a autenticar su acceso a ciertos servicios de nuestra plataforma
- Direcciones IP, identificadores de dispositivos y direcciones de red de los equipos cuando los dispositivos se conectan a nuestros Servicios y otra información del dispositivo, incluida la información sobre los dispositivos proporcionada por otras empresas desde las que utiliza nuestros Servicios

- Información sobre la actividad de los usuarios en nuestros sitios web y aplicaciones, que se recopila mediante cookies y otras tecnologías (Aviso sobre cookies: <https://es.xfinity.com/privacy/policy/cookienotice>) e información proporcionada por otras empresas cuando usted integra sus servicios con nuestros Servicios①
- Búsquedas en servidores de nombre de dominio (DNS)① y actividad de tráfico de red① cuando usa Servicios nuestros como Xfinity Internet, Xfinity Mobile o Xfinity WiFi
- Información de geolocalización, que indica dónde se encuentra su dispositivo en un momento determinado, cuando usa Xfinity Mobile① o habilita esa función en nuestras aplicaciones móviles①
- Información general sobre su ubicación, como la ciudad o el código postal que se correlaciona con la ubicación de un punto de acceso al servicio de WiFi o con el alquiler de la dirección IP de su dispositivo cuando usa Xfinity Internet o Xfinity WiFi
- La cantidad, configuración técnica, tipo, características, historial de llamadas y frecuencia de su uso de los servicios de voz (conocida como información de red específica del cliente o CPNI)
- Grabaciones de video y audio, transmisiones en vivo de video y audio, actividad de movimiento, imágenes y otros eventos que son capturados o registrados al usar nuestros servicios. Por ejemplo, esto puede incluir la captura de video, audio o información de movimiento (si ha activado estas funciones) cuando usa servicios como los de seguridad y automatización de Xfinity Home

3. De terceros, tales como:

- Agencias de informes crediticios y otras entidades que proveen puntajes crediticios, verificación de identidad, prevención de fraudes y otros servicios similares
- Propietarios de inmuebles que proveen información de contacto y de otro tipo
- Organismos gubernamentales que proporcionan registros públicos
- Proveedores de datos sobre consumidores que ofrecen información demográfica①, sobre intereses①, sobre compras① y de otro tipo, que usamos para adaptar nuestro marketing y comunicaciones a sus intereses
- Proveedores de aplicaciones de terceros que usted utiliza en dispositivos regidos por esta política de privacidad
- Redes sociales y otros datos disponibles públicamente como en Facebook①
- Empresas de publicidad en red que podrían compartir información sobre las iniciativas de marketing y los anuncios que ha visto o en los que ha hecho clic

No permitimos deliberadamente que otros, con el paso del tiempo, recopilen información de identificación personal sobre sus actividades en línea y en los sitios web de terceros cuando utiliza nuestros Servicios en línea. Para obtener más información sobre cookies y otras tecnologías de rastreo en línea, visite nuestro Aviso sobre cookies (<https://es.xfinity.com/privacy/policy/cookienotice>). Para controlar sus preferencias, visite el Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>). También puede utilizar un navegador que le ofrezca la posibilidad de utilizar el Control de privacidad global para comunicarnos sus preferencias de privacidad cuando visite nuestros sitios web. Tenga en cuenta que esto no afectará la manera en que procesamos su información cuando interactúa con nuestros productos y servicios. En algunos de nuestros Servicios, como Xumo TV, también podemos utilizar tecnologías para intentar identificar el uso de diferentes dispositivos por parte de una misma persona.

Debido a que aún no se han establecido definiciones ni reglas para una norma de "No rastrear", ni se ha establecido si las señales del caso deben ser habilitadas por el usuario, Comcast aún no responde a señales de "No rastrear" enviadas desde los navegadores.

CÓMO Y CUÁNDO USAMOS LA INFORMACIÓN, INCLUSO PARA FINES DE MARKETING Y PUBLICIDAD

Utilizamos la información que recopilamos para proporcionarle nuestros Servicios y comunicarnos con usted. También la usamos para mejorar nuestros Servicios, desarrollar nuevos productos y servicios, ofrecer experiencias personalizadas para el consumidor (incluido el marketing y la publicidad personalizados para nuestros propios productos y servicios y los de terceros), investigar robos y otras actividades ilegales, y garantizar un entorno seguro en línea.

Podemos combinar información a través de todos nuestros sistemas, plataformas y bases de datos. Eso incluye la combinación de la información que recibimos de terceros y la información sobre el uso que usted hace de nuestros Servicios. También podemos combinar información sobre su uso de un determinado Servicio con la que obtenemos de su uso de otro Servicio.

Obtenga más información sobre el uso que hacemos de su información y vea ejemplos

Para ofrecer los Servicios

- Establecer su cuenta y administrarla
- Estimar los riesgos crediticio y de pago
- Prestar los Servicios
- Facturar
- Autenticar el acceso a su cuenta, incluso verificación de identidad
- Administrar la red y los dispositivos en que se basan nuestro servicio y sistemas, y otras operaciones y mantenimientos
- Brindar asistencia técnica
- Asistir en las actualizaciones de hardware y software para los dispositivos y sistemas

Para comunicarnos con usted

- Responder a sus preguntas
- Personalizar las comunicaciones y su experiencia
- Enviarle anuncios y encuestas relacionados con el servicio

Para entender cómo usa nuestros Servicios y mejorarlo

- Entender el uso de nuestros Servicios actuales
- Identificar y desarrollar nuevos productos y servicios
- Crear informes sobre mediciones y estadísticas para nosotros y para terceros①

Para ofrecer recomendaciones y presentar material publicitario pertinente

- Comercializar los servicios
- Recomendar películas o programas de televisión
- Mostrarle qué productos y servicios creemos que podrían ser de interés para usted
- Ayudar a terceros anunciantes y programadores a ofrecer anuncios más pertinentes en nuestros Servicios y otros servicios y plataformas

Para investigar casos de robo u otras actividades ilegales, para garantizar un entorno en línea seguro y para proteger la salud y la seguridad

- Detectar el uso no autorizado o indebido de los Servicios
- Proteger a nuestros clientes contra el uso fraudulento, abusivo o ilegítimo de los Servicios
- Proteger nuestros derechos, a nuestro personal y nuestra propiedad
- Cumplir con las leyes vigentes
- Proteger la salud y la seguridad de nuestros clientes, empleados, contratistas o el público en general

CUÁNDO Y CON QUIÉN COMPARTIMOS INFORMACIÓN

Usted tiene el control de sus datos. No vendemos, ni hemos jamás vendido a nadie ninguna información que lo identifique a usted o a otros. Esto incluye información sobre su uso de Internet, video o detalles de llamadas. Cuando participe en ofertas que requieran la divulgación de datos que lo identifiquen, solo los divulgaremos si usted lo indica y lo autoriza.

Compartimos la información personal con otros cuando sea necesario para proporcionarle nuestros Servicios, incluso con agencias de informes crediticios. También compartimos información personal con otros:

- Cuando usted nos instruya a hacerlo, incluso para autorizar a otros usuarios en su cuenta
- Cuando sea requerido por la ley o para responder a un proceso legal
- Para proteger nuestras propiedades o derechos, o la seguridad de nuestros empleados, clientes u otros individuos

Solicitaremos su consentimiento antes de compartir su información personal con otras compañías para sus propias actividades de comercialización y publicidad. Dependiendo del tipo de información personal divulgada, esto podría realizarse a través de una opción de inclusión o exclusión①.

También podemos compartir información personal que no lo identifique con terceros para sus propios fines de comercialización y publicidad, de lo cual usted puede optar por excluirse. Esto ocurre principalmente cuando interactúa con aplicaciones móviles y sitios web nuestros que contienen cookies de terceros u otros rastreadores publicitarios. Para obtener más detalles sobre esto, lea nuestro Aviso sobre cookies (<https://es.xfinity.com/privacy/policy/cookienotice>).

Obtenga más información acerca de cuándo y con quién compartimos información

La familia de empresas de Comcast

Si Comcast comparte la información personal que recopila sobre usted con otras empresas de Comcast, como las empresas de la marca NBCUniversal, para utilizarla para sus propios fines, primero le daremos la opción de aceptar o rechazar que se comparta dicha información en el Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>).

Titulares de cuentas y otros usuarios autorizados

Podríamos divulgar información sobre la cuenta de un cliente y su uso de un Servicio al titular principal de la cuenta, una vez autenticado debidamente. El titular principal de la cuenta también podría permitir a otros ver información de la cuenta.

Proveedores de servicios

Con el fin de proporcionar y apoyar los servicios, a veces recurrimos a otras empresas en carácter de proveedores de servicios para transmitir, recopilar, procesar o almacenar información en nuestro nombre. Exigimos a estos proveedores que traten la información que compartimos con ellos como información confidencial y que la utilicen únicamente para prestarnos sus servicios. Estos proveedores incluyen:

- **Proveedores de facturación y cobro**, como procesadores de pagos y organizaciones que nos ayudan a evaluar su situación crediticia y de pagos
- **Proveedores contables, de auditoría e impositivos**
- **Proveedores de seguros**
- **Proveedores de servicios profesionales**, como firmas que ofrecen servicios de consultoría, nos ayudan a mejorar nuestra programación, prestan servicios legales o suministran recursos y asistencia para proyectos específicos
- **Proveedores de servicios estadísticos**, como entidades que analizan el tráfico hacia nuestros sitios web y dentro de ellos, analizan cómo se usan nuestros Servicios, y ayudan a identificar clientes potenciales y comunicarse con ellos
- **Empresas de comercialización, publicidad y ventas** que nos ayudan a crear y llevar adelante programas de comercialización, publicidad y ventas, incluso el procesamiento de pedidos, así como servicios de impresión, correo y comunicaciones electrónicas
- **Proveedores de seguridad**, como las empresas que colaboran con la verificación de incidentes de seguridad y cómo responder a ellos, notificaciones de servicio, prevención de fraudes, verificación y gestión de identidad y autenticaciones
- **Proveedores informáticos**, como empresas que nos ayudan con el diseño, alojamiento y mantenimiento de sitios web, el almacenamiento de datos y software, y las operaciones de red
- **Servicios de atención al cliente**, lo que incluye servicios relacionados con nuestros centros de llamadas y servicios de instalación, mantenimiento y reparación

Terceros

No vendemos, ni hemos jamás vendido a nadie ninguna información que lo identifique personalmente. Aunque la ley federal lo permite, no divulgamos su nombre ni su dirección a organizaciones no gubernamentales, como entidades benéficas o empresas, para sus propios fines de comercialización.

En ocasiones, usted podría pedirnos que compartamos información que lo identifica personalmente con [otra empresa](#). En tal caso, nos aseguraremos de que nos dé instrucciones claras acerca de qué quiere que compartamos y con quién antes de hacerlo.

La divulgación de información a terceros podría incluir:

Empresas de redes sociales

Su interacción con ciertas partes de nuestros Servicios podría hacer que se publique información en sus redes sociales. Por ejemplo, usted podría hacer clic en un botón "me gusta" de Facebook, lo que publicaría que "le gusta" uno de nuestros Servicios en su cuenta de Facebook. En las partes de nuestros sitios web que cuentan con funciones de redes sociales, una red social podría recopilar información acerca de usted. Por ejemplo, si una página contiene un botón "me gusta" de Facebook, Facebook podría recopilar datos acerca de su visita a esa página. Incluso si no hace clic en el botón "me gusta". Para controlar la divulgación de esta información, revise la política de privacidad de la red social correspondiente o cierre sesión en la red social antes de usar nuestros Servicios.

Socios de publicidad en línea

Podríamos usar cookies u otro tipo de tecnología para mostrarle anuncios personalizados cuando visita otros sitios web, los que podrían incluir anuncios basados en los productos y servicios que vio en nuestros Servicios. También permitimos a nuestros socios, incluidos anunciantes y proveedores de servicios, a usar cookies y tecnologías de seguimiento similares cuando usted usa nuestros Servicios. Para obtener más información acerca del uso de cookies y otras tecnologías en nuestros Servicios en línea, consulte el Aviso sobre cookies (<https://es.xfinity.com/privacy/policy/cookienotice>).

Empresas de estadísticas y medición de audiencias

También colaboramos con socios comerciales que nos ayudan a medir y analizar cómo los clientes utilizan nuestros Servicios. En el caso de video, esto incluye evaluar qué programas son más populares, cuántas personas miran un programa hasta el final, si se miran las publicidades, y qué programación y contenido de video es conveniente ofrecer a través de los Servicios. También incluye determinar cómo prefieren los clientes ver ciertos tipos de programación cuando utilizan nuestros Servicios (por ejemplo, si les gusta ver ciertos programas en vivo o si prefieren verlos por demanda, en dispositivos móviles o en línea). Nuestros socios comerciales pueden compilar esta información en informes con estadísticas combinadas y anónimas que luego se distribuyen comercialmente (por ejemplo, un informe de evaluación que indique qué porcentaje de la audiencia vio un determinado programa en vivo y qué porcentaje lo vio por demanda). Xfinity Stream incluye el software de medición propiedad de Nielsen, que habilita la contribución del usuario a la investigación del mercado, tal como el Índice de audiencia de televisión de Nielsen. Visitando www.nielsen.com/digitalprivacy, los usuarios pueden acceder a más información sobre el software de medición y conocer sus opciones con respecto a las mediciones de Nielsen.

Aplicaciones que no son de Xfinity y empresas asociadas

Algunos Servicios le permiten interactuar directamente con una tecnología proporcionada por otras empresas. Esto puede ser mediante el uso de una aplicación de video que no sea de Xfinity o disponible a través de nuestros Servicios, o el acceso a nuestros Servicios a través de la plataforma o el dispositivo de otra empresa. Cuando usted usa nuestros Servicios vinculados con una tecnología proporcionada por otra empresa, nos está indicando que interactuemos con esa empresa y esa empresa puede recopilar información sobre usted y nuestros Servicios. Esta Política de Privacidad no regula las prácticas de privacidad de otras empresas. Para obtener más información sobre el uso que esas empresas hacen de su información, consulte sus respectivas políticas de privacidad. Para obtener más información sobre las aplicaciones que no son de Xfinity y que son compatibles con nuestros Servicios de video, ingrese en <https://my.xfinity.com/privacy/providers>. Ciertas aplicaciones también podrían ejecutarse con tecnología proporcionada por Metrological, una empresa independiente de Comcast que no está sujeta a esta Política de privacidad y cuyas prácticas de privacidad se describen en www.metrological.com/privacypolicy.

Agencias de informes del consumidor

Divulgamos información que lo identifica personalmente a agencias de informes del consumidor que podrían estar sujetas a otras leyes, incluida la Ley de informes crediticios imparciales. Estas divulgaciones pueden incluir información que ayude a validar su identidad, como su nombre, domicilio actual y anterior, información de contacto, número de Seguro Social, identificadores emitidos por el gobierno, su historial de pagos y estado de cuenta, y otra información de identificación.

Autoridades de seguridad pública

Si tiene nuestro servicio Xfinity Voice, Comcast divulgará su nombre e información de contacto a autoridades de seguridad pública como los servicios 911/E911 y otros servicios de emergencia relacionados.

Servicios de información sobre abonados, asistencia e identificación de llamadas

Podríamos enviar su nombre, dirección y número de teléfono a editores para que los impriman en directorios y los publiquen en directorios en línea. Una vez que esa información se imprima o se publique en Internet, estará fuera de nuestro control y cualquier persona – incluidos los agregadores de datos – podrá ordenarla, recombinarla y distribuirla nuevamente en diferentes formatos y para diferentes fines, incluidos fines de comercialización. Por un costo adicional, puede optar por tener un número no publicado, lo que significa que Comcast no proporcionará su nombre, dirección ni número de teléfono para que se publiquen en la guía telefónica ni en directorios en línea. También puede optar por publicar su número pero escoger la opción "omitar dirección", lo que significa que no proporcionaremos su dirección postal para su publicación en la guía telefónica ni en directorios en línea. Si contrata el servicio por Internet, seleccione la opción "non-published" (no publicado), de lo contrario, llame a 1-800-XFINITY para adherirse a la opción.

También podríamos distribuir su número de teléfono, nombre y dirección a los proveedores de servicios de información sobre abonados (411). Si tiene un número no publicado, Comcast no distribuirá su número a través de tales servicios. Comcast de todos modos podría compartir su nombre y su dirección con el proveedor del servicio 411 si la ley lo exige (pero el proveedor no estará autorizado a compartir su número no publicado).

Nota: aunque la opción de número no publicado excluye su nombre, dirección y número de teléfono de los directorios impresos y en línea sobre los que Comcast tiene control, un número de teléfono no publicado igual podría formar parte de bases de datos que están fuera del control de Comcast. Esto podría ocurrir, por ejemplo, si su número de teléfono o su dirección actuales se habían publicado anteriormente bajo su nombre, o si usted proporcionó esta información a organismos gubernamentales u otras empresas. Una forma de proteger su privacidad podría ser que solicite la asignación de un

nuevo número de teléfono (con el que su nombre no haya estado asociado anteriormente). También puede optar por activar el bloqueo de la identificación de llamadas o seleccionar la opción "no llamar". La identificación de llamadas proporciona su nombre y número de teléfono a la persona que llama, incluso si tiene un número no publicado. El bloqueo de la identificación de llamadas a nivel de línea bloquea automáticamente la identificación de todas las llamadas que realice desde su número de teléfono registrado. Para activar este bloqueo, llame al 1-800-XFINITY. El bloqueo de la identificación de llamada a nivel de llamada individual solo bloquea su nombre y su número de teléfono en llamadas individuales. Para activar este bloqueo, marque *86 antes de cada llamada que desee bloquear.

Potenciales compradores de nuestra empresa

En caso de una fusión, compra o venta potencial o efectiva de la totalidad o parte de nuestros activos, la información sobre usted y su suscripción se compartirá o transferirá, en la mayoría de los casos, como parte de la transacción. Esto incluye información que lo identifica personalmente. Si esta Política se modifica a causa de tal transacción, consulte la sección "Cambios a esta Política de privacidad", más adelante.

Divulgación a organismos gubernamentales y otras entidades cuando lo exija la ley o sea necesario para proteger a Comcast y otros

En ocasiones, la ley podría exigirnos que divulgamos información sobre usted a terceros. Esto podría ocurrir con o sin su consentimiento y con o sin aviso, de conformidad con los términos de procedimientos legales válidos tales como una citación, una orden judicial o una orden de allanamiento.

Si usted se suscribe a nuestro servicio de Xfinity Video, Comcast podría verse obligada a divulgar información que lo identifique personalmente a una entidad gubernamental en respuesta a una orden judicial. En tal caso, la Ley sobre el servicio de cable (Cable Act) exige que se le dé la oportunidad de presentarse en un proceso judicial para disputar toda demanda hecha en respaldo de la orden judicial y que la entidad gubernamental ofrezca evidencia clara y convincente de sospechas razonables de que usted ha estado involucrado en actividades criminales y que la información que se procura conformaría evidencia de importancia en el caso. Para obtener más información, consulte "Sus derechos y nuestras limitaciones según las leyes federales".

Si usted se suscribe a los Servicios Xfinity Internet, Voice, Mobile o seguridad y automatización de Xfinity Home, Comcast podría verse obligada a divulgar información que lo identifique personalmente a una entidad gubernamental en respuesta a una citación, una orden judicial o una orden de allanamiento, en función del tipo de información que se procure. Es posible que los términos del proceso judicial nos prohíban notificarnos sobre tal divulgación.

Una entidad no gubernamental, tal como un litigante civil, únicamente puede solicitar información que lo identifique personalmente o información sobre el uso que hace de los Servicios Xfinity Video, Internet o Voice con el respaldo de una orden judicial y, de acuerdo con los términos de la Ley sobre el servicio de cable, tenemos la obligación de notificarlo sobre tal orden judicial. Si Comcast se ve obligada a divulgar información que lo identifique personalmente a un tercero privado en respuesta a una orden de un tribunal civil relacionada con estos o otros servicios, le notificaremos antes de tal divulgación a menos que la ley nos prohíba hacerlo.

También podríamos divulgar información que lo identifique personalmente de conformidad con la ley y sin su consentimiento cuando ello sea necesario para proteger a nuestros clientes, a nuestros empleados o nuestra propiedad; en situaciones de emergencia; o para afirmar nuestros derechos en virtud de nuestros términos de servicio y nuestras políticas.

CÓMO PROTEGEMOS SU INFORMACIÓN

A fin de evitar el acceso, utilización o divulgación no autorizados de cualquier información personal que recopilemos y guardemos, seguimos las prácticas estándares de la industria para asegurar dicha información. Esas prácticas de seguridad incluyen salvaguardias técnicas, administrativas y físicas, que pueden variar según el tipo de la información y cuan delicada o confidencial sea. Si bien tomamos muy en serio la responsabilidad de salvaguardar su información personal, ninguna medida de seguridad es 100% efectiva y no podemos garantizar que estas prácticas eviten todos los intentos no autorizados de acceder a su información, o de utilizarla o divulgarla. Comcast también toma medidas adicionales para aumentar la seguridad y fiabilidad de las comunicaciones de los clientes. No leemos sus emails entrantes ni salientes, archivos adjuntos, correo de video, chats privados ni mensajes instantáneos. No obstante, nosotros (junto con nuestros proveedores de servicios) utilizamos herramientas de software y hardware para ayudar a prevenir y bloquear correos electrónicos "no deseados" (*spam*), virus, spyware y otras comunicaciones y programas dañinos o no deseados que se envíen y reciben por el correo electrónico de Comcast.net y los servicios de Comcast. Para ayudar a protegerle a usted y a los servicios contra estas comunicaciones y programas dañinos o no deseados, estas herramientas pueden escanear automáticamente sus correos electrónicos, correos de video, mensajes instantáneos, archivos adjuntos y otros archivos y comunicaciones. No utilizamos estas herramientas para comercialización ni publicidad.

POR CUÁNTO TIEMPO CONSERVAMOS SU INFORMACIÓN

Conservamos su información personal durante diferentes períodos de tiempo según el tipo de información y los requisitos comerciales y legales. Por ejemplo, si es un cliente, guardamos información que lo identifique personalmente mientras esté suscrito a uno o más de nuestros servicios. Si cancela su suscripción a un servicio, es posible que sigamos necesitando esa información para requisitos comerciales y legales, como para protegernos contra el fraude, calcular impuestos o responder a solicitudes legales. Otra información se elimina automáticamente después de un determinado período de tiempo, a menudo establecido por ley, a menos que la ley nos obligue a mantenerla por más tiempo, como en el caso de un litigio pendiente. Destruimos, desidentificamos o anónimizamos la información cuando ya no se necesita en forma identificable.

OPCIONES QUE TIENE PARA CONTROLAR NUESTRO USO DE LA INFORMACIÓN PERSONAL

Tiene muchas opciones con respecto a la forma en que nos comunicamos con usted y cómo usamos o compartimos su información. Estas opciones se pueden controlar en el Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>). Si cambia de opinión, puede actualizar sus preferencias en cualquier momento.

Obtenga más información sobre sus opciones de privacidad

Para su conveniencia, creamos el Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>), donde usted puede controlar:

- cómo tratamos la información personal vinculada a su cuenta para determinados usos relacionados con la medición de la audiencia, la analítica y los anuncios publicitarios personalizados de productos y servicios de terceros en función de sus intereses
- si utilizamos su información personal sensible para recomendaciones personalizadas, publicidad y marketing
- sus preferencias relativas a las cookies que nuestro sitio web almacena en su navegador cuando lo visita
- sus preferencias relativas a las comunicaciones, ofertas y notificaciones que le enviamos

Puede averiguar más sobre las opciones disponibles y configurar sus preferencias. Si cambia de parecer, puede regresar en cualquier momento para actualizarlas. Algunas de las opciones están limitadas al uso por parte nuestra de cierta información del cliente, por lo cual podría tener que iniciar sesión en su cuenta.

Entendemos que, en ocasiones, podría querer hablar con un representante de Comcast que le ayude con sus decisiones. Puede llamar a Comcast al 1-800-XFINITY y pedirnos que incluyamos su nombre en las listas internas de "no llamar", "no enviar correo" o "no visitar" de la empresa.

Si está suscrito al servicio de voz de Xfinity, es posible que cuando interactúe con uno de nuestros representantes de atención al cliente, por ejemplo, en una llamada, en nuestras oficinas o durante una sesión de chat en línea, le pidamos su consentimiento verbal para el uso de su información de red específica del cliente o "CPNI" con el fin de revisar su cuenta y ofrecerle otros productos y servicios. Si usted da su consentimiento, Comcast podrá utilizar su CPNI solo mientras dure la llamada telefónica o la conversación con el fin de ofrecerle otros servicios. Si usted se niega o restringe su aprobación para que utilicemos su CPNI, no se verá afectado el modo en que le proporcionamos los servicios a los que se ha suscrito, ni en el presente ni en el futuro.

Es posible que haya otras preferencias de privacidad disponibles en los dispositivos que utiliza para acceder a los servicios.

CÓMO ACCEDER A LA INFORMACIÓN EN NUESTROS REGISTROS Y CORREGIRLA

Como parte de nuestro compromiso con la transparencia, damos acceso a nuestros clientes a la información personal que tenemos sobre ellos. Si se suscribe a sus servicios, puede ver y corregir su información de identificación personal a través de los servicios de su cuenta en línea.

Algunos estados pueden concederle derechos adicionales, como los descritos en la sección "Información adicional sobre otras leyes y derechos individuales" de esta Política de privacidad.

Todas las personas también pueden solicitar el acceso y la corrección de determinados datos personales, así como la eliminación de ciertos datos personales a través de nuestro Centro de privacidad, ingresando en www.xfinity.com/privacy/requests.

Obtenga más información sobre cómo acceder a la información de cliente que lo identifica personalmente

Si se suscribe a un servicio Xfinity, puede corregir o actualizar su información visitando <https://es.xfinity.com> o poniéndose en contacto con nosotros como se indica más adelante. Si es cliente de Xfinity Home, también puede corregir o actualizar su información de contacto y emergencia desde la Xfinity Home app. Corregiremos nuestros registros después de verificar que los cambios solicitados sean pertinentes.

Si se suscribe a los servicios Xfinity TV, Internet o Voice y quiere ver su propia información que lo identifica personalmente (que no sea su información de red específica del cliente o CPNI), puede hacerlo en su oficina local de Comcast. Para ello, envíe un correo electrónico a Comcast_Privacy@comcast.com o llame al 1-800-XFINITY y concédanos un tiempo razonable para encontrar la información (y, de ser necesario, prepararla para que la examine) y para programar una cita durante el horario comercial normal. Deberá identificarse debidamente y únicamente se le permitirá examinar la información en su propia cuenta, no la de otras.

Si solicita por escrito una copia de su CPNI relacionada con los servicios Xfinity Voice o Mobile, le enviaremos la información pertinente por correo a la dirección que figura en su cuenta o a otra persona

que usted autorice, si creemos razonablemente que la solicitud es válida. Sin embargo, los abonados de nuestros Servicios Xfinity Voice y Mobile deben saber que, en general, no proporcionamos registros de llamadas entrantes ni salientes, ni otros registros que no proporcionamos habitualmente como parte de nuestras actividades comerciales (por ejemplo, como parte de una factura) o que estén disponibles únicamente en nuestros archivos, excepto mediante un proceso legal válido, como una orden judicial. Además, no podremos corregir errores que pudiera haber en los nombres, las direcciones o los números de teléfono de los clientes que aparezcan (o se hayan omitido) en los directorios de nuestros proveedores, hasta tanto no se publique la siguiente versión de tales directorios. Tampoco podríamos tener control sobre la información que figure en los directorios o en las listas de servicios de información telefónica de editores o proveedores que no sean de nuestra propiedad. Siempre que la ley lo permita, Comcast se reserva el derecho de cobrarle una tarifa razonable por obtener y fotocopiar los documentos o información que usted solicite.

SUS DERECHOS Y NUESTRAS LIMITACIONES SEGÚN LAS LEYES FEDERALES

La Ley federal sobre el servicio de cable impone limitaciones a nuestra recopilación y divulgación de información que lo identifique personalmente cuando se suscribe a Servicios que emplean la infraestructura del sistema de cable de Comcast. La Ley de comunicaciones impone restricciones a nuestro uso y divulgación de su CPNI cuando usa Servicios que se consideran servicios de telecomunicaciones.

Obtenga más información sobre sus derechos y nuestras limitaciones en virtud de las leyes federales

La Ley de Cable y la Información de Identificación Personal

Esta Política de privacidad está diseñada para cumplir con la Sección 631 de la Ley de Política de Comunicaciones por Cable de 1984, según enmendada, (la "Ley de Cable"). La Ley de Cable permite que Comcast use el sistema de cable para recopilar información de identificación personal sobre usted. La Información de identificación personal es información que lo identifica a usted específicamente, no incluye información no identificativa, anónima, agregada u otro tipo de datos que no lo identifican a usted. Podremos recopilar información que lo identifique personalmente cuando sea necesario para prestarle servicios de cable u otros servicios y para detectar una recepción o utilización no autorizada de tales servicios. Con su previa autorización por escrito o electrónica, también podremos utilizar el sistema de cable para recopilar información de identificación personal sobre usted para otros fines. La Ley de Cable también permite a Comcast divulgar información de identificación personal si tal divulgación es necesaria para proporcionar o conducir una actividad legítima de negocios relacionada con el servicio de cable u otros servicios que le suministramos, si lo requiere la ley o un proceso legal o si está limitada a su nombre y dirección, sujetos a su consentimiento con opción de exclusión. La frecuencia de cualquier divulgación de información de identificación personal varía de acuerdo con nuestras necesidades y actividades comerciales, según lo descrito en esta Política.

Si usted cree que ha sido perjudicado por una acción nuestra en violación de la Ley de Cable o de otra ley aplicable, le pedimos que nos contacte directamente en Comcast_Privacy@comcast.com para resolver su consulta o inquietud. También puede afirmar las limitaciones que nos impone la Ley de Cable, según correspondan a su información de identificación personal, por medio de una querella civil para cubrir daños y perjuicios, honorarios de abogados y costos de litigación. También podría tener otros derechos y recursos de conformidad con las leyes federales y otras leyes también pertinentes.

Esta Política de privacidad no sustituye, acrecienta ni modifica ningún acuerdo de arbitraje que lo obligue como suscriptor a uno o más de los Servicios.

La Ley de Comunicaciones y CPNI

La Sección 222 de la Ley de Comunicaciones de 1934, según enmendada (la "Ley de Comunicaciones"), dispone protecciones adicionales de privacidad para información sobre la cantidad, configuración técnica, tipo, destino, ubicación y monto de su utilización de los servicios de telecomunicaciones, incluyendo los servicios de Xfinity Voice y Mobile, y la información sobre esos servicios que contiene su factura por los mismos. Esta información se conoce como información de red específica del cliente o CPNI. La CPNI no incluye su nombre, dirección o número de teléfono, que en la Ley de Comunicaciones se define como "información de la lista de suscriptores". Sin embargo, se considera de otra forma que esos datos conforman información de identificación personal.

Si usted es cliente del servicio de Xfinity Voice o Mobile, u otro Servicio que esté sujeto a esos requisitos, tiene el derecho, y Comcast la obligación, conforme a la Ley de Comunicaciones y otras leyes aplicables, de proteger la confidencialidad de su CPNI. Además, las regulaciones de la FCC disponen opciones y protecciones adicionales de privacidad con respecto a la utilización y el Intercambio de CPNI que corresponden específicamente a nuestros servicios de Voice y Mobile y que describimos en esta Política.

INFORMACIÓN ADICIONAL SOBRE OTRAS LEYES Y DERECHOS INDIVIDUALES

AVISO DE CALIFORNIA EN EL MOMENTO DE LA RECOLPILACIÓN

La ley de California les otorga a los residentes de ese estado el derecho a recibir ciertos avisos sobre la recopilación, el uso y la compartición de la "información personal"; el derecho a acceder, eliminar y corregir determinada información personal que recopilamos sobre ellos; nos prohíbe "vender" o "compartir" cierta información personal; y limita nuestro uso de la información personal sensible, según como la define la ley y como se describe en las categorías que se detallan a continuación. Estos derechos se aplican a todos los residentes de California, independientemente de si usted es un cliente, un contacto comercial o un miembro de la fuerza laboral. Como residente de California, tiene derecho a no recibir un trato discriminatorio por ejercer sus derechos de privacidad.

La Ley de Privacidad del Consumidor de California define "información personal" como "información que identifica a un determinado consumidor u hogar, se relaciona con este, lo describe, o podría asociarse o vincularse razonablemente con él, de forma directa o indirecta".

Para ejercer estos derechos, usted o su agente autorizado pueden enviar una solicitud ingresando en www.xfinity.com/privacy/requests o llamándonos al 1-844-963-0138. Para excluirse de la publicidad dirigida y de la venta o compartición de información personal, así como para establecer preferencias sobre nuestro uso de la información personal sensible, visite el Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>) y haga las selecciones correspondientes en el menú Configuración de sus dispositivos relevantes, incluido X1, Flex y Xumo TV.

Los residentes del estado de California también tienen derecho a solicitar información sobre terceros a los que la compañía ha revelado ciertas categorías de información personal durante el año anterior para fines de marketing directo de terceros en virtud de la ley de California "Shine the Light" (Cal. Código civil §1798.83). Según esta ley, información personal se refiere a "cualquier información que, cuando se divulgó, identificó o describió a un individuo, o pudo asociarse con él". No divulgamos este tipo de información personal a terceros para sus propios fines y le permitimos excluirse de la divulgación de información personal no identificable. Sin embargo, si usted es residente de California y desea realizar más consultas, envíe un correo electrónico a Comcast_Privacy@comcast.com.

Si reside en California, obtenga más información sobre sus derechos y cómo puede ejercerlos

Recopilación, uso y conservación de la información personal

La sección general de esta Política de privacidad describe, en categorías fáciles de entender, los tipos de información personal que recopilamos, cómo la recopilamos y cómo la usamos. La Ley de Privacidad del Consumidor de California (California Consumer Privacy Act, CCPA) exige que divulgemos la información personal que hemos recopilado sobre nuestros clientes en las siguientes categorías. Algunas de las categorías incluyen tipos muy diferentes de información en la misma categoría, por lo que cierta información personal puede incluirse en varias categorías. Cómo usamos y durante cuánto tiempo conservamos la información de cada categoría puede variar según la categoría y no todos los tipos de información de una misma categoría se usarán para todos los fines que se enumeran.

La ley de California exige que brindemos información sobre los criterios que usamos para determinar el tiempo durante el que conservamos la información personal. Utilizamos los siguientes criterios para determinar el tiempo durante el que conservamos la información personal:

- El fin comercial para el que la información se usa y el tiempo durante el que la información se necesita para alcanzar esos objetivos;
- Si debemos conservar la información para cumplir con obligaciones legales o compromisos contractuales, o si se necesita de otra forma para investigar robos u otras actividades ilegales, para garantizar un entorno virtual seguro o para proteger la salud y la seguridad;
- El impacto de la privacidad de la conservación continua en el consumidor, incluidas sus expectativas probables a la luz de la sensibilidad de la información y nuestros compromisos de privacidad;
- La manera en que la información se conserva y fluye por nuestros sistemas, y cómo administrar mejor el ciclo de vida a la luz del volumen y la complejidad de los sistemas de nuestra infraestructura.

Los datos individuales de la información personal, como los enumerados arriba, pueden existir en distintos sistemas que se usan para diferentes fines comerciales y legales. Se puede aplicar un período de conservación máximo diferente a cada caso de uso de la información. Ciertos datos individuales también pueden guardarse junto con otros datos individuales, por lo que el fin para el que ese conjunto de información se usa puede determinar el período de conservación máximo.

Categorías	Ejemplos	Fuente	Finalidad de la recopilación y uso
Identificadores	Nombre, alias, dirección postal, identificador personal único, identificador en línea, dirección del protocolo de Internet, dirección de correo electrónico, nombre de la cuenta, número de seguro social, número de licencia de conductor, número de pasaporte y otros identificadores similares	Directamente de usted, cuando la provee (por ejemplo, al abrir una cuenta) De nuestros sistemas, cuando generamos la información y se la asignamos (p. ej., su número de cuenta o su dirección IP de terceros) De terceros	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para fines de comercialización y publicidad Para personalizar nuestros Servicios

Categorías	Ejemplos	Fuente	Finalidad de la recopilación y uso
Otras categorías de información enumeradas en el estatuto de Registros de clientes de California (Cód. Civ. de California § 1798.80(e))	Un nombre, firma, número de seguro social, características o descripción físicas, dirección, número de teléfono, número de licencia de conductor o de tarjeta de identificación estatal, educación, empleo, número de cuenta bancaria, número de tarjeta de crédito, número de tarjeta de débito u otra información financiera. Parte de la información personal incluida en esta categoría podría superponerse con otras categorías	Directamente de usted, cuando la provee (por ejemplo, al abrir una cuenta o pagar por los Servicios que recibe) De terceros	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para fines de comercialización y publicidad Para personalizar nuestros Servicios
Características de clasificación protegidas en virtud de las leyes federales o de California	Edad (40 años o más), nacionalidad de origen, estado civil, sexo, condición de veterano o militar	Directamente de usted, cuando la provee (por ejemplo, al registrarse en una oferta para veteranos) De terceros que hacen inferencias relativas a su hogar, tal como el estado civil o los rangos etarios de las personas de su hogar	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para fines de comercialización y publicidad Para personalizar nuestros Servicios
Información comercial	Registros de propiedad personal, productos o servicios comprados, obtenidos o evaluados u otros antecedentes o tendencias de compra o consumo	De usted, cuando realiza transacciones con nosotros De terceros	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para fines de comercialización y publicidad Para personalizar nuestros Servicios
Información biométrica	Características genéticas, fisiológicas, conductuales y biológicas, o patrones de actividad usados para extraer una plantilla u otro identificador o información que permita identificarlo, como huellas dactilares, imágenes del rostro, escaneos de la geometría de las manos o del rostro, espectrogramas de la voz, escaneos del iris o la retina, forma de pulsar teclas, el andar u otros patrones físicos, y datos sobre el sueño, la salud o el ejercicio	Directamente de usted cuando nos la proporciona, por ejemplo, cuando trata de autenticar su identidad De nuestros sistemas, cuando opta por incluirse en ciertas características de nuestros Servicios, como seguridad de Xfinity Home, que podrían recopilar información y generar inferencias sobre patrones físicos con el fin de proveer los Servicios y las características aplicables que ha seleccionado	Para ofrecer o proveer nuestros Servicios Para verificar su identidad Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para proteger la salud y la seguridad de nuestros clientes, empleados, contratistas o el público en general
Información sobre la actividad en Internet u otra red electrónica	Historial de navegación, historial de búsquedas e información relativa a su interacción con uno de nuestros sitios web, aplicaciones o anuncios en Internet	De nuestros sistemas, cuando usa nuestros Servicios o interactúa con ellos De terceros. Para obtener más información sobre estos terceros, consulte nuestro Aviso sobre cookies (https://es.xfinity.com/privacy/policy/cookienotice)	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para personalizar nuestros Servicios y para fines de comercialización y publicidad, cuando usted usa nuestros sitios web, como es.xfinity.com o ComcastBusiness.com , o nuestras apps (consulte nuestro Aviso sobre cookies en https://es.xfinity.com/privacy/policy/cookienotice) No usamos la información recopilada de nuestra red de banda ancha a través de la provisión de Xfinity Internet o Xfinity Mobile para estos fines
Información de geolocalización	Ubicación física precisa y movimientos	De nuestros sistemas, cuando usa o interactúa con Servicios que recopilan esta información, como Xfinity Mobile o las apps y los sitios web de Xfinity	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales Para personalizar nuestros Servicios y para fines de comercialización y publicidad; no usamos la información recopilada a partir de nuestra provisión de Xfinity Internet o Xfinity Mobile para estos fines
Datos sensoriales	Información de audio, electrónica, visual, térmica, olfativa o similar	De nuestros sistemas, cuando utiliza ciertas características de nuestros productos y servicios que podrían recopilar información y hacer inferencias acerca de patrones físicos, como las características de seguridad de Xfinity Home, o cuando usa el Voice Remote para acceder a Servicios que ha seleccionado y las características aplicables	Para proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos
Inferencias deducidas a partir de otra información personal	Perfil que refleja las preferencias, características, tendencias psicológicas, predisposiciones, conducta, actitudes, inteligencia, destrezas y aptitudes de una persona	De nuestros sistemas, a través de una serie de procesos informáticos	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para fines de comercialización y publicidad Para personalizar nuestros Servicios
Información personal sensible	Número de Seguro Social, licencia de conducir, tarjeta de identificación del estado o número de pasaporte; información para el inicio de sesión de una cuenta, número de cuenta financiera, número de tarjeta de débito o número de tarjeta de crédito en combinación con el código de seguridad o acceso requerido, la contraseña o las credenciales que permiten el acceso a una cuenta; geolocalización precisa; raza o etnia, creencias religiosas o filosóficas o pertenencia sindical; contenido del correo postal, de los correos electrónicos o de los mensajes de texto; datos genéticos e información biométrica; información recopilada y analizada sobre la salud, la vida sexual o la orientación sexual del consumidor; cierta información personal incluida en esta categoría puede superponerse con otras categorías. No recopilamos todos estos ejemplos de información personal sensible ni tampoco usamos todos los tipos de información personal sensible para los fines que se detallan a continuación.	Directamente de usted cuando nos la proporciona, como cuando crea una cuenta o paga sus Servicios De nuestros sistemas cuando usa o interactúa con Servicios que recopilan esta información o cuando acepta ciertas características de nuestros Servicios De terceros que hacen inferencias sobre su grupo familiar	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para fines de comercialización y publicidad Para personalizar nuestros Servicios Para verificar la identidad y proteger la salud y la seguridad de nuestros clientes, empleados, contratistas o el público en general

Divulgación a terceros para fines comerciales

Para todas las categorías enumeradas que se mencionaron anteriormente, limitamos las divulgaciones de información personal para fines comerciales a los proveedores de servicios, según como se describen en la sección "Cuándo y con quién compartimos información".

Compartición y venta de información personal y derecho de exclusión

La CCPA exige a las compañías que incluyan claras divulgaciones sobre su derecho de exclusión respecto de la "venta" o "compartición". No vendemos a nadie información que lo identifica y no vendemos a sablentes la información personal de consumidores menores de 16 años. Para excluirse de la venta o compartición de información no identificatoria, visite el Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>) y haga las selecciones correspondientes en el menú Configuración de sus dispositivos relevantes, Incluido X1, Flex y Xumo TV. Tenga en cuenta que su derecho de exclusión no se aplica a los datos que compartimos con proveedores de servicios con quienes trabajamos y que tienen la obligación de usarlos exclusivamente en nuestro nombre. A continuación, encontrará los tipos de información "vendidos" y las categorías de terceros que reciben información. Esta información por sí misma no lo identifica.

Identificadores para compañías afiliadas, redes de anuncios publicitarios, proveedores de servicios estadísticos, redes sociales y compañía de medición de audiencia.

Información sobre la actividad en Internet u otra red electrónica para compañías afiliadas, redes de anuncios publicitarios, proveedores de servicios estadísticos, redes sociales y compañía de medición de audiencia.

Inferencias deducidas a partir de otra información personal para redes de anuncios publicitarios.

Derecho a conocer la información recopilada y solicitar su corrección o eliminación

Los residentes de California tienen el derecho de solicitar que les informemos qué información personal recopilamos, usamos y vendemos, así como el derecho de solicitar que eliminemos cierta información personal que hemos recopilado acerca de ellos. Si conservamos información personal que no es exacta, los residentes de California tienen derecho a solicitar que la corrijamos. Para ejercer sus derechos, usted o su agente autorizado pueden enviar una solicitud ingresando en www.xfinity.com/privacy/requests o llamándonos al 1-844-963-0138.

Para su seguridad y para garantizar que ningún tercero no autorizado pueda acceder a su información personal, le pediremos que verifique su identidad antes de atender sus solicitudes. Si actualmente es cliente o todavía tiene acceso a su cuenta, le pediremos que se autentique a través de su cuenta de Xfinity. Si no tiene una cuenta con nosotros, deberá proporcionarnos una dirección de correo electrónico y un número de teléfono móvil para iniciar el proceso de verificación. También podría tener que presentar una identificación válida, con foto, emitida por el gobierno. Si solicita acceso en nombre de otra persona, deberá verificar su identidad y demostrar que cuenta con la autorización del individuo a cuya información personal desea acceder.

En la respuesta a su solicitud de acceso, podríamos omitir cierta información, como información que podría afectar la privacidad de otros o interferir con exigencias legales. Del mismo modo, podría haber motivos por los que no podemos atender sus solicitudes de eliminación, como la necesidad de conservar su información personal para brindarle un servicio o para cumplir con una obligación legal. En determinados casos, es posible que no recopiliemos suficientes identificadores que hagan coincidir la información de nuestros registros con su solicitud.

Derecho a restringir el uso de información personal sensible

Los residentes de California tienen el derecho a solicitarnos que restrinjamos nuestro uso de la información personal sensible. Puede limitar nuestro uso y divulgación de su información personal sensible para fines de recomendaciones personalizadas, marketing y publicidad a través del Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>).

Derecho a recibir información relativa a la participación en programas para compartir datos a cambio de incentivos económicos

Podríamos organizar promociones ocasionalmente y pedirle que nos comparta información personal a cambio de descuentos. Siempre le daremos avisos claros sobre este tipo de programas cuando se registre, y la participación siempre será voluntaria. Si cambia de parecer, siempre podrá excluirse y el hecho de no participar no afectará su uso de nuestros Servicios.

Para consultar la cantidad de solicitudes que recibimos a lo largo del tiempo, cómo cumplimos con esas solicitudes y la cantidad media o mediana de días en la que respondemos a esas solicitudes, visite <https://es.xfinity.com/privacy/reports>.

INFORMACIÓN ADICIONAL SOBRE LOS DERECHOS DE PRIVACIDAD DE LOS RESIDENTES DE COLORADO

La ley de Colorado les otorga a los residentes de ese estado el derecho a acceder, eliminar y corregir ciertos "datos personales" que recopilamos sobre ellos, así como a restringir el uso de esos datos personales para publicidad dirigida, limitar la "venta" de dichos datos personales y controlar nuestro uso de los datos personales considerados sensibles. Si es residente de Colorado, también tiene derecho a no recibir un trato discriminatorio por ejercer sus derechos de privacidad. Si bien todos los residentes de Colorado tienen el derecho a excluirse del procesamiento automatizado cuando dicho procesamiento produciría efectos legales u otros efectos igualmente significativos, no usamos sus datos personales para tomar decisiones automatizadas en situaciones en las que tiene el derecho legal de excluirse.

La Ley de Privacidad de Colorado define "Datos personales" como "toda información que está vinculada o pueda vincularse razonablemente con una persona natural identificada o identificable". Cuando usamos el término "información personal" en nuestra Política de privacidad, incluye los datos personales que esta definición abarca.

Para ejercer sus derechos de acceso, eliminación y corrección, usted o su agente autorizado pueden enviar una solicitud ingresando en www.xfinity.com/privacy/requests o llamándonos al 1-844-963-0138. Para su seguridad y para garantizar que ningún tercero no autorizado pueda acceder a su información personal, le pediremos que verifique su identidad antes de atender sus solicitudes. Si actualmente es cliente o todavía tiene acceso a su cuenta, le pediremos que se autentique a través de su cuenta de Xfinity. Si no tiene una cuenta con nosotros, deberá proporcionarnos una dirección de correo electrónico y un número de teléfono móvil para iniciar el proceso de verificación. También podría tener que presentar una identificación válida, con foto, emitida por el gobierno. Si solicita acceso en nombre de otra persona, deberá verificar su identidad y demostrar que cuenta con la autorización del individuo a cuya información personal desea acceder.

Para excluirse de la publicidad dirigida y de la venta o compartición de datos personales, así como para establecer preferencias sobre nuestro uso de los datos personales sensibles, visite el Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>) y haga las selecciones correspondientes en el menú Configuración de sus dispositivos relevantes, Incluido X1, Flex y Xumo TV.

Si rechazamos su solicitud, tiene derecho a apelar nuestra decisión. Puede solicitar otra revisión a través de www.xfinity.com/privacy/requests.

INFORMACIÓN ADICIONAL SOBRE LOS DERECHOS DE PRIVACIDAD DE LOS RESIDENTES DE CONNECTICUT

La ley de Connecticut les otorga a los residentes de ese estado el derecho a acceder, eliminar y corregir ciertos "datos personales" que recopilamos sobre ellos, así como a restringir el uso de esos datos personales para publicidad dirigida, limitar la "venta" de dichos datos personales y controlar nuestro uso de los datos personales considerados sensibles. Si es residente de Connecticut, también tiene derecho a no recibir un trato discriminatorio por ejercer sus derechos de privacidad. Si bien todos los residentes de Connecticut tienen el derecho a excluirse del procesamiento automatizado cuando dicho procesamiento produciría efectos legales u otros efectos igualmente significativos, no usamos sus datos personales para tomar decisiones automatizadas en situaciones en las que tiene el derecho legal de excluirse.

La Ley de Privacidad de Datos de Connecticut define "Datos personales" como "toda información que está vinculada o pueda vincularse razonablemente con una persona natural identificada o identificable". Cuando usamos el término "información personal" en nuestra Política de privacidad, incluye los datos personales que esta definición abarca.

Para ejercer sus derechos de acceso, eliminación y corrección, usted o su agente autorizado pueden enviar una solicitud ingresando en www.xfinity.com/privacy/requests o llamándonos al 1-844-963-0138. Para excluirse de la publicidad dirigida y de la venta o compartición de datos personales, así como para establecer preferencias sobre nuestro uso de los datos personales sensibles, visite el Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>) y haga las selecciones correspondientes en el menú Configuración de sus dispositivos relevantes, Incluido X1, Flex y Xumo TV. Si rechazamos su solicitud, tiene derecho a apelar nuestra decisión. Puede solicitar otra revisión a través de www.xfinity.com/privacy/requests.

INFORMACIÓN ADICIONAL SOBRE LOS DERECHOS DE PRIVACIDAD DE LOS RESIDENTES DE MAINE

En términos generales, la Ley de Maine sobre la Privacidad del Cliente en los Servicios de Acceso a Internet de Banda Ancha prohíbe que los proveedores de servicios de acceso a Internet de banda ancha (en adelante, los "Proveedores") usen, divulguen, vendan o permitan el acceso a la "información personal del cliente" (o sin su consentimiento expreso y afirmativo, el cual puede revocarse en cualquier momento).

Sin embargo, este consentimiento no será necesario para la recopilación, la conservación, el uso, la divulgación, la venta o el acceso a la información personal del cliente cuando estas actividades se requieran para los siguientes fines:

- Prestar el servicio del cual se ha obtenido dicha información o proveer los servicios necesarios para su prestación;
- Anunciar u ofrecer al cliente los servicios del proveedor relacionados con comunicaciones;
- Cumplir con una orden judicial legal;
- Iniciar, presentar, facturar y cobrar el pago de los servicios de acceso a Internet de banda ancha;
- Proteger a los usuarios de los servicios del proveedor o de los servicios de otros proveedores contra la suscripción o el uso fraudulento, abusivo o ilegal de tales servicios;
- Proporcionar información de geolocalización sobre un cliente:
 - A un centro público de atención de llamadas de seguridad; un proveedor de servicios médicos de emergencia o de despacho de emergencia; un oficial de seguridad pública, cuerpo de bomberos o policía; o un centro hospitalario de emergencias o centro de traumatismos con el fin de responder a la llamada de un cliente para recibir servicios de emergencia; o

- A un proveedor de servicios de información o de gestión de bases de datos con el único fin de ayudar en la prestación de servicios de emergencia en respuesta a una emergencia.

Ningún proveedor podrá negarse a prestar servicios a un cliente por no dar su consentimiento cuando se requiera. Tampoco podrá cobrar multas ni ofrecer descuentos en función de la decisión del cliente de otorgar o no su consentimiento.

El proveedor adoptará medidas razonables para proteger la información personal del cliente contra el uso, la divulgación o el acceso no autorizado, teniendo en cuenta la naturaleza y el alcance de las actividades del proveedor, la sensibilidad de los datos que recopila, la envergadura del proveedor y la viabilidad técnica de las medidas de seguridad.

Además, el proveedor podrá usar, divulgar, vender o permitir el acceso a información del cliente que no sea información personal, a menos que el cliente elija lo contrario.

Si usted es cliente de Xfinity, puede controlar la información de su cuenta y revisar su configuración de privacidad en <https://es.xfinity.com/privacy/your-privacy-choices>. Para examinar la política de privacidad de Xfinity en su totalidad, ingrese en <https://es.xfinity.com/privacy>. Para obtener más información sobre nuestros compromisos de privacidad, incluido nuestro compromiso de proteger su privacidad cuando utiliza nuestro servicio de Internet de banda ancha, ingrese en <https://es.xfinity.com/privacy>.

INFORMACIÓN ADICIONAL SOBRE LOS DERECHOS DE PRIVACIDAD DE LOS RESIDENTES DE UTAH

La ley de Utah les otorga a los residentes de ese estado el derecho a acceder y eliminar ciertos "datos personales" que recopilamos sobre ellos, así como a restringir el uso de esos datos personales para publicidad dirigida, limitar la "venta" de dichos datos personales y controlar nuestro uso de los datos personales considerados sensibles. Si es residente de Utah, también tiene derecho a no recibir un trato discriminatorio por ejercer sus derechos de privacidad.

La Ley de Privacidad del Consumidor de Utah define "Datos personales" como "toda información que está vinculada o pueda vincularse razonablemente con una persona natural identificada o identificable". Cuando usamos el término "información personal" en nuestra Política de privacidad, incluye los datos personales que esta definición abarca.

Para ejercer sus derechos de acceso y eliminación, usted o su agente autorizado pueden enviar una solicitud ingresando en www.xfinity.com/privacy/requests o llamándonos al 1-844-963-0138.

Para excluirse de la publicidad dirigida y de la venta o compartición de datos personales, así como para establecer preferencias sobre nuestro uso de los datos personales sensibles, visite el Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>) y haga las selecciones correspondientes en el menú Configuración de sus dispositivos relevantes, incluido X1, Flex y Xumo TV.

INFORMACIÓN ADICIONAL SOBRE LOS DERECHOS DE PRIVACIDAD DE LOS RESIDENTES DE VIRGINIA

La ley de Virginia les otorga a los residentes de ese estado el derecho a acceder, eliminar y corregir ciertos "datos personales" que recopilamos sobre ellos, así como a restringir el uso de esos datos personales para publicidad dirigida, limitar la "venta" de dichos datos personales y controlar nuestro uso de los datos personales considerados sensibles. Si es residente de Virginia, también tiene derecho a no recibir un trato discriminatorio por ejercer sus derechos de privacidad.

La Ley de Protección de Datos del Consumidor de Virginia define "Datos personales" como "toda información que está vinculada o pueda vincularse razonablemente con una persona natural identificada o identificable". Cuando usamos el término "información personal" en nuestra Política de privacidad, incluye los datos personales que esta definición abarca.

Para ejercer sus derechos de acceso, eliminación y corrección, usted o su agente autorizado pueden enviar una solicitud ingresando en www.xfinity.com/privacy/requests o llamándonos al 1-844-963-0138. Para excluirse de la publicidad dirigida y de la venta o compartición de datos personales, así como para establecer preferencias sobre nuestro uso de los datos personales sensibles, visite el Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>) y haga las selecciones correspondientes en el menú Configuración de sus dispositivos relevantes, incluido X1, Flex y Xumo TV. Si rechazamos su solicitud, tiene derecho a apelar nuestra decisión. Puede solicitar otra revisión a través del panel de solicitudes (www.xfinity.com/privacy/requests).

INFORMACIÓN ADICIONAL SOBRE LOS DERECHOS DE PRIVACIDAD DE LOS RESIDENTES DEL EEE, SUIZA Y REINO UNIDO

El Reglamento General de Protección de Datos (General Data Protection Regulation, RGPD) de la UE y el Reglamento General de Protección de Datos de Reino Unido les otorgan a los residentes del EEE, Reino Unido y Suiza el derecho a recibir avisos sobre los fines para los que se procesan sus datos y nuestro fundamento legal para dicho procesamiento, las categorías de los destinatarios de su información personal, si la información personal se transferirá fuera de estas jurisdicciones y los criterios que usamos para determinar durante cuánto tiempo debemos conservar sus datos. También tiene derecho a recibir avisos sobre sus derechos. Estos derechos se aplican a todos los residentes de estos lugares, independientemente de si usted es un cliente, un contacto comercial o un miembro de la fuerza laboral.

El RGPD define "Datos personales" como "toda información que está vinculada o puede vincularse razonablemente con una persona natural identificada o identificable". Cuando usamos el término "información personal" en nuestra Política de privacidad, incluye los datos personales que esta definición abarca.

Si reside en el EEE, Suiza o Reino Unido, obtenga más información sobre sus derechos y cómo puede ejercerlos

DERECHO A SER INFORMADO

La sección general de esta Política de privacidad describe, en categorías fáciles de entender, los tipos de información personal que recopilamos, cómo la recopilamos y cómo la usamos. Para obtener información sobre nuestras prácticas de conservación, consulte la sección "Por cuánto tiempo conservamos su información" más arriba.

Fundamento legal para el procesamiento

Utilizamos diversos fundamentos legales para procesar su información personal. Principalmente, procesamos su información personal porque es necesario para ejecutar nuestro acuerdo de prestación de servicios con usted o porque el procesamiento es necesario para nuestros intereses legítimos, toda vez que dichos intereses no anulan sus derechos y libertades fundamentales relacionados con la privacidad de los datos. Cuando utilizamos el interés legítimo como fundamento legal, nuestro interés legítimo es necesario para promocionar nuestro negocio, mejorar los servicios que le ofrecemos, así como su experiencia cuando interactúa con nosotros y garantizar una gestión operativa eficaz y la administración interna de nuestra compañía, además del ejercicio de nuestros derechos. En casos limitados, podemos utilizar otros fundamentos legales para procesar su información personal, incluso cuando sea necesario para cumplir con una obligación legal o cuando brinda su consentimiento para el procesamiento.

Transferencia transfronteriza de información

Determinada información personal puede transferirse a Estados Unidos y otros países, o procesarse en ellos, en los que tenemos establecimientos o en los que nos involucramos con proveedores de servicios. La legislación de Estados Unidos sobre información personal puede ser diferente a la legislación de su estado o país. Implementamos resguardos adecuados para proteger su información personal según lo exigido por la legislación relevante, incluidas las medidas complementarias, si transferimos su información personal fuera del EEE, Reino Unido o Suiza.

Entidades representativas de la Unión Europea y el Reino Unido, DPO

Xumo LLC es un responsable del tratamiento de datos que opera Xumo Play, un servicio gratuito de video a pedido respaldado por publicidad que ofrece una amplia selección de contenido de programación a través de una aplicación. Si desea comunicarse con el delegado de protección de datos (Data Protection Officer, DPO) de Xumo LLC, puede hacerlo enviando un correo electrónico a dpo@xumo.com.

Para las personas que acceden a los productos y servicios de Xumo LLC desde la Unión Europea o el Reino Unido, y que desean ejercer sus derechos en virtud del Reglamento General de Protección de Datos (General Data Protection Regulation, GDPR) de la Unión Europea o de la Ley de Protección de Datos (Data Protection Act, DPA) de 2018 del Reino Unido, respectivamente:

Comcast International France SAS fue designada como **representante de la Unión Europea** de Xumo LLC en virtud del artículo 27 del GDPR, y Comcast International Holdings UK Limited fue designada como **representante en el Reino Unido** de Xumo LLC en virtud del artículo 27 del GDPR del Reino Unido.

Todas las consultas de las personas de la Unión Europea o del Reino Unido relacionadas con el tratamiento de su información personal o cualquier consulta de las autoridades supervisoras deben dirigirse a representative@Xumo.com, o se puede enviar una carta a:

Consultas en la Unión Europea:

Comcast International France SAS
115-123 Avenue Charles de Gaulle, 5th Floor
92200 Neuilly Sur Seine
Paris, France

Consultas en el Reino Unido:

Comcast International Holdings UK Limited
5 Churchill Place, 10th Floor
London, UK

Puede obtener más información sobre cómo ejercer sus derechos directamente a continuación.

DERECHO DE ACCESO, DERECHO A LA PORTABILIDAD DE DATOS Y DERECHO A SOLICITAR LA CORRECCIÓN O ELIMINACIÓN DE LA INFORMACIÓN

Tiene derecho a solicitarnos que hagamos lo siguiente:

- Le demos acceso a su información personal que conservamos en nuestros sistemas y una copia de ella;
- Corrijámos o actualicemos la información personal inexacta o incompleta que tenemos sobre usted;
- Eliminemos toda la información personal o parte de ella que tenemos sobre usted (por ejemplo, si ya no es necesaria para prestarle los servicios a usted).

Para enviar una solicitud a fin de ejercer sus derechos, tenga a bien completar el formulario disponible en www.xfinity.com/privacy/requests. Podemos tener un motivo de conformidad con la ley por el que no tenemos que cumplir con su solicitud o por el que podemos cumplir con ella de una manera más limitada que la que usted anticipó. De ser así, se lo explicaremos en nuestra respuesta. Tenga en cuenta que, para verificar su identidad, es posible que le pidamos que nos brinde información antes de acceder a los registros que contienen información sobre usted. En determinados casos, es posible que no recopilemos suficientes identificadores que hagan coincidir la información de nuestros registros con su solicitud.

DERECHO A OBJETAR, RETIRAR EL CONSENTIMIENTO Y RESTRINGIR EL PROCESAMIENTO

Tiene derecho a solicitarnos que hagamos lo siguiente:

- Dejemos de usar, y garanticemos que todos los terceros dejen de usar, parte o la totalidad de su información personal (por ejemplo, si ya no tenemos un fundamento legal para procesarla);
- Dejemos de contactarlo con mensajes promocionales.

Puede ejercer estos derechos visitando el Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>) y haciendo las selecciones correspondientes en el menú Configuración de sus dispositivos relevantes entregados por Comcast/Xfinity.

DERECHO DE EXCLUSIÓN DEL PROCESAMIENTO AUTOMATIZADO

Tiene derecho a excluirse del procesamiento automatizado cuando dicho procesamiento produciría efectos legales u otros efectos igualmente significativos. No obstante, no usamos la información personal de los residentes del EEE, Suiza y Reino Unido para tomar decisiones automatizadas sobre usted que tendrían estos efectos.

DERECHO A PRESENTAR UNA RECLAMACIÓN

Tiene derecho a presentar una reclamación ante su autoridad de protección de datos local sobre nuestro uso de su información personal.

CAMBIOS A ESTA POLÍTICA DE PRIVACIDAD

Podremos cambiar esta Política de privacidad con el tiempo a medida que cambien nuestras necesidades comerciales y las de nuestros clientes. Si hacemos cambios sustanciales, que amplíen nuestros derechos de uso de la información personal que hemos recopilado previamente sobre usted, le notificaremos por escrito, electrónicamente o a través de otros medios para que pueda tomar las decisiones necesarias sobre su uso continuo de nuestros servicios.

CÓMO CONTACTARNOS CON PREGUNTAS ACERCA DE ESTA POLÍTICA DE PRIVACIDAD

- Envíenos un mensaje a: Comcast_Privacy@comcast.com

Asegúrese de incluir su nombre y dirección, su número de cuenta de Comcast (si corresponde), y un número de teléfono donde podemos contactarle durante el día.

MÁS INFORMACIÓN ACERCA DE ALGUNOS TÉRMINOS Y FRASES UTILIZADOS EN ESTA POLÍTICA

A continuación, encontrará ejemplos ilustrativos y más información acerca de los términos utilizados en esta política que tienen el símbolo ⓘ a su lado.

Información personal: incluye toda información que esté vinculada o pueda vincularse razonablemente con usted.

Productos, servicios, redes y plataformas: algunos ejemplos sobre cuándo corresponde esta política son: Xfinity® TV y Streaming, Xfinity Internet, xFi y Xfinity Advanced Security, Xfinity Voice, Xfinity Stream app, servicio de Xfinity WiFi, Xfinity Home, Xfinity Mobile, Xfinity Flex, Servicios de Comcast Business, Effectv, Xumo, Xumo TV y Xumo Play.

Otros productos, servicios, sitios web y aplicaciones: por ejemplo, si utiliza la aplicación Peacock en su teléfono X1 o Xfinity Mobile, la política de privacidad de NBCUniversal corresponderá a la información que se recopile a través de esa aplicación.

Terceros: se refiere a otras empresas que recopilan o conservan información acerca de usted y la comparten con nosotros, como agencias crediticias que comparten información con nosotros cuando usted se registra en un servicio y presta su consentimiento para una evaluación crediticia.

Responder a sus solicitudes: para brindarle mejor atención, llevamos un registro de las oportunidades en las que nos contactó, cuál fue el asunto y cuál es la mejor forma de comunicarnos con usted.

Adaptar nuestros servicios: recopilamos datos de terceros para entender mejor sus intereses y acercarle ofertas personalizadas.

Fotografías: por ejemplo, podremos tomar una fotografía de su porche o entrada junto con el equipo que le entregamos o fotografías aéreas de nuestra red con el fin de evaluar la seguridad y conformidad de la misma.

Actividad de selección y visualización de videos: cuando usa los servicios de video que ofrecemos directamente, como Xfinity TV y la Xfinity Stream app, sabemos qué video seleccionó para poder entregárselo. Cuando accede al contenido de aplicaciones de terceros en la plataforma de X1, Flex o Xumo TV, solo sabremos que usted ha accedido a dicha aplicación, no lo que usted hace dentro de dichas selecciones de video, a menos que usted haya permitido compartir esta información.

Para ayudarnos a autenticarlo: algunos de nuestros servicios solo se ofrecen en ciertas regiones geográficas, por lo cual, para usar esos servicios o acceder a información relacionada, necesitamos saber que se encuentra físicamente en su dirección de servicio.

Información proporcionada cuando usted integra otros servicios con nuestros servicios: por ejemplo, si usted descarga o utiliza las herramientas o funciones de otra empresa que son compatibles con nuestros servicios, dicha empresa recopilará información sobre su uso de esas herramientas y funciones, y podría compartir información adicional con nosotros.

DNS: el "directorio de direcciones" de Internet se conoce como "Domain Name System", Sistema de Nombres de Dominio o DNS. Así es como las personas navegan en Internet. Millones de clientes de Comcast consultan miles de millones de direcciones en Internet todos los días. Eliminamos las consultas DNS generadas por nuestros clientes de Internet cada 24 horas, excepto en casos muy específicos, cuando necesitamos investigar un problema de seguridad o rendimiento de la red, protegernos contra amenazas de seguridad o atender una solicitud legal legítima. Usted puede decidir mantener esa información en su cuenta durante más tiempo al habilitar ciertas características, como nuestros servicios avanzados de seguridad que le permiten ver los sitios web bloqueados durante un máximo de 30 días. Sin embargo, nunca hemos usado esta información para ningún tipo de comercialización o publicidad ni la hemos vendido a terceros.

Actividad de tráfico de red: qué sitios visita en Internet es asunto suyo, no nuestro. Limitamos el uso de nuestra parte de la actividad de tráfico de red de los clientes para estudiar datos de la red con el fin de evaluar su rendimiento; entender tendencias; anticipar la demanda y desarrollar, probar y mejorar nuestros productos y servicios; y con fines de fraude y seguridad. Hacemos esto con una muestra de datos de la red y solo relacionamos la actividad de la red de nuestros clientes con personas concretas cuando es necesario por motivos de seguridad o fraude, o cuando lo exige la ley.

Xfinity Mobile: no vendemos ni jamás hemos vendido información sobre su ubicación cuando usa nuestro servicio Xfinity Mobile.

Aplicaciones móviles: si usa un dispositivo móvil para acceder a nuestros servicios, podríamos necesitar conocer la ubicación de su dispositivo móvil u otro dispositivo en el que haya instalado una de nuestras aplicaciones para ciertas funciones, como conectarlo a un punto de acceso de Xfinity WiFi cercano. Antes de hacerlo, le pediremos su consentimiento para recopilar y usar información de geolocalización precisa. Usted puede usar las opciones de configuración de su dispositivo para negarse a la recopilación de esta información (consulte la sección "Sus opciones") pero, si lo hace, ciertas funciones y características de los servicios podrían verse limitadas.

Información demográfica: información como el sexo, la edad y los registros censuales.

Información sobre intereses: información que indica sus intereses en temas como deportes, viajes o cocina.

Información sobre compras: información proveniente de programas de fidelidad o registros públicos.

Facebook: si interactúa con nuestros servicios mediante un dispositivo con el que también interactúa con redes sociales, o si interactúa con nosotros mediante una función de una red social como un complemento (por ejemplo, un botón "me gusta" de Facebook), podría autorizarnos a tener acceso continuo a cierta información de su perfil en dicha red social (como su nombre, su dirección de correo electrónico, su lista de amigos, su foto, su edad, su sexo, su ubicación, su cumpleaños, su ID en la red social, su ciudad actual, las personas y los sitios que sigue, etc.). Si no quiere que una red social recopile información como la mencionada sobre usted o no quiere que la comparta con nosotros y otros terceros, examine la configuración de privacidad y las instrucciones de la red social correspondiente antes de interactuar con nuestros servicios.

Medición e informes estadísticos para nosotros y para terceros: nosotros y los proveedores de servicios que operan en nuestro nombre podríamos combinar y usar información de nuestros registros comerciales (incluida información sobre cuentas, datos sobre la actividad de video y otra información sobre el uso) con información de terceros con el fin de crear informes de mediciones y estadísticas. Estos informes están anónimizados o combinados y no contienen ninguna información que lo identifique personalmente.

Usamos estos informes para muchos de los fines descritos en la Política de privacidad, como para mejorar los servicios, crear y ofrecer publicidad más personalizada en nombre de Comcast y otros

terceros, determinar si los mensajes de un anunciente se visualizan y cómo, y analizar la efectividad de ciertos anuncios en los Servicios de Comcast y en otros servicios y plataformas. También usamos estos informes para trabajar con grupos académicos o de investigación y para otros usos que nos ayudan a desarrollar y financiar mejoras en los servicios y la infraestructura. Podríamos compartir estos informes con programadores, anunciantes u otros. Para obtener más información sobre las opciones que tiene en relación con el uso de su información con estos fines, consulte el Centro de preferencias de privacidad de Xfinity (<https://es.xfinity.com/privacy/your-privacy-choices>).

Configuración de opciones de inclusión o exclusión: por ejemplo, si compartimos con otros información personal que no lo identifica personalmente para uso de tales terceros, primero le daremos la opción de excluirse. En otros casos, usted podría querer que compartamos su nombre, dirección física o dirección de correo electrónico con otra empresa (por ejemplo, cuando se suscribe a un servicio de un tercero a través de una de nuestras plataformas, como la X1, Flex o Xumo TV). En tales casos, nos aseguraremos de que nos dé instrucciones claras antes de compartir esa información.

Otra empresa: por ejemplo, cuando se suscribe a un servicio de un tercero a través de nuestra X1 o Flex, podría pedirnos que compartamos información de contacto para ayudarle a registrarse o iniciar sesión. O bien, si le interesa un producto que vio anunciado en televisión y quisiera compartir su información de contacto para que el proveedor del producto le envíe más información, podríamos brindarle esa opción.

Aplicación de video que no es de Xfinity: por ejemplo, cuando utiliza Peacock en la plataforma X1, Flex o Xumo TV.

Plataforma o dispositivo de otra empresa: por ejemplo, cuando utiliza la Xfinity Stream app desde dispositivos operados por otras empresas, como un dispositivo Apple o Android.

Variar (de una categoría a otra): por ejemplo, la CCPA coloca el nombre y el número de seguro social en la misma categoría. Podríamos usar su nombre para enviarle material de comercialización sobre nuestros productos, pero no usaremos su número de seguro social para fines de comercialización ni publicidad.

Información personal del cliente: (1) Información de identificación personal de un cliente de banda ancha, incluidos, entre otros, el nombre del cliente, información de facturación, el número del seguro social, la dirección de facturación y datos demográficos; e (2) Información sobre el uso del servicio de acceso a Internet de banda ancha por parte de un cliente.

SAMPLE-WORK ORDER

1-888-COMCAST (266-2278)

XX/XX/2024 12:31

Job Receipt (516082)

WoNum: [REDACTED]
Job Number: [REDACTED]
SchdDate: 02/24/2023
Account: [REDACTED]
Phone #: [REDACTED]
Customer: [REDACTED]
Address: [REDACTED]

Services:

Install Codes: \$39.99 2P TV-XI INS
\$20.00 2P TV-XI INS
\$0.00 1 TV INS \$0
\$0.00 X1 FAILEDSIK
\$0.00 FSIK XI-XV

Tech: 5826

Equip at Location: [REDACTED]

Equip Added:

Equip Removed:Signature:

Payments:

Deposits:

Cust Satisfaction:

This notice is required by the Rules of the Federal Communications Commission. Comcast Digital Voice service (CDV) may have the 911/E911 limitations listed below. I understand and agree to the following: In order for my 911 to be properly directed to emergency services, Comcast must have my correct service address. If I move CDV to a different address without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or CDV (including 911) may fail altogether. CDV uses the electrical power in my home. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails or is exhausted after several hours. Calls, including calls to 911, may not be completed if there is a problem with the network facilities, including network congestion, network/equipment/power failure, or another technical problem. Prior to changing my address, or if I have any 911-related questions, I will call 1-800-Comcast. Comcast will need several business days to update my service address in the E911 system. USE OF CDV AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES YOUR ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE. By signing below, I represent that I am at least 18 years old; I am the owner of, or tenant in, the premises at the above address and that the installation, repair or other work provided has been satisfactorily completed. If this work order relates to the initial installation of services, I acknowledge receipt of the Comcast Welcome Kit which contains the Comcast Residential Customer Agreement, the Comcast Cable Subscriber Policy Notice and other important information about the services. I agree to be bound by the Comcast Customer Agreement which constitutes the agreement between Comcast and me for the services as well as any applicable Comcast acceptable use policies. If other non-installation work was provided, I agree to be bound by the current Comcast Customer Agreement as well as any applicable Comcast acceptable use policies. I authorize Comcast to obtain a credit report from a consumer credit agency in connection with the provision of the services I am receiving. IF I SUBSCRIBE TO COMCAST DIGITAL VOICE, I ACKNOWLEDGE MY RECEIPT AND UNDERSTANDING OF THE E911 NOTICE ABOVE.

Signature: _____



Account Number

Billing Date

Jan 08, 2025

Services From

Jan 15, 2025 to Feb 14, 2025

Page

1 of 3

Hello XXXXX,

SAMPLE - SUBSCRIBER BILL

Thank you for choosing Xfinity.

Your bill at a glance

For

Previous balance		\$163.04
Credit card payment - thank you	Dec 21	-\$163.04
Balance forward		\$0.00
Regular monthly charges	Page 3	\$164.72
Taxes, fees and other charges	Page 3	\$7.88
New charges		\$172.60

Amount due Jan 22, 2025 **\$172.60****Need help?**Visit xfinity.com/customersupport or see page 2 for other ways to contact us.**Your bill explained**

- Reminder this bill reflects price and format changes we previously notified you about.
- Any payments received or account activity after Jan 08, 2025 will show up on your next bill. View your most up-to-date account balance at xfinity.com/myaccount.
- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment

676 ISLAND POND RD
MANCHESTER NH 03109

Account number

Payment due

Jan 22, 2025

Please pay

\$172.60

Amount enclosed

\$

Make checks payable to Comcast
Do not send cash

Send payment to

COMCAST

P.O. BOX 70219

PHILADELPHIA PA 19176-0219

Move in a minute

Transfer your services in a few simple steps.

It's easy to schedule your move in just about a minute. On the way, you'll stay connected with our WiFi hotspots. Learn more at xfinity.com/moving.



Our thanks. Your rewards.

There's always something new to explore—and the longer you're with us, the more rewards you get.

See what's new in the **Xfinity app**. Not a member? Join for free in the app.



xfinity rewards

Contact us

We're here to help.

 **Chat**
Visit xfinity.com/chat

 **Social**
Tweet us @XfinitySupport

 **App**
Download the Xfinity app at xfinity.com/apps or in your app store

 **Phone**
Call 1-800-xfinity (1-800-934-6489)

 **Store**
At your nearest Xfinity store
find one at xfinity.com/storelocator

Additional information

Moving?

Visit xfinity.com/moving today to help you stay connected to all of your Xfinity services.

Accessibility:

If you are hearing impaired, call 711. For issues affecting customers with disabilities, call 1-855-270-0379, chat live at support.xfinity.com/accessibility, email accessibility@comcast.com, fax 1-866-599-4268 or write to Comcast at 1701 JFK Blvd., Philadelphia, PA 19103-2838 Attn: M. Gifford.

Ways to pay

Looking to shorten your to-do list?

Set up automatic monthly payments and never worry about remembering to pay your bill again. Enrolling is fast, easy, and free at xfinity.com/autopay.

Hello paperless billing, goodbye clutter

With paperless billing, you can pay and view your bill online. It's faster, easier and helps cut down the clutter, not the trees! Visit xfinity.com/ecobill to go green.

Additional billing information

Other ways to pay

Visit xfinity.com/myaccount and use the Xfinity app

Regular monthly charges

\$164.72

My Xfinity plan	\$118.77
My Xfinity services	\$118.77
TV: Video Price	\$118.77
Extra	\$67.27
Includes Limited Basic and Expanded Basic (Kids & Family, Entertainment, Sports & News).	
Broadcast TV Fee	\$36.20
Regional Sports Fee	\$15.30

What's included?



TV: 125+ Channels

 Visit xfinity.com/myaccount for more details

Add ons

\$21.95

Paramount+ with SHOWTIME	\$12.00
HD Technology Fee	\$9.95

Equipment & services

\$24.00

TV Box + Remote	\$24.00
Qty 2 @ \$12.00 each	

Taxes, fees and other charges

\$7.88

Other charges	\$7.82
Regulatory Cost Recovery	\$0.12
Franchise Costs	\$0.61
Franchise Fee	\$7.09

Taxes & government fees

\$0.06

Sales Tax	\$0.06
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Additional information

Franchise Authority: MA Department of Telecommunications and Cable Consumer Division, 1000 Washington St., Boston, MA 02118-6500; consumer.complaints@mass.gov; 617-305-3531 or 800-392-6066. For residential customers, if you are not satisfied with our resolution of a problem with your video service, or if you have a complaint regarding our video prices, you may contact the MA DTC at the above address. FCC Community ID: MA0056.

Fee Update: Effective December 20, 2024, the FCC Fee will decrease from \$0.15 to \$0.12 per month. This fee is part of the overall Regulatory Recovery Fee line item on your bill.

The Regulatory Cost Recovery fee is neither government mandated nor a tax, but is assessed by Comcast to recover certain federal, state, and local regulatory costs.

You have 120 days from the date of this bill to dispute any charges included on this bill.

Recent and Upcoming Programming Changes: Information on recent and upcoming programming changes can be found at xfinity.com/programmingchanges/ or by calling 866-216-8634.

Foxborough, MA

Canton, Dover, Medfield, Norfolk, Norwood, Sharon, Walpole, Westwood & Wrentham, MA

LIMITED BASIC

2 WGBH (PBS)
 3 HSN
 4 WBZ (CBS)
 5 WCVB (ABC)
 6,22 Local Access
 7 WHDH
 8-9 Local Access
 10 WBTS (NBC)
 11 WSBE (PBS)
 12 WLVI (CW)
 13 WFXT (FOX)
 14 WSBK (MyNetwork)
 15 WBPX (ION)
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 17,3487 WJUNI (Univision)
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 20 WMFP (IND)
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 24 WWDP (IND)
 25 QVC
 44 C-SPAN
 48 NECN
 56 EWTN
 57,183,1067 Jewelry TV
 58 WDPX
 86 QVC²
 87 QVC³
 88,1049 HSN2
 92 RESERVED FOR VIDEO
 93 The Portuguese Channel
 94,3217 RTP1 (Portuguese)
 99,1011 WJAR (NBC)
 190 Leased Access
 229 TBN
 247 C-SPAN2
 268,1669 CatholicTV
 501-550 Music Choice
 787,1037 QVC2 HD²
 801,1044 WGBX HD (PBS)
 802,1002 WGBH HD (PBS)
 803,1068 WPX HD (ION)
 804,1004 WBZ HD (CBS)
 805,1005 WCVB HD (ABC)
 806,1025 WFXT HD (FOX)
 807,1007 WHDH HD
 808,1056 WLVI HD (CW)
 810,1010 WBTS HD (NBC)
 812,1034 QVC HD
 813,1062 WMFP HD (IND)
 814,1038 WSBK HD (MyNetwork)
 815,1060,3304 WNEU HD
 (Telemundo)
 816,1066,3310 WJUNI HD
 (Univision)
 817,1027,3307 WUTF HD
 (Unimas)
 818,1046 WWDP HD (IND)
 819,1036 WSBE HD (PBS)
 840,1127 NECN HD

ENTERTAINMENT

(INCLUDED IN POPULAR TV AND ULTIMATE TV)

27 truTV
 29 VH1
 30 FX
 31 TBS

32 HGTV
 33 TNT
 34 E!
 35 USA Network
 36 Lifetime
 37 A&E
 39 Discovery
 53 Bravo
 54 Food Network
 59 AMC
 61 Comedy Central
 62 Syfy
 63 Animal Planet
 64 TV Land
 66 History
 67 Travel Channel
 68 BET
 176 Ovation
 180 Cleo
 199 Hallmark Mystery
 214 TV One
 215 WE tv
 216 Oxygen
 226 OWN (Oprah Winfrey Network)
 241 BBC America
 252 Investigation Discovery
 256 FXX
 267 GSN
 270 LMN
 279 Great American Family
 784,1488 Travel Channel HD
 788,1456 LMN HD
 790,1459 Hallmark Mystery HD
 794,1463 Bravo HD
 799,1428 WE tv HD
 823,1449 Discovery HD
 828,1612 MTV Live HD
 829,1607 VH1 HD
 830,1409 FX HD
 831,1434 TBS HD
 832,1492 HGTV HD
 833,1404 TNT HD
 834,1466 E! HD
 835,1403 USA Network HD
 836,1455 Lifetime HD
 837,1402 A&E HD
 854,1484 Food Network HD
 857,1464 OWN HD (Oprah Winfrey Network)
 858,1435 Comedy Central HD
 859,1405 AMC HD
 862,1411 Syfy HD
 863,1471 Animal Planet HD
 872,1478 History HD
 902,1430 truTV HD
 905,1625 BET HD
 909,1444 Investigation Discovery HD
 912,1626 TV One HD
 915,1462 Ovation HD
 920,1418 BBC America HD

ULTIMATE TV

921,1465 Oxygen HD
 924,1410 FXX HD
 1425 GSN HD²
 1426 TV Land HD²
 1431 INSP HD²
 1437 Comedy.TV HD²
 1446 Justice Central TV HD²
 1461 Great American Family HD²
 1483 Recipe TV HD²
 1623 AFRO HD²
 1624 Cleo HD²
 1627 ASPIRE HD²
 1636 GrioTV HD²
 1637 Revolt HD²
 3131 Crossings TV HD²

SPORTS & NEWS
 (INCLUDED IN SPORTS & NEWS TV, POPULAR TV, AND ULTIMATE TV)

40 MSNBC
 41 FOX News Channel
 42 CNN
 43 HLN
 45 Bloomberg TV
 46 CNBC
 47 The Weather Channel
 49 ESPN
 50 ESPN2
 69 Golf Channel
 124 NewsNation
 139 ACC Network
 249 C-SPAN3
 250 FOX Sports 1
 266 Tennis Channel
 284 FOX Business Network
 789,1123 FOX Business Network HD
 795,1121 CNBC HD
 838,1224 Tennis Channel HD
 839,1243 MotorTrend Network HD
 841,1110 FOX News Channel HD
 842,1111 CNN HD
 843,1112 HLN HD
 844,1122 Bloomberg TV HD
 847,1102 The Weather Channel HD
 848,1223 Golf Channel HD
 849,1205 ESPN HD
 850,1206 ESPN2 HD
 901,1113 MSNBC HD
 925,1208 FOX Sports 1 HD
 1108 FOX Weather HD²
 1115 Newsmax TV HD²
 1116 NewsNation HD²
 1130 C-SPAN3 HD²
 1325 ACC Network HD
 1684 Jewish Broadcasting Service HD²

51 NESN
 52 NBC Sports Boston
 55 Paramount Network
 60 Cartoon Network
 84 NESN+
 85,1256 NBC Sports Boston Overflow
 137 SEC Network (National)
 182 POP
 189 BBC News
 191,1709 BabyFirst Americas
 193 Smithsonian Channel
 196,1685 Jewish Life Television (JLTV)
 198 ReelzChannel
 201 SundanceTV East¹
 211 Hallmark Family¹
 212 IFC
 220 Nicktoons
 221 Discovery Family Channel
 222 Disney XD
 223 Nick Jr.
 224 TeenNick
 227 Science
 228 Nick 2
 230 Discovery Life
 232 Nat Geo WILD
 233 Destination America
 236,1682 The Impact Network
 239 Cooking Channel
 240 Magnolia Network
 242 VICE
 243 tyi
 244 Disney Jr.
 248 ESPNews
 253 American Heroes Channel
 254 FOX Sports 2
 255,1236 Outdoor Channel
 257 NBA TV
 259 NHL Network
 260,1246 FanDuel TV
 261 CBS Sports Network
 262 MLB Network
 263 ESPNU
 265 NFL Network
 272,1615 Nick Music
 273 MTV2
 274 BET Her
 275,1630 BET Soul
 276,1619 CMT Music
 277,1614 MTV Classic
 278 FX Movie Channel
 280,1633 BET Jams
 281 Logo
 330 ScreenPix
 331 ScreenPix Action
 332,1789 ScreenPix Westerns
 333 ScreenPix Voices
 366 FLIX East
 666,3378 HITN
 705,3486 NBC Universo

708,3482 FOX Deportes	720,1231,3351,3481 ESPN Deportes	3491 Zona Futbol ¹	364 SHOWTIME Extreme East	3285 Willow Plus
710,3485 TUDN	1228,3360 Zona Futbol HD ²	MORE SPORTS & ENTERTAINMENT PACKAGE	366 FLIX East	3286 TV Asia
711,3380 MTV TR3s	1229,3359 TUDN HD ²	126,1445 Crime & Investigation	381 The Movie Channel East	3287 ZeeTV
719,3483 Galavision	1230,3353 FOX Deportes HD ²	127,1479 Military History Channel	382 The Movie Channel Xtra East	3289 SET
792,1716 Disney XD HD	1232,3387 NBC Universo HD ²	136 Sportsman Channel	435,1888 Penthouse	3292 RecordTV
796,1210 ESPNNews HD	3491 Zona Futbol ¹	213 TCM	450,1887 Playboy Latino	3293 TV Globo
797,1486 fyi HD		248 ESPNNews	451,1886 Playboy	3294 TV5 Monde
798,1438 IFC HD		255,1236 Outdoor Channel	452,1893 Juicy	3295 RAI International
822,1217 NHL Network HD		257 NBA TV	453,1889 Vivid TV	3296 The Filipino Channel
851,1250 NESN HD		259 NHL Network	457,1894 TEN+	
852,1251 NBC Sports Boston HD		260,1246 FanDuel TV	458,1891 XTSY	PAY-PER-VIEW
853,1215 NFL Network HD		261 CBS Sports Network	459,1890 Hustler TV	399,800,1201 IN DEMAND
855,1412 Paramount Network HD		262 MLB Network	771,1806 HBO Signature HD East	PPV HD
856,1303 CBS Sports Network HD		263 ESPNU	773,1814,3455 HBO Latino HD	401 IN DEMAND PPV
860,1734 Cartoon Network HD		264 NFL RedZone	East	402 IN DEMAND PPV 7
866,1451 Science HD		265 NFL Network	785,1773 STARZ ENCORE East	913,1218 NBA TV HD
894,1255 NESN+ HD		269 BTN	HD	3001 MLB El - Arizona Diamondbacks
900,1301 ESPNU HD		282 CMT	868,1820 CINEMAX HD East	3002 MLB El - Atlanta Braves
910,1436 VICE HD		796,1210 ESPNNews HD	870,1802 HBO HD East	3003 MLB El - Baltimore Orioles
911,1487 Destination America HD		822,1217 NHL Network HD	871,1804 HBO2 HD East	3004 MLB El - Boston Red Sox
913,1218 NBA TV HD		853,1215 NFL Network HD	874,1406,1816 AMC+ HD ²	3005 MLB El - Chicago Cubs
914,1219 MLB Network HD		856,1303 CBS Sports Network	875,1868 STARZ East HD	3006 MLB El - Chicago White Sox
922,1472 Nat Geo WILD HD		666,3378 HITN	877,1840 Paramount+ with	3007 MLB El - Cincinnati Reds
923,1209 FOX Sports 2 HD		667,3445 Cinema Dinamita	SHOWTIME HD East	3008 MLB El - Cleveland Indians
928,1321 SEC Network HD (National)		668,3345 EWTN en Espanol	878,1842 SHOWTIME 2 HD East	3009 MLB El - Colorado Rockies
1117 BBC News HD ²		669,3344 ESNE TV	880,1848 SHOWTIME Extreme	3010 MLB El - Detroit Tigers
1118 i24 News HD ²		670,3407 Ecuavisa	HD	3011 MLB El - Houston Astros
1228,3360 Zona Futbol HD ²		673,3492 Caracol TV	883,1860 The Movie Channel	3012 MLB El - Kansas City Royals
1229,3359 TUDN HD ²		675 Sony Cine	HD East	3013 MLB El - Los Angeles Angels
1230,3353 FOX Deportes HD ²		678,3355 Latin American Sports	884,1862 The Movie Channel Xtra	3014 MLB El - Los Angeles Dodgers
1232,3387 NBC Universo HD ²		704,3414 Supercanal	East HD	3015 MLB El - Miami Marlins
1238 Pursuit Channel HD ²		705,3486 NBC Universo	1771 FLIX East HD ²	3016 MLB El - Milwaukee Brewers
1427 POP HD ²		706 Discovery en Espanol	1822 MoreMAX East	3017 MLB El - Minnesota Twins
1429 ReelChannel HD ²		707,3441 Cinelatino	1824 ActionMAX East	3018 MLB El - New York Mets
1439 Logo HD ²		708,3482 FOX Deportes	1826 ThrillerMax East	3019 MLB El - New York Yankees
1440 SundanceTV HD East ²		709,3396 CNN en Espanol	1873 MGM+ Hits HD ²	3020 MLB El - Oakland Athletics
1460 Hallmark Family HD ²		710,3485 TUDN	1874 MGM+ Marquee HD ²	3021 MLB El - Philadelphia Phillies
1477 Smithsonian Channel HD ²		711,3380 MTV TR3s	1875 MGM+ Drive-In HD ²	3022 MLB El - Pittsburgh Pirates
1480 American Heroes Channel HD ²		712 ViendoMovies	INTERNATIONAL SELECTIONS³	3023 MLB El - San Diego Padres
1485 Cooking Channel HD ²		713,3442 Cine Mexicano	3101 Willow Plus HD	3024 MLB El - San Francisco Giants
1493 Magnolia Network HD ²		716 History en Espanol	3102 TV Asia HD	3025 MLB El - Seattle Mariners
1497 Discovery Life HD ²		717,3428 WAPA America	3103 ZeeTV HD	3026 MLB El - St. Louis Cardinals
1613 AXS TV ²		718,3420 Telemicro Internacional	3106 SET HD	3027 MLB El - Tampa Bay Rays
1628 BET Her HD ²		719,3483 Galavision	3108 ABP News	3028 MLB El - Texas Rangers
1629 The Africa Channel ²		720,1231,3351,3481 ESPN Deportes	3135 CCTV4	3029 MLB El - Toronto Blue Jays
1639 MTV2 HD ²		722,3331 BabyFirst Americas - Spanish	3137 Phoenix Info News	3030 MLB El - Washington Nationals
1701 Disney Jr. HD ²		723,3405 Centroamerica TV	3138 CTI Zhong Tian Channel	3034 NBA LP - Atlanta Hawks
1702 Nick Jr. HD ²		725 Discovery Familia	3139 Phoenix NA	3035 NBA LP - Boston Celtics
1714 Discovery Family Channel HD ²		727,3490 UnivMás Alt	3150 TVB Jade	3036 NBA LP - Brooklyn Nets
1727 Nicktoons ²		728,3489 Univision Alt	3185 Saigon Broadcasting	3037 NBA LP - Charlotte Hornets
1729 NICK 2 HD ²		757,3423 TV Dominicana	Television Network	3038 NBA LP - Chicago Bulls
1740 TeenNick HD ²		1228,3360 Zona Futbol HD ²	3194 The Filipino Channel HD	3039 NBA LP - Cleveland Cavaliers
1766 FX Movie Channel HD ²		1229,3359 TUDN HD ²	3195 GMA Pinoy TV	3040 NBA LP - Dallas Mavericks
1771 FLIX East HD ²		1230,3353 FOX Deportes HD ²	3196 GMA Life TV	3041 NBA LP - Denver Nuggets
1786 ScreenPix HD ²		1232,3387 NBC Universo HD ²	3210 SporTV	3042 NBA LP - Detroit Pistons
1787 ScreenPix Action HD ²		3308 UnivMás Alt HD ²	3212 RecordTV Europa HD	3043 NBA LP - Golden State Warriors
1788 ScreenPix Voices HD ²		3311 Univision Alt HD ²	3213 TV Globo HD	3044 NBA LP - Houston Rockets
3375 Galavision HD ²		3335 Discovery Familia HD ²	3216 SIC International	3045 NBA LP - Indiana Pacers
3491 Zona Futbol ¹		3371 Discovery en Espanol HD ²	3225 RTVI (Russian)	3046 NBA LP - Los Angeles Clippers
DEPORTES		3375 Galavision HD ²	3226 RTN (Russian)	
678,3355 Latin American Sports		3377 History en Espanol HD ²	3227 Russian Kino	
705,3486 NBC Universo		3404 Caracol HD ²	3230 Impact TV	
708,3482 FOX Deportes		3409 Mexicanal HD ²	3245 ART Network	
710,3485 TUDN		3443 Sony Cine HD ²	3250 The Israell Network	
		3447 ViendoMovies HD ²	3265 TV5 Monde HD	
			3275 AntennaTV	
			3280 RAI International HD	
			3281 Mediaset Italia	

3047 NBA LP - Los Angeles Lakers	ON DEMAND	789,1123 FOX Business Network HD	69 Golf Channel	826,1742 Freeform HD
3048 NBA LP - Memphis Grizzlies	1,1000,1882 Xfinity Presents ¹	790,1459 Hallmark Mystery HD	71 Nickelodeon	827,1606 MTV HD
3049 NBA LP - Miami Heat	184,640,1883,3300 Xfinity Latino Presenta ¹	794,1463 Bravo HD	72 Freeform	828,1612 MTV Live HD
3050 NBA LP - Milwaukee Bucks	342,1817,1880 Hitz ¹	821,1473 National Geographic HD	124 NewsNation	829,1607 VH1 HD
3051 NBA LP - Min Timberwolves	343,1818,1881 Hitz 2 ¹	823,1449 Discovery HD	139 ACC Network	830,1409 FX HD
3052 NBA LP - New Orleans Pelicans	344,1819 Hitz 3 ¹	834,1466 E! HD	214 TV One	832,1492 HGTV HD
3053 NBA LP - New York Knicks	403,460,1884,3349 PARENTAL ¹	835,1403 USA Network HD	215 WE tv	839,1243 MotorTrend Network HD
3054 NBA LP - Oklahoma City Thunder	434,1885 Adult On Demand ¹	836,1455 Lifetime HD	218 Universal Kids	843,1112 HLN HD
3055 NBA LP - Orlando Magic	888,1622 Xfinity Black Experience ¹	837,1402 A&E HD	226 OWN (Oprah Winfrey Network)	857,1464 OWN HD (Oprah Winfrey Network)
3056 NBA LP - Philadelphia 76ers	1751 Free Movies On Demand ¹	841,1110 FOX News Channel HD	236,1682 The Impact Network	867,1450 TLC HD
3057 NBA LP - Phoenix Suns	1801 HBO On Demand ¹	842,1111 CNN HD	250 FOX Sports 1	912,1626 TV One HD
3058 NBA LP - Portland Trailblazers	1867 STARZ On Demand ¹	844,1122 Bloomberg TV HD	267 GSN	925,1208 FOX Sports 1 HD
3059 NBA LP - Sacramento Kings	3370,3400 Xfinity Latino Presenta ¹	858,1435 Comedy Central HD	270 LMN	927,1707 Universal Kids HD
3060 NBA LP - San Antonio Spurs	3440,3450,3480 PARENTAL ¹	859,1405 AMC HD	784,1488 Travel Channel HD	
3061 NBA LP - Toronto Raptors		862,1411 Syfy HD	788,1456 LMN HD	
3062 NBA LP - Utah Jazz		863,1471 Animal Planet HD	795,1121 CNBC HD	
3063 NBA LP - Washington Wizards		872,1478 History HD	799,1428 WE tv HD	
3067 NHL CI - Anaheim Ducks	XFINITY INSTANT TV LATINO	901,1113 MSNBC HD	825,1728 Nickelodeon HD	
3068 NHL CI - Boston Bruins	(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)	905,1625 BET HD	826,1742 Freeform HD	
3069 NHL CI - Buffalo Sabres	644,3383 Pasiones	907,1458 Hallmark Channel HD	827,1606 MTV HD	
3070 NHL CI - Calgary Flames	658,3340 Vme Kids	920,1418 BBC America HD	828,1612 MTV Live HD	
3071 NHL CI - Carolina Hurricanes	667,3445 Cinema Dinamita	1117 BBC News HD ²	829,1607 VH1 HD	
3072 NHL CI - Chicago Blackhawks	675 Sony Cine	1426 TV Land HD ²	830,1409 FX HD	
3073 NHL CI - Colorado Avalanche	706 Discovery en Espanol	1477 Smithsonian Channel HD ²	831,1434 TBS HD	
3074 NHL CI - Columbus Blue Jackets	707,3441 Cinelatino	1627 ASPIRE HD ²	832,1492 HGTV HD	
3075 NHL CI - Dallas Stars	709,3396 CNN en Espanol		833,1404 TNT HD	
3076 NHL CI - Detroit Red Wings	712 ViendoMovies		839,1243 MotorTrend Network HD	
3077 NHL CI - Edmonton Oilers	713,3442 Cine Mexicano		843,1112 HLN HD	
3078 NHL CI - Florida Panthers	716 History en Espanol		848,1223 Golf Channel HD	
3079 NHL CI - Los Angeles Kings	719,3483 Galavision		849,1205 ESPN HD	
3080 NHL CI - Minnesota Wild	722,3331 BabyFirst Americas - Spanish		850,1206 ESPN2 HD	
3081 NHL CI - Montreal Canadiens	725 Discovery Familia		857,1464 OWN HD (Oprah Winfrey Network)	
3082 NHL CI - Nashville Predators	3335 Discovery Familia HD ²		867,1450 TLC HD	
3083 NHL CI - New Jersey Devils	3371 Discovery en Espanol HD ²		912,1626 TV One HD	
3084 NHL CI - New York Islanders	3375 Galavision HD ²		925,1208 FOX Sports 1 HD	
3085 NHL CI - New York Rangers	3377 History en Espanol HD ²		927,1707 Universal Kids HD	
3086 NHL CI - Ottawa Senators	3443 Sony Cine HD ²		1325 ACC Network HD	
3087 NHL CI - Philadelphia Flyers	3447 ViendoMovies HD ²			
3088 NHL CI - Pittsburgh Penguins			ECONOMY PLUS LATINO TV	
3089 NHL CI - San Jose Sharks	DIGITAL ECONOMY		(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)	
3090 NHL CI - Seattle Kraken	(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)		28 MTV	
3091 NHL CI - St. Louis Blues	34 E!		29 VH1	
3092 NHL CI - Tampa Bay Lightning	35 USA Network		30 FX	
3093 NHL CI - Toronto Maple Leafs	36 Lifetime		32 HDTV	
3094 NHL CI - Utah Hockey Club	37 A&E		38 TLC	
3095 NHL CI - Vancouver Canucks	39 Discovery		43 HLN	
3096 NHL CI - Vegas Golden Knights	40 MSNBC		46 CNBC	
3097 NHL CI - Washington Capitals	41 FOX News Channel		67 Travel Channel	
3098 NHL CI - Winnipeg Jets	42 CNN		71 Nickelodeon	
	45 Bloomberg TV		72 Freeform	
	53 Bravo		124 NewsNation	
	59 AMC		214 TV One	
	61 Comedy Central		215 WE tv	
	62 Syfy		218 Universal Kids	
	63 Animal Planet		226 OWN (Oprah Winfrey Network)	
	64 TV Land		236,1682 The Impact Network	
	66 History		250 FOX Sports 1	
	68 BET		267 GSN	
	73 Hallmark Channel		270 LMN	
	189 BBC News		784,1488 Travel Channel HD	
	193 Smithsonian Channel		788,1456 LMN HD	
	199 Hallmark Mystery		795,1121 CNBC HD	
	210 National Geographic Channel		799,1428 WE tv HD	
	241 BBC America		825,1728 Nickelodeon HD	
	284 FOX Business Network		839,1243 MotorTrend Network HD	
			843,1112 HLN HD	
			857,1464 OWN HD (Oprah Winfrey Network)	
			867,1450 TLC HD	
			912,1626 TV One HD	
			925,1208 FOX Sports 1 HD	
			927,1707 Universal Kids HD	
			SELECTO	
			(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)	
			704,3414 Super canal	
			705,3486 NBC Universo	
			706 Discovery en Espanol	
			707,3441 Cinelatino	
			708,3482 FOX Deportes	
			709,3396 CNN en Espanol	
			710,3485 TUDN	
			711,3380 MTV TR3s	
			712 ViendoMovies	
			713,3442 Cine Mexicano	
			716 History en Espanol	
			717,3428 WAPA America	
			718,3420 Telemicro Internacional	
			719,3483 Galavision	
			720,1231,3351,3481 ESPN Deportes	
			1228,3360 Zona Futbol HD ²	
			1229,3359 TUDN HD ²	
			1230,3353 FOX Deportes HD ²	
			1232,3387 NBC Universo HD ²	
			3371 Discovery en Espanol HD ²	
			3375 Galavision HD ²	
			3377 History en Espanol HD ²	
			3447 ViendoMovies HD ²	
			3491 Zona Futbol ¹	
			EXPANDED BASIC	
			(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)	
			27 truTV	
			28 MTV	
			29 VH1	
			30 FX	
			31 TBS	
			32 HGTV	
			33 TNT	
			34 E!	
			35 USA Network	
			36 Lifetime	
			37 A&E	
			38 TLC	
			39 Discovery	
			40 MSNBC	
			41 FOX News Channel	
			42 CNN	
			43 HLN	
			45 Bloomberg TV	
			46 CNBC	
			47 The Weather Channel	
			49 ESPN	
			50 ESPN2	
			53 Bravo	

54 Food Network	839,1243 MotorTrend Network
59 AMC	HD
61 Comedy Central	841,1110 FOX News Channel HD
62 Syfy	842,1111 CNN HD
63 Animal Planet	843,1112 HLN HD
64 TV Land	844,1122 Bloomberg TV HD
66 History	847,1102 The Weather Channel
67 Travel Channel	HD
68 BET	848,1223 Golf Channel HD
69 Golf Channel	849,1205 ESPN HD
70 Disney Channel	850,1206 ESPN2 HD
71 Nickelodeon	854,1484 Food Network HD
72 Freeform	857,1464 OWN HD (Oprah Winfrey Network)
73 Hallmark Channel	858,1435 Comedy Central HD
124 NewsNation	859,1405 AMC HD
139 ACC Network	862,1411 Syfy HD
176 Ovation	863,1471 Animal Planet HD
180 Cleo	867,1450 TLC HD
199 Hallmark Mystery	872,1478 History HD
210 National Geographic Channel	901,1113 MSNBC HD
214 TV One	902,1430 truTV HD
215 WE tv	905,1625 BET HD
216 Oxygen	907,1458 Hallmark Channel HD
218 Universal Kids	908,1457 UP HD
226 OWN (Oprah Winfrey Network)	909,1444 Investigation Discovery HD
235 UP	912,1626 TV One HD
241 BBC America	915,1462 Ovation HD
249 C-SPAN3	920,1418 BBC America HD
250 FOX Sports 1	921,1465 Oxygen HD
252 Investigation Discovery	924,1410 FXX HD
256 FXX	925,1208 FOX Sports 1 HD
266 Tennis Channel	927,1707 Universal Kids HD
267 GSN	1108 FOX Weather HD ²
270 LMN	1115 Newsmax TV HD ²
279 Great American Family	1116 NewsNation HD ²
284 FOX Business Network	1130 C-SPAN3 HD ²
784,1488 Travel Channel HD	1325 ACC Network HD
788,1456 LMN HD	1425 GSN HD ²
789,1123 FOX Business Network HD	1426 TV Land HD ²
790,1459 Hallmark Mystery HD	1431 INSP HD ²
794,1463 Bravo HD	1437 Comedy.TV HD ²
795,1121 CNBC HD	1446 Justice Central TV HD ²
799,1428 WE tv HD	1461 Great American Family HD ²
821,1473 National Geographic HD	1483 Recipe TV HD ²
823,1449 Discovery HD	1623 AFRO HD ²
824,1715 Disney Channel HD	1624 Cleo HD ²
825,1728 Nickelodeon HD	1627 ASPIRE HD ²
826,1742 Freeform HD	1636 GrioTV HD ²
827,1606 MTV HD	1637 Revolt HD ²
828,1612 MTV Live HD	1684 Jewish Broadcasting Service HD ²
829,1607 VH1 HD	1721 Primo TV HD ²
830,1409 FX HD	1722 Kids Street HD ²
831,1434 TBS HD	3131 Crossings TV HD ²
832,1492 HGTV HD	
833,1404 TNT HD	
834,1466 E! HD	
835,1403 USA Network HD	
836,1455 Lifetime HD	
837,1402 A&E HD	
838,1224 Tennis Channel HD	

¹Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service.

²Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service. Requires HD Technology Fee.

³Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service.

A subscription to Limited Basic is required to receive video services unless otherwise indicated. TV Box, TV Adapter, or compatible customer owned device is required to receive video services. Except for Limited Basic only customers, HD programming requires subscription to HD Technology Fee and HD compatible equipment. Channel lineup subject to change. Additional restrictions may apply. See Services and Pricing card for additional information. © 2025 Comcast. All rights reserved.

87731000: 0520;0530;0570;0600;0610;0630;0640;0660;3700;3710

For more information visit xfinity.com/support/local-channel-lineup.

Services and Pricing

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Medfield, MA

XFINITY TV¹

XFINITY TV SERVICES²

Limited Basic³ Includes Broadcast TV Fee	\$53.10
Choice TV Select⁴ Includes Limited Basic, Strempix, 20 hour DVR Service, HD Programming, Streaming to 2 devices, and Broadcast TV Fee	\$48.00
- with TV Box (Flex upgrade)	\$60.00
Choice TV Includes Limited Basic, Strempix, HD Programming, 20 hour DVR Service, and Broadcast TV Fee	\$68.10
Sports & News TV Includes Limited Basic, Sports & News, Strempix, HD Programming, Premium DVR Service, Broadcast TV Fee, Regional Sports Fee, and Peacock Premium	\$90.00
Popular TV^{5,6} Includes Limited Basic, Sports & News, Kids & Family, Entertainment, Strempix, HD Programming, 20 hours DVR Service, Broadcast TV Fee, and Regional Sports Fee	\$118.40
Ultimate TV⁶ Includes Popular TV, Ultimate TV Tier, Broadcast TV Fee, and Regional Sports Fee	\$138.40
Genre Packs	
Kids & Family⁷ Includes 10 kid and family-friendly channels including Disney Channel, Nickelodeon, Hallmark, and TLC	\$10.00
Entertainment⁷ Includes over 20 entertainment channels including A&E, AMC, Lifetime, Food Network, FX, TNT, Discovery, Animal Planet, OWN, USA, and HGTV	\$17.00
Sports & News⁷ Includes 18 sports and news channels including CNBC, CNN, ESPN, Golf, MSNBC, Weather Channel, and Regional Sports Fee	\$45.30
More Sports & Entertainment⁴⁵ Includes over 10 sports and entertainment channels including NFL RedZone, and CBS Sports Network	\$9.95
Xfinity TV Latino⁸ Includes up to 40 Spanish language channels including Galavision, Cine Latino, Discovery en Espanol, Viendo Movies, and VME Kids	\$10.00
Ultimate TV Tier⁸ Over 55 channels including Africa Channel, Disney Jr., MLB Network, Nat Geo Wild, Paramount, Smithsonian, and Regional Sports Fee	\$20.00
Deportes⁹ Includes over 5 Spanish language channels including ESPN Deportes, Fox Deportes, and Universo	\$5.00
HBO⁹ Includes access to HBO Channels and HBO On Demand	\$16.99
Max⁹ Includes access to the Max app, HBO Channels and HBO On Demand	\$16.99
Paramount+ with SHOWTIME⁹ Includes access to SHOWTIME Channels and Paramount + with SHOWTIME On Demand	\$12.00
Starz⁹	\$10.99
Cinemax⁹	\$12.00
The Movie Channel⁹	\$12.00
MGM+¹⁰	\$6.99
Playboy⁹	\$15.00
Hustler⁹	\$19.99
Juicy⁹	\$19.99
Penthouse⁹	\$19.99
TEN⁹	\$19.99
Vivid⁹	\$19.99
XTSY⁹	\$19.99
Xfinity StreamSaver¹¹ Includes Netflix Standard with ads, Apple TV+, and Peacock Premium	\$15.00
Max, MGM+, and DVR¹¹ Includes Max, MGM+, and 150 hour DVR Service	\$33.98
Franchise Costs¹²	\$1.48
DVR Service¹³ (150 hours)	\$10.00
Premium DVR Service¹⁴ (300 hours)	\$20.00

Additional DVR Service¹⁵ (150 hours)

\$10.00

HD Technology Fee¹⁶

\$9.95

XFINITY TV SERVICE FEES

(INCLUDED IN PACKAGE PRICE WHERE NOTED)

Broadcast TV Fee⁴²	\$33.10
Regional Sports Fee⁴³	\$15.30

INTERNATIONAL SELECTIONS¹⁷

ART: Arabic	\$9.99
TV Globo: Brazilian	\$19.99
Brazilian 2 Pack Includes TV Globo and SporTV	\$24.99
Brazilian 3 Pack Includes TV Globo, SporTV, and Record TV	\$29.99
Mandarin 2 Pack Includes Phoenix Info News and Phoenix North America	\$6.99
Mandarin 4 Pack Includes CTI Zhong Tian, CCTV4, Phoenix Info News, and Phoenix North America	\$19.99
Filipino 2 Pack Includes GMA Pinoy w/ GMA Video On Demand and GMA Life	\$14.99
Filipino 3 Pack Includes GMA Pinoy w/ GMA Video On Demand, GMA Life, and TFC	\$22.99
TV5MONDE: French With Cinema On Demand	\$9.99
Antenna: Greek	\$14.99
The Israeli Network	\$19.99
Rai Italia: Italian	\$9.99
Italian 2 Pack Includes Rai Italia and Mediaset	\$14.99
SIC: Portuguese	\$9.99
Portuguese 2 Pack Includes RTP1 and SIC	\$14.99
Russian: Impact TV	\$6.99
Russian: TV1000 Kino	\$9.99
Russian: RTN	\$14.99
Russian: RTVI	\$14.99
Russian 2 Pack Includes RTN and TV1000 Kino	\$19.99
Russian 3 Pack Includes RTN, RTVI and TV1000 Kino	\$24.99
Willow: Cricket Add-on With any International package	\$6.99
Willow: Cricket	\$14.99
Zee TV: Hindi	\$14.99
Hindi 2 Pack Includes Zee TV and SET	\$24.99
Hindi Pack Includes Zee TV, SET, and TV Asia	\$26.99
Hindi Plus Pack Includes Zee TV, SET, TV Asia, and Willow	\$32.99
SBTN: Vietnamese	\$14.99
TVB Jade: Cantonese	\$10.99
Record TV: Brazilian	\$14.99
ABP News: Hindi	\$7.99
TFC: Filipino	\$11.99

PAY-PER-VIEW AND ON DEMAND SUBSCRIPTION SERVICES

Pay-Per-View and On Demand Movies and Events^{18,19} (per title or event)	Prices Vary
A&E Crime Central On Demand²⁰	\$4.99
Acorn TV On Demand¹⁹	\$7.99
Air 2 Air On Demand²⁰	\$4.99
ALLBLK On Demand¹⁹	\$6.99
All Nations Network On Demand²⁰	\$4.99
AMC+ On Demand¹⁹	\$9.99
Anime Network On Demand¹⁹	\$6.99
AsianCrush On Demand²⁰	\$4.99

Refer to the last page for additional information. For information about Xfinity policies and terms of service, go to xfinity.com/policies.

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Black&SexyTV On Demand ²⁰	\$4.99	Lifetime Movie Club On Demand ¹⁹	\$4.99
aspireTV+ On Demand ²⁰	\$4.99	Lion Mountain TV On Demand ²⁰	\$3.99
BFI Player Classics On Demand ²⁰	\$5.99	MagellanTV On Demand ¹⁹	\$4.99
Brown Sugar On Demand ²⁰	\$3.99	Marquee TV On Demand ²⁰	\$9.99
ZenLIFE by Stingray On Demand ²⁰	\$5.99	MHz Choice On Demand ²⁰	\$7.99
CineFest On Demand ²⁰	\$4.99	Minitv On Demand ²⁰	\$1.99
Cinemoi On Demand ²⁰	\$2.99	Music Choice Karaoke On Demand ²⁰	\$7.99
Carnegie Hall+ On Demand ²⁰	\$7.99	Music Choice Holiday On Demand ²⁰	\$3.99
Catholic Stream On Demand ²⁰	\$10.99	Music Choice Relax On Demand ²⁰	\$6.99
Cohen Media Channel On Demand ²⁰	\$4.99	MyOutdoorTV On Demand ²⁰	\$9.99
Midnight Pulp On Demand ²⁰	\$5.99	Curiosity University On Demand ²⁰	\$7.99
Conspiracy TV On Demand ²⁰	\$4.99	Ninja Kidz TV+ On Demand ²⁰	\$3.99
Craftsy On Demand ²⁰	\$7.99	Music Choice Lo-Fi On Demand ²⁰	\$6.99
CultFlix On Demand ²⁰	\$4.99	Outside TV Features On Demand ²⁰	\$4.99
Curious World On Demand ²⁰	\$3.99	OUTtv On Demand ²⁰	\$5.99
CuriosityStream On Demand ¹⁹	\$4.99	Passionflix On Demand ²⁰	\$5.99
Da Vinci Kids On Demand ²⁰	\$7.99	PlayKids On Demand ²⁰	\$6.99
Daily Burn On Demand ²⁰	\$14.99	PREMO On Demand ²⁰	\$5.99
Dekkoo On Demand ²⁰	\$9.99	Pro Guitar Lessons On Demand ²⁰	\$4.99
Disney Story Central On Demand ¹⁹	\$4.99	Qwest TV On Demand ²⁰	\$9.99
DJAZZ On Demand ²⁰	\$6.99	The Reading Corner On Demand ²⁰	\$3.99
Docurama On Demand ²⁰	\$4.99	Real Vision On Demand ²⁰	\$14.99
DOGTV On Demand ¹⁹	\$4.99	Revry On Demand ²⁰	\$6.99
Dove Channel On Demand ²⁰	\$4.99	Screambox On Demand ²⁰	\$6.99
Echoboom Sports On Demand ²⁰	\$5.99	Sport Now Insight On Demand ²⁰	\$4.99
Fandor On Demand ²⁰	\$3.99	Ryan and Friends Plus On Demand ²⁰	\$3.99
Fearless On Demand ²⁰	\$7.99	Skillshare On Demand ²⁰	\$6.99
Filipino On Demand ¹⁹	\$7.99	Stingray Classica On Demand ¹⁹	\$6.99
Filipino On Demand ¹⁹ (with a Filipino international selection)	\$5.99	Stingray Karaoke On Demand ¹⁹	\$6.99
FitFusion On Demand ¹⁹	\$6.99	RetroCrush On Demand ²⁰	\$3.99
FlixFling On Demand ²⁰	\$7.99	Stingray Qello On Demand ²⁰	\$7.99
Fox Nation On Demand ¹⁹	\$7.99	Streampix ²²	\$4.99
Gaia On Demand ¹⁹	\$13.99	Sweat Factor On Demand ²⁰	\$4.99
FlixLatino On Demand ²⁰	\$3.99	True Royalty On Demand ²⁰	\$6.99
Gaiam TV Fit & Yoga On Demand ¹⁹	\$7.99	TumbleBooks TV On Demand ¹⁹	\$4.99
Fun And Moving On Demand ²⁰	\$6.99	UP Faith and Family On Demand ¹⁹	\$5.99
France Channel On Demand ²⁰	\$7.99	Viaplay On Demand ²⁰	\$5.99
GaitherTV+ On Demand ²⁰	\$4.99	Walter Presents On Demand ²⁰	\$6.99
Gravitas Movies On Demand ²⁰	\$4.99	WHAM On Demand ²⁰	\$2.99
Great American Living On Demand ²⁰	\$4.99	TheSurfNetwork Classics On Demand ²⁰	\$5.99
Fuel TV+ On Demand ²⁰	\$4.99	UK Stand-Up Comedy On Demand ²⁰	\$4.99
The Great Courses Signature On Demand ²⁰	\$7.99	WildBrain On Demand ²⁰	\$5.99
Grokker Yoga Fitness On Demand ¹⁹	\$6.99	Yippee Kids TV On Demand ²⁰	\$7.99
Hallmark+ On Demand ²⁰	\$7.99	ZooMoo On Demand ²⁰	\$2.99
here! TV On Demand ¹⁹	\$7.99	Too Much for TV On Demand ¹⁹	\$14.99
HISTORY Vault On Demand ¹⁹	\$5.99	Arouse On Demand ^{19,23}	\$19.99
Hitz ^{19,21}	\$12.00	Buku TV On Demand ^{19,23}	\$19.99
The Great Courses Living On Demand ²⁰	\$7.99	Evil Angel On Demand ^{19,23}	\$19.99
Hi-YAH! On Demand ²⁰	\$2.99	Falcon On Demand ^{19,23}	\$19.99
Hopster On Demand ²⁰	\$6.99	Girlfriends Films On Demand ^{19,23}	\$19.99
TNA Wrestling Channel On Demand ²⁰	\$7.99	Homegrown Amateur On Demand ^{19,23}	\$19.99
InSightTV On Demand ²⁰	\$4.99	Mature Lust On Demand ^{19,23}	\$19.99
The Jewish Channel On Demand ¹⁹	\$6.99	Urban Fantasy On Demand ^{19,23}	\$19.99
Kidstream Karaoke On Demand ¹⁹	\$4.99	Vixen On Demand ^{19,23}	\$19.99
Kidz Bop+ On Demand ²⁰	\$4.99	Wicked On Demand ^{19,23}	\$19.99
Kino Film Collection On Demand ²⁰	\$5.99	Zero Tolerance On Demand ^{19,23}	\$19.99
Kocowa On Demand ²⁰	\$6.99		
kweliTV On Demand ²⁰	\$5.99		

SPORTS PACKAGES²⁴

MLB Extra Innings	Call 1-800-XFINITY for pricing
NHL Center Ice	Call 1-800-XFINITY for pricing
NBA League Pass	Call 1-800-XFINITY for pricing

XFINITY INTERNET^{1,25}

Connect	\$71.00
Connect More	\$93.00
Fast	\$108.00
Superfast	\$113.00
Gigabit	\$118.00
Gigabit Extra	\$123.00
Gigabit x2 ⁴⁴	\$123.00
Gigabit x10 ^{26,27}	\$300.00

XFINITY HOME

Self Protection ²⁸	\$10.00
Xfinity Home Security ²⁹	\$65.00

XFINITY VOICE^{1,30}

Xfinity Voice Premier	Includes unlimited International Calling to 90+ countries	\$40.00
Additional Line with Features		\$10.00

XFINITY DISCOUNTS³¹

2 Product Discount	\$20.00
3 Product Discount	\$40.00
4 Product Discount	\$60.00
Autopay and Paperless Billing Discount (Credit or Debit Card) ⁴⁰	\$2.00
Autopay and Paperless Billing Discount (Bank Account) ⁴⁰	\$10.00

XFINITY EQUIPMENT

TV Box ³²	\$12.00
TV Box (Limited Basic) ⁴⁶	\$0.50
Modem Rental	\$15.00
Unreturned or Damaged Equipment Fees ³³ (per piece, per occurrence)	Replacement Cost

INSTALLATION AND REACTIVATION

(PER OCCURRENCE UNLESS NOTED)

Professional Installation ^{34,35}	\$100.00
Self Installation Plus ³⁶	\$39.99
In-Home Service Visit ³⁷	\$100.00
Gigabit x10 Installation ³⁸	up to \$500.00
Xfinity Home Installation ³⁵	\$100.00
Reactivation – TV, Internet, Voice and/or Home Security ³⁸	\$12.00

MISCELLANEOUS

(PER OCCURRENCE UNLESS NOTED)

Returned Payment Item (each)	\$25.00
Late Fee	5% of overdue balance
Agent Assisted Payment	For payment made by phone with a Customer Care Representative
Getting Started Kit Shipping and Handling	\$15.00
Getting Started Kit Shipping and Handling (Priority Shipping)	\$29.95
Accessory Shipping and Handling	\$5.95

¹ Certain services available separately or as a part of other levels of service. Viewing Xfinity TV services on a television requires a TV Box or compatible customer owned device with Xfinity Internet. Xfinity services are subject to Comcast's standard terms and conditions of service. Unless otherwise specified, prices shown are the monthly charge for the corresponding service, equipment or package. Prices shown do not include applicable taxes, franchise fees, FCC fees, Regulatory Cost Recovery, Public Access fees, other state or local fees or other applicable charges (e.g., per-call toll charges). Prices, services and features are subject to change. If your Xfinity TV service includes a TV Box and you are using a compatible customer owned device, please call 1-800-XFINITY for pricing information or visit xfinity.com/equipmentpolicy. © 2025 Comcast. All rights reserved.

² Requires Limited Basic, X1 TV Box with Xfinity Internet.

³ Requires TV Box or compatible customer owned device with Xfinity Internet service. Limited Basic does not qualify for Multi Product discount or Autopay and Paperless Billing discount.

⁴ Requires Xfinity Connect More Internet service, Flex, and Flex Streaming TV Box. Available for ordering through the Flex Streaming Box only. Not eligible for Multi Product Discounts.

⁵ Requires TV Box, or compatible customer owned device with Xfinity Internet service. Up to 20 hours DVR service available with either X1 TV Box with Xfinity Internet service or compatible customer owned device with Xfinity Internet service.

⁶ For Popular TV and Ultimate TV services a discount of \$2.00 off available to qualifying customers. Age and income restrictions apply. Call 1-800-XFINITY for more information.

⁷ Requires Choice TV or Choice TV Select.

⁸ Requires Popular TV.

⁹ Requires Limited Basic.

¹⁰ Requires Limited Basic, HD Technology Fee and TV Box, or compatible customer owned device with Xfinity Internet.

¹¹ Requires Popular TV.

¹² Franchise Costs are costs associated with providing public, educational and/or government access facilities and equipment and/or other related costs in your community.

¹³ Requires Popular TV and TV Box or compatible customer owned device.

¹⁴ Requires Xfinity TV Latino, More Sports & Entertainment, Choice TV or Choice TV Select with Entertainment, Kids & Family or Sports & News, or Popular TV or higher, Connect or higher, TV Box or compatible customer owned equipment.

¹⁵ Requires Premium DVR Service.

¹⁶ Required for HD programming if HD programming is not included with service except for Limited Basic only customers.

¹⁷ Requires Limited Basic, X1 TV Box with Xfinity Internet.

¹⁸ Price of Pay-Per-View and On Demand Movie or Event is displayed prior to the completion of the Pay-Per-View, or On Demand ordering process.

¹⁹ Requires Limited Basic and Xfinity Internet.

²⁰ Requires Limited Basic with X1 TV Box and Xfinity Internet service.

²¹ Requires Limited Basic TV service and a compatible Xfinity TV Box or customer owned device.

²² Requires Limited Basic and a TV Box, or compatible customer owned device to receive Streampix on television.

²³ One month minimum purchase required. Not available in all areas.

²⁴ Requires Limited Basic, HD Technology Fee, X1 TV Box, or compatible customer owned device with Xfinity Internet. Sports packages will automatically renew at the start of each season at that seasons full-season early-bird rate, provided Comcast still carries the package. Subscription will automatically be billed in 4 total payments. Call 1-800-XFINITY to cancel subscription within 30 days of first charge to bill. Charges are non-refundable after 30 days of first charge to bill. Other restrictions may apply. Customers enrolled in the auto-renewal program moving to another Comcast serviceable address and continuing service with Comcast in or out of season, will remain enrolled in the auto-renewal program.

²⁵ Compatible modem required. For more information regarding Xfinity Internet go to xfinity.com/internet-service.

²⁶ May require additional installation fees.

²⁷ Requires two year contract. Monthly rental of Gigabit x10 compatible modem/router additional. Professional installation fees additional. Gigabit x10 does not qualify for Comcast 30 day money-back guarantee, Multi Product Discount or Autopay and Paperless Billing Discount.

²⁸ Equipment required at an additional cost. For additional information go to xfinity.com/homesecurity.

²⁹ Includes 24/7 Video Recording for up to 6 cameras. Equipment required at an additional cost. For more information on 24/7 Video Recording go to xfinity.com/videorecording.

³⁰ Requires compatible modem. For more information regarding Xfinity Voice pricing, go to xfinity.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdrstatepricing.

³¹ Multi Product Discount and Autopay and Paperless Billing Discount do not apply to certain Xfinity TV, Xfinity Internet, and Xfinity Home services, including but not limited to: Limited Basic, Choice TV Select, Ultimate TV Tier, Internet Essentials, Gigabit x10, Self Protection, and services purchased under a bulk service agreement.

³² Includes remote Channel lineup for additional televisions with TV Box or compatible customer-owned device will be the same as primary television.

³³ Contact 1-800-XFINITY for questions regarding equipment replacement charges.

³⁴ Includes standard installation of Xfinity TV, Xfinity Internet and/or Xfinity Voice and installation of additional outlets and wireless networking set-up if requested at time order is placed. Does not include installations of Xfinity Home or Xfinity Gigabit 6.

³⁵ Standard installation includes installation of service line up to 125 feet from existing Comcast plant for the primary outlet only. Comcast does not perform custom installations including installations which require in-wall wiring, wiring in extensive drop ceilings, basements, or crawl spaces.

³⁶ Includes delivery of up to a total of four Getting Started Kits for Xfinity TV, Xfinity Internet, or Xfinity Voice and a network signal test. Requires prior successful service activation for Xfinity TV, Internet or Voice at service address within last 2 years. Does not include installation or relocation of outlets or in-home wiring, equipment installation, setup or troubleshooting, or installation of Xfinity Home, Xfinity Gigabit x10 Internet, or Flex.

³⁷ Applies to installation, relocation, and activation of additional outlets as well as upgrade/downgrades of service after initial installation of service and in-home visits. Does not cover installation or in-home visits for Xfinity Home.

³⁸ Flat fee applies to reactivation of Xfinity services listed, regardless of the number of services being reactivated. No in-home service visit required.

³⁹ Requires Limited Basic. Does not include access to the Paramount+ app.

⁴⁰ Autopay and Paperless Billing Discount requires enrollment in both automatic payment and paperless billing.

⁴¹ Requires Xfinity TV with Limited Basic or higher or Xfinity Internet.

⁴² Applies to Limited Basic and services that contain Limited Basic.

⁴³ Applies to Popular TV, Ultimate TV, Sports & News, More Sports & Entertainment, and Ultimate TV Tier.

⁴⁴ Not available in all areas. Modem rental required.

⁴⁵ Requires Sports & News TV or Popular TV. Not available to customers under a bulk service agreement.

⁴⁶ Includes remote, TV Box (Limited Basic) has limited features and will receive Limited Basic channel lineup, access to Pay-Per-View, and Video On Demand each at the Limited Basic level only. Does not have access to apps, DVR, upgrades and purchases.

Xfinity Home License Numbers:

AL: 001484, 001504; **AR:** 12-030; **AZ:** ROC 280515, BTR 18287-0; **CA:** CSLB 974291, ACO 7118; **CT:** ELC 0189754-C5; **DE:** FAL-0299, FAC-0293, SSPS 11-123; **FL:** EF0000921, EF20001002, EF0001095; **GA:** LVU406303, LVU406264, LVU406190, LVU406354; **IL:** PACA 127-001503; **LA:** F1691; **MA:** SS-001968; **MD:** 21PLU-SS1128; **ME:** LM50017039; **MI:** 3601206217; **MN:** TS674412; **NC:** 2335-CSA; **NJ:** Burglar and Fire Alarm Business Lic. # 34BF00047700; **NM:** 373379; **NY:** licensed by the N.Y.S. Department of State 12000305421; **OH:** LIC# 53-89-1732; **OR:** CCB 192945; **SC:** BAC-13497, FAC-13440; **TN:** ACL 1597, ACL 1604; **TX:** ACR-1672104-1818, B16922, B02571; **UT:** 8226921-6501; **VA:** 2705145289, DCJS 11-7361; **VT:** ES-02366; **WA:** COMCABS892DS; **WASHINGTON, DC:** ECS 902687, BBL 602512000005; **WV:** W049211.

MS: 15018010

Valid 3/1/24. See www.xfinity.com/home-security for current list.

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February 14, 2025

Select Board
Town of Medfield
459 Main St.
Medfield, MA 02052

Re: Programming Advisory

Dear Members of the Board:

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we were notified this week that two (2) channels currently carried on the Xfinity line-up are ceasing operations and will no longer be available to viewers:

- **SporTV** (part of the Brazilian TV package) is ceasing operations on February 28, 2025.
- **Universal Kids** is ceasing operations on March 6, 2025.

As a result, these channels will no longer be available as part of our lineup as of the dates listed above. As a function of this change, we will implement a channel slate (advising of unavailability) on the impacted channels and will include mention of the changes on www.xfinity.com/programmingchanges to help keep our customers informed.

Please do not hesitate to contact me should you have any questions. For your convenience I can be reached at patrick_shearns@comcast.com.

Very truly yours,

Patrick J. Shearns

Patrick J. Shearns, Sr. Manager
Government & Regulatory Affairs