Select Board Meeting
Meeting Packet
December 16, 2025

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared By

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **the Town of Medfield** ("Owner") and **Woodall Construction Co., Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Utility infrastructure upgrades for the Medfield State Hospital property, and offsite intersection improvements.**

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Utility infrastructure upgrades for the Medfield State Hospital property, and offsite intersection improvements.**

ENGINEER

3.01 The Owner has retained **Vanasse Hangen Brustlin, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **August 21, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 4, 2026**.

4.03 *Intentionally omitted.*

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. **Phase I -** M**ust be 100% completed in accordance with bid documents by April 10, 2026**

2. **Phase II - Must be 100% completed in accordance with bid documents by August 21, 2026**

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **$1,500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$1,500.00** for each day that expires after such time until the Work is completed and ready for final payment.

~~3. *Milestones:* Contractor shall pay Owner **$1,500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~

4. Liquidated damages for failing to timely attain ~~Milestones~~, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and

ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work and Allowances (subject to final Unit Price and Allowance adjustments) **$2,602,072.05**.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the actual work completed based on unit prices, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. Five percent of the value of the Work completed will be held as retainage.

2. Upon Substantial Completion, the 5% retainage will be held until the work indicated on the punch list of items has been completed or corrected, and approved for final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate set by M.G.L. c. 30, sec. 39G.

CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.

2. Bonds:

a. Performance bond (not applicable).

b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **sixty-nine (69)** sheets with each sheet bearing the following general title: **Medfield State Hospital Off-Site Intersection Improvements & Utility Enabling Infrastructure**.

8. Addenda (number **1**, inclusive).

9. Exhibits to this Agreement (enumerated as follows):

A. Standard General Conditions of the Construction Contract

B. Supplementary Conditions to EJCDC-C700

C. Town of Medfield Special Provisions

D. Town of Medfield Invitation for Bids Document

E. Contractor's Bid Bond

F. Addendum #1 Acknowledgement

G. Contractor's Completed Supplemental Form For General Bid

H. Contractor's Combined Certification Form

I. Prevailing Wage Rates

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface

structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **December 16, 2025** (which is the Effective Date of the Contract).

OWNER:	**CONTRACTOR:**
	WOODALL CONSTRUCTION CO. INC.
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual’s signature)	*(individual’s signature)*
Date: _____	Date: DECEMBER 16, 2025
(date signed)	*(date signed)*
Name: _____	Name: JOSEPH P. WOODALL JR.
(typed or printed)	*(typed or printed)*
Title: _____	Title: PRESIDENT
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
(individual’s signature)	*(individual’s signature)*
Title: _____	Title: TREASURER
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	PO BOX 878 NORFOLK, MA 02056

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

SIGNATURE AUTHORITY CERTIFICATION

I hereby certify, on behalf of WOODALL CONSTRUCTION CO. INC. (Company Name), that JOSEPH P. WOODALL JR. (Name of Signer) of this Company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this Company's name on its behalf by such person under seal of the Company, shall be valid and binding upon this Company.

Signature

CANDACE WOODALL, TREASURER

Name & Title

12/11/2025

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/11/2025

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	CONTACT NAME: Certificate Requests	
Tonry Insurance Group, Inc. 150 Grossman Drive, Suite 200 Braintree MA 02184	PHONE (A/C, No, Ext): (617) 773-9200	FAX (A/C, No): (617) 773-9920
	E-MAIL ADDRESS: certs@tonry.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Nautilus Insurance Company	17370
INSURER B :	Safety Property & Casualty	12808
INSURER C :	Starstone Specialty Insurance Company	44776
INSURER D :	BrickStreet Mutual Insurance Company	12372
INSURER E :		
INSURER F :		

INSURED

Woodall Construction Co. Inc. Woodall Equipment Corp.
PO Box 878
Norfolk MA 02056

COVERAGES **CERTIFICATE NUMBER:** CL25121136749 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			NN1842921	05/12/2025	05/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5920531	04/08/2025	04/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CSX00136042P01	05/12/2025	05/12/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP7009211	01/05/2025	01/05/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Operations usual to a site work and hardscape contractor. Town of Medfield is an Additional Insured, when required by written contract, but only to the extent provided in the Additional Insured endorsements included with the policies and attached to this certificate. When required by written contract, Additional Insured status is provided on a primary and non-contributory basis. Where permitted by state law, the Insurer waives its rights to subrogate, but only under the circumstances stated in the policy and when required by written contract.

CERTIFICATE HOLDER

Town of Medfield
459 Main Street
Medfield MA 02052

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is **amended** to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. Status as an additional insured for the person or organization to which this endorsement applies commences during the policy period and after such written contract or agreement has been signed and dated by you and the person or organization.

C. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Claims, "suits" or damages arising out of the acts, omissions or negligence of the additional insured(s).

D. With respect to the insurance afforded to these additional insureds, the following is **added** to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is **added** to **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

When you have waived your right of recovery against a person or organization in a written contract signed and dated by both parties, we waive any right of recovery against that person or organization because of payment we make for injury or damage caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or "your work" done under such written contract with that person or organization and included in the "products-completed operations hazard". Such waiver applies only to the extent you have waived your right of recovery against such person or organization prior to the loss.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SAFETY COMMERCIAL AUTO ENHANCER PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MASSACHUSETTS MANDATORY ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. COVERAGE EXTENSION FOR TRAILERS

SECTION I - COVERED AUTOS C.1. is replaced as follows:

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

2. BROAD FORM NAMED INSURED

SECTION II – LIABILITY COVERAGE A.1. Who Is An Insured is amended to add:

d. Any business entity newly acquired or formed by you during the policy period provided you own more than 50% of the voting stock or otherwise have a controlling interest in the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity or until expiration or termination of this policy.

3. EMPLOYEES AS INSUREDS

SECTION II – LIABILITY COVERAGE A.1. **Who Is An Insured** is amended to add:

e. Any employee of yours while using a covered "auto" you do not own, hire, or borrow in your business or your personal affairs.

4. EMPLOYEE HIRED AUTOS

SECTION II – LIABILITY COVERAGE A.1. **Who Is An Insured** is amended to add:

f. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV - BUSINESS AUTO CONDITIONS B.5.b. is replaced as follows:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

5. PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE A.1. Who Is An Insured is amended to add:

g. Anyone who is required by a written contract to be an additional insured as respects the use of covered "autos". The contract must be in effect during the policy term, and be executed prior to loss.

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Exceptions:

(1) No additional contractual liability is assumed under this extension of coverage.

(2) This liability coverage does not apply to "bodily injury" or "property damage" which result from the operation of machinery that is located on, attached to, or part of any vehicle.

SECTION IV – BUSINESS AUTO CONDITIONS B.5. Other Insurance is amended to add:

e. Regardless of the provisions of item **a.** and item **d**. of this part **5. Other Insurance**, if required by the written contract or agreement, coverage afforded to an additional insured will be primary and non-contributory. This coverage does not apply unless said written contract or agreement has been executed, or said permit has been issued, prior to the "bodily injury" or "property damage". Coverage is not primary to other policies providing coverage to the additional insured. We will share with those policies by the method described in this policy.

6. LIABILITY COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE A.2.a. Supplementary Payments Items **(2)** and **(4)** are replaced as follows:

(2) Up to $3,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $750 per day because of time off from work.

7. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II – LIABILITY COVERAGE B.5. Fellow Employee is replaced as follows:

"Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, we will cover "bodily injury" caused by your employee to his or her fellow employee if:

a. you have workers compensation insurance in force covering all your employees; and

b. the "bodily injury" results from the use of a covered "auto" you own or hire.

Coverage is excess over any other collectible insurance.

8. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE A. Coverage is amended to add:

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision are provided under Coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire without a driver, subject to the following limits:

The most we will pay for "loss" to any hired "auto" in any one accident is the smallest of:

1. $100,000;

2. The actual cash value of the damaged or stolen property as of the time of "loss;" or

3. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

Our obligation to pay for loss to any hired "auto" will be reduced by an amount that is equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical damage is excess over any other collectible insurance.

Subject to the limit, deductible and excess provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

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SECTION III - PHYSICAL DAMAGE COVERAGE A.4.b. **Loss of Use Expenses** Paragraph 2 is replaced as follows:

However, the most we will pay for any expenses for loss of use is $75 per day, to a maximum of $1,250.

9. TRANSPORTATION EXPENSES

SECTION III - PHYSICAL DAMAGE COVERAGE A.4.a. Transportation Expenses is replaced as follows:

We will pay up to $75 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its "loss."

If the transportation expense incurred arises from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto."

10. SUPPLEMENTAL RENTAL REIMBURSEMENT COVERAGE

A. GENERAL CONDITIONS

1. This coverage applies only to a covered "auto" described or designated in the Schedule or Declarations as carrying Loss of Use/Rental Reimbursement coverage.

2. We will reimburse you in the event of loss to a covered "auto" for expenses incurred for the rental, not including any mileage or gasoline charges, of a substitute "auto" of equivalent type and purpose. Payment applies in addition to the otherwise applicable amount of coverage you have on a covered "auto". No deductible applies to this coverage.

B. LIMIT OF COVERAGE

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair or replace the covered "auto"; or

b. 30 days.

2. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. The amount per day shown in the schedule for the covered "auto", plus $50 per day, subject to a maximum of $1,500 per policy period.

3. This coverage does not apply while there are spare or reserve "autos" available to you within your "insured" organization for your operations.

4. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4. Coverage Extensions** of **SECTION II – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section **9.** of this endorsement.

11. PERSONAL EFFECTS COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, **A.4. Coverage Extensions**, the following is added:

c. Personal Effects Coverage

We will pay up to $500 for loss to wearing apparel and other personal effects which are owned by an "insured" and in or on your covered auto.

This coverage applies only in the event of a total theft of your covered "auto." No deductibles apply to this coverage.

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12. AUTO LOAN/LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, **A.4. Coverage Extensions**, the following is added:

d. Auto Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto," less:

(1) The amount paid under the Physical Damage Coverage Section of the policy; and

(2) The applicable Physical Damage deductible; and

(3) Any:

(a) Overdue lease/loan payments, penalties, taxes, interest or charges resulting from overdue payments, or lease termination fees at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

13. EXPENSE OF RETURNING A STOLEN AUTO

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, **A.4. Coverage Extensions**, the following is added:

e. Expense Of Returning A Stolen Auto

We will pay for the expense of returning a stolen covered "auto" to you.

14. TOWING

Under **Section III – PHYSICAL DAMAGE COVERAGE**, **A.2. Towing** is replaced as follows:

We will pay towing and labor costs up to $100 each time an "auto" of the private passenger type, light or medium truck type is disabled. This coverage applies to trucks that have a gross vehicle weight (GVW) of 20,000 pounds or less. However, the labor must be performed at the place of disablement.

15. CUSTOMIZED FURNISHINGS COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, **A.4. Coverage Extensions**, the following is added:

f. Customized Furnishings Coverage

We will pay with respect to a covered "auto" for "loss" to custom furnishings including but not limited to:

(1) Special Carpeting and insulation;

(2) Height extending roofs;

(3) Custom murals, paintings or other decals or graphics.

Our limit of liability for loss to custom furnishings shall be the least of:

(1) The actual cash value of the damaged or stolen property;

(2) The amount necessary to repair or replace the property;

(3) $1000.

This coverage does not apply to electronic or communication equipment. No deductible applies to this coverage.

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16. AIRBAG COVERAGE

Under **SECTION III** - **PHYSICAL DAMAGE COVERAGE**, **B.3.a.**, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag. No deductible applies to this coverage.

17. ELECTRONIC AND COMMUNICATION EQUIPMENT COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, **B.4.,** Exclusions **4.c.** and **4.d.** do not apply to:

a. Equipment designed to receive, transmit, or reproduce audio, visual, or data signals and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss," or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto," or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any audio, visual or data signal equipment for receiving, transmitting, or reproducing as described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

The most we will pay for all "loss" to audio, visual, or data electronic equipment and accessories used with this equipment as a result of any one "accident" is the least of:

a. The actual cash value of the damaged or stolen property at the time of "loss;" or

b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality.

No deductible applies to this coverage.

18. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV - BUSINESS AUTO CONDITIONS A.2.a. Duties In The Event of Accident, Claim, Suit or Loss is amended to add:

The requirement that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

19. BLANKET WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery that we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the use of a covered "auto" when you have waived those rights under a written contract executed prior to any "accident." This waiver applies only to the person or organization designated in the contract.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS B.2. Concealment, Misrepresentation Or Fraud is amended to add:

If you inadvertently fail to disclose any hazards or make an unintentional error in any information provided by you, we will not deny coverage under this form because of such failure or error. This

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provision does not preclude us from collecting any additional premium or exercising our right of cancellation or non-renewal.

21. MENTAL ANGUISH

SECTION V - DEFINITIONS C. is replaced as follows:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

22. EXTENDED CANCELLATION CONDITION

Condition A., **Cancellation** in the **MASSACHUSETTS MANDATORY ENDORSEMENT** applies except as follows:

If we cancel for any reason other than nonpayment of premium, any notice of cancellation will be sent to you at your last address shown on the Declarations at least 60 days prior to the effective date.

23. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under the **MASSACHUSETTS MANDATORY ENDORSEMENT**, **PHYSICAL DAMAGE COVERAGE** D. **Deductible** is amended as follows:

No deductible applies to glass damage whether the glass is repaired or replaced.

24. DRIVE OTHER CAR COVERAGE FOR SOLE PROPRIETORS, EXECUTIVE OFFICERS OR PARTNERS

A. This section changes only those coverages where a premium is shown in the Declarations.

B. Additional Definitions for drive other car coverage for sole proprietors, executive officers or partners:

1. "Executive officer" means a person holding any of the officer positions created by your company charter, constitution, bylaws, or any other similar governing document.

2. "Partners" means a person having a registered ownership position in your company.

3. "Family member" means a person related by blood, marriage or adoption who is a resident of the household of the sole proprietor, executive officers, or partners, including a ward or foster child.

4. An "individual" is a Sole Proprietor, Executive officer or Partner as described in **23.B.1.** and **23.B.2.**

5. "Occupying" means in, upon, getting in, on, out or off.

C. Changes In Liability Coverage

The following is added to Who Is An Insured:

1. An "individual" and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in **23.C.2.** of this endorsement.

2. Any "auto" you hire, borrow or don't own is a covered "auto" for Liability Coverage while being used by an "individual" or by his or her spouse while resident of the same household, except:

a. Any "auto" owned by that "individual" or by any member of his or her household.

b. Any "auto" used by that "individual" or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

D. Changes In Auto Medical Payments

The following is added to Who Is An Insured:

An "individual" and his or her "family members" are "insureds" while "occupying" or while a pedestrian

when being struck by any "auto" you hire, borrow or don't own except, any "auto" owned by that individual or by any "family member".

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E. Changes In Physical Damage Insurance

Any private passenger type “auto” you hire, borrow or don’t own is a covered “auto” while in the care, custody or control of an “individual” except:

1. Any “auto” owned by that “individual” or by any member of his or her household.

2. Any “auto” used by that “individual” or his or her spouse while working in a business of selling, servicing, repairing or parking “autos”.

F. Changes In Uninsured Motorists Insurance

The following is added to Who Is An Insured:

An “individual” and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" that said “individual” and “family members” hire, borrow or don’t own, unless such “individual” or “family member,” has a Massachusetts auto policy of his or her own providing similar coverage or is covered by a Massachusetts auto policy of another “family member” providing similar coverage.

25. LIMIT OF INSURANCE

The insurance provided by this endorsement is excess over any other collectible insurance available to you.

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FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

SCHEDULE OF FOLLOWED POLICIES AND TOTAL LIMITS OF UNDERLYING POLICIES

ITEM 6.TOTAL LIMITS OF UNDERLYING POLICIES and **ITEM 7.** FOLLOWED POLICY of the DECLARATIONS are amended to read as follows:

ITEM 6. TOTAL LIMITS OF UNDERLYING POLICIES:

$1,000,000	Employers Liability Each Accident
$1,000,000	Employers Liability Policy Limit - Disease
$1,000,000	Employers Liability Each Employee - Disease
$1,000,000	Auto Liability Combined Single Limit
$1,000,000	General Liability Per Occurrence
$2,000,000	General Liability General Aggregate
$2,000,000	General Liability Prod/Comp Ops Aggregate

ITEM 7. FOLLOWED POLICIES: SEE ITEM 6. ABOVE

*The above Schedule applies to any renewals or replacements thereof

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

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STARSTONE SPECIALTY INSURANCE CO.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

In consideration of the payment of premium and in reliance upon the statements in the Declarations of this Policy, Starstone Specialty Insurance Co., hereinafter referred to as the Insurer, agrees as follows:

SECTION I. - COVERAGE

A. This Policy shall provide the Insured with Excess Liability Insurance coverage in accordance with the same warranties, terms, conditions, exclusions and limitations as are contained, on the Inception Date of this Policy, in the **Followed Policy** set forth in Item 7. of the Declarations of this Policy, subject to the premium, limits of liability, retention, policy period, warranties, exclusions, limitations and any other terms and conditions of this Policy including any and all endorsements attached hereto, inconsistent with or supplementary to the **Followed Policy**.

B. Notwithstanding **A.** above, in no event shall this Policy follow the terms, conditions, exclusions or limitations in the **Followed Policy** or provide coverage under this Policy with respect to or as a result of any of the following clauses or similar clauses in the **Followed Policy**:

1. Liberalization clause;

2. Cancellation, non-renewal or change in terms provisions;

3. State-specific No-fault, Uninsured Motorist or Underinsured Motorist law, or any similar law;

4. Crisis Management or Crisis Response endorsement; or

5. Sublimit of liability, unless coverage for such sublimit is specifically endorsed to this Policy.

SECTION II. - LIMITS OF LIABILITY

A. Where an amount is shown for the aggregate limit of liability in Item 5. of the Declarations of this Policy, the amount stated is the most the Insurer will pay for all damages covered under this Policy with respect to Coverage subject to an aggregate limit of liability in the **Followed Policy**.

B. Subject to **A.** above, the per occurrence, per claim, or per loss limit of liability stated in Item 5. of the Declarations of this Policy is the most the Insurer will pay for all damages arising out of any one occurrence, claim or loss as stated in the **Followed Policy**.

C. Defense costs to which this Policy applies shall not reduce the limits of liability stated in **A.** and **B.** above, except to the extent costs covered under the **Followed Policy** reduce the limits of liability of the **Followed Policy.**

SECTION III. - RETENTION

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STARSTONE SPECIALTY INSURANCE CO.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

A. The Limits of Liability stated in Item 5. of the Declarations of this Policy apply in excess of:

1. The total of the limits of liability of the **Underlying Policies** applicable on a per occurrence, per claim or per loss basis, but in no event in an amount less than the total of the per occurrence, per claim or per loss limits of liability of the Underlying Excess Policies stated in Item 6 of the Declarations of this Policy;

2. The total of the limits of liability of the **Underlying Policies** applicable on an aggregate basis, where an amount is shown in the aggregate limit of liability of the **Underlying Policies** stated in Item 6 of the Declarations of this Policy, but in no event in any amount less than the aggregate limits of liability of the Underlying Excess Policies stated in Item 6. of the Declarations of this Policy;

3. The self-insured retention under the **Followed Policy**, if any, where the aggregate limits of liability determined in **2.** above, has been exhausted.

B. This Policy will not apply in excess of any reduced or exhausted limits of liability of the **Underlying Policies** to the extent that such reduction or exhaustion is caused by:

1. Payment of amounts on account of occurrences or claims that are not covered under this Policy;

2. Uncollectibility in whole or in part of the limits of liability of an **Underlying Policy**.

C. Notwithstanding **B.1.** above, defense costs incurred by the **Underlying Policies** shall not reduce the limits of liability of such **Underlying Policies**, except to the extent defense costs incurred by underlying insurance, including self-insured retentions, reduce the Insured's retained limit of liability under the **Followed Policy**.

SECTION IV. - EXCLUSIONS

This Policy shall not apply to:

A. ASBESTOS

Any bodily injury, property damage, personal injury, advertising injury, arising out of:

1. The manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos;

2. Any obligation of the insured to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to

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asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos; or

3. Any obligation to defend any suit or claim against the insured that seeks damages if such suit or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos.

B. EMPLOYMENT-RELATED PRACTICES LIABILITY

Any liability, defense costs or damages which arise out of any:

1. Refusal to employ;

2. Termination of employment;

3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies acts or omissions;

4. Consequential bodily injury or personal injury as a result of **1.** through **3.** above; or

5. Any liability arising from or in any way in connection with the actual, alleged, potential or attempted actions in the course of any employer-employee relationship.

This exclusion applies whether the insured may be held liable as an employer or in another capacity and to any of your obligation to share damages with or to repay someone else who must pay damages because of the injury.

C. RADIOACTIVE MATTER

Any liability arising out of any radioactive matter, whether or not naturally occurring.

D. KNOWN LOSS

Any liability arising out of any claim or of any occurrence likely to give rise to a claim, of which a **Responsible Insured** was aware prior to the Inception Date set forth in Item 2. of the Declarations of this Policy, regardless of whether such **Responsible Insured** believed such claim or occurrence would involve this Policy.

For the purposes of this Exclusion, the following definitions apply:

Responsible Insured means an **Executive Officer** of the Insured, or any manager or equivalent level employee in the Insured's Risk Management, Insurance or Law Department.

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Executive Officer means the Chairman of the Board, President, Chief Executive, Operating, Financial and Administrative Officers, Managing Directors, or any Executive or Senior Vice President of the Insured. Where such title is inapplicable, the equivalent level of personnel shall be substituted.

E. EXPECTED OR INTENDED

Any liability expected or intended from the standpoint of the insured. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.

F. ADVERTISING INJURY

Any liability arising out of:

1. A breach of contract, except an implied contract to use another's advertising idea in the course of advertising your goods, products or services;

2. The failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services; or

3. The wrong description of the price of goods, products or services stated in the course of advertising your goods, products or services.

G. WORKERS COMPENSATION

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

H. POLLUTION LIABILITY

1. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

b. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

d. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

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1) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;

e. If the bodily injury or property damage is included within the products-completed operations hazard;

f. That are, or that are contained in any property that is:

1) Being transported or towed by, or handled for movement into, onto or from, the covered auto;

2) Otherwise in the course of transit by or on behalf of the insured; or

3) Being stored, disposed of, treated or processed in or upon the covered auto.

g. Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the insured for movement into or onto the covered auto; or

h. After the pollutants or any property in which the pollutants are contained are moved from the covered auto to the place where they are finally delivered, disposed of or abandoned by the insured.

2. Pollution cost or expense.

I. PROPERTY DAMAGE

1. Property damage to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon, if the property damage arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

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e. That particular part of real property on which you or any contractors or subcontractors directly or indirectly on your behalf are performing operations, if the property damage arises out of those operations; or

f. That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

2. Sub-paragraphs **a., c.** and **d.** of this exclusion do not apply to property damage (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

3. Sub-paragraph **b.** of this exclusion does not apply if the premises are your work and were never occupied, rented or held for rental by you.

4. Sub-paragraphs **c., d., e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

5. Sub-paragraph **f.** of this exclusion does not apply to property damage included in the products-completed operations hazard.

J. PROPERTY DAMAGE TO YOUR PRODUCT

Property damage to your product arising out of it or any part of it.

K. PROPERTY DAMAGE TO YOUR WORK

Property damage to your work arising out of it or any part of it and included in the products-completed operations hazard. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

L. PROPERTY DAMAGE TO IMPAIRED PROPERTY

Property damage to impaired property or property that has not been physically injured, arising out of:

1. A defect, deficiency, inadequacy or dangerous conditions in your product or your work; or

2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of tangible property arising out of sudden and accidental physical injury to your product or your work after it has been put to its intended use.

M. PRODUCT RECALL

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

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1. Your product;

2. Your work; or

3. Impaired property;

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

N. AIRCRAFT

Any bodily injury or property damage included within the products-completed operations hazard and arising out of any aircraft product or the grounding of any aircraft.

O. WAR

Bodily injury, personal injury or property damage that results from, or any condition that is incidental to, any of the following: **(a)** war, whether or not declared; **(b)** civil war; **(c)** insurrection; **(d)** rebellion; **(e)** revolution; **(f)** warlike operations.

P. FUNGI OR BACTERIA

1. Bodily injury, property damage, personal injury or advertising injury which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi o**r bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; or

2. Any loss, cost or expenses arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effect of, **fungi** or bacteria, by you or any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a food product intended for consumption.

As used in this exclusion, **fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

Q. UNINSURED/UNDERINSURED MOTORIST

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

1. Uninsured motorists;

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2. Underinsured motorists;

3. Auto no-fault laws or other first party personal injury laws; or

4. Medical expense benefits and income loss benefits laws of any applicable state or jurisdiction.

R. CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

With respect to any one or more **certified acts of terrorism**, we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. The federal Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 sets forth the following criteria for a **certified act of terrorism**:

1. The act resulted in aggregate losses in excess of $ 100 million; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

S. LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS)

Damages arising, directly or indirectly, out of any act of terrorism other than a **certified act of terrorism.**

T. PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

Damages arising, directly or indirectly, out of a **certified act of terrorism** that are awarded as punitive damages.

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STARSTONE SPECIALTY INSURANCE CO.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

U. SILICA

1. Any loss, claim or occurrence, whether for bodily injury, property damage, personal injury or advertising injury arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation, ingestion or respiration of silica or products or substances containing silica or silicon dioxide in any form including, but not limited to, silica dust, sand or otherwise, or work involving the use of or handling of silica or silicon dioxide in any form, even if other causes are alleged to contribute to or aggravate such loss, claim or occurrence.

2. This insurance also does not apply to any loss, claim or occurrence arising from or related to:

a. Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with the events described in Paragraph **1.** above; and

b. Any obligation to indemnify, defend, share damages with or repay someone else who must pay damages because of events described in Paragraph **1.** above; and

c. Any fines or penalties imposed because of events described in Paragraph **1.** above.

V. LEAD

Any liability arising out of the manufacture, distribution, sale, installation, removal, utilization, ingestion, or inhalation of, presence of or exposure as the case may be to lead or any material or product(s) containing lead.

W. INVERSE CONDEMNATION EXCLUSION

Any liability arising out of, or in any way connected with, the principles of eminent domain, adverse possession, dedication by adverse use, condemnation proceedings, or inverse condemnation, by whatever name called, and whether such liability accrues directly against you or by virtue of any agreement entered by or on your behalf.

X. NANOTECHNOLOGY

1. Any liability related to the actual, alleged, or threatened presence of or exposure to **nanotubes** or **nanotechnology** in any form, or to harmful substances emanating from **nanotubes** or **nanotechnology**. This includes the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, existence of, presence of, proliferation of, discharge of, dispersal of, seepage of, migration of, release of, escape of; or exposure to **nanotubes** or **nanotechnology**. Such injury

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from or exposure to **nanotubes** or **nanotechnology** also includes, but is not limited to:

a. The existence, storage, handling or transportation of **nanotubes** or **nanotechnology**;

b. The removal, abatement or containment of **nanotubes** or **nanotechnology** from any structures, materials, goods, products, or manufacturing process;

c. The disposal of **nanotubes** or **nanotechnology**;

d. Any structures, manufacturing processes, or products containing **nanotubes** or **nanotechnology**;

e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage;

f. Any product manufactured, sold, handled, or distributed by you or on your behalf which contains **nanotubes** or **nanotechnology**; or

g. Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

2. Any loss, cost or expense including, but not limited to, payment for investigations or defense, fines, penalties, interest and other costs or expenses, arising out of any:

a. Claim, suit, demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that you or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of **nanotubes** or **nanotechnology**; or

b. Claim, suit, demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from **nanotubes** or **nanotechnology** or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, **nanotubes** or **nanotechnology** by any insured or by any other person or entity; or

c. Claim, suit, demand, judgment, obligation, or request to investigate which would not have occurred; in whole or in part, but for the actual or alleged presence of *or* exposure to **nanotubes** or **nanotechnology**;

This exclusion applies regardless of who produced, installed, used, owned, sold, distributed, handled, stored or controlled the **nanotubes** or **nanotechnology**.

With respect to this exclusion, the following definitions apply:

1. **Nanotubes** means hollow cylinders of carbon atoms or carbon fibers or any type or form of **nanotechnology** which contain remarkable strength and electrical properties used in any products, goods, or materials.

2. **Nanotechnology** means engineering at a molecular or atomic level.

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FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

Y. NUCLEAR

Bodily injury or **property damage**:

1. **a.** With respect to which an insured under the Policy is also an insured under a nuclear energy liability Policy issued by Nuclear Energy Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such Policy but for its termination upon exhaustion of its limit of liability; or

b. Resulting from the **hazardous properties** of **nuclear material** and with respect to which **a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **b)** the insured is, or had this Policy not been issued would be, entitled to indemnity from the United states of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Bodily injury or **property damage** resulting from the **hazardous properties** of **nuclear material**, if:

a. The **nuclear material a)** is at any **nuclear facility** owned by, or operated by or on behalf of, an insured or **b)** has been discharged or dispersed therefrom;

b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

c. The bodily injury or **property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this Sub-paragraph **c.** applies only to **property damage** to such **nuclear facility** and any property thereat.

3. As used in this Exclusion **Y.:**

a. **Hazardous properties** include radioactive, toxic or explosive properties;

b. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;

c. **Source material**, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

d. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor;**

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e. **Waste** means any waste material **(a)** containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and **(b)** resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

f. **Nuclear facility** means:

1) Any **nuclear reactor**;

2) Any equipment or device designed or used for:

a) Separating the isotopes of uranium or plutonium; or

b) Processing or utilizing **spent fuel**, or

c) Handling, processing or packaging **waste**;

3) Any equipment or device used for the processing, fabricating or allying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or

4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

g. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

h. Property damage includes all forms of radioactive contamination of property.

SECTION V. - DEFINITIONS

The following Definitions apply to this Policy:

A. **Followed Policy** means the policy listed in Item 7. of the Declarations of this Policy.

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B. Underlying Policies means those policies that are scheduled in the Schedule of Underlying Excess Policies in Item 6. of the Declarations of this Policy and any other applicable underlying insurance, including any self-insured retentions.

SECTION VI. - CONDITIONS

A. CANCELLATION CLAUSE

1. This Policy may be canceled by the first Named Insured listed in Item 1. of the Declarations of this Policy by mailing or delivering to the Insurer at the address set forth in Item 9(b) of the Declarations advance written notice of cancellation. This Policy may be canceled by or on behalf of the Insurer by delivering to the first Named Insured or by mailing to the first Named Insured, by registered, certified, or other first class mail, at the first Named Insured's address set forth in Item 1. of the Declarations, written notice stating when thereafter, not less than fifteen (15) days in the event any premium is not paid when due, and not less than sixty (60) days in all other cases, cancellation shall be effective. Proof of mailing of such notice as aforesaid shall be sufficient proof of notice. It is agreed that the first Named Insured shall act on behalf of all Insureds with respect to giving and receiving notice of cancellation. The Policy Period terminates at the date and hour specified in such notice, but in case of notice of cancellation by the first Named Insured, in no event prior to the date such notice is received by the Insurer.

2. If this Policy shall be canceled by the first Named Insured, the Insurer shall return ninety percent (90%) of the unearned portion of the premium calculated on a pro rata basis unless there is a Minimum Earned Premium set forth in Item 8 (b) of the Declarations, in which case the Insurer will retain the Minimum Earned Premium and return the difference, if any, between the Minimum Earned Premium and the unearned portion of the premium calculated on a pro rata basis.

3. If this Policy shall be canceled by the Insurer, the Insurer shall return to the first Named Insured the unearned portion of the premium calculated on a pro rata basis.

4. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

B. ASSISTANCE AND COOPERATION

1. The Insurer shall have the right but not the duty to assume charge of the defense or settlement of any claim or suit against the Insured to which this Policy may apply upon exhaustion of the applicable limits of liability of the **Underlying Policies**. If the Insurer has exercised such right, it may withdraw from the defense and tender the defense to the Insured upon exhaustion of the applicable limits of liability under this Policy. If the Insurer does not exercise the right to assume charge of such defense or settlement, or if the applicable limits of the **Underlying Policies** are not exhausted, the Insurer shall have the right and shall be given the opportunity to associate effectively with the Insured or the Underlying Insurer or both, in the defense and control of any claim or suit likely to involve this Policy. In such events, the Insured, the Underlying Insurer and the Insurer shall cooperate in the defense of such claim or suit.

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2. The Insured shall not, except at its own expense, settle any claim or suit or incur any defense costs for an amount to which this Policy applies without the Insurer's written consent.

C. CHANGES IN FOLLOWED POLICIES

If during the Policy Period of this Policy, the terms, conditions, exclusions or limitations of the **Followed Policy** are changed in any manner from those in effect on the inception date of this Policy, the Insured shall as a condition precedent to its rights under this Policy give to the Insurer as soon as practicable written notice of the full particulars thereof. This Policy shall become subject to any such changes upon the effective date of the changes in the **Followed Policy**, but only upon the condition that the Insurer agrees to follow such changes in writing and the Insured agrees to any additional premium or amendment of the provisions of this Policy required by the Insurer relating to such changes. Further, such change in coverage is conditioned upon the Insured's payment when due of any such additional premium required by the Insurer relating to such changes.

D. MAINTENANCE OF UNDERLYING INSURANCE

While this Policy is in effect, the Insured agrees to maintain the **Underlying Policies** in full force. The Insured's failure, or the failure of others, to comply with this Condition will not invalidate this Policy, but in the event of such failure, the Insurer will only be liable to the same extent as if there had been compliance.

E. PAYMENT OF PREMIUM

The first Named Insured listed in Item 1 of the Declarations of this Policy shall be responsible for and act on behalf of all Insureds with respect to the payment of any premiums due under this Policy.

F. REQUIRED NOTICES TO INSURER BY INSURED

1. Notice of Occurrence, Offense, Claim or Loss

a. The Insured shall, as a condition precedent to the obligations of the Insurer under this Policy, give written notice as soon as practicable to the Insurer of any occurrence, offense, claim or suit likely to involve this Policy.

b. Without limiting the requirements of paragraph a. above, the Named Insured shall separately, and as soon as practicable, give written notice to the Insurer when a payment is made or reserve established for any occurrence, offense, claim or suit which has brought the total of all payments and reserves by the Insured, or Underlying Insurers to a level of twenty-five percent (25%) or more of the Underlying Aggregate Limit.

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2. Notice Regarding Underlying Insurance

The Insured shall, as a condition precedent to the obligations of the Insurer under this Policy, give written notice to the Insurer of the following events as soon as practicable but in no event later than thirty (30) days after an Insured has become aware of the event:

a. Any **Underlying Policy** being cancelled or non-renewed or otherwise ceasing to be in effect or being uncollectible in part or in whole; or

b. Any underlying insurer being subject to a receivership, liquidation, dissolution, rehabilitation or any similar proceeding or being taken over by any regulatory authority.

3. Notice Regarding Material Change

The Insured shall, as a condition precedent to the obligations of the Insurer under this Policy, give written notice to the Insurer of the following events as soon as practicable but in no event later than thirty (30) days after an Insured has become aware of the event: that the Named Insured is consolidating with or merging with or into, or transferring all or substantially all of its assets to, or acquiring or being acquired by any natural person or entity or group of natural persons and/or entities acting in concert.

With respect to the Notice required in Paragraphs **1., 2.** and **3.** of this Condition **F.,** notice to an Underlying Insurer shall not constitute notice to the Insurer of this policy. Notice under this Policy shall be given to the Insurer at the appropriate address set forth in Item 9. of the Declarations of this Policy.

G. RESTRICTIVE AS UNDERLYING

Notwithstanding any provision to the contrary in this Policy, including, without limitation, the Coverage provisions in Section I of this Policy, if any **Underlying Policy** with limits in excess of the **Followed Policy** but underlying to this Policy (the "Intervening Policy") contains warranties, terms, conditions, exclusions or limitations more restrictive than the **Followed Policy**, whether on the effective date of this Policy or at any time during the Policy Period of this Policy, then this Policy shall be deemed to follow those more restrictive warranties, terms, conditions, exclusions or limitations of the Intervening Policy.

H. UNIMPAIRED UNDERLYING LIMITS

The Insured warrants that the aggregate limits of the **Underlying Policies**, as shown in the Schedule of Underlying Insurance, shall be unimpaired as of the effective date of this Policy. In the event such underlying aggregate limits are impaired as of the effective date of this Policy, this Policy shall apply as if such aggregate limits were unimpaired. In the event of non-concurrent policy periods between this Policy and **Underlying Policies**, only occurrences, claims, or losses that would be covered during the policy period of this Policy shall be considered in determining the extent of any erosion or

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exhaustion of the underlying aggregate limits, and the Insured shall retain liability for any resulting gap in coverage.

I. SERVICE OF SUIT

Pursuant to any statute of any state, territory or District of the United States which makes provision therefore, the Insurer hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder, arising out of this Policy.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Authorized Representative and countersigned on the Declarations Page by a dully authorized agent of the Insurer.

President **Secretary**

STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

Prepared By

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special

procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light,

heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in

accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the

conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

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

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical

matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

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

3. Technical Data contained in such reports and drawings.

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

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

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of

Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit

Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or

by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in

the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

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

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors,

members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

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

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be similar in substance to the item specified; and

3) be suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the

reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

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

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to

agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals.

Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

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

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss,

cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

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

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

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

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change

Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the

maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

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

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health

and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the

terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in

Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents

for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction,

removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to

agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress

payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and

classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work;

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final

Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

I. SUPPLEMENTARY CONDITIONS TO EJCDC-C700

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01.A.42 Add the following language at the end of the definition:

For the purposes of M.G.L. Chapter 30, Section 39G, Completion of public works; semi-final and final estimates; payments; extra work; disputed items, Substantial Completion shall also mean either that the Work has been completed except for Work having a valued at less than 1 percent of the then adjusted total Contract Price, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory Work items that do not materially impair the usefulness of the Work as required by the Contract.

SC-1.01.A.51 Add the following definition to the General Conditions:

“State” shall mean the Commonwealth of Massachusetts.

SC-1.01.A.52 Add the following definition to the General Conditions:

“Project Closeout Documents” shall mean Complete As-Built Drawings; Complete Set of Technical Specifications; Operations & Maintenance Manuals in electronic format; Warranties; Project submittals and shop drawings; Commissioning and systems testing reports; Threshold Inspection reports; Executed Substantial/Final Completion forms; LEED documentation; Test & Balance Report; or other documents as requested by the Owner or Engineer.

SC-1.01.A.53 Add the following definition to the General Conditions:

“Material” shall mean and include any article, assembly, system, included in the Work, or any component part thereof, as used in M.G.L. Chapter 30, Section 39M, Contracts for construction and materials; manner of awarding, regarding items equal to those specified.

PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01.B Delete Paragraph 2.01.B. in its entirety and insert the following in its place:

B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.01.C Delete Paragraph 2.01.C in its entirety.

SC-2.01.D Add a new paragraph immediately after Paragraph 2.01.C of the General Conditions, which is to read as follows:

D. Non-Resident Contractor: The Contractor, if a corporation established under laws other than the State in which the proposed construction is located, shall file with the Owner, notice of the name of its resident attorney-in-fact, appointed as required by the laws of the State in which the proposed construction is located. The Contractor, if a resident of a State other than that in which the proposed construction is located and not a corporation, shall file, at the time of execution of the Agreement, with the Owner a written appointment of a resident of the State in which the construction is located, having an office or place of business therein, to be his true and lawful attorney upon whom all lawful processes in any actions or proceedings against him may be served; and in such writing, which shall set forth said attorney's place of residence, shall agree that any lawful process against him which is served on said attorney shall be of the same legal force and validity as if served on him and that the authority shall continue in force so long as any liability remains outstanding against him in said State. The power of attorney shall be filed in the office of the Secretary of the State if required, and copies certified by the Secretary shall be sufficient evidence thereof. Such appointment shall continue in force until revoked by an instrument in writing, designating in a like manner some other person upon whom such processes may be served, which instrument shall be filed in the manner provided herein for the original appointment.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor 3 printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor 3 printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.03 *Before Starting Construction*

SC-2.03.B Add a new paragraph immediately after Paragraph 2.03.A of the General Conditions, which is to read as follows:

B. Before any work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates of insurance (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with the requirements of Article 6. Contractor shall include and identify on the certificate of insurance, indemnification as required by Article 7.18.

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic

transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **15** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for

its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor (“Request”) in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner’s response to the Request, and to the following conditions to which Contractor agrees:

a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at **$200** per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01.A Add the following paragraph immediately after Paragraph 3.01.A of the General Conditions which is to read as follows:

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is

not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

SC-3.03.A Delete Paragraph 3.03.A.3 in its entirety and insert the following:

Contractor shall be liable to Owner and/or Engineer for failure to report any such conflict, error, ambiguity or discrepancy if Contractor knew or reasonably should have known thereof.

COMMENCEMENT AND PROGRESS OF THE WORK

4.03 *Reference Points*

SC-4.03 Add a new paragraph at the end of Paragraph 4.03.A of the General Conditions, which is to read as follows:

B. Engineer may check the lines, elevations, reference marks, batter boards, etc., set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for accurate and satisfactory construction and completion of the entire Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades.

4.04 *Progress Schedule*

SC-4.04 Add the following paragraph after Paragraph 4.04.A.2 of the General Conditions:

3. The Contractor’s resident superintendent shall attend monthly progress meetings at the site of the work with the Engineer and others as appropriate to review schedule status and such other pertinent subjects as may be listed on the agenda by the Engineer.

4.05 *Delays in Contractor’s Progress*

SC-4.05 At the beginning of the first sentence of Paragraph 4.05.A, insert the following: “In accordance with G.L. c. 30, §39O, …” In the first sentence of paragraph 4.05.A, strike the word “shall” and replace with “may”.

Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. Contractor shall base the bid on costs that anticipate up to five days of abnormal weather conditions throughout the duration of this Contract.

1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:

i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 2” of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

Delete Paragraph 4.05.G and insert the following in its place:

G. Delays caused by or within the control of the Owner: In such event, and except as provided in M.G.L. c. 30, §39O, the Contractor’s sole remedy shall be an extension of the Contract Time. Except as provided in M.G.L. c. 30, §39O, Contractor shall not be eligible for any increase in the Contract Price on account of any delay in the Work, no matter by whom such delay is caused, and Contractor shall make no claim for such an increase, whether such claim is styled as a claim for delay damages, acceleration of work, loss of production, or otherwise.

SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

SC-5.01 Add a new paragraph immediately after paragraph 5.01.A of the General Conditions, which is to read as follows:

If all lands and rights-of-way are not obtained as herein contemplated before construction begins, Contractor shall begin the Work upon such land and rights-of-way as Owner has previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should Owner be prevented or enjoined from proceeding with the Work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the Work, Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or to withdraw from the Agreement except by consent of Owner. Time for completion of the Work will be extended as provided in Article 11, to such time as Owner determines will compensate for the time lost by such delay.

Delete Paragraph 5.01.B in its entirety.

5.03 *Subsurface and Physical Conditions*

SC-5.03 In paragraph 5.03.C insert the word “reasonably” before the word “rely” in the first line and insert the following at the end of the first sentence:

; the Owner does not warrant or guarantee the accuracy or completeness of the information therein, and the Contractor may not so rely to the extent that the Contractor knows, or reasonably should have known, of any inaccuracy or omission therein.

Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	**Date of Report**	**Technical Data**
Little River Dam Removal Hydrologic and Hydraulic Modeling Analysis Memo	6/30/2022 (revised 12/15/2023 & 3/14/2024	Hydrologic and hydraulic modeling data/results
MassDOT Structures Inspection Field Report, Winter Street Bridge Over Little River	7/22/2020	Winter Street Bridge data
MassDOT Routine Underwater Inspection Report, Winter Street Bridge Over Little River	8/11/2020	Winter Street Bridge data
Winter Street Bridge Record Plans 1-4	1887 & 1935	Winter Street Bridge data
Sediment Sampling Report Compilation	2/2024	Documentation of all sediment sampling and results obtained prior to February 2024
Little River Dam Phase I Inspections/Evaluation Report	6/19/2019	Little River Dam data
Little River Dam Phase I Inspections/Evaluation Report	6/19/2013	Little River Dam data
Preliminary Geotechnical Engineering Recommendations Report, Little River Fishing Platform and Pedestrian Overlook	5/31/2022	Geotechnical findings at proposed Little River Fishing Platform and Pedestrian Overlook
Preliminary Geotechnical Engineering Recommendations Report, Little River Pedestrian Bridge	5/25/2022	Geotechnical findings at proposed Little River Pedestrian Bridge

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
Little River Dam Removal and River Restoration Construction Plans	12/16/2024	Existing conditions

G. Contractor may request copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents from Engineer.

5.04 *Differing Subsurface and Physical Conditions*

Insert the following paragraph before Paragraph 5.04.A:

In accordance with Massachusetts General Laws Chapter 30, Section 39N, if, during the progress of the Work, the Contractor or the OWNER discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents either the Contractor or the Owner may request an equitable adjustment in the Contract Price applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such request to the other party as soon as possible after such conditions are discovered. Upon receipt of such a request from the Contractor, or upon its own initiative, the Owner will make an investigation of such physical conditions, and if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the Owner will make an equitable adjustment in the Contract Price and the Contract shall be modified in writing accordingly.

SC-5.04 Amend Paragraph 5.04.E to add the following before the first sentence of that paragraph:

Adjustments resulting from actual subsurface or latent physical conditions from those indicated will be in accordance with Massachusetts General Law, Chapter 30, Section 39N and the applicable provisions of the Contract Documents.

Replace the word “shall” in the first sentence with “may.”

Amend sub-paragraph b. to add the following after the words “Paragraph 13.03”:

and provided that the Contractor shall only be entitled to an adjustment in Contract Price to the extent required by Massachusetts General Law, Chapter 30, Section 39N

5.05 *Underground Facilities*

SC-5.05 Delete the phrase “or was not shown or indicated with reasonable accuracy” following the words “Contract Documents” in the first sentence of Paragraph 5.05.B and Paragraph 5.05.C.1.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	**Date of Report**	**Technical Data**
No such reports known to Owner		

SC-5.06 Add the word “reasonably” before the word “rely” in the first sentence of Paragraph 5.06.B.3.

Add the following at the end of Paragraph 5.06.C: “, or unless Contractor caused or contributed to such Hazardous Environmental Condition.”

Delete the second and third sentences of Paragraph 5.06.E.

Delete Paragraph 5.06.I in its entirety.

Delete the last sentence of Paragraph 5.06.J.

BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).

2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

3. Pursuant to M.G.L. Chapter 30, Section 39A, Construction contracts for public ways, airports or public works; truck rentals; security for payment, and M.G.L. Chapter 149, Section 29, Bonds for payment for labor, materials, rentals or transportation charges (et al), the required payment bond shall also cover payment by the Contractor and Subcontractors for the rental or

hire of dump trucks and “the rental or hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such construction,” and for payment of transportation charges directly related to such rental or hire. Such security for payment of transportation charges shall be incorporated by appropriate reference thereto as an additional obligation or condition in the required bonds.

4. In addition, such bonds shall cover payment by Contractor and Subcontractors of any sums due trustees or other persons authorized to collect such payments from the Contractor or Subcontractors, for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the Contractor or Subcontractors.

Add the following new paragraph immediately after 6.01.H:

I. If there is more than one surety company, the surety companies shall be jointly and severally liable.

6.02 *Insurance—General Provisions*

SC-6.02 Delete Paragraph 6.02.E in its entirety.

Delete Paragraph 6.02.I in its entirety and replace it with the following:

I. If Owner has any objection to the coverage afforded by or other provisions of the insurance purchased and maintained by Contractor in accordance with this Article 6 on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within thirty days of the date of delivery of such certificates to Owner in accordance with paragraph 2.01.B, and Contractor will provide such additional information in respect of insurance provided by him as Owner may reasonably request.

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	**Policy limits of not less than:**
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory

Workers' Compensation and Related Policies	**Policy limits of not less than:**
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee	$1,000,000
Policy limit	$1,000,000

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,

2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.

a. Such insurance must be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO

endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).

6. Any limitation or exclusion based on the nature of Contractor’s work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	**Policy limits of not less than:**
Each Occurrence	$5,000,000
General Aggregate	$5,000,000

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	**Policy limits of not less than:**
Each Occurrence/Claim	$1,000,000
General Aggregate	$1,000,000

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	**Policy limits of not less than:**
Each Claim	$1,000,000
Annual Aggregate	$3,000,000

O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting MBTA's requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04 in its entirety. The Owner is not requiring Builder's Risk insurance.

6.05 *Property Losses; Subrogation*

SC-6.05 Delete paragraph 6.05.B of the General Conditions in its entirety and insert the following in its place:

Contractor will provide at least thirty days' prior written notice to Owner by certified mail prior to canceling coverage afforded under all the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with paragraph 6.05. If the renewal of any policy of insurance is refused, Contractor shall provide Owner immediate written notice thereof, and take all reasonable steps to procure replacement insurance in accordance with the requirements of the Contract Documents. If Contractor is unable to obtain replacement insurance within ten (10) days of notice of non-renewal is given to Owner, Owner shall be entitled to obtain the required insurance and all costs associated therewith will be processed in accordance with Article 11.

6.06 *Receipt and Application of Property Insurance Proceeds*

SC-6.06.C Delete Paragraph 6.06.C in its entirety and replace with the following:

The Contractor shall pay for all costs not covered because of the application of a policy deductible due under any of its insurance policies required hereunder.

CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

SC-7.02 Add the following new Paragraph 7.02.C immediately after Paragraph 7.02.B:

The site superintendent may be a direct employee of the subcontractor provided that this individual has the full authority and responsibility of the general contractor's specified superintendent. The General Contractor shall submit a letter to the Owner and the Engineer stating who the supervisor is and defining his/her authority during all construction related activities.

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours are defined as Monday through Friday, excluding holidays, between the hours of 7:00 AM and 5:00 PM. Requests to work other than regular working hours shall be submitted to Engineer not less than 48 hours prior to any proposed change. Occasional unscheduled overtime on weekdays may be permitted provided it is approved by Engineer.

2. Owner's legal holidays are: N/A.

SC-7.03 Add the following new paragraphs immediately after Paragraph 7.03.C:

D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

E. This agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581 87th Congress. No Contractor or Subcontractor contracting for any part of the Work shall require or permit any laborer or mechanic to be employed on the Work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times that person's basic rate of pay for all hours worked in excess of forty hours in such work week."

F. Contractor and Subcontractors shall, insofar as practicable, give preference in the hiring of workers for the Project to qualified local residents with first preference being given to citizens of the United States who have served in the armed forces of the United States and have been honorably discharged therefrom or released from active duty therein.

G. Contractor shall employ only competent persons to do the work and whenever Owner shall notify Contractor, in writing, that any person on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of Owner."

H. Contractor shall provide and maintain sanitary facilities for all persons employed on the Work, beginning with the first worker at the Site. Said facilities shall meet the following requirements unless otherwise specified in the Supplementary General Conditions or Specifications.

1. There shall be no fewer facilities than the number required by applicable Laws;

2. Facilities shall be kept in a clean sanitary condition at all times and shall be adequately screened to be inaccessible to flies. (Note: If existing sanitary facilities at the Site are to be used by the Contractor, this requirement will be modified accordingly in the Supplementary General Conditions or Specifications.)"

7.05 *"Or Equals"*

SC-7.05 Insert the following at the end of the third sentence of Paragraph 7.05.A: “, and in accordance with G.L. c.30, §39M.”

Add a new paragraph SC-7.04.A.1.c immediately after paragraph 7.04A.1.b, which is to read as follows:

c. It shall be Contractor’s responsibility to coordinate all submittals to Engineer for approval to eliminate any conflicts which might arise due to the use of “or equal” items. Any additional costs incidental to the use of “or equal” items shall be paid by Contractor.

7.07 *Concerning Subcontractors and Suppliers*

SC-7.07 Delete the third and fourth sentences of Paragraph 7.07.E in their entirety and replace them as follows:

If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it in writing, then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit a replacement for the rejected Subcontractor or Supplier that is acceptable to Owner.

Add the following paragraph immediately after Paragraph 7.07.M:

N. Contractor shall make payments to Subcontractors in accordance with Massachusetts General Laws Chapter 30, Section 39F.

7.08 *Patent Fees and Royalties*

SC-7.08 Delete the second sentence of Paragraph 7.07.A.

Delete Paragraph 7.08.B in its entirety.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Massachusetts and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.12 *Record Documents*

SC-7.12 Add the following new paragraph and subparagraphs immediately after Paragraph 7.12.A.

B. The Contractor shall return to the Engineer one set of the Contract Drawings marked in colored pencil, showing all changes made during construction and including the location, by dimensions and elevations, of installed equipment, and underground facilities that will become concealed or buried by the construction. This shall include ties to all concealed work, etc. measured from permanent structures. Additionally, the Contractor shall be required to keep marked-up drawings current and on site and to provide mark-ups to the Owner on a monthly basis.

C. Contractor shall comply with all applicable provisions of Chapter 30, Section 39R of the Massachusetts General Laws regarding Contractor's records.

7.16 *Submittals*

SC-7.16 Add the following new paragraph immediately after paragraph 7.16.F of the General Conditions, which is to read as follows:

G. The accuracy of all such information submitted by the Contractor is the responsibility of the Contractor. In reviewing Shop Drawings, Samples, and similar submittals, the Engineer shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

7.17 *Contractor's General Warranty and Guarantee*

SC-7.17 Add the following new paragraph 7.17.F, immediately after paragraph 7.17.E of the General Conditions:

F. Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion that the completed Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary by reason of any such defects including the repairs of any damage to other parts of the Work resulting from such defects. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, Owner may do so and charge Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

7.18 *Indemnification*

SC-7.18 Insert the following at the end of Paragraph 7.18.B:

If, through the acts or neglect of Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such other Contractor or Subcontractor by agreement if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against Owner on account of any damage alleged to have been sustained, Owner shall notify Contractor, who shall indemnify and hold harmless Owner against any such claims.

OTHER WORK AT THE SITE

8.02 *Coordination*

SC-8.02 Delete Paragraph 8.02 in its entirety and replace with the following:

Owner may contract with others for performance of work at the Site. Contractor will be responsible for the coordination of the performance of its Work at the Site.

8.03 *Legal Relationships*

SC-8.03 Delete Paragraph 8.03.A in its entirety and replace with the following:

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

OWNER'S RESPONSIBILITIES

9.02 *Replacement of Engineer*

SC-9.02 Delete the phrase "provided Contractor makes no reasonable objection to the replacement engineer" in Paragraph 9.02.A.

9.06 *Insurance*

SC-9.06 Delete Paragraph 9.06 of the General Conditions in its entirety.

9.09 *Limitations on Owner's Responsibilities*

SC-9.09 Insert the following after the first sentence of Paragraph 9.09.A:

However, the Owner shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.

ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

SC-10.01 Add a new paragraph 10.01.B after paragraph 10.01.A of the General Conditions, which is to read as follows:

B. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the Engineer and Contractor, (2) between the Owner and a Subcontractor or Subcontractors, or (3) between any person or entities other than the Owner and Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Engineer's duties.

10.02 *Visits to Site*

SC-10.02 Insert the following at the end of Paragraph 10.02.B:

However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

3. *Liaison*

a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for Contractor’s proper execution of the Work.

4. *Review of Work; Defective Work*

a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

b. Observe whether any Work in place appears to be defective.

c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

10.07 *Limitations on Engineer's Authority and Responsibilities*

SC-10.08.B Insert the following after the first sentence in Paragraph 10.08.B:

However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.

Add a new paragraph immediately after paragraph 10.08.E of the General Conditions which is to read as follows:

Engineer's interpretations will be made in accordance with Massachusetts General Laws Chapter 30, Section 39P.

CHANGES TO THE CONTRACT

11.05 *Owner-Authorized Changes in Work*

SC-11.05 Add a new paragraph immediately after paragraph 11.05.A of the General Conditions which is to read as follows:

Engineer's interpretations will be made in accordance with Massachusetts General Law, Chapter 30, Section 39P.

Add the following new paragraph immediately after paragraph 11.05.C of the General Conditions, which is to read as follows:

Upon request of the Owner or Engineer, the Contractor shall without cost to the Owner submit to the Engineer, in such form as the Engineer may require, an accurate written estimate of the cost of any such proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Engineer. The Contractor shall promptly revise and resubmit such estimate if the Engineer determines that it is not in compliance with the requirements of this Article, or that it contains errors of facts or mathematical errors. If required by the Engineer, in order to establish the exact cost of new Work added or previously required Work omitted, the Contractor shall obtain and furnish to the Engineer bona fide proposals from recognized suppliers for furnishing any material included in such Work, and shall be furnished at Contractor’s expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

11.07 *Change of Contract Price*

SC-11.07 In paragraph 11.07.C.2.a change “15 percent” to “10 percent.”

Delete paragraph 11.07.C.2.c.

CLAIMS

Claims

SC-12.01 Add a new paragraph immediately after paragraph 12.01.D.1 of the General Conditions to read as follows:

Contractor shall carry on the Work and maintain the progress schedule during the dispute resolution proceedings unless otherwise agreed in writing by Owner and Contractor.

COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Add the following to the end of Paragraph 13.01.B.1 of the General Conditions to read as follows:

Following the Notice of Award and prior to the execution of the Agreement the Owner, prospective contractor and, if any, each prospective filed sub-bid contractor shall agree on what percentage markup shall be used as direct labor costs in determination of extra work costs.

Delete subparagraphs a, d, e, f, g, and h of Paragraph 13.01.B.5.

13.02 *Allowances*

SC-13.02 Delete Paragraph 13.02 of the General Conditions in its entirety.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety.

TESTS AND INSPECTIONS; CORRECTION; REMOVAL; OR ACCEPTANCE OF DEFECTIVE WORK

14.02 *Tests, Inspections, and Approvals*

SC-14.02 Delete the remainder of Paragraph 14.02.F after the words “Contractor’s expense.”

Delete Paragraph 14.05.C.2 in its entirety.

14.06 *Owner May Stop the Work*

SC-14.06 Insert the following new paragraph 14.06.B immediately after Paragraph 14.06.A:

If Owner stops Work under paragraph 14.06.A, Contractor shall not be entitled to any extension of Contract Time or increase in Contract Price, except as may be provided under G.L. c. 30, §39O.

PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

Applications for Payments

SC-15.01 Delete the first phrase prior to the words “Contractor shall” in the first sentence of Paragraph 15.01.B.1 and insert the following:

On a monthly basis and in accordance with G.L. c.30, §39G,

Delete paragraph 15.01.B.4 and insert the following in its place:

Retainage with respect to progress payments will be five percent or, if stipulated, the maximum allowed by law.

Insert the following new paragraph immediately after Paragraph 15.01.B.4:

Contractor shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored, has in fact been paid to the respective supplier(s) within ten (10) days of payment by Owner. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

Delete Paragraph 15.01.D.1 and insert the following:

Payment shall be made in accordance with G.L. c.30, §39G.

Delete the words “immediate” and “promptly” in the first sentence of Paragraph 15.01.E.2.

Delete Paragraph 15.01.E.3 in its entirety.

15.02 *Contractor’s Warranty of Title*

SC-15.02 Insert the following new paragraphs immediately after Paragraph 15.02.A:

B. No materials or supplies for the Work shall be purchased by Contractor or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor warrants that Contractor has good title to all materials and supplies used by Contractor in the Work, free from all liens, claims or encumbrances.

C. Contractor shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. Contractor shall, at Owner’s request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If Contractor fails to do so, then Owner may, after having served written notice on the Contractor, either pay unpaid bills, of which Owner has written notice, or withhold from the Contractor’s unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon Owner to either Contractor, or Contractor’s Surety. In paying any unpaid bills of the Contractor, Owner’s payment shall be considered as payment made under the Contract by Owner to Contractor and Owner shall not be liable to Contractor for any such payment made in good faith.

15.03 *Substantial Completion*

Delete the third sentence of Paragraph 15.03.C and insert the following:

Owner may review the preliminary certificate and make written objection to Engineer as to any provisions of the certificate or attached list.

Delete the phrase “, within 14 days after submission of the preliminary certificate to Owner,” in the fourth sentence of paragraph 15.03.C.

Delete the phrase “, within said 14 days,” in the fifth sentence of Paragraph 15.03.C.

Insert the following new Paragraph 15.03.G immediately following 15.03.F

G. Notification to Owner and Engineer of Substantial Completion shall include the delivery of the Project Closeout Documents.

15.04 *Partial Use or Occupancy*

SC-15.04 Delete the phrase “subject to the following conditions” at the end of the first sentence of Paragraph 15.04.A.

Delete Paragraph 15.04.A.2 in its entirety.

15.06 *Final Payment*

SC-15.06 Insert the following at the end of Paragraph 15.06.E:

Final payment shall be made in accordance with G.L. c.30, §39G.

SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

SC-16.01 Delete Paragraph 16.01.A in its entirety and insert the following:

Owner may suspend the Work or any portion thereof in accordance with M.1G.L. c.30, §39O.

Owner May Terminate for Cause

SC-16.02 Insert new paragraph immediately after Paragraph 16.02.A.4:

5. If Contractor abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified.

Append to the end of the last sentence of Paragraph 16.02.D, “…to Owner’s satisfaction.”

16.03 *Owner May Terminate for Convenience*

SC-16.03 Delete the phrase “including fair and reasonable sums for overhead and profit on such Work” in Paragraph 16.03.A.1

Delete the phrase “plus fair and reasonable sums for overhead and profit on such expenses” in Paragraph 16.03.A.2.

Delete Paragraph 16.03.A.3 in its entirety.

16.04 *Contractor May Stop Work or Terminate*

SC-16.04 Delete the last sentence of Paragraph 16.04.B.

FINAL RESOLUTIONS OF DISPUTES

Methods and Procedures

SC-17.01 Insert a new Paragraph 17.01.C after Paragraph 17.01.B:

C. Contractor shall carry on the Work and maintain the progress schedule during the dispute resolution proceedings, unless otherwise agreed by Contractor and Owner in writing.

17.02 *Venue*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

Venue

A. Any legal action relating to this Contract shall be filed in the Superior Court for the County in the Commonwealth of Massachusetts in which the Project is located, unless otherwise agreed by Contractor and Owner in writing.

MISCELLANEOUS

18.07 *Controlling Law*

SC-18.07 Amend Paragraph 18.07.A to state, “This contract is to be governed by the laws of the Commonwealth of Massachusetts.”

18.10 *Wage Rates*

SC-18.10 Insert the following new paragraph:

18.10 *Wage Rates*

A. The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to employment of labor, and to the schedule of minimum wage rates established in compliance with laws shall be a part of the Contract Documents. If after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the officials administering the laws mentioned above.

B. The schedule of wages referred to above is minimum rates only, and OWNER will not consider any claims for additional compensation made by CONTRACTOR because of payment by CONTRACTOR of any wage in excess of the applicable, required rates.”

18.11 *Funding*

SC-18.11 Insert the following new Paragraph 18.11.A:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Owner is required to make under this Contract shall be subject to appropriation or other

availability of funds as certified by the City Auditor. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Owner. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Owner.

18.12 *Conflicts of Interest*

SC-18.12 Insert the following new Paragraph 18.12.A:

The parties acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Owner that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

II. PAYMENT BOND FORM

PAYMENT BOND

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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PAYMENT BOND

BOND NUMBER: UCSX105X1073

Contractor	**Surety**
Name **Woodall Construction Co., Inc.** Address *(principal place of business)*: **PO Box 878** **Norfolk MA 02056**	Name: **United Casualty and Surety Insurance Company** Address *(principal place of business)*: **303 Congress St., Suite 502** **Boston MA 02210**
Owner Name : **Town of Medfield** Mailing address: 459 Main Street Medfield, MA 02052	**Contract** Description: **Utility Infrastructure Upgrades for the Medfield State Hospital property, and Offsite Intersection Improvements. IFB No. MSH 2025-001** Contract Price: **$2,602,072.05** Effective Date of Contract: **December 16, 2025**

Bond

Bond Amount: **$1,301,036.02** **One Million, Three Hundred One Thousand, Thirty Six Dollars and Two Cents**

Date of Bond: **December 16, 2025**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

□ None □ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
Woodall Construction Co., Inc. *(Full formal name of Contractor)*	**United Casualty and Surety Insurance Company** *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: **Joseph P. Woodall, Jr.** *(Printed or typed)*	Name: **Kristin G. Erickson** *(Printed or typed)*
Title: **President**	Title: **Attorney-in-Fact**
Attest: _____	Attest: _____

(Signature)	(Signature)
Name: **Candace L. Woodall** (Printed or typed)	Name: BARBARA DOMINAS (Printed or typed)
Title: TREASURER	Title: **Bond Assistant**

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.

7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal

requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform

and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: None.

ucs

POWER OF ATTORNEY

170105

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Kelsey L. Tonry, Kristin S. Bibbo, Kristin G. Erickson, Edward J. Mulcahy, Louis A. Tonry, Jr.

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Ten Million & 00/100 Dollars ($10,000,000.00).** This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 8th day of May, 2025

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

Corporate Seals

R. Kyle Fowler
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
County of Suffolk ss:

On this 8th day of May, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
Notary Public Commission Expires: 10/27/2028

COLLEEN A. COCHRANE
Notary Public, Commonwealth of Massachusetts
My Commission Expires 10/27/2028

I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 16th day of December, 2025.

Corporate Seals

Robert F. Thomas
Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM

X. SPECIAL PROVISIONS

Medfield State Hospital
Off-Site Intersection Improvements
and Utility Enabling Infrastructure

SCOPE OF WORK

The project proposes intersection roadway improvements at three intersections along Harding Street in Medfield, Massachusetts. The three intersections include Harding Street at Hospital Road, Harding Street at West Street, Harding Street at North Street. The work also includes the construction of new utility infrastructure in Cottage Street and Hospital Road to accommodate the future Medfield State Hospital campus reconstruction.

The work includes pavement milling, pavement overlay, full depth pavement reconstruction, asphalt trench patching, earth excavation, hot mix asphalt curbing, granite curbing, stamped cement concrete truck apron, cement concrete medians, gravity sanitary sewer system, underground electric duct and manhole system, drainage reconstruction, pavement markings, signage, landscaping/seeding and other incidental work.

All work under this contract shall be done in conformance with the *Standard Specifications for Highways and Bridges* dated *2025 Standard Specifications for Highways and Bridges*; the *2025 Construction Standard Details,* the *1990 Standard Drawings for Signs and Supports*; the *1996 Construction and Traffic Standard Details* (as relates to the Pavement Markings details only); the *2009 Manual on Uniform Traffic Control Devices (MUTCD)* with *Massachusetts Amendments* and the *Standard Municipal Traffic Code*; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; the latest edition of *American Standard for Nursery Stock*; the Plans and these Special Provisions.

The General Conditions, Supplementary Conditions and Special Provisions shall take precedence over the General Requirements of Division I of the Standard Specifications. Where the term 'Engineer' is mentioned below in these Special Provisions, it shall refer to VHB, Inc.

WORK SCHEDULE

No work that will disrupt the provided one 11’ travel lane per direction (i.e., additional lane closures, street closures, lane shifts, trenching, etc.) shall be done on a weekday from 6:00AM to 9:00AM and from 3:00PM to 6:00PM. A minimum of one 11’ travel lane in each direction shall be provided, unless approved in advance by the Town of Medfield.

Night work is not anticipated to be required for this project. The Contractor may request additional work hours including nights from the Town of Medfield.

PERMITS

The Contractor is required to obtain all necessary permits, including road opening permits from the Town of Medfield, and any other permits required for all work that is to take place in or on the public way.

PROVISIONS FOR TRAVEL AND PROSECUTION OF WORK

Before starting any work under this Contract, the Contractor shall prepare, and submit to the Engineer and Town of Medfield for approval, a plan (based on the Contract traffic management plans) that indicates the traffic routing proposed by the Contractor during the various stages, time periods of the work, and the temporary traffic control devices to be employed during each stage and time period of the work to maintain traffic and access to abutting properties. This includes the preparation and submittal of detour plans to detour through traffic and to provide reasonable access to abutting properties, if road closures are anticipated to be required.

Particular care shall be taken to establish and maintain methods and procedures that will not create hazards to public safety. Traffic control devices that are required only during working hour operations shall be removed and safely stored at the end of each working day.

The Contractor's personnel and equipment shall be well off the traveled way and shoulders by the times specified in the contract. Under no circumstance should a Contractor close a travel lane or in any way affect traffic outside the specified work hours. Travel lanes of the roadway must be fully open to traffic prior to the start and after the end of the approved work schedule. In no case will operations commence prior to specified work hours. This includes traffic set-ups that restrict the flow of traffic.

The number of simultaneous work locations that the Contractor will be permitted to work is subject to the approval of the Engineer. If more than two (2) work locations are proposed at any time, a request must be submitted for approval to the Engineer which must include the proposed daily work activities and locations, along with the proposed limits of the work zone setups.

The Contractor shall notify the Engineer in writing two (2) weeks in advance of any proposed temporary roadway closures necessary to complete the work. Work on roadways shall proceed only on such sections and widths thereof as will be approved by the Engineer.

The Contractor shall serve written notice to all abutters two weeks in advance of any reconstruction work adjacent to their property, and during such time that construction is in progress, provide safe access to the abutting properties. The Contractor shall always schedule his operations to minimize interruption to the normal flow of traffic.

The Contractor shall provide safe and ready means of ingress and egress to all businesses or residences within the project limits, both day and night, for the duration of the project. Any temporary access disruption during business hours shall be coordinated with the owner prior to scheduling the work.

The milling operations shall be scheduled to minimize the duration and placement of traffic on the milled surface. The limits of milling production are subject to the approval of the Engineer.

Temporary pavement markings shall be applied to the milled and newly paved areas at the end of each work shift or as required by the Engineer. Pavement markings no longer applicable, which may create confusion, shall be obliterated. During milling and paving operations all stop lines and cross walks affected by those operations are to be restored during the same work shift of the approved work hours.

The Contractor is responsible for sweeping and cleaning of surfaces beyond the limits of the project required to clean up material caused by spillage or vehicular tracking during the various phases of the work. The Contractor is responsible for repairing roadways damaged by construction vehicles. Payment for maintenance and cleaning of roads will not be paid for separately but shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation.

At the end of each working day where trenches in areas of public travel are covered with steel plates, each steel plate shall be recessed.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

COOPERATION OF THE CONTRACTOR
(Supplementing Subsections 5.05 and 5.06)

Agents of various public service agencies, municipal and State Departments, and private site contractors may be entering on the work site to remove existing utilities, to construct or place new facilities or to make alterations to existing facilities.

The Contractor shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

MATERIAL REMOVED AND STACKED

The Contractor shall carefully remove, transport and stack all material that, in the opinion of the Engineer, is salvageable. The material shall be stacked at Town of Medfield Department of Public Works (DPW) at 459 Main Street, Medfield, MA 02052. The Contractor shall coordinate with the Town of Medfield DPW or the Engineer to schedule drop-off time and location.

PLANS
(Supplementing Subsection 5.02)

The Contractor shall furnish "AS BUILT" plans of the completed project to the Engineer. These "AS BUILT" plans shall be furnished prior to the date of final acceptance. Full compensation for

these plans shall be included in the prices bid for the various Contract items of work and no additional compensation will be allowed therefore.

The Engineer will make PDFs of the original drawings available to the Contractor for use in preparing the as-built drawings. However, the Contractor may request a CADD version of the contract drawings as an alternative method for preparing the "AS BUILT" plans. In either case, final "AS BUILT" plans shall contain all information shown on the contract drawings and shall clearly indicate changes that were made during construction.

The "AS BUILT" plans shall be titled "AS BUILT" and stamped and dated by a Professional Engineer of the appropriate discipline registered in Massachusetts. The Professional Engineer's stamp is required to certify any changes made to the contract drawings and shall not dictate responsibility for the original design drawings.

The "AS BUILT" plans shall provide a record of constructed improvements for future reference; therefore, partial plan sets will not be accepted. The Contractor may elect to use a combination of reproducible duplicates of the design drawings and revised CAD drawings to provide a complete set of "AS BUILT" plans.

HOLIDAY WORK RESTRICTIONS
(Supplementing Subsection 7.09)

The Town of Medfield may authorize work to continue during these specified time periods if it is determined by the Town that the work will not negatively impact the traveling public.

Below are the holiday work restrictions:

New Years Day (Federal Holiday)
No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day. No work on local roadways on the holiday without permission by the local police chief.

Martin Luther King's Birthday (Federal Holiday)
No work restrictions due to traffic concerns, however work on local roadways requires permission by the local police chief.

President's Day (Federal Holiday)
No work restrictions due to traffic concerns, however work on local roadways requires permission by the local police chief.

Juneteenth
No work restrictions due to traffic concerns, however work on local roadways requires permission by the local police chief.

Independence Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day. No work on local roadways on the holiday without permission by the local police chief.

Labor Day (Federal Holiday)
No work on major arterial roadways from 5:00 AM on the Friday before, until the normal start of business on the following day.

Columbus Day (Federal Holiday)
No work on major arterials from 5:00 AM on the Friday before, until the normal start of business on the following day

Veterans' Day (Federal Holiday)
No work restrictions due to traffic concerns.

Thanksgiving Day (Federal Holiday)
No work on major arterials from 5:00 AM two days before until the normal start of business on the following Monday.

Christmas Day (Federal Holiday)
No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day.

DRAINAGE AND SANITARY SEWER CASTINGS

Within the limits of public roadways, all drainage and sanitary sewer castings in full depth pavement reconstruction or mill and overlay areas shall be adjusted to intermediate course grade, as directed by the Engineer, and adjusted again to proposed finish surface grade prior to placement of the pavement surface course.

SAWCUTTING

All sawcutting shall be incidental to the applicable items.

EXISTING PROPERTY BOUNDS

The Contractor shall exercise due care when working around all property bounds which are to remain. Should any damage to a bound result from the actions of the Contractor, the bound shall be replaced and/or realigned by the Contractor as required by the Engineer at no cost to the Owner.

ORDER OF CONDITIONS

The Contractor is advised that an Order of Conditions (MassDEP File #214-0722) issued by the Town of Medfield on 7/23/2025 is part of this contract. A copy of this order is included within these special provisions.

The Contractor shall be responsible for meeting all the orders for conditions attached. No separate payment will be made for complying with the orders of conditions, except as noted in the special provisions, but all costs in connection therewith shall be included in the unit prices bid for the various contract items.

MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION FILE NUMBER SIGN

This project is subject to Massachusetts General Laws, Chapter 131, Section 40 as amended. Signs shall be in accordance with the latest MassDOT Construction Standards. All costs for the manufacture, erection, maintenance, moving, and removal of the signs shall be absorbed by the contractor with no additional compensation other than the contract unit prices.
For this project the Massachusetts Department of Environmental Protection File Number is 214-0722.

ENVIROMENTAL PERMITTING

If Contractor erection, demolition, storage, or other procedures not originally allowed by existing environmental permits require work to occur in or otherwise impact water, wetland resource areas, buffer zones, etc., the Contractor is advised that no associated work can occur until all required environmental permits have been either amended or obtained allowing such work. The Contractor must notify the Engineer in writing a minimum of 60 days prior to the desired commencement of the proposed activity. The Contractor is advised that a delay claim will not be entertained due to the time required to modify or obtain additional environmental permits.

As a supplement to Section 7.00 of the Standard Specifications, the Contractor is reminded that no debris of any type shall be allowed to enter water or wetland resource areas, either temporarily or permanently.

ACCESS TO UTILITIES

The Contractor shall provide access to the Owner of any private or publicly owned utility in the event of an emergency. The Contractor shall accurately locate any structures whenever the structures are to be lowered below grade. The Contractor shall be available to access any buried structure 24 hours a day with a minimum 1 hour response time.

PROTECTION OF UTILITIES AND PROPERTY
(Supplementing Subsection 7.13)

The Contractor, in constructing or installing facilities alongside or near sewers, drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall sustain them securely in place. The Contractor shall coordinate with the officers and agents of the various utility companies and municipal departments to assure that the services of these structures are maintained. The Contractor shall be responsible for the repair or replacement, at no additional cost to the Owner, of any damage to such structures caused by construction

operations. The Contractor is responsible to leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the utility owner's direction. Pipes or other structures damaged by the operation of the Contractor may be repaired by the utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefor.

If during construction there is an existing utility and/ or structure found to be in conflict with the proposed work under this Contract, the Contractor shall protect and maintain the services to the utilities and structures. The Engineer will, as soon as possible identify the utilities to be relocated or other such activities deemed suitable for resolution.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

No separate payment will be made for labor, materials, equipment, the work involved in protecting or repairing property as specified in this Heading, but all costs in connection therewith shall be included in the various Contract items of work.

NOTICE TO OWNERS OF UTILITIES
(Supplementing Subsection 7.13)

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately-owned utilities at least one week in advance of the commencement of operations that will affect the utilities. The Contractor shall, at the same time, file a copy of such notice with the Engineer.

The Contractor's attention is further directed to the requirements of Work in the Immediate Vicinity of Certain Underground Structures and Poles herein included in these Special Provisions.

The following are the names of owners and representatives of the principal utilities affected, but completeness of this list is not guaranteed:

TOWN OF MEDFIELD

Medfield Department of Public Works (DPW) 459 Main Street Medfield, MA 02052	Maurice Goulet (508) 906-3002
Medfield Fire Department 110-114 North Street Medfield, MA 02052	Chief William DeKing Phone: (508) 359-2323
Medfield Police Department 112 North Street	Chief Michelle Guerette Phone: (508) 359-2315

Medfield, MA 02052

Water

Medfield DWP
459 Main Street
Medfield, MA 02052

Maurice Goulet
(508) 906-3002

Sewer

Medfield DWP
459 Main Street
Medfield, MA 02052

Maurice Goulet
(508) 906-3002

Electric

Eversource Electric "A"
1165 Massachusetts Avenue
Dorchester, MA 02125

Kim Khounesombat
Email: kim.khounesombat@eversource.com

Telephone

Verizon
385 Myles Standish Blvd.
Taunton, MA 02780

Karen Mealey
Phone: (774) 409-3160

Gas

Eversource Gas
995 Belmont Street
Brockton, MA 02301

Brenden Pitts
Phone: (508) 895-4818

Cable

Comcast Cable Corporation
PO Box 6505, 5 Omni Way
Chelmsford, MA 01824

Wendy Brown
Phone: (978) 848-5163

Medfield Fiber Optics-Blake Middle School
24 Pound Street
Medfield, MA 02052

Owen Ocorcora
Phone: (508) 740-3090

Eversource Fiber
247 Station Drive, Mail Stop: SUM SE 320
Westwood, MA 02090

Bechir Khoury
Phone: (781) 441-3864

Other

Verizon Wireless Small Cell
20 Alexander Drive
Wallingford, CT 06492

Liz Gidden
Email: elizabeth.glidden@verizonwireless.com

EVERSOURCE GAS

Within the limits of this project Eversource owns and maintains gas mains. Eversource standard conditions for working around existing gas infrastructure apply to this project. If any of Eversource's gas facilities become exposed, code requires that Eversource is notified to inspect the line before backfilling. Any damage that may have been made to the pipe or coating shall be repaired before backfilling.

In addition to the areas where Eversource gas infrastructure overlaps with the projects proposed infrastructure, be aware of sawcuts over any gas infrastructure, but especially services because they are on average 18" below grade. Hand tools shall be used when digging above gas facilities to prevent possible damage. On average gas mains are 36" below grade.

EVERSOURCE EMERGENCY TELEPHONE NUMBERS

GAS:
Outage/ Emergency: 800-592-2000
New Service: 866-678-2744
Customer Support: 800-592-2000

ELECTRIC:
Outage/ Emergency: 800-592-2000 or 844-726-7562
New Service: 1-888-633-3797 (1-888-need pwr)
Customer Support: 1-800-340-9822

WORK DONE BY OTHERS

Relocation and/or resetting to new grades of all private utilities, including utility poles, gas gates, manhole covers, made necessary by the construction of this project, will be accomplished by the respective utility companies.

The Contractor must prosecute the work efficiently and with the least possible delay. Immediately after award of the Contract, the Contractor shall coordinate and confer with the owners of all utilities to assure that relocations of facilities and services may be made at times consistent with operations under this Contract.

The relocation of utility pole 10/1 at the intersection of Harding Street and North Street has been previously coordinated under Eversource Electric WO#21412761. The contractor is responsible to coordinate with Eversource for the utility pole relocation and confirm location and grades will accommodate the roadway reconstruction.

NEW INTRODUCTIONS OF INVASIVE PLANTS INTO OR AROUND THE SITE
(Supplementing Subsections 7.01(D) Plant Pest Control and 7.13 Protection and Restoration of Property)

The Contractor shall ensure that no invasive plant species, as defined and listed by the Massachusetts Invasive Plant Advisory Group, are introduced or moved around the site by construction activities either by improperly cleaned construction equipment or importation of infected materials such as borrow, compost, nursery stock, seed, or hay bales. Corrective measures, if necessary, shall be made by the Contractor as directed by the Engineer. The Contractor shall be solely responsible for all costs associated with ensuring that invasive species are not introduced or moved around the site by construction activities and for all corrective measures required for as long as necessary to eliminate the introduced invasive plant species and prevent re-establishment of same.

PRESERVATION OF ROADSIDE GROWTH

(Section 8.08 shall be amended as follows)

The Contractor shall take all necessary care when excavating or working in the vicinity of existing trees so that the root systems, trunks, and branches are not damaged. All precautions shall be taken to ensure that heavy equipment does not damage any roots, including those that lie below the limits of excavation.

Do not store equipment or stockpile materials within drip line of trees or in areas enclosed by tree protection fencing.

Avoid any direct soil contamination in root zone area by petroleum, petroleum products or solvents, salts or any other pollutant during construction.

Existing plants adjacent to construction may be protected as a group using temporary tree protection fence as specified under Item 102.521. Individual trees close to construction may be protected using individual tree protection as specified under Item 102.511.

Trees that, in the judgment of the Engineer, have been irreparably damaged by the Contractor shall be replaced in kind and in size, or, with a quantity of 2 inch caliper replacement trees (the quantity of which shall be determined by the Engineer) such that the cumulative caliper of the replacement trees will be up to the equivalent of diameter of the lost tree at breast height. Cost of replacement trees shall be paid by the Contractor.

Cost of removal of destroyed tree, including roots and stump, as well as the cost of replacement trees, shall be paid for by the Contractor.

DISPOSAL OF EXCAVATION MATERIAL

Surplus materials obtained from any type of excavation, and all existing and other materials not required to be removed and stacked or needed for use on the project, as determined by the Engineer and approved the owner shall be tested and the disposal method shall be approved by the owner. The disposed material shall be subject to the regulations and requirements of local authorities governing the disposal of such materials.

The cost of this work shall be considered incidental to the cost of the Excavation and no separate pavement will be made

EXCAVATION

All support of excavation or control of water required for trenching or other required excavation for this project shall be considered incidental to the respective items they pertain to, unless provided for elsewhere in the Contract.

CONSTRUCTION STAKING

The Contractor will be furnished information and ties required for laying out the survey baseline and benchmarks. The Contractor shall perform all survey required for the work. The Contractor shall receive no additional compensation for survey layout work related to the project.

BI-WEEKLY CONSTRUCTION MEETINGS

The Contractor shall attend bi-weekly construction coordination meetings with the Engineer, the designated community representatives from the Town of Medfield and other project stakeholders. These meetings shall serve to update the communities on the anticipated upcoming work efforts, including work hours, potential community impacts, and applicable mitigation.

No separate payment will be made for the bi-weekly meetings, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

ITEM 102.511 TREE PROTECTION – ARMORING & PRUNING EACH

The work under this item shall conform to the relevant provisions of Sections 771 and shall be for furnishing and installing temporary tree trunk protection and for limb pruning to prevent injury to the tree from construction equipment and activities.

Trunk armoring is for instances where construction activity (the use of heavy equipment) comes close enough to potentially damage the tree trunk or limbs. It is to be used where shown on the plans and as directed by the Engineer.

References

If requested, the Contractor shall provide to the Engineer one copy of the latest edition of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance: Part 1-Pruning and Part 5-Construction Management Standard. Provision of reference shall be incidental to this item.

MATERIALS

Trunk armoring shall be such that it prevents damage to the trunk from construction equipment. Selected material shall be such that installation and removal will not damage the trunk.

Acceptable materials include 2x4 wood cladding with wire or metal strapping, or, for instances when duration of construction activities is less than three months, corrugated plastic pipe mounted with duct tape. Height of cladding shall be from base of tree (including root flare) to the bottom of the first branch or as recommended by an arborist. Material and methods shall be approved by the Engineer.

Methods of Work

Prior to construction activities, the Engineer, the Contractor, and the Town Tree Warden shall review trees noted on the plans to be protected. Final decision as to trees armored and/or pruned shall be per the Engineer.

Care shall be taken to avoid damage to the bark during installation and removal of armoring. Trunk armoring shall be replaced and maintained such that it is effective for as long as required and shall be removed immediately upon completion of work activities adjacent to trees.

Pruning of limbs shall conform to the techniques and standards of the most recent ANSI A300 standards.

Damages & Penalties

In the event that trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his own expense obtain an Arborist. The Arborist shall be approved by the Engineer.

If, based on the recommendations of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering, the damage will be repaired as soon as possible within the appropriate season for such work and according to industry standards.

If the Engineer determines that damages are irreparable, the Contractor shall pay for the damages in the amount of $500.00 per diameter inch at breast height (DBH) per tree.

Additionally, if the Engineer determines that the damages are such that the tree is sufficiently compromised as to pose a future safety hazard, the tree shall be removed. Tree removal will include cleanup of all wood parts, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 102.511 will be measured and paid at the contract unit price per each. This will include full compensation for all labor, equipment, materials, and incidentals for the satisfactory completion

of the work and the subsequent removal and satisfactory disposal of the protective materials upon completion of the contract.

In the event of tree damage, cost of Arborist services, of remediation measures, and/or tree removal will be borne by the Contractor.

Payment under this item will be scheduled throughout the length of contract:

- 40% of value shall be paid upon installation of trunk armoring and completion of pruning work, if required.
- 60% shall be paid at the end of construction operations that would damage the tree and after protection materials have been removed and properly disposed of by the Contractor. In the event of repairable damages, payment shall be made after the completion of remediation measures.

In the event of irreparable damage due to lack of proper protective measures being take there will be no compensation in addition to the $500.00 per diameter inch penalty.

ITEM 102.521 TREE AND PLANT PROTECTION FENCE FOOT

The work under this Item shall conform to the relevant provisions of Sections 644 and 771 of the Standard Specifications and the following:

Work under this item consists of furnishing, installing, removing and resetting, maintaining fence in a vertical and effective position at all times, and final removal of temporary fence.

The purpose of the fence is to prevent damage to tree roots, tree trunks, soil, and all other vegetation within a delineated Tree and Plant Protection Zone (TPPZ) as shown on the plans, as required by the Engineer, and as described herein.

Protection shall be for the duration of the construction activities unless otherwise directed.

MATERIALS

Temporary Fence shall be such that it provides a minimum 48-inch tall barrier that remains vertical and effective (not sagging) for the duration of period required. Fence shall be plastic orange safety fence (recommended where high visibility is necessary), wooden snow fencing, or other approved material.

Per the Engineer, additional posts, deeper post depths, and/or additional attachments will be used if the fabric or fence sags, leans or otherwise shows signs of failing to create a sufficient barrier to access.

References

If requested, the Contractor shall provide to the Engineer one copy of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance Part 1, Pruning and Part 5, Construction Management Standard. Provision of reference shall be incidental to this item.

Establishment Of TPPZ

Fencing shall be used for construction areas, staging areas, and stockpile areas as shown on the plans and as required by the Engineer to establish the Tree and Plant Protection Zone (TPPZ).

Fence shall be located as close to the work zone limit and as far from the trunk as possible to maximize the area to be protected. Fence shall run parallel and adjacent to construction activity to create a barrier between the work zone and the root zone or designated limit of plants and soils to be protected.

When construction activities surround (or have the potential to surround) trees or plants to be protected, a circular enclosure shall be used. In these instances, the TPPZ limit shall be the Drip Line of each tree or as close as possible to the Drip Line, and as shown on the plans and details. The Drip Line is defined as the limit of tree canopy.

The Contractor shall not engage in any construction activity within the TPPZ without the approval of the Engineer, including: operating, moving or storing equipment; storing supplies or materials; locating temporary facilities including trailers or portable toilets; and shall not permit employees to traverse the area to access adjacent areas of the project or use the area for lunch or any other work breaks.

Method Of Work

Fence shall be installed prior to any construction work or staging activities and shall be installed and maintained in a vertical and effective position at all times.

Fence shall be repositioned where and as necessary for optimum effectiveness. Repositioning shall be incidental to this item. Fence shall not be moved without prior approval by the Engineer.

The TPPZ shall be protected at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves, and roots of all plants; and contamination of the soil with construction materials, debris, silt, fuels, oils, and any chemicals substance. In the event of spills, compaction or damage, the Contractor shall take corrective action immediately using methods approved by the Engineer in coordination with an Arborist.

After construction activities are completed, or when directed by the Engineer, fence, stakes, and other materials shall be removed and disposed of off-site by the Contractor.

Required Work within the TPPZ

In the event that grading, trenching, utility work, or storage is unavoidable within the TPPZ, the Engineer shall be notified. Measures may be required for tree protection and preservations, including air spading, the use of six inch depth of wood chips or approved matting for root

protection, pruning of branches, and/or trunk protection. These protection measures will be paid under applicable items.

Landscaping work specified within the TPPZ shall be accomplished by hand tools. Where hand work is not feasible, with permission of the Engineer, work shall be conducted with the smallest mechanized equipment necessary.

Tree And Plant Damages Or Loss

If the TPPZ is intruded upon, at the discretion of the Engineer, the Contractor will be required to provide a more durable barrier (e.g., Jersey Barriers) to secure the area. Cost of furnishing and installing additional or more durable barrier shall be borne by the Contractor.

If the Contractor intrudes into a TPPZ without approval, soil will be considered compacted and tree root damage will be assumed. Action will be taken as specified below.

In the event that trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his or her own expense obtain an Arborist. The Arborist shall be approved by the Engineer.

If, based on the recommendations of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering, the damage will be repaired as soon as possible within the appropriate season for such work and according to industry standards.

If the Engineer determines that damages are irreparable, the Contractor shall pay for the damages in the amount of $500.00 per diameter inch at breast height (DBH) per tree.

Additionally, if the Engineer determines that the damages are such that the tree is sufficiently compromised as to pose a future safety hazard, the tree shall be removed. Tree removal will include clean up of all wood parts, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil.

Shrubs will be replaced with a plant of similar species and equal size or the largest size plants reasonably available. The Engineer will approve the size and quality of the replacement plant. Replacement will include a minimum of one year of watering and care.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 102.521 will be measured and paid by the foot of Tree and Plant Protection Fence, complete in place. This includes all labor, materials, equipment, maintenance, final removal and disposal of the protective materials, damages repair, and all incidental cost required to complete the work.

Payment of 40 percent of value will be made upon installation of Fence. The remaining 60 percent will be made when protection materials have been removed and disposed of off-site.

No separate payment will be made for costs of remedial actions, including addition of more durable barriers, or arborist services, but all costs in connection therewith shall be included in the Contract unit price bid.

In the event of irreparable damage due to lack of proper protective measures being taken there will be no compensation in addition to the $500.00 per diameter inch penalty.

ITEM 141.1 TEST PIT FOR EXPLORATION CUBIC YARD

Work under this item shall conform to the relevant provisions of Section 140 of the Standard Specifications and the following:

The Contractor shall not perform any test pits exploration without the approval of the Engineer for the test pit location and size.

The Engineer may require hand excavation or vacuum explorations to ensure no damage to surrounding utilities.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 141.1 will be measured and paid per Subsection 140.81 of the Standard Specifications.

Patching required to restore the surface to be paid for under Item 472.

ITEM 201.	**CATCH BASIN**	**EACH**
ITEM 202.21	**MANHOLE (9 TO 14 FOOT DEPTH) MUNICIPAL STANDARD**	**EACH**
ITEM 202.31	**MANHOLE (14 TO 18 FOOT DEPTH) MUNICIPAL STANDARD**	**EACH**
ITEM 222.3	**FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD**	**EACH**

The work under these items shall conform to the relevant provisions of Section 201 and 220 of the Standard Specifications and the following:

The work under these items shall conform to the relevant provisions of Subsection 201 and 220 of the Standard Specifications and the following:

MATERIALS

Catch Basins

All proposed catch basins shall be constructed in MassDOT Construction Standard Details with a minimum 4-foot sump and hood, and rated for HS20 loading.

Drain Manholes

Manholes shall be 60-inch minimum inside diameter, precast concrete units, 4,000 psi minimum compressive strength, with eccentric cone section tapering to 24-inch diameter and monolithic base section meeting the requirements of ASTM C478. All structures shall be designed for HS-20 loading and shall be sufficient diameter to accept the pipe penetrations indicated on the Drawings.

Precast unit joint seals shall be preformed butyl rubber O-ring type seals meeting the requirements of ASTM C990.

Openings for pipe and materials to be embedded in the walls of the manholes sections for joint seals shall be cast in the sections at the required locations during manufacture. Sections with incorrectly cast and patched pipe openings will be rejected.

Openings shall be cast into the manhole sections to receive entering pipes during manufacture. The openings shall be sized to accommodate flexible boot connections for HDPE pipe material.

Manhole pipe connections shall be flexible boots as manufactured by Press-Seal, Trelleborg, A-Lok or approved equivalent.

Drain Manholes shall be constructed at the locations and to the lines, grades, dimensions and design shown on Drawings or as required by the Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 201. will be measured for payment as a unit per each, complete in place.

Item 202.21 and Item 202.31 will be measured for payment as a unit per each, complete in place.

Item 201. will be paid for at the Contract unit price per each, regardless of the structure depth, which price shall include the precast structure, concrete invert, excavation, backfill, gravel foundation, all labor, material, equipment and incidental costs required to complete the work.

Item 202.21 and Item 202.31 will be paid for at the Contract unit price per each, regardless of the structure diameter, which price shall include the precast structure, concrete invert, excavation, backfill, gravel foundation, all labor, material, equipment and incidental costs required to complete the work.

No separate payment will be made for support of excavation required for installation of manhole structures, but all costs in connection therewith shall be included in the contract unit price bid.

Contractor shall provide AS-BUILTS to the Engineer and the Town of Medfield with manhole locations and rim and invert elevation, including GIS data. The cost for producing the AS-BUILTS shall be considered incidental to this item.

The concrete collar and setting of the castings shall be considered incidental to Item 201., 202.21, and 202.31 and shall be included in the respective Contract unit price bid.

Frame and covers will be paid for separately under Item 222.3.

Hot mix asphalt trench patching will be paid for under Item 451.

ITEM 203.15 WATER QUALITY UNIT EACH

The work under these items shall conform to the relevant provisions of Subsection 201 of the Standard Specifications and the following:

MATERIALS

Water Quality Unit (WQU) (Suspended Solids Separator)
The WQU unit shall be a manufactured stormwater treatment unit suitable for installation in a precast concrete structure. The WQU shall be precast concrete and shall be of the capacity and dimensions indicated on the Drawings.

WQU shall be supplied and installed in accordance to the following performance requirements:
- TSS Removal: 80%
- Maximum Impervious Area: 3.6 acres

WQU shall be as manufactured by Contech or approved equivalent.

Precast sections shall be cured by an approved ASTM method and shall not be shipped nor subject to loading until the concrete compressive strength has attained 5,000 psi. Portland cement shall be Type II, ASTM C150.

1. Precast sections shall be designed for the following loads and possible combinations thereof:
   a. H-20 loading, manhole riser with frame and cones, plus the weight of soil above and the soil loading due to the depth of the structure below finished grade.
   b. Weight of precast concrete structure.
   c. Initial handling and erection loadings.
2. Precast Unit Joints shall be of Butyl rubber conforming to ASTM C990.

Frames and covers shall be manhole frame and cover shall be grey iron casting conforming to ASTM A48, heavy duty.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 203.15 Water Quality Unit will be measured and paid for at the Contract unit price per each, which price shall include the precast structure, internal components, excavation, backfill, all labor, material, equipment and incidental costs required to complete the work.

The frame and cover castings, concrete collar and setting of the castings shall be considered incidental to Item 203.15 and shall be included in the Contract unit price bid.

Contractor shall provide AS-BUILTS to the Engineer and the Town of Medfield with manhole locations and rim and invert elevation, including GIS data. The cost for producing the AS-BUILTS shall be considered incidental to this item.

ITEM 210. **SANITARY SEWER MANHOLE** **EACH**

ITEM 210.01 **SANITARY SEWER INTERIOR DROP MANHOLE** **EACH**

The work under these items shall conform to the relevant provisions of Subsection 201 of the Standard Specifications and the following:

MATERIALS

Precast Concrete Manholes:
Manholes shall include precast concrete sections designed for AASHTO HS-20 loading. Manhole diameters shall meet dimensions as shown on the Drawings.

Precast Manhole Components shall meet ASTM C478. The date of manufacture and the name or trademark of the manufacturer shall be clearly marked on each precast section.

Wall Sections shall be no less than 5 inches thick.

Base Section shall be precast monolithic construction with shiplap joints and steps.

Barrel Sections (Manhole Risers) shall be precast with shiplap joints and steps.

Top Sections shall be precast eccentric cone with shiplap joints and steps. Use flat covers only if shown on Drawings and for structure less than 5' deep.

Steps shall be copolymer polypropylene reinforced with Grade 60 steel reinforcement metal rod. Steps must meet OSHA requirements and have a minimum outside width of 14.5 inches. Manhole sections shall contain manhole steps accurately positioned and embedded in the concrete extending a minimum 5 inches from the wall. The steps shall be manufactured from deformed 1/2 inch steel reinforcement rod complying with ASTM A615 and encased in polypropylene complying with ASTM D4101. Include pattern design to prevent lateral slippage off step.

Pipe to manhole connections shall be made with a watertight premolded elastomeric flexible boot consisting of high quality synthetic rubber with stainless steel straps and expander. Internal expander and external take-up clamps shall be 304 series non-magnetic stainless steel. The bolt assembly shall be 305 series non-magnetic stainless steel.

The exterior surfaces of all precast manhole bases, walls, and cones shall be given a minimum of two shop coats of bituminous dampproofing using cutback asphalt, AASHTO M81 or M82, Asphalt emulsion AASHTO M140 or approved equal, at 5 gallons per 150 square feet minimum per coat. In no case shall the thickness per coat be less than that recommended by the manufacturer.

Joint sealants shall be butyl rubber sealant with one inch diameter flexible rope form meeting all requirements of AASHTO M198 and ASTM C990 section 6.2.1A. Butyl mastic shall not be acceptable.

Casting shall be Type A frame with the cover embossed with the word "SEWER".

Interior Drop Manhole Chimney:
Interior drop manhole chimneys shall be constructed in accordance with the Construction Detail for "Interior Drop Sewer Manhole (SMH)" as shown on the plans using approved contract pipe and fittings. All pipe and fittings for the drop pipes shall be of the same type and class as the mainline PVC pipe.

Masonry Inverts:
Brick shall be sound, hard, and uniformly burned brick, regular and uniform in shape and size, of compact texture, and satisfactory to the Engineer. Rejected brick shall be immediately removed from the work and brick satisfactory to the Engineer substituted.

Sewer Invert: ASTM C32, Grade SS
Grade Adjustment: ASTM C32, Grade MS
Mortar shall be Type M, ASTM C270 composed of (by volume):

1 Part: Portland Cement - Type II; ASTM-C150
1/3 Part: Type S lime; ASTM C207
4 Part: Sand, ASTM C33
Provide brick and mortar inverts only. Concrete inverts will not be acceptable.

LEAKAGE TESTING

Manhole Inspections: Given ample notice, Engineer will conduct his observation of manholes prior to the performance of leakage tests. If the observations are not completed before leakage testing, and subsequent modifications are made to a manhole, the manhole shall be retested for leakage.

No credit will be given for absorption of water in manhole walls. If necessary, fill pipes and manholes with water well in advance of exfiltration test and allow them to soak in order to eliminate or minimize the effects of absorption.

All tests shall be observed by the Engineer.

Exfiltration Test for Manholes
Plug pipes into and out of MH and secure plugs.
Lower groundwater table (GWT) to below MH. Maintain GWT at this level throughout test. Provide means of determining GWT level at any time throughout test.
Fill manhole with water to top of cone.
Allow a period of time for absorption (determined by Contractor).
Refill top of cone.

Determine volume of leakage in an 8 hour (min.) test period and calculate rate.
Acceptable leakage rate: Not more than 1 gallon per vertical foot per 24-hours.
Engineer reserves the right to require an infiltration test

Vacuum Test for Manholes
Manholes may be vacuum tested in lieu of exfiltration test. Vacuum tests must be accomplished prior to backfilling the manhole and constructing the manhole inverts and benches. All pipe connections shall be made prior to the test.

Test Procedure:

Plug pipe openings and securely brace the plugs and pipe.

Set the tester onto the top section of the manhole and inflate the compression band to effect a seal between the structure and the vacuum base.

Connect the vacuum pump to the outlet port, open the valve, start the motor and draw a vacuum of 10 inches of Hg (Mercury).

Close the valve and monitor the vacuum gauge.

The test shall pass if the vacuum holds at 10 inches of Hg or drops no lower than 9 inches of Hg with the following times:

Depth of Manhole	Time
0 feet to 10 feet	3 min.
10 feet to 15 feet	3.5 min.
15 feet to 20 feet	4 min.
20 feet to 25 feet	4.5 min.
Greater than 25 feet	5 min.

If the vacuum drops in excess of the prescribed rate, locate the leak, make proper repairs, and retest the manhole.

If the unit fails the test after repair, the unit shall be water exfiltration tested.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 210. Sanitary Sewer Manhole, will be measured and paid for at the Contract unit price per each, regardless of depth, which price shall include the manhole, steps, seals, brick inverts, waterproofing, backfill, gravel foundation, all labor, material, equipment and incidental costs required to complete the work.

Item 210.01 Sanitary Sewer Interior Drop Manhole, will be measured and paid for at the Contract unit price per each, regardless of depth, which price shall include the manhole, steps, interior piping, brackets, seals, brick inverts, waterproofing, backfill, gravel foundation, all labor, material, equipment and incidental costs required to complete the work.

In the event where a sanitary structure is tested and found to be inadequately sealed, the contractor shall make the necessary modifications to ensure a watertight seal. This shall be repeated if necessary until the structure passes testing. No additional payment will be made for each additional modification and test.

Contractor shall provide AS-BUILTS to the Engineer and the Town of Medfield with manhole locations and rim and invert elevation, including GIS data. The cost for producing the AS-BUILTS shall be considered incidental to this item.

The concrete collar and setting of the castings shall be considered incidental to Item 210. and 210.01 respectively, and shall be included in the Contract unit price bid.

Frame and covers will be paid for separately under Item 222.3.

Hot mix asphalt trench patching will be paid for under Item 451.

ITEM 222.3 FRAME AND GRATE (OR COVER) EACH
MUNICIPAL STANDARD

The work under these items shall conform to the relevant provisions of Subsection 201 and 220 of the Standard Specifications and the following:

MATERIALS

Shop Drawings for frame and grates or covers must be submitted to the Town for approval prior to ordering the castings.

Drain Manhole Frame & Covers

Drain manhole frame and cover shall be grey iron casting conforming to ASTM A48, heavy duty, with the word "DRAIN" embossed on the cover. Letter size shall be three inches (3 in.). Frame and cover shall have a minimum clear opening of 24 inches and have a minimum weight of 475 pounds. Frame and cover shall be HS20 rated.

Sewer Manhole Frame & Covers

Sewer manhole frame and cover shall be grey iron casting conforming to ASTM A48, heavy duty, with the word "SEWER" embossed on the cover. Letter size shall be three inches (3 in.). Frame and cover shall have a minimum clear opening of 24 inches and have a minimum weight of 475 pounds. Frame and cover shall be HS20 rated.

Catch Basin Frame & Grates

Catch basin frame and grates shall be cast iron, conforming to ASTM A48, Class 30. Where located in accessible ways, grate openings shall meet the requirements of federal, state, and local regulations adopted under the Americans with Disabilities Act (ADA). Frame and grates shall be HS20 rated.

CONSTRUCTION

Casting frames shall be set in a full mortar bed with bricks, a maximum of 8 inches thick. All castings shall be set in full concrete collar.

Existing frames and grates or covers from existing structures shown on the drawings to be changed in type shall be removed and stacked unless, in the judgement of the Engineer, they are unsuitable for salvage. Unsuitable frames, grates and cover shall become the property of the Contractor and shall be removed, transported, and disposed. New frames, grates and covers shall be furnished and installed for new structures and change in type structures.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 222.3 will be measured and paid for at the contract unit price each, which price shall include all labor, materials, equipment and other incidental costs required to complete the work.

The concrete collar and setting of the castings will be paid for under manhole and catch basin items.

ITEM 248.08	**8 INCH DUCTILE IRON SANITARY SEWER PIPE**	**FOOT**
ITEM 250.08	**8 INCH POLYVINYL CHLORIDE SANITARY SEWER PIPE**	**FOOT**
ITEM 251.1	**SANITARY SEWER CLEANOUT**	**EACH**
ITEM 254.08	**8 INCH SEWER PIPE INSULATION**	**FOOT**
ITEM 254.081	**8 INCH SEWER TRENCH INSULATION BOARD**	**FOOT**

The work under this item shall conform to the relevant provisions of Subsection 230 of the Standard Specifications and the following:

INSPECTION

The manufacturer/supplier is responsible for the provisions and all test requirements specified in ASTM D3034 for SDR 35 gravity pipe and ASTM D2241 for PVC pressure rated sewer pipe. In addition, all PVC pipe may be inspected at the plant for compliance with these specifications by

an independent testing laboratory selected and paid by the Owner. The Contractor shall require the manufacturer's cooperation in these inspections.

Inspection of the pipe may also be made after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the specification requirements, even though pipe samples may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall be removed from the site at once.

DELIVERY, STORAGE & HANDLING

All materials shall be adequately protected from damage during transit. Pipes shall not be dropped.

All pipe and other appurtenances shall be inspected before placement in the work and any found to be defective from any cause, including damage caused by Handling, and determined by the Engineer to be unrepairable, shall be replaced at no cost to the Owner.

Storage and handling of pipes, manholes and other sewer system appurtenances shall be in accordance with the manufacturer's recommendations, subject to the approval of the Engineer.

MATERIALS

PVC Gravity Sewer Pipe:
Pipe shall meet the requirements of ASTM D3034 with push-on joints per ASTM D3212. Pipe gaskets per ASTM F477, elastomeric seals. Use Nitrile gaskets in contaminated soil areas. Materials to equal or exceed cell class 12454 or 12364 as defined in ASTM D1784.

PVC pipe shall be SDR 35 grade.

Provide fittings of same type and class of materials as pipe, unless specified. Provide commercially manufactured wyes or tee/wyes for service connections and manhole inside drop connections. Provide fittings with single piece gasket. Use nitrile gaskets in contaminated soils areas.

PVC pipe shall have an integral wall bell and spigot push-on joint with elastomeric gaskets secured in place in the bell of the pipe. The bell shall consist of an integral wall section with a solid cross section elastomeric gasket, factory assembled, securely locked in place to prevent displacement during assembly. Elastomeric gaskets shall conform to ASTM D3212.

Spigot pipe ends shall be supplied with bevels from the manufacturer to ensure proper insertion. Each spigot end shall have an “assembly stripe” imprinted thereon to which the bell end of the mated pipe will extend upon proper joining of the two pipes.

Ductile Iron Gravity Sewer Pipe:
Pipe shall meet the requirements of ASTM A746, Extra Heavy type, bell and spigot end, with epoxy lining per Manufacturer’s recommendation.

Ductile iron pipe joints shall be push-on rubber gasket joint type, meeting requirements of ANSI A21.11. Push-on joints shall be provided with required gaskets, lubricants and accessories conforming to ANSI A21.11/AWWA C111.

Ductile Iron Pipe Fittings shall conform to the following:

1. All ductile iron pipe fittings shall conform to ANSI/AWWA C110/A21.10 gray and ductile iron Standard fittings or ANSI/AWWA C153/A21.53-84 ductile iron compact fittings 3 inch through 16 inch. The ductile iron compact fittings shall be marked in accordance with Sec. 53-11, which states that the fittings shall have distinctly cast on them the identity of this standard, C153; the pressure rating, 350 psi; nominal diameter of openings; manufacturer's identification; the country where cast; the letters "DI" or word "Ductile"; and the number of degrees or fraction of the circle on all bends.
2. The type of fittings for pipe and valve connections shall be determined by the Contractor in accordance with the requirements shown on the Drawings prior to ordering the fittings.
3. All fittings shall be epoxy lined and coated as specified for pipe.

Couplings

Sewer Couplings shall be elastomeric polyvinylchloride gasket conforming to ASTM C564.

The coupling sleeve shall be pressure rated at least equal to that of the pipe.

The sleeve shall fit snugly onto the pipe to be joined and be resistant to common chemicals present in sewerage and storm water. Adjustable pipe clamps shall consist of a slotted band that mates with the worm gear screw and a screw housing all manufactured of stainless steel, and suitable for underground service.

Underground Pipe Insulation

Pipe insulation shall be installed in locations indicated on the plans and when sewer main cannot be installed with at least 4 feet of cover, unless otherwise indicated on the plans or directed by the Engineer.

Wrapped pipe insulation shall be polyurethane closed-cell foam completely encapsulated on each required section of piping. Insulation thickness shall be 2-inch, as indicated on the plans and as directed by the Engineer. Pipe insulation shall be installed with waterproof jacket with a self-sealing membrane for protecting the underground insulation system.

Board insulation shall be used across the width of the trench as shown on the plans and directed by the Engineer. Insulation shall be extruded polystyrene board insulation with a minimum thickness of 1-inch. The insulation boards shall be butted closely together along the trench at the locations required.

PVC Sewer Cleanout with Frame & Cover

PVC Sewer Cleanouts shall include threaded cap insert as shown on the plans and details.

Cleanout frame and cover shall be heavy duty cast iron conforming to ASTM A48 / A48M-03 specifications. Covers shall be close fitting and substantially dirt-tight. The top of the cover shall be flush with the top of the frame rim. The word “SEWER” or “S” shall be cast in the top surface of the cover. Casting shall be set in a concrete collar as shown on the plans.

Buried Warning and Identification Tape:
Warning Tape Color Code: Green - Sanitary Sewer Systems

Aluminum core plastic encased warning tape manufactured specifically for warning and identification of buried utility lines. Provide tape on rolls, 6-inch minimum width, color coded as specified for intended utility with
warning and identification imprinted in bold black letters continuously over the entire tape length. Color and printing shall be permanent, unaffected by moisture or soil. Minimal thickness shall be 0.003-inch. Tape shall have a minimum strength of 1,500 pounds per square inch lengthwise, and 1,250 pounds per square inch crosswise, with a maximum 350 percent elongation.

CONSTRUCTION METHODS

All sewer pipe shall be laid accurately to the lines and grades shown in the Drawings and in conformance with pipe manufacturer's recommended procedures.
Notch under pipe bells and joints, where applicable, to provide for uniform bearing under entire length of pipe.

Laying Pipe:
Each length of pipe shall be laid with firm, full and even bearing throughout its entire length, in a prepared trench. Pipe shall be laid with bells upgrade unless otherwise approved by the Engineer. Do not permanently support pipes on bells.

Every length of pipe shall be inspected and cleaned of all dirt and debris before being laid. The interior of the pipe and the jointing seal shall be free from sand, dirt and trash. Extreme care shall be taken to keep the bells of the pipe free from dirt and rocks so that joints may be properly lubricated and assembled. No pipe shall be trimmed or chipped to fit.

No length of pipe shall be laid until the proceeding lengths of pipe have been thoroughly embedded in place, to prevent movement or disturbance of the pipe alignment.

All piping shall be laid in the dry with the spigot ends pointing in the direction of flow. Installation shall proceed from the downstream to upstream in all cases.

Pipe Extension:
Where an existing pipe is to be extended, the same type of pipe shall be used, unless otherwise approved by the Engineer.

Full Lengths of Pipe:

Only full lengths of pipe shall be used in the installation except that partial lengths of pipe may be used at the entrance to structures, and to accommodate the required locations of service connection fittings.

Pipe Entrances to Structures:
All pipe entering structures shall be cut flush with the inside face of the structure, and the cut ends of the pipe surface within the structure shall be properly rounded and finished so that there will be no protrusion, ragged edges or imperfections that will impede or affect the hydraulic characteristics of the sewage flow. The method of cutting and finishing shall be subject to the approval of the Engineer.

Connections to new precast concrete manholes shall include new boot type flexible connector consisting of a rubber gasket or boot, metal expansion ring and double metal take-up clamps. Rubber boots and gasket material shall meet or exceed ASTM C-923. Provide compression type flexible connector cast into manhole wall.

Protection During Construction:
The Contractor shall protect the installation at all times during construction, and movement of construction equipment, vehicles and loads over and adjacent to any pipe shall be performed at the Contractor's risk.

At all times when pipe laying is not in progress, all open ends of pipes shall be closed by approved temporary water-tight plugs. If water is in the trench when work is resumed, the plug shall not be removed until the trench has been dewatered and all danger of water entering the pipe eliminated.

Water Pipe - Sewer Pipe Separation: When a sewer pipe crosses above or below a water pipe, the following procedures shall be utilized. The Contractor shall comply with these following procedures:

Horizontal Separation: Whenever possible sewers shall be laid at a minimum at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if:

a. It is laid in a separate trench, or if
b. It is laid in the same trench with the water mains located at one side on a bench of undistributed earth, and if
c. In either case the elevation of the top (crown) of the sewer is at least 18 inches below the bottom (invert) of the water main.

Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be varied to meet the above requirements, the water main shall be relocated to provide this separation or reconstructed with mechanical-joint pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

When it is impossible to obtain horizontal and/or vertical separation as stipulated above, both the water main and sewer shall be constructed of mechanical-joint cement lined ductile iron pipe or other equivalent based on water tightness and structural soundness. Both pipes shall be pressure tested by an approved method to assure water tightness or both pipes shall be encased in concrete.

Service Laterals and Fittings
Provide tee/wye or wye fittings on main line pipe and connect service connections to main line as shown on the Drawings.

Cap and stake ends of new service. Provide marker as indicated in Drawings. Assist Engineer in measurement of pipe installed and in obtaining swing ties to ends of leads.

Pipe Joints
Pipe shall be jointed in strict accordance with the Pipe manufacturer's instruction. Jointing of all pipes shall be done entirely in the trench. All joints shall be made water-tight.

Lubricant for jointing of PVC pipe shall be applied as specified by the pipe manufacturer. Use only lubricant supplied by the pipe manufacturer.

PVC Pipe shall be pushed home by hand or with the use of bar and block. The use of power equipment, such as a backhoe bucket, shall only be used at the direction of the manufacturer.

Field-cut pipe ends shall be cut square and the pipe surface beveled to the size and shape of a factory-finished beveled end. All sharp edges shall be rounded off.

TESTING OF SANITARY SEWERS

General Requirements: Test all sanitary sewer pipes after backfilling. Install all house service leads on main pipe before testing. Perform tests in presence of Engineer. A maximum of 1,000 feet of pipe may be installed but not tested at any time.

The Contractor shall notify the Engineer at least 48 hours prior to the start of testing. Testing shall only be performed in the presence of the Engineer.

Sections of pipe tested for infiltration and exfiltration prior to completion of the Contract shall be subject to additional leakage tests, if warranted, in the opinion of the Engineer and the Town of Medfield, prior to acceptance of the Work.

Gravity Sewer Leakage Test:
Use low-pressure air test in accordance with UNI-BELL PVC Pipe Association UNI-B-6. Minimum times for test shall conform to the more stringent requirement of the following table or the latest revision of Table 1 of UNI-B-6:

Minimum Specified Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q=0.0015.

				Specification Time for Length (L) Shown (min:sec)							
Pipe Dia. (in.)	Min. Time (min:sec)	Length for Min. Time (ft)	Time for Longer Length (sec)	100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft
6	5:40	398	.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	9:26	11:52	13:51	17:48
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46
48	45:34	50	54.705 L	91:10	136:45	182:21	227:55	273:31	319:06	364:42	410:17
60	56:40	40	85.476 L	142:28	213:41	284:55	356:09	427:23	498:37	569:50	641:04

Correction of Defective Work:
If leakage exceeds the specified amount, the Contractor shall make the necessary repairs or replacements required to permanently reduce the leakage to within the specified limit, and the tests shall be repeated until the leakage requirement is met.

PIPE DEFLECTION MEASUREMENT

Within 30-days of completion of the PVC pipe installation, test 100 percent of pipe with a Go/No-Go mandrel. The mandrel outside dimension shall be sized to 95% of the nominal pipe inside diameter. Mandrel dimensions shall be based the pipe installed or may be based on pipe ID from ASTM 3034 DR35/SDR21 or AWWA C900 DR18 as appropriate with Engineer approval and calculation based on UNI-TR-1:

Mandrel O.D. = ((100-5)/100) * base pipe ID

Any section of pipe found to exceed 7.5 percent deflection shall be deemed a failed pipe and shall be excavated and replaced by the Contractor at his own expense using materials and methods approved by the Engineer, and retest.

CLEANING AND REPAIR

The Contractor shall clean the entire sewer system of all debris and obstructions. This shall include removal of all formwork from structures, concrete and mortar droppings, construction debris and dirt. The system shall be thoroughly flushed clean and the Contractor shall furnish all necessary hose, pumps, pipe and other equipment that may be required for this purpose. No

debris shall be flushed into existing sewers, storm drains and or streams. After cleaning, the ends of each service lateral and the stub in Springs Road shall be capped for future connections.

All work of cleaning and repair shall be performed at no additional cost.

FINAL INSPECTION

Upon completion of the work, and before final acceptance by the Engineer, the entire sewer system shall be subjected to a final inspection in the presence of the Engineer. The work shall not be considered as complete until all requirements for line, grade, cleanliness, leakage tests and other requirements have been met.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 248.08, 8-inch Ductile Iron Sanitary Sewer Pipe, will be measured for payment by the Foot.

Item 250.08, 8-inch Polyvinyl Chloride Sanitary Sewer Pipe, will be measured for payment by the Foot.

Item 251.1, Sanitary Sewer Cleanout, will be measured for payment by the Each.

Item 254.08, 8-inch Sewer Pipe Insulation, will be measured for payment by the Foot.

Item 254.08, 8-inch Sewer Trench Insulation Board, will be measured for payment by the Foot.

Item 248.08 will be paid for at the Contract unit prices per Foot, which prices shall include all labor, materials, equipment, testing and incidental costs required to complete the work. Pipe shall be measured in place and the quantity to be paid for shall be the length actually constructed, as directed.

Item 250.08 will be paid for at the Contract unit prices per Foot, which prices shall include all labor, materials, equipment, testing and incidental costs required to complete the work. Pipe shall be measured in place and the quantity to be paid for shall be the length actually constructed, as directed.

Item 251.1 will be paid for at the Contract unit prices per Each, which prices shall include all labor, materials, equipment, testing and incidental costs required to complete the work. The cost for concrete collar shall be considered incidental to the item.

Item 254.08 will be paid for at the Contract unit prices per Foot, which prices shall include all labor, materials, equipment, and incidental costs required to complete the work. Length of insulation shall be measured in place along the length of pipe installed and the quantity to be paid for shall be the length actually constructed, as directed.

Item 254.081 will be paid for at the Contract unit prices per Foot, which prices shall include all labor, materials, equipment, and incidental costs required to complete the work. Length of insulation shall be measured in place along the length of trench where installed and the quantity to be paid for shall be the length actually constructed, as directed.

Contractor shall provide AS-BUILTS to the Engineer and the Town of Medfield with ties to all pipe ends, bends, tees, etc., including GIS data. The cost for producing the AS-BUILTS shall be considered incidental to Item 248.08 and 250.08.

ITEM 302.06	**6 INCH DUCTILE IRON WATER PIPE**	**FOOT**
ITEM 309.	**DUCTILE IRON FITTINGS FOR WATER PIPE**	**POUND**
ITEM 350.06	**6 INCH GATE AND GATE BOX**	**EACH**
ITEM 376.2	**HYDRANT REMOVED AND RESET**	**EACH**

The work under this section shall conform to the relevant provisions of section 300 of the Standard Specifications, the latest American Water Works Association standards and technical manuals related to water supply materials and installation and the following:

Medfield Department of Public Works shall be notified prior to starting construction of any portion of the municipal water system.

The closing of valves necessary for making connections with existing municipal system will be done by Medfield DPW employees, assisted by the Contractor. Sufficient notice shall be given to the Medfield DPW of planned connection. No allowance will be made for any delay in closing of valves. A 48-hour notice shall be given to residents or businesses affected by the shut-down, and shall be done by the Contractor under the direction of the Medfield DPW.

The Medfield DPW may establish the time of shutdown to be within the normal daily low demand period.

SUBMITTALS

The Contractor shall submit the names of the material suppliers, shop drawings and certificates of compliance to the Engineer for approval prior to ordering any materials, including Contractor's Material and Test Certificate (FM Global Form 85B).

AS-BUILT DRAWINGS

The Contractor shall submit As-Built Drawings upon completion and acceptance of work. As-Built Drawings shall be complete and shall indicate the true measurements and locations, horizontal and vertical, of all new construction. As-Built Drawings shall include a minimum of three ties to each gate valve box from fixed permanent objects. As-Built Drawings shall also contain any additional information required by the municipality, and shall be stamped with the seal of a Licensed Land Surveyor and Licensed Professional Engineer.

MATERIALS

Pipe and Fittings

Unless otherwise shown, all new water main shall be ductile iron cement lined designed in accordance with AWWA C150-96 and manufactured in accordance with AWWA standard C-151 or latest revision.

Unless otherwise specified, ductile iron pipe shall be special thickness class 52.

Unless otherwise specified, pipe shall be double cement-mortar lined in accordance with AWWA C104-95.

Rubber gaskets for push-on and mechanical joints shall conform to ANSI A21.11/AWWA C111, or latest revision.

Pipe shall be supplied in lengths not exceeding 20 feet. Each pipe and fitting shall have markings casted into the metal in accordance with ANSI A21.10/AWWA C110, including manufacturer's identification, country material was made in, pressure rating, nominal diameter and degrees or fraction of circle (for bends).

All fittings shall be ASTM A-536 ductile iron, cement lined, bitumen coated, and mechanical joint. All fittings 3" through 16" diameter shall meet or exceed the requirements of AWWA C-110. Compact fittings shall meet or exceed the requirements of AWWA C-153. All fittings shall be pressure rated at 350 PSI working pressure. All accessories shall conform to AWWA C-111.

Restrained Mechanical Joints

Wedge action mechanical joint glands shall be ductile iron ASTM A536 and shall be rated for a working pressure of 350 PSI.
Wedge action mechanical joint glands shall be installed following manufacturer's instructions.

Pipe and Fittings Installation

Care shall be taken in loading, transporting, and unloading to prevent injury to the pipes, fittings or coatings. Pipe and fittings shall not be dropped. All pipe or fittings shall be examined before laying and no piece shall be installed which is found to be defective. Any damage to the pipe coatings shall be repaired as directed by the Engineer. Any pipe found to be defective, before or after laying, shall be satisfactorily removed and replaced with sound pipe at no additional cost to the Owner.

All pipe and fittings shall be installed in conformance with AWWA Standard Specifications C600, except as otherwise provided herein. All pipe and fittings shall be sound and clean before laying and shall be laid on a shaped bedding providing uniform, firm support over the entire length of each section barrel. BLOCKING WILL NOT BE PERMITTED. The select bedding material shall be placed and tamped along the sides of the pipe to complete the bedding.
Pipe shall be laid with good alignment and at a uniform 5-foot depth to top of pipe below proposed grade except where extra depth is required to clear other utilities and to connect to existing pipes, valves or fittings. Joint deflection shall not exceed that recommended by the

manufacturer. Additional fittings shall be furnished and installed as required to cross existing utilities. Solid sleeves shall be used only where approved by the Engineer. Cast iron plugs shall be installed at all pipe ends and shall be included in fittings for payment.

When pipe laying is stopped for any length of time, including short periods, the open ends of the pipe and fittings shall be closed with a watertight plug or cap as approved by the Engineer.
Necessary pipe cutting shall be accomplished by power saw and shall leave a smooth cut at right angles to the axis of the pipe. Cut ends of pipe to be used with a push-on bell shall be beveled to conform to the manufactured spigot end. Cement lining shall be undamaged.

Push-on joints shall be made in strict accordance with the manufacturer's instructions. The rubber gasket shall be inserted in the groove of the bell end of the pipe, the joint surfaces cleaned and lubricated. The plain end of the pipe to be entered shall then be inserted in alignment with the bell of the pipe to which it is to be joined and pushed home with a jack or by other means. After jointing the pipe, a metal feeler shall be used to make certain that the rubber gasket is correctly located.

Mechanical joints shall be installed in accordance with the "Notes of Method of Installation" of ANSI A21.11 and the instructions of the manufacturer. The Contractor shall thoroughly clean the joint surfaces and rubber gasket with soapy water before tightening the bolts. Bolts shall be tight to the specified torques. Extension wrenches or pipe over handle or ordinary ratchet wrench shall not be used to secure greater leverage.

Gate Valves
Gate valves shall be resilient wedge vales conforming to AWWA C509-15 or AWWA C515-15 and shall be rated for 200 psi minimum working pressure and shall be shell tested at a minimum of 400 psi. Valves shall be Underwriters Laboratory (UL) and Factory Mutual (FM) approved. Stuffing boxes shall be of the O-ring type. The operating nut shall be standard AWWA 2-inch square. Buried valves shall have mechanical joint ends conforming to AWWA C111.

All valves shall **open right (clockwise)** as required by the local water and fire departments.
All valves shall be of the iron body type, bronze mounted, double disc parallel seal, non-rising stem type. All valves shall have an epoxy coated body.

Valve Boxes
Valve boxes shall be two-section, cast iron, heavy pattern adjustable type, with cast iron cover. The upper sections shall have a bottom flange of sufficient bearing area to prevent settling. The bottom section shall enclose the valve stuffing box and operating nut. Boxes shall be a minimum of 4 ½" diameter with of lengths adapted to 5-foot pipe cover or more and have a minimum of 4 inches of overlap in the most extended position. Covers shall have the word "WATER" cast in the top and shall be held in place with bronze bolts.

Couplings
Couplings shall be used to:
(1) repair split pipe or replace sections of damaged pipe;
(2) install or cut-in hydrants or valves into a water main;

(3) couple different pipe types; and
(4) correct misaligned pipe ends.

Couplings shall have a pressure rating of 250 psi or greater. Materials shall be manufactured in accordance with the following:

(1) Center and end rings: ASTM-A536
(2) Gaskets: ASTM D2000
(3) Bolts & Hex Nuts: AWWA C111

Couplings shall be epoxy-coated ductile iron.

CONSTRUCTION

Adjusting Boxes

Gate boxes and service boxes shall be adjusted to required grades and shall be securely held during backfilling. The contractor shall replace, at his own expense, any materials damaged by his method of adjustment and operations. If existing boxes are found to be in unacceptable condition as directed by the Engineer, they shall be removed and stacked and replaced with new materials.

Gate Boxes Removed and Stacked

Existing boxes designated to be removed on the Plans or as directed by the Engineer shall be removed and legally disposed of off-site.

Hydrants Removed & Reset

1. Hydrants shall be set plumb, shall have steamer nozzle facing the roadway and, in general, shall be set as shown in the Construction Details as indicated on the Drawings. The exact location, however, shall be determined by the Engineer with prior, final approval of the Medfield Water Department.
2. Fire hydrants will have a break away traffic flange. Fire hydrants will be installed so that the manufacturer's “bury” mark is at finished grade. If there is no bury mark, the breakaway shall be installed between 3” and 6” above finished grade.
3. All pipe and fittings shall be installed in conformance with AWWA Standard Specifications C600, except as otherwise provided herein. All pipe and fittings shall be sound and clean before laying and shall be laid on a shaped bedding providing uniform, firm support over the entire length of each section barrel. BLOCKING WILL NOT BE PERMITTED. The select bedding material shall be placed and tamped along the sides of the pipe to complete the bedding.
4. A drainage pit 2 feet 6 inches in diameter shall be filled with 0.5 cubic yard of 3/4-inch crushed stone and satisfactorily compacted. Additional stone shall be brought up and around 6 inches over the drain ports.
5. Each hydrant shall be set onto an 18”x18”x6” cement concrete base and shall be set in true

vertical alignment and properly braced. A concrete thrust block shall be placed between the back of the hydrant inlet and undisturbed soil at the end of the trench. Felt roofing paper shall be placed around hydrant elbow before placing concrete. Care shall be taken to ensure that concrete does not plug the drain ports.

6. Hydrants shall be so arranged that the direction of outlets may be turned 90 degrees without interference with the drip mechanism and without the mechanism obstructing the discharge from any outlet.
7. All iron work to be set below ground shall be thoroughly cleaned and painted with two coats of asphalt varnish specified in AWWA C502.
8. All iron work to be set below ground shall be thoroughly cleaned and painted with two coats of asphalt varnish specified in AWWA C502, and iron work to be exposed above ground shall be shop painted with two coats of paint of quality and color conforming to the present LRWU standard.
9. Final inspection and approval of hydrants shall be performed by the LRWU. The hydrants shall be thoroughly flushed out before final acceptance of the work.

Hydrant Installation

Hydrants shall be set at the locations shown on the drawings, or as directed by the Engineer, and bedded on a firm foundation. A drainage pit 2 feet 6 inches in diameter shall be back-filled with crushed stone in conformance to M2.01.1 and satisfactorily compacted. Additional stone shall be brought up and around 6 inches over the drain ports. Each hydrant shall be set in true vertical alignment and properly braced. A concrete thrust block shall be placed between the back of the hydrant inlet and undisturbed soil at the end of the trench. Felt roofing paper shall be placed around hydrant elbow before placing concrete. Care shall be taken to insure that concrete does not plug the drain ports. Hydrant paint shall be touched up as required after installation.

Thrust Restraints

Thrust restraints shall be installed at all tees, bends, plugs, caps, tapping sleeves and other locations as directed by the Engineer in accordance with the dimensions and details shown on the plans.

Whenever water pipes can be placed against undisturbed earth, concrete thrust blocks may be installed. The back of thrust blocks shall be placed against undisturbed earth and the sides shall be formed. Felt roofing paper shall be placed to protect pipe joints. Concrete shall not be placed over bolts or nuts, or in a manner which prevents the removal of joints.

Concrete shall have a minimum strength Class of 3,000 psi.

Whenever water pipes are installed within fill sections, the Contractor shall use mechanical restrained joint pipe and wedge-type mechanical joint restraints rated for 350 psi.

Restrained Joints

Pipe with restrained joints shall be installed in all areas where the pipe is within fill materials and also at locations shown on the Drawings. Restrained joints shall be installed at bends, reducers, tees, valves, dead ends, and hydrants. The minimum length of pipe to be restrained on either side of the joint shall be as shown on the table below. The fittings of the new piping shall be for restrained joints, as marked on the Drawings.

Fitting	Number of Joints to Restrain on Either Side of Fitting (Based on 18-Foot Pipe Length)
90 degree bend	3
45 degree bend	2
22-1/2 degree bend	2
Tee:	
Branch	3
Run	2

No restraining is required in the direction of the existing pipe if only a short length of it is exposed in the trench for making a connection.

Restrained joint assemblies for push-on pipe and fittings shall be made in strict accordance with the manufacturer's recommended installation procedures.

Restrained joint assemblies for mechanical joint pipe shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10.

TESTING AND DISINFECTION

Approval of Pressure Testing and Disinfection Plan
The Contractor shall submit a plan and description of the procedures for pressure testing and disinfection for approval by LRWU and the Engineer prior to performing the work. The Contractor shall notify the LRWU and the Engineer 48 hours prior to testing and disinfection.

Pressure Testing
Pressure testing shall be conducted by a certified independent water testing company after thrust block have cured to the required 3000 psi strength. The Contractor shall provide all necessary equipment and conduct hydrostatic pressure and leakage tests on the new water system installed under the Contract in conformance with AWWA 600, the regulations of the Massachusetts State Board of Health and the following:

Prior to testing, the entire pipe section shall be flushed to remove any rocks or debris which may have inadvertently entered the pipe during construction. The water system shall be subjected to a hydrostatic pressure of 200 psi and this pressure shall be maintained for at least one hour. The leakage test shall be conducted at a pressure of 150 psi and this pressure shall be maintained for at least two hours.

Permitted leakage shall conform to AWWA C600. Leaks exceeding this standard shall be located and all defective pipes, fittings, pipe joints, valves and other material removed and replaced with new material to correct the leak, as directed by the Engineer, at no additional cost to the Owner.

All testing shall be done in a manner which prevents the entrance of contaminated water or pollutants into the existing water system.

Disinfection

Before being placed in service, all new water pipe shall be chlorinated in accordance with ANSI/AWWA C651 Standard for Disinfecting Water Mains.

The location of the chlorination and sampling points will be determined by the Engineer in the field. Taps for chlorination and sampling shall be installed by the Contractor. The Contractor shall uncover and backfill the taps as required.

The pipe section being disinfected shall be flushed to remove discolored water and sediment from the pipe. A 25 mg/l chlorine solution in approved dosages shall be inserted through a tap at one end while water is being withdrawn at the other end of the pipe section. The chlorine concentration in the water in the pipe shall be maintained at minimum 25 mg/l available chlorine during filling. To assure that this concentration is maintained, the chlorine residual shall be measured at regular intervals in accordance with procedures described in Standard Methods and AWWA M12, Simplified Procedure for Water Examination, Section K.

During the application of the chlorine, valves shall be manipulated to prevent the treatment dosage from flowing back into the pipe supplying the water. Chlorine application shall not cease until the entire pipe section is filled with chlorine solution. The chlorinated water shall be retained in the pipe for at least a twenty-four hour period. The treated water shall contain a chlorine residual throughout the length of the pipe section as indicated in AWWA C651. Following the chlorination period, all treated water shall be flushed from the pipe section and replaced with water from the distribution system in accordance with the FM Global Data Sheet, section 2.1.5.8, Flushing Underground Mains. Prior to disposal of treated water the Contractor shall check with local authorities to determine if the discharge will cause damage to the receiving body or sewer and, if required, the Contractor shall neutralize the chlorinated water in accordance with Appendix B, AWWA C650. Bacteriological sampling and analysis of the replacement water may then be made by the Contractor in full accordance with AWWA Specification C651. A minimum of three samples shall be taken by the Contractor at locations directed by the Engineer along the length of water pipe being chlorinated and sent to a State approved private laboratory for analyses. The Contractor shall re-chlorinate if the samples show presence of Coliform, and the pipe section shall not be placed in service until all the repeat samples show no presence of Coliform.

Furnish two copies of a Certificate of Disinfection Report to LRWU and the Engineer.
The Contractor shall pay all costs for all testing, flushing, chlorinating; laboratory analyses, sampling, water supply and municipal charges.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

Item 302.06 shall be measured by foot from fitting, coupling, or valve to fitting, coupling or valve along the centerline of the pipe. Item 302.06 shall be paid for at the contract unit price per foot for all materials, labor, transportation, and other incidental costs associated with the construction.

Item 309 shall be measured by pound, and shall be paid for at the contract unit price per pound for all materials, labor, transportation, and other incidental costs associated with the construction.

Items 350.06 and 376.2 shall be measured by each complete in place and shall be paid for at the contract unit price per each for all materials, labor, transportation, and other incidental costs associated with the construction.

No separate payment will be made for excavation, dewatering, insulation, abandonment of existing pipes, sampling, flushing, testing and disinfection, or coordination with others but all costs in connection therewith shall be included in the unit prices for the respective bid items.

Gravel Borrow, Ordinary Borrow, Controlled Density Fill, Concrete and Crushed Stone shall be paid for separately under their respective items.

Concrete thrust blocks will be paid for under Item 903.

ITEM 507.15 GRANITE CURB TYPE T-100 – TRAVERSABLE - CURVED FOOT

The work under this item shall conform to the relevant provisions of Section 501 of the Standard Specifications and the following:

Granite curb type T-100 shall be constructed as shown in the plans. Any designated cement concrete that is acceptable to the engineer under Section M4 of the Standard Specifications shall be used for the footing and shall be placed on three sides of the curbing.

Granite curb type T-100 shall be supplied in consistent lengths of approximately 6 feet. No pieces shorter than four feet shall be allowed. The curb shall be cut to the required curvature. The beveled edge of the traversable granite curb should be clean cut at an angle as detailed. Surface wind marks or jagged edges will not be allowed.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 507.15 will be measured for payment by the Foot of granite curb installed, complete in place.
Measurements will be taken along the front of the curb.

Item 507.15 will be paid for at the Contract unit price per Foot, which price shall include all labor, materials, equipment, concrete, and incidental costs required to complete the work.

ITEM 697.1 **SILT SACK** **EACH**

Work under this item shall conform to the relevant provisions of Subsections 227 and 670 of the Standard Specifications and the following:

The work under this item includes the furnishing, installation, maintenance and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

CONSTRUCTION

Silt sacks shall be installed in retained existing and proposed catch basins and drop inlets within the project limits and as required by the Resident Engineer.

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions, and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the Engineer.

Silt sacks shall remain in place until the placement of the pavement overlay or top course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and disposed of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the Department.

When emptying the silt sack, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractors expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device.

All debris accumulated in silt sacks shall be handled and disposed of as specified in Section 227 of the Standard Specifications

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Silt sacks will be measured and paid at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for removal and disposal of the sediment from the insert, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 698.3 GEOTEXTILE FABRIC FOR SEPARATION SQUARE YARD

The work under this item shall conform to the requirements of Section M9.50.0 of the Standard Specifications and the following:

The work under this item includes the furnishing and installation of geotextile fabric under the stabilized construction exits and stone for pipe ends, as shown on the plans.

At locations of fabric installation, the subgrade shall first be graded and compacted. All rocks, vegetation, and other obstructions shall be removed before placement of fabric. The fabric shall be installed and fastened in place in conformance with the manufacturer's recommendations for each type of condition listed above.

Fabric shall conform to the requirements of AASHTO M288-Class 3 for Separation.

METHOD OF MEASUREMENT

Item 698.3, Geotextile Fabric for Separation, will be measured for payment per Square Yard, complete in place; any overlaps shall be measured as a single layer of cloth.

BASIS OF PAYMENT

Item 698.3, Geotextile Fabric for Separation, will be paid for at the Contract unit price per Square Yard, which price shall include all labor, tools, material, equipment and incidental costs required to complete the work.

ITEM 701.3 CEMENT CONCRETE SPLITTER ISLAND SQUARE YARD

ITEM 701.4 STAMPED CEMENT CONCRETE TRUCK APRON SQUARE YARD

The work under this item shall conform to the relevant provisions of Sections 476, 701 and 901 of the Standard Specifications and the following:

The depth of concrete median splitter islands shall be 4 inches as shown on the plans.

The depth of stamped concrete for the truck apron shall be 8 inches as shown on the plans.

Stamped cement concrete truck apron shall contain a 6-inch by 6-inch W1.4 x W1.4 welded steel as shown on the plans.

The stamped cement concrete shall integrally colored (i.e., incorporated through-out the mix) with the color specified below.

Prior to ordering materials, the Contractor shall submit to the Engineer and Town of Medfield for approval, color samples and stamped concrete pattern options of each cement concrete type. Samples of other materials to be used and samples for testing shall be submitted as requested by the Engineer.

A 4 foot by 4 foot cured "mock up" shall be constructed for review and approval by the Engineer in consultation with the Town of Medfield.

MATERIALS

Colored Admixture for integrally colored concrete shall be:

A. colored, water-reducing, admixture containing no calcium chloride with coloring agents that are lime proof and UV resistant. Colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494, and AASHTO M194.

B. Color shall be selected by the Town of Medfield after review of color samples provided by the Contractor.

C. Curing Compound for Integrally Colored Concrete: Curing compound shall comply with ASTM C309, be suitable for exterior use and of same manufacturer as colored admixture, for use with integrally colored concrete.

Concrete Color
Cement: Color shall be white.

Sand: Color shall be locally available natural sand

Colored Admixture: Color Base as selected by the Town of Medfield.

Colored Hardener: Color Hardener as selected by the Town of Medfield.

Stamp/Imprinting Pattern: Use a custom stamp pattern on the surface of the reinforced cement concrete truck apron. The stamp pattern shall be selected by the Town of Medfield after review of available stamp patterns provided by the contractor.

Powder Antiquing Release Agent: As selected by Engineer from manufacturer's standard colors.

Curing Compound: Curing & sealing compound shall be as per the manufacturers' recommendations.

Application
Concrete mix design:

Minimum Cement Content: 5 sacks per cubic yard of concrete.

Slump of concrete shall be consistent throughout Project at 4-inches or less. At no time shall slump exceed 5-inches. If super plasticizers are allowed, slump shall not exceed 8-inches.

Do not add calcium chloride to mix as it causes mottling and surface discoloration.

Supplemental admixtures shall not be used unless approved by manufacturer.

Add colored admixture to the mix according to manufacturer's written instructions in premeasured bags, not by weight of cement content.

CONSTRUCTION

Install concrete according to requirements of Division 3 Section "Cast-In-Place Concrete."

Do not add water to the mix in the field.

Surfaces shall be uniformly stamped/imprinted, applying the pattern according to the tool manufacturer's instructions. Touch-up pattern and finish edges with hand tools as necessary.

Apply curing and sealing compound for integrally colored concrete according to manufacturer's instructions using manufacturer's recommended application techniques. Apply curing and sealing compound at consistent time for each pour to maintain close color consistency. Curing compound shall be same color as the colored concrete and supplied by same manufacturer of the colored admixture.

Precautions shall be taken in hot weather to prevent plastic cracking resulting from excessively rapid drying at surface as described in CIP 5 *Plastic Shrinkage Cracking* published by the National Ready Mixed Concrete Association. Do not cover concrete with plastic sheeting.

Minor variations in appearance of colored concrete, which are similar to natural variations in color and appearance of uncolored concrete, are acceptable.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Items 701.3 and 701.4 will be measured by the square yard of surface, complete in place.

Items 701.3 and Item 701.4 will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

No separate payment will be made for the joint sealer or backer rods, wire mesh, but all costs in connection therewith shall be included in the unit price bid.

No separate payment will be made for the submittal of samples or preparation of the "mock up". All costs in connection therewith shall be included in the unit price bid.

ITEM 756. NPDES STORM WATER POLLUTION PREVENTION PLAN LUMP SUM

This Item addresses the preparation and implementation of a Storm Water Pollution Prevention Plan required by the National Pollutant Discharge Elimination System (NPDES) and applicable Construction General Permit (CGP) issued by the U.S. Environmental Protection Agency (EPA).

Pursuant to the Federal Clean Water Act, construction activities which disturb one acre or more are required to apply to the EPA for coverage under the NPDES General Permit for Storm Water Discharges from Construction Activities. On February 16, 2012 (77 FR 12286), EPA issued the final NPDES Construction General Permit (CGP) for construction activity. The Contractor shall be fully responsible for compliance with the CGP. Should a fine or penalty be assessed against it, or MassDOT, as a result of a local, state, or federal enforcement action due to non-compliance with the CGP, the Contractor shall take full responsibility.

The NPDES CGP requires the submission of a Notice of Intent (NOI) to the EPA prior to the start of construction (defined as any activity which disturbs land, including clearing and grubbing). There is a fourteen (14) day review period commencing from the date on which EPA enters the Notice into their database. The Contractor is advised that, based on the review of the NOI, EPA may require additional information, including but not limited to, the submission of the Storm Water Pollution Prevention Plan (SWPPP) for review. Work may not commence on the project until final authorization has been granted by EPA. Any additional time required by EPA for review of submittals will not constitute a basis for claim of delay.

In addition, if the project discharges to an Outstanding Resource Water, vernal pool, or is within a coastal ACEC as identified by the Massachusetts Department of Environmental Protection (DEP), a separate notification to DEP is required. DEP may also require submission of the Storm Water Pollution Prevention Plan for review and approval. Filing fees associated with the notification to DEP and, if required, the SWPPP filing to DEP shall be paid by the Contractor.

The CGP also requires the preparation and implementation of a SWPPP in accordance with the afore-mentioned statutes and regulations. The Plan will include the CGP conditions and detailed descriptions of controls of erosion and sedimentation to be implemented during construction. It is the responsibility of the Contractor to prepare the SWPPP to meet the requirements of the most recently issued CGP. The Contractor shall submit the Plan to the Engineer for approval at least four (4) weeks prior to any site activities. It is the responsibility of the Contractor to comply with the CGP conditions and the conditions of any state Wetlands Protection Act Order, Water Quality Certification, Corps of Engineers Section 404 Permit and other environmental permits applicable to the project and to include in the SWPPP the methods and means necessary to comply with applicable conditions of said permits (reference to Part 9.1.1 of the 2012 CGP).

It is the responsibility of the Contractor to complete the SWPPP in accordance with the EPA CGP, provide all information required, and obtain any and all certifications as required by the CGP. Any amendments to the SWPPP required by site conditions, schedule changes, revised work, construction methodologies, and the like are the responsibility of the Contractor. Amendments will require the approval of the Engineer prior to implementation.

Included in the CGP conditions is the requirement for inspection of all erosion controls and site conditions on a weekly basis as well as after each incidence of rainfall exceeding 0.25 inches in twenty-four hours. For multi-day storms, EPA requires that an inspection must be performed during or after the first day of the event and after the end of the event. The CGP requires that inspections be performed by a qualified individual. MassDOT requires proof of completion of a 4 hour minimum sedimentation and erosion control training class current to the latest CGP. This individual can be, but not limited to, someone that is either a certified inspector, certified professional, or certified storm water inspector. The documentation shall be included as an appendix in the SWPPP. The Engineer must approve the contractor's inspector. This individual shall be on-site during construction to perform these inspections. In addition, if the Engineer determines at any time that the inspector's performance is inadequate, the Contractor shall provide an alternate inspector. Written weekly inspection forms, storm event inspection forms, and Monthly Summary Reports must be completed and provided to the Engineer. Monthly Summary Reports must include a summary of construction activities undertaken during the reporting period, general site conditions, erosion control maintenance and corrective actions taken, the anticipated schedule of construction activities for the next reporting period, any SWPPP amendments, and representative photographs.

The Contractor is responsible for preparation of the Plan, all SWPPP certifications, inspections, reports and any and all corrective actions necessary to comply with the provisions of the CGP. Work associated with performance of inspections is not included under this Item. The Standard Specifications require adequate erosion control for the duration of the Contract. All Control measures must be properly selected, installed, and maintained in accordance with manufacturer specifications and good engineering practices. If periodic inspections or other information indicates a control has been used inappropriately or is no longer adequate, it is the responsibility of the Contractor to replace or modify the control for site conditions at no additional cost to the Department. Contractor must maintain all control measures and other protective measures in effective operating condition and shall consider replacement of erosion controls for each construction season.

This Item addresses acceptable completion of the SWPPP, any revisions/amendments required during construction, and preparation of monthly reports. In addition, any erosion controls beyond those specified in bid items elsewhere in this contract which are selected by the Contractor to facilitate and/or address the Contractor's schedule, methods and prosecution of the work shall be considered incidental to this item.

The Contractor is advised The CGP provides specific requirements for temporary and final stabilization. This shall be incorporated into the project schedule. The permit defines specific deadline requirements for Initial Stabilization ("immediately", i.e., no later than the end of the next work day following the day when earth-disturbing activities have temporarily or

permanently ceased) and for Complete Stabilization Activities (no later than 14 calendar days after the initiation of stabilization). Stabilization criteria for vegetative and non-vegetative measures are provided in the CGP.

The CGP requires the submission of a Notice of Termination (NOT) from all operators when final stabilization has been achieved, as well as removal and proper disposal of all construction materials, waste and waste handling devices, removal of all equipment and construction vehicles, removal of all temporary stormwater controls, etc. . Approval of final stabilization by the Engineer and confirmation of submission of the NOT will be required prior to submission of the Resident Engineer's Final Estimate. The permittee is required to use EPA's electronic NOI system or "eNOI system" to prepare and submit NOT. The electronic NOT form can be found at https://www.epa.gov/npdes/stormwater-discharges-construction-activities#ereporting . If you are given approval by the EPA Regional Office to use a paper NOT, you must complete the form in Appendix K of the 2012 CGP.

COMPENSATION

Payment for all work under this Item shall be made at the contract unit price, lump sum, which shall include all work detailed above, including Plan preparation, required revisions, revisions/addenda during construction, monthly reports and filing fees.

Payment of fifty (50) % of the contract price shall be made upon acceptance of the Stormwater Pollution Prevention plan. Payment of forty (40) % of the contract price shall be made in equal installments for implementation of the Stormwater Pollution Prevention plan. Payment of the final ten (10) % of the contract price shall be paid upon satisfactory submissions of a Notice of termination (NOT) when final stabilization has been achieved.

ITEM 767.121 SEDIMENT CONTROL BARRIER FOOT

The work under this item shall conform to the relevant provisions of Sections 751 and 767 of the Standard Specifications and Section 670 of the Standard Supplemental Specifications and shall include the furnishing and placement of a sediment control barrier. Sediment Control Barrier shall be installed prior to disturbing upslope soil.

The purpose of the sediment control barrier is to slow runoff velocity and filter suspended sediments from storm water flow. Sediment barrier may be used to contain stockpile sediments, to break slope length, and to slow or prevent upgradient water or water off road surfaces from flowing into a work zone. Contractor shall be responsible for ensuring that barriers fulfill the intent of adequately controlling siltation and runoff.

Twelve-inch diameter (after installation) compost filter tubes are intended to be the primary sedimentation control barrier.

For small areas of disturbance with minimal slope and slope length, the Engineer may approve the following sediment control methods;

- Straw tubes/wattles which shall be trenched
- Straw bales which shall be trenched

Additional barriers (adding depth or height) shall be used at specific locations of concentrated flow such as at gully points, steep slopes, or identified failure points in the sediment capture line.

MATERIALS AND CONSTRUCTION

Prior to initial placement of barriers, the Contractor and the Engineer shall review locations specified on the plans to ensure that the placement will provide maximum effectiveness.

Barriers shall be staked, trenched and/or wedged as specified herein and shall be securely in contact with existing soil such that there is no flow beneath the barrier.

Compost Filter Tube
Compost material inside the filter tube shall meet M1.06.0, except for the following: no manure or bio-solids shall be used; no kiln-dried wood or construction debris shall be allowed; material shall pass through a 2-inch sieve; and the C:N ratio shall be disregarded.

Outer tube fabric shall be a knitted mesh with 1/8 - 3/8" openings and made of 100% biodegradable materials (i.e., cotton, hemp or jute).

Compost filter tubes shall be a minimum of 12 inches in diameter installed. Tubes shall be placed, filled, and staked in place as required to ensure stability against water flows. All tubes shall be tamped, but not trenched, to ensure good contact with soil.

Where reinforcement is necessary, additional tubes shall be installed as shown on the plans.

Straw Bales
Straw bales shall conform to the requirements of Section M6.04.3 of the Standard Specifications and the following:

Bales should be a minimum size of 12 x 16 x 36 inches and shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another.

The bales shall be trenched and backfilled. The trench shall be excavated the width of the bale and the length of the proposed barrier to a depth of 4 inches. After the bales are staked the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4 inches against the uphill side of the barrier.

Straw Wattle
Straw wattle shall be a minimum of 12 inches in diameter. Straw filling shall conform to the requirements of Section M6.04.3, shall be encased in durable netting, and shall have a density of 3 lb/foot.

Straw wattle shall be trenched in 3 inches deep and staked according to the plans. The wattles shall be sufficiently secure on the upstream side to prevent water flowing underneath the wattle.

Silt Fence

Materials and Installation shall be per Section 670.40 of the Standard Supplemental Specifications and the following:

Silt fence shall be used when specified by Orders of Condition or other permitting.

When used with compost filter tubes, the tube shall be placed on a minimum of 8 inches of folded fabric on the upslope side of the fence. Fabric does not need to be trenched.

When used with straw bales, an 8-inch deep and 4-inch wide trench or V-trench shall be dug on the upslope side of the fence line. One foot of fabric shall be placed in the bottom of the trench followed by backfilling with compacted earth or gravel. Stakes shall be driven 16 inches into the ground on the down slope side of the trench and shall be spaced such that the fence remains vertical and effective.

Width of fabric shall be sufficient to provide a 36-inch high barrier after fabric is folded or trenched. Sagging fabric will require additional staking or other anchoring.

Stakes

Stakes for anchoring Compost Filter Tubes, Straw Wattles, and Straw Bales shall be as shown on the plans and shall be a minimum of 1x1 inch diameter x 4 feet hardwood stakes.

When used with Silt Fence, stakes for Compost Filter Tubes shall be driven 12 inches into the ground, Stakes for Straw Bales shall be driven 16 inches into the ground.

Stakes of other material of equivalent strength may be used if approved by the Engineer.

MAINTENANCE

Maintenance of Sediment Control Barriers shall be per Section 670.40 of the Standard Supplemental Specifications or per the Stormwater Pollution Prevention Plan (SWPPP).

The contractor shall inspect the sediment barrier after each rain event and as specified in relevant permits to ensure that they are working effectively and as intended. Contractor shall be responsible for ensuring that an effective barrier is in place for all phases of the contract.

Barriers that decompose naturally due to weatherization over time such that they no longer provide the function required shall be repaired or replaced as directed. If the resulting berm of compost within the fabric tube is sufficiently intact and continues to provide water and sediment control, barrier does not necessarily require replacement.

DISMANTLING AND REMOVING

Barriers shall be dismantled and/or removed when construction work is complete and when site conditions are sufficiently stable to prevent surface erosion and after receiving permission to do so from the Engineer.

For all instances, all nonbiodegradable material, including photo-biodegradable fabric, plastic netting, nylon twine, and silt fence, shall be removed and disposed off-site by the Contractor regardless of site context.

For naturalized areas, biodegradable, natural fabric and material may be left in place to decompose on-site. Compost filter tubes may be left as they are with stakes removed. Straw bales shall be broken down and spread evenly. All nylon or nonbiodegradable twine shall be removed along with silt fence. Wooden stakes may be left on site, placed neatly and discretely.

In urban, residential, and other locations where aesthetics is a concern, the following shall apply:

- Filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (similar to a soil amendment or mulch). Not more than a 2-inch depth shall be left on soil substrate.
- Straw bales shall be removed and disposed off-site by the Contractor. Areas of trenching shall be raked smooth and disturbed soils stabilized with a seed mix matching adjacent grasses (i.e., lawn or native grass mix).
- Silt fence, stakes, and other debris shall be removed and disposed off-site. Site shall look neat and clean upon completion.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 767.121 will be measured and paid for at the contract unit price per foot of sediment control barrier which price shall include all labor, equipment, materials, maintenance, dismantling, removal, restoration of soil, and all incidental costs required to complete the work.

Silt fence, when used in conjunction with compost filter tubes or straw bales, will be incidental to this item.

Additional barrier, such as double or triple stacking of compost filter tubes, shall be paid for per foot of tube installed.

Barriers that have been driven over or otherwise damage by construction activities, are decomposing, cut, or otherwise compromised shall be repaired or replaced as directed by the Engineer at the Contractors expense.

ITEM 804.25	**2-5 INCH ELECTRICAL CONDUIT DUCT BANK**	**FOOT**
ITEM 811.01	**ELECTRIC MANHOLE**	**EACH**

Under these items, the Contractor shall furnish and install the underground electrical system including precast manhole structures, cast iron covers, concrete encased duct banks at locations indicated on the Contract Drawings and as directed by the Engineer. Work and methods of installation shall be in conformance with Eversource Electric standards and the relevant provisions of Section 801 of the Standard Specifications and the following:

SUBMITTALS

The Contractor shall submit shop drawings for conduits, manholes, grounding, duct bank spacers, cast iron frames, covers and all other materials associated with the electrical duct and manhole system for review by the Engineer prior to ordering materials or installations.

INSPECTION AND COORDINATION OF WORK

The Contractor shall notify Eversource Electric and the Engineer 2 weeks in advance of installation of electric concrete encased duct bank and manhole system to coordinate inspection of duct bank and manhole system prior to backfill..

The Contractor shall coordinate with Eversource and the Engineer to schedule the utility pole and overhead wire installation work to be performed by Eversource.

MATERIALS

Electric Duct Bank System

The work shall include furnishing and installing raceways and fittings for the underground duct bank system, as indicated on the drawings and specified herein. The electrical duct bank system shall consist of two (2) 5-inch conduits, encased in concrete, in accordance with the plans and as directed by the Engineer.

The electric duct bank system shall conform to the following:

1. The electrical conduit material shall be Schedule 40 polyvinyl chloride (PVC) plastic conduit, conforming to UL 651. Fittings shall conform to UL 514.

2. At locations shown on the plans, and as directed by the Engineer, new electric duct bank system shall include cement concrete encasement. Concrete shall be placed around the conduit with required dimensions and reinforcement, as shown on the contract drawings. Cement concrete for encasement shall be 3000 psi, 1.5 inch, 470 cement concrete. All concrete encased ductbanks shall utilize grade forms.

3. Electric duct bank system shall be provided with rigid PVC spacers spaced no more than 4’-0” apart and selected to provide minimum duct spacing and concrete cover depths as indicated on drawings (allow minimum of three inches), while supporting ducts during installation of concrete. Space conduit separators to prevent sagging of raceway and breaking of couplings and watertight seals, to maintain deformation of conduit at separators

to 0.10" or less. Secure with cords where necessary. Do not use tie wires, reinforcing rods or other metallic materials.

4. Where offsets are required to clear obstructions and other underground services, a maximum of a 5° angle will be allowed at duct joints with prior approval of the Engineer.

5. Pitch ducts a minimum of 4 inches/100 feet to drain toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between 2 manholes to drain in both directions.

6. All raceways as previously described shall utilize a mandrel of sufficient size to thoroughly clear raceways of all obstructions prior to installation of any wiring.

7. All penetrations through floor slabs, foundation walls or manhole walls shall be rigid metallic conduits. Provide changeover couplings and rigid metallic conduit (RMC) as required within 5'-0" of a foundation wall or manhole.

8. Warning tape shall be provided on all duct systems to indicate route during installation.

9. All underground conduits with elbows and offsets greater than 30 degrees shall be rigid metallic conduit (RMC) elbows and offsets.

10. All sweeps at utility pole risers shall have a minimum radius of thirty-six inches (36”). The riser sweeps shall be galvanized rigid metallic conduit (RMC). Provide changeover couplings between PVC and RMC, as required. Installation of utility pole risers shall be coordinated with electric company to confirm standards and requirements.

11. Run conduits straight between manholes and upturned elbows. Unavoidable bends in nonmetallic conduits shall be made by assembling couplings at a slight angle if resulting radius is at least 100'-0". For radii less than 100'-0", use 5° angle couplings or 5° factory-made bend sections. Conduit shall terminate in end bells where raceway enters manholes. Conduit bends for power cable conduits shall be minimum 36" radius.

12. All conduits shall be installed with (2) nylon pullstrings.

13. Prior to backfilling of underground duct bank system, the Electrical Subcontractor shall provide a laminated detectable aluminum tape with markings, buried 1'-0" from finished grade along the entire length of the ductbank. Markings on the tape shall state "Caution, Electric Line Buried Below".

14. Concrete envelopes that cross other conduits or pipelines or are run under roads and driveways shall be reinforced as required. Provide reinforcement where envelopes connect to manhole and building walls. Concrete envelopes that terminate for future extension shall have dowels as specified for joints between pours. Reinforcement shall be as required

Where new conduits are installed in existing grass areas outside the limits of grading, the work shall include the placement of a minimum of 6 inches of loam and seed to restore the disturbed areas to their original condition. No separate payment will be made for this work, but all costs in connection therewith shall be included in the unit price bid.

Where new conduits are installed in existing sidewalk or paved roadway areas to remain, the work shall include replacement of the gravel base material and the surface pavement to match preconstruction conditions.

The footage of conduit estimated under this Item is not guaranteed by the Engineer; it may be increased or decreased by the Engineer depending upon actual conditions encountered as provided for in Section 4.06 of the Standard Specifications.

Electric Manholes

The work shall include furnishing and installing heavy duty pre-cast reinforced concrete manholes for electric power systems, as indicated on the drawings and specified herein.

Electric manhole structures shall conform to the following:

1. Unless otherwise indicated on the drawings, manholes shall have minimum internal dimensions of 8'-0" by 6'-0" with a minimum headroom of 6'-6". Final manhole size shall be confirmed with electric utility company standards.

2. Manhole structures shall be precast structures conforming to the following:
   a. 5000 psi at 28 days in accordance with ASTM C858 and ACI 31, reinforced in accordance with AASHTO specification of H-20 loading.
   b. Steel reinforcing bars shall be ASTM A-615, Grade 60. Welded wire fabric shall be ASTM A185.
   c. Joints between sections shall have self-aligning V-grooves and asphaltic butyl compound joint sealant.

3. Manholes shall be provided with the following accessories. All steel components shall be hot dipped galvanized:
   a. 7/8" pulling irons.
   b. Heavy duty adjustable notched channel cable racks, arms, and free moving porcelain saddle insulators. Provide racks at maximum 2'-0" intervals.
   c. Provide a 1 ½ ” PVC sleeve through manhole floor and provide a 10'-0" long copper clad steel drive ground rod in each manhole, extended 6" above manhole floor . All exposed non-current carrying metal accessories and parts in manhole shall be connected to this ground rod via bare #6 AWG copper conductors.
   d. Sump pits.

4. Manholes shall be set on 6” layer of compacted granular backfill (sand, gravel borrow, crushed stone). Manholes shall have a minimum of 24” of cover over the roof of the manhole.

5. Frames and covers shall be cast iron heavy duty type, suitable for AASHTO HS-20-44 street loading and have machined bearing surfaces. castings shall be ASTM-A-48, Class 35B Gray Iron. Electric manhole covers shall have a minimum clear opening of 36" diameter. The words "EVERSOURCE Electric" shall be cast on upper side of each cover.

6. Concrete envelopes between manholes, or between manhole and building, shall be poured in a single operation. Where more than (1) pour is necessary, provide 3/4" reinforcing rod dowels extending 18" into concrete on each side of joint. Dowels shall be coated with bonded adhesive prior to the second pour. Concrete envelopes installed over extensive area of disturbed earth shall have reinforcing as required.

The Contractor is responsible for cleaning and pumping of new manholes, as required throughout the course of the job until accepted by the electric utility provider.

Where structures are installed in existing grass areas, the work shall include the placement of a minimum of 6 inches of loam and seed to restore the disturbed areas to their original condition. No separate payment will be made for this work, but all costs in connection therewith shall be included in the unit price bid.

Where structures are installed in existing sidewalk or paved roadway areas to remain, the work shall include replacement of the gravel base material and the surface pavement to match preconstruction conditions.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 804.25 – 2-5 Inch Electrical Conduit Duct Bank will be measured and paid for at the contract unit price per Foot, which prices shall include all conduit, fittings, spacers, concrete encasement, rebar reinforcement, labor, materials, tools, equipment and incidental costs required to complete the work. No separate payment will be made for sawcutting, excavation, ordinary borrow, gravel borrow, warning tape, manhole connections, galvanized steel RGS conduit sweeps, loam and seeding, but all costs in connection therewith shall be included in the contract unit price bid.

Item 811.01 – Electric Manhole will be measured and paid for at the Contract unit price per each, which price shall include all labor, excavation and backfill, granular backfill bedding, equipment and incidental costs required to complete the work. No separate payment will be made for sawcutting, excavation, ordinary borrow, gravel borrow, loam and seeding, frame and cover castings or grounding equipment, but all costs in connection therewith shall be included in the contract unit price bid.

No separate payment will be made for coordination with Eversource for inspections and approvals, but all costs in connection therewith shall be included in the contract unit price bid.

Work performed by Eversource shall not be included in the Contractor’s bid price.

Hot mix asphalt trench patching will be paid for separately under Item 451.

ITEM 823.72 HIGHWAY LIGHTING ARM AND LUMINAIRE REMOVED AND RESET EACH

The work under these items shall conform to the relevant provisions of Sections 801 and 820 and the following:

The work under this item shall consist of dismantling and removing the existing highway luminaire and arm from the existing utility pole at the intersection of North Steet and Harding Street and resetting onto the relocated utility pole, as shown on the plans. This work includes all fee and coordinating with the Town of Medfield and Eversource Electric to discontinue service, provide new pig tails at the new pole locations and re-energize.

The Contractor shall exercise extreme care in the dismantling, removal, transporting, storage, and resetting of the existing luminaire and arm. Any equipment damaged or stolen through carelessness or lack of protection by the Contractor shall be replaced at no additional cost.

Work shall be in accordance with the latest edition of the National Electrical Code, Massachusetts Electrical Code, local codes and as directed by the Engineer. All work shall be performed by an experienced licensed electrician licensed in the Commonwealth of Massachusetts.

If the Engineer determines that an existing lighting arm and luminaire is not suitable to be reset, but the Town of Medfield would still like to have it, the work shall also include dismantling, removing and stacking of the arm and luminaire. The Contractor shall notify the Medfield Department of Public Works and verify if the Town would like to have the arm and luminaire. If the Town elects to have the arm and luminaire, the Contractor shall arrange a time to deliver and stack the arm and luminaire at the Chelmsford Department of Public Works yard. If the Town decides to abandon part or all of the arm and luminaire, said materials shall become the property of the Contractor and shall be legally disposed of.

The Town may also provide a new or refurbished arm and luminaire for resetting under this item, for new light location or for luminaires unsuitable for resetting.

Materials and Installation

Highway lighting arm and luminaire removed and reset will be paid for at the contract unit price per each, complete in place, which price shall include all labor, material, equipment and incidental costs necessary to complete the work.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

Item 823.72 will be measured for payment by the Each Highway Lighting Arm and Luminaire, installed complete in place.

Item 823.72 will be paid for at the contract unit price per Each, which price shall include all labor, materials, tool, equipment and incidental costs required to complete the work.

No separate payment will be made for dismantling, removing, transporting, coordination with the Medfield DPW, the removing and stacking of arms or luminaires or the disposal of unsuitable or abandoned materials, but all costs in connection therewith shall be included in the unit price bid.

ITEM 864.036 PAVEMENT LEGENDS REFLECTORIZED PREFORMED THERMOPLASTIC - YIELD TRIANGLE **EACH**

The work under this Item shall conform to the latest Manual on Uniform Traffic Control Devices (MUTCD) with Massachusetts amendments and the following:

The work shall consist of preparing pavement surfaces, along with furnishing and installing retroreflective preformed thermoplastic legends associated with the roundabout pavement markings at locations shown on the plans or as requested by the Engineer, and in accordance with this special provision.

The work shall consist of the furnishing and application of preformed thermoplastic markings as shown on the plans.

The Contractor shall provide all labor and material (i.e. propane fueled torch with pressure regulator and hose, tape measure, utility knife, putty knife, hammer, chisel, chalk sticks and snap lines, sealer, adequate supply of propane) and all other equipment, materials and incidental costs necessary to complete the installation of the preformed thermoplastic markings.

SUBMITTALS

Within 30 days following execution of the Contract, the Contractor shall submit shop drawings for the performed thermoplastic material, and the manufacturer's materials specifications to the Engineer in accordance with the relevant provisions of MassDOT Standards Section 815.20.

No work shall be commenced by the Contractor until approval of the shop drawings and manufacturer's data has been received in writing from the Engineer. Approval of these drawings will be general in character and shall not relieve the Contractor from the responsibility of, or the necessity of, furnishing materials and workmanship conforming to the plans and specifications.

The Contractor shall deliver to the Engineer a certificate of compliance with the manufacturer for all materials purchased from the manufacturer.

MATERIALS

All preformed markings shall be selected from the following suppliers or approved equivalent:

- PreMARK Bike Marking, with ViziGrip, as manufactured by Flint Trading, Inc., 115 Todd Court, Thomasville, NC 27360.
- Ozark Materials, LLC 591 Glendale Avenue, Greenville, AL 36037
- SWARCO Industries, LLC, 270 Rutherford Lane, Columbia, TN 38402

The preformed markings shall have a thickness of 90 mils.

When applied, the surface of the markings shall provide a minimum skid resistance value of 45 BPN when tested according to ASTM:E 303.

The legends and symbols, along with the manufacturers' item numbers, are as follows:

Legends & Symbols	**Manufacturer's Item No.**		
	PreMark	**Rae Paint**	**Ozark**
Yield Triangles	8231002	3543	OZ-YH1004-090

CONSTRUCTION METHODS

Application
In advance of the preformed marking installations, the Contractor shall mark, on site, the preformed markings with any changes required by field conditions such as manholes. The marking layouts shall be inspected and approved by the Engineer before the markings are installed.

The Contractor shall provide certification, to the Engineer, from the manufacturer documenting the Contractor's qualifications to install the preformed markings in a manner acceptable to the manufacturer and documented in installation materials provided by the manufacturer.

Prior to installation, the pavement shall be dry and free of dirt, debris, deicing agents, chemicals, and significant oily substances.

The Contractor shall be responsible for controlling and minimizing airborne dust and similar debris generated by surface preparation and cleanup to prevent a hazard to motor vehicle operation, pedestrians, or nuisance to adjacent property.

Observations
The preformed markings shall be subject to a 180-day observation period under normal traffic conditions. The observation period shall begin with the satisfactory completion and acceptance of the work by the Engineer and MassDOT.

The preformed markings shall show no signs of failure such as: blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicle damage. MassDOT reserves the right to check the color and retroreflectivity any time prior to the end of the observation period.

The Contractor, at no additional cost to MassDOT, shall replace any preformed markings that do not perform satisfactorily under the 180-day observation period.

Warranty

The Manufacturer shall warrant the preformed markings against material defects for a period of one year from the date of the acceptance letter of the project by MassDOT.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The work under Item 864.036 will be measured and paid for at the Contract unit price per EACH, which price shall include all labor, material, equipment and incidental costs required to complete the work.

ITEM 866.104	**4 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)**	**FOOT**
ITEM 867.104	**4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)**	**FOOT**

Work under these items shall conform to the relevant provisions of Section 860 of the Standard Specifications and the following:

All permanent pavement markings supplied under these items shall conform to the applicable MassDOT's standards for 6 Inch Reflectorized White Line (Thermoplastic) and 6 Inch Reflectorized Yellow Line (Thermoplastic).

The work under these items shall consist of providing, installing, maintaining the 4 inch wide reflectorized white and yellow pavement marking lines, as shown on the plans or as directed by the Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 866.104 and 867.104 will be measured and paid for at the Contract unit prices per foot, which prices shall include all labor, material, equipment and incidental costs required to complete the work.

ITEM 874.2	**TRAFFIC SIGN REMOVED AND RESET**	**EACH**

The work under this item shall conform to the relevant provisions of Section 828 of the Standard Specifications and the following:

The work under this item shall include the dismantling, removal, transporting, storing, and reseting at new locations all existing signs, attachment hardware and sign support posts not included under other sign items as shown on the drawings and as requested by the Engineer .

Included under this Item are Warning-Regulatory and Route Marker signs, and miscellaneous directional signs.

Signs, attachment hardware and sign support posts shall be satisfactorily stored and protected until reset in the proposed work.

Signs, attachment hardware and sign support posts lost, damaged or otherwise made unsuitable for reuse while being removed, transported, stored or reset shall be replaced with new materials at no additional cost to the Owner. New attachment hardware shall be furnished and installed as necessary to replace any missing or unusable existing hardware.

The Contractor shall backfill with compacted gravel all holes resulting from the removal of the existing signs and their foundations and restore the area to match existing conditions of adjacent areas.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 874.2 will be measured for payment by the Each traffic sign that are removed and reset.

Item 874.2 will be paid for at the Contract unit price per Each, which price shall include all labor, materials, equipment, backfill, area restoration, and all incidental costs required to complete the work.

ITEM 874.4 TRAFFIC SIGN REMOVED AND STACKED EACH

The work under this Item shall conform to the relevant provisions of Section 828 of the Standard Specifications and the following:

The Contractor shall carefully remove and reset at new locations all existing signs, attachment hardware and sign support posts not included under other sign items as shown on the drawings and as requested by the Engineer.

Signs, attachment hardware and sign support posts shall be satisfactorily stored and protected until reset in the proposed work.

Signs, attachment hardware and sign support posts lost, damaged or otherwise made unsuitable for reuse while being removed, transported, stored or reset shall be replaced with new materials at no additional cost to the Owner. New attachment hardware shall be furnished and installed as necessary to replace any missing or unusable existing hardware.

The contractor shall accept and hold entirely responsibility for the removal, handling and stacking at a location convenient for removal by the owner. Any signs and posts damaged or lost either directly or indirectly as a result of the Contractor's operations shall be replaced by the Contractor at no additional cost. The Contractor shall coordinate the removal of signs and posts with the Town of Medfield by notifying the Town prior to and at the completion of the above work. Existing signs shall remain in place until proposed new signs are in place.

The signs within Town Layout should be neatly stacked at the DPW yard at 459 Main Street, Medfield to the satisfaction of the Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 874.4 will be measured for payment as units, complete in place.

Item 874.4 will be paid for at the Contract unit price per each, which price shall include all labor, material, equipment and incidental costs required to complete the work.

ITEM 999. POLICE SERVICES ALLOWANCE

The Contractor shall furnish police services required to direct traffic on existing roadways where traffic is maintained.

The Contractor shall provide such police officers as may be deemed necessary by either the Engineer or the Town of Medfield for the direction and control of all traffic traveling within and through the project area(s). The police officers shall be paid by the Contractor at the prevailing rate of wages established by the Town of Medfield.

ALLOWANCE FOR POLICE SERVICES

An allowance of $55,000 for the furnishing of police services has been included in all bids. This allowance is determined by multiplying the number of hours estimated as necessary by the prevailing hourly rate of wages established for such services. The Contractor shall submit certified copies of itemized bills of services rendered for review and approval by the Engineer. The allowance will be adjusted to the actual amount paid for authorized and approved police services as stipulated and shall include other payments due to any legal requirements of the State and Federal governments.

BASIS OF PAYMENT

The quantity to be paid for under this item shall be the actual amount paid by the Contractor to provide satisfactory police services as stipulated and required. Any overhead costs shall be considered to be included in the prices bid for the other items of the Contract.

ITEM 999.1 MATERIAL SAMPLING AND TESTING ALLOWANCE

The work under this item shall conform to the relevant provisions of Sections 150, 400 and 901 of the Standard Specifications and the following:

The Contractor shall secure the services of an independent full-service testing agency specializing in testing, inspection of construction materials and practices. The testing agency shall provide testing of the borrow materials, base and sub-base, and hot mix asphalt (HMA) pavements to document conformance with the specifications.

Testing shall include, but is not limited to, the following:

Shop Drawing Approval of Borrow Materials (gravel borrow, special borrow and dense graded crushed stone) - Samples, sieve analysis and proctor results shall be provided for all materials to be used on the project. This information will be submitted as part of the Shop Drawings for said materials.

Controlled Fills — Tests for compaction of Gravel Borrow, Special Borrow and Dense Graded Crushed Stone, the materials shall be field-tested utilizing a nuclear densometer (ASTM D2922) or Sand Cone Method (ASTM D1556). These tests shall confirm that the minimum required compaction has been reached prior to placing additional fill above the tested material. Compaction tests for each material shall occur at a minimum of two locations in the area of the culvert backfill and full depth pavement. Locations of the compaction tests for each material shall be determined by the Engineer.

HMA pavements (for Item 450) — Job mix formula and tests for temperature, thickness and bulk density using a nuclear densometer. These tests shall confirm that HMA material is being placed within MassDOT's standard requirements and that the minimum required compaction has been reached prior to completion of rolling/back rolling. Compaction tests for each pavement lift shall occur at a minimum of two locations within the limits of paving, at locations determined by the Engineer.

ALLOWANCE FOR MATERIAL TESTING

An allowance of $8,000 for the furnishing of material testing has been included in all bids. The Contractor shall submit certified copies of itemized bills of services rendered for review and approval by the Engineer. The allowance will be adjusted to the actual amount paid for authorized and approved police services as stipulated and shall include other payments due to any legal requirements of the State and Federal governments.

BASIS OF PAYMENT

Material Sampling and Testing paid for under this item shall be the actual amount paid by the Contractor to provide satisfactory testing and inspection of construction materials by an independent testing agency. Any overhead costs shall be considered to be included in the prices bid for the other items of the Contract.

INVITATION FOR BIDS

TOWN OF MEDFIELD, MASSACHUSETTS

INTERSECTION IMPROVEMENTS AND UTILITY INFRASTRUCTURE UPGRADES

IFB No. MSH 2025-001

Bids Due: October 22, 2025 at 1:00 p.m.

Questions? Contact:
Ben Jachowicz
Procurement & Project Manager
Facilities Department
Town House
459 Main Street
Medfield, MA 02052
bjachowicz@medfield.net

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I. LEGAL NOTICE

Pursuant to Chapter 30, Section 39M of the Massachusetts General Laws, the Town of Medfield seeks bids from qualified firms for a two-phase construction project including roadway intersection improvements at three locations and utility infrastructure upgrades at a fourth location in support of the redevelopment of the Medfield State Hospital Property.

Phase I involves the installation of off-site storm drain, sanitary sewer and electric infrastructure improvements on the Medfield State Hospital site, off of Hospital Road, to be completed by January of 2026. This infrastructure work includes sanitary sewer pipe and manholes, storm drainpipe, manholes and outlet controls, and primary electric duct bank and manholes.

Phase II involves sanitary sewer pipe and manholes, storm drainpipe, manholes and outlet controls, and roadway improvements at three intersections in Medfield, Massachusetts: Harding Street at Hospital Road, Harding Street at West Street, Harding Street at North Street. Phase II is to be completed by August of 2026. The intersection work includes pavement milling, pavement overlay, full depth pavement reconstruction, earth excavation, hot mix asphalt curbing, granite curbing, stamped cement concrete truck apron, cement concrete medians, drainage reconstruction, as well as pavement markings, signage, landscaping/seeding and other incidental work.

A copy of the Invitation for Bids (IFB), including bid specification and forms, may be obtained beginning on Monday, September 29, 2025 at 8:00 a.m., by emailing the Facilities Project Manager, Ben Jachowicz, at bjachowicz@medfield.net.

Each bid must be submitted in accordance with the IFB and must be accompanied by a bid security in the amount of 5 percent of the bid in the form of a certified treasurer's or cashier's check, issued by a responsible bank or trust company, or a bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts.

The successful bidder must furnish a 50 percent payment bond with a surety company or an acceptable bonding company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town of Medfield.

Minimum Wage Rates as determined by the Executive Office of Labor and Workforce
Development under the provisions of Chapter 149, Section 26 to 27H of the Massachusetts General Laws, as amended, apply to this project. A weekly certified payroll submittal shall be required of the successful bidder in accordance with

Chapter 149, Section 27B of the Massachusetts General Laws. No payments will be made by the Town until all payroll information necessary for the Town to determine compliance with prevailing wage law requirements for the time of the payment request has been submitted.

Bidders are not to include in their bids any sales or compensating use taxes on materials or supplies purchased for this project. All materials used are tax-exempt.

Sealed bids should be submitted by mail or hand delivered to the Second Floor of the Medfield Town House ATTN: Kristine Trierweiler, Town Administrator, Town House, Second Floor, 459 Main Street, Medfield, MA 02052. The envelope should be clearly marked: "**IFB No. MSH 2025-001 - Intersection Improvements and Utility Infrastructure Upgrades**." Emailed or faxed bids will not be accepted.

Sealed bids will be received until the submission deadline on Wednesday, October 22, 2025 at 1:00 p.m. Immediately following the deadline for bid submission, all bids received within the time specified will be publicly opened. Bids received after the above time and date will be rejected and returned unopened.

Bidders agree to hold and not withdraw their bids for a period of 30 days, excluding Saturdays, Sundays, and legal holidays, after the date of bid opening.

The Town of Medfield reserves the right to waive any informality in, or to reject, any or all bids, if it deems such waiver or rejection to be in the best interest of the Town.

II. KEY PROJECT DATES AND SCHEDULE

Event	Date	Description
Advertisement	September 29, 2025	Advertisements will be posted in the *Central Register (10/8)*, COMMBUYS (9/29), and the *Medfield Hometown Weekly (10/2)*, as well as on the Town of Medfield website and the Town House for the Town of Medfield.
Invitation for Bids (IFB) Available	September 29, 2025	The IFB may be obtained by emailing the Facilities Department Project Manager, Ben Jachowicz, at bjachowicz@medfield.net
Time and Place for Pre-Bid Conference	Not applicable	No pre-bid conference is planned for this project
Deadline for Written Questions	October 14, 2025 by 12:00 p.m.	Questions on this IFB may be submitted by email only to the Facilities Project Manager, Ben Jachowicz, at bjachowicz@medfield.net. Clearly label questions by using the following subject line: QUESTION – IFB No. MSH 2025-001 - Intersection Improvements and Utility Infrastructure Upgrades.
Addenda	October 17, 2025*	**This date is an estimate.* If any changes are made to the IFB, an addendum will be emailed to all bidders recorded as having requested the bid documents. It is the Bidders responsibility to verify they have received all addenda before submitting a bid. Bidders must acknowledge all addenda in their bid submissions.
Bid Submission Deadline/IFB Opening	October 22, 2025, at 1:00 p.m.	Bids must be received by the due date and time at:

Event	Date	Description
		Town of Medfield ATTN: Kristine Trierweiler, Town Administrator Town House, Second Floor 459 Main Street Medfield, MA 02052 Late submissions will not be accepted. No faxed or emailed submissions will be accepted. Bids will be opened publicly at this date and time.
Bid Evaluation Complete	October 29, 2025*	**This date is an estimate.*
Contract Award	November 5, 2025*	**This date is an estimate.*
Contract Execution	November 12, 2025*	**This date is an estimate.*
Notice to Proceed Issued for Phase I Construction	November 17, 2025*	**This date is an estimate.*
Phase I Construction Substantially Complete	January 2, 2026*	**This date is an estimate.*
Notice to Proceed Issued for Phase II Construction	April 6, 2026*	**This date is an estimate.*
Phase II Construction Substantially Complete	August 21, 2026*	**This date is an estimate.*

III. SCOPE OF SERVICES AND SPECIFICATIONS

A. Project Overview

Pursuant to Chapter 30, Section 39M of the Massachusetts General Laws, the Town of Medfield (the "Town") seeks bids from qualified firms for a two-phase construction project (the "Project") involving roadway intersection improvements at three locations and some utility infrastructure upgrades at a fourth location, all in support of the redevelopment of the Medfield State Hospital Property.

The properties for this Project are all currently owned by the Town. Phase I is located on the site of the Medfield State Hospital.

This work is located outside of the public right of way and is and is exempt from the winter moratorium. There is a mandated moratorium by The Medfield Department of Public Works that no infrastructure work is to be installed from November 15 to April 1. The schedule for the Phase II portion of the work, outlined below, reflects this requirement.

B. Scope of Work

The scope of work for this Project is broken into two distinct phases with different timing requirements:

Phase I:

Phase I includes the installation of off-site storm drain, sanitary sewer and electric infrastructure improvements on the Medfield State Hospital site, off Hospital Road. This infrastructure work includes sanitary sewer pipe and manholes, storm drainpipe, manholes and outlet controls, and primary electric duct bank and manholes.

A notice to proceed (NTP) for Phase I of the Project is expected to be issued on November 10, 2025, pending a timely notice of award is issued and receipt of all relative permits. The successful contractor will be required to maintain durations as inferred from the NTP to the following milestone dates:

Schedule Milestone Requirements

1. Sewer Pipe & Manholes Excavation & Install in the Green & Cottage Street (Complete on or before December 19, 2025)

2. Electrical Primary Conduit & Manholes Excavation & Install Cottage Road (Complete on or before December 5, 2025)

3. Storm Drainpipe and Manhole Install from Outfall to Hospital Rd. (Complete on or before January 2, 2026)

Phase II:

This phase includes sanitary sewer pipe and manholes, storm drainpipe, manholes and outlet controls, and roadway improvements at three intersections in Medfield, Massachusetts. The three intersections include Harding Street at Hospital Road, Harding Street at West Street, Harding Street at North Street.

The intersection work includes pavement milling, pavement overlay, full depth pavement reconstruction, earth excavation, hot mix asphalt curbing, granite curbing, stamped cement concrete truck apron, cement concrete medians, drainage reconstruction, as well as pavement markings, signage, landscaping/seeding and other incidental work.

A NTP for Phase II is expected to be issued on April 6, 2026, pending suspension of the winter moratorium and receipt of all relative permits. The successful contractor will be required to maintain durations as inferred from the April 6, 2026 NTP to the following milestone dates:

Schedule Milestone Requirements

1. Sewer Pipe & Manholes Excavation & Install Hospital Road to Existing Street Connection. (Complete on or before May 15, 2026)

2. Storm Drainpipe & Manholes Excavation & Install Across Hospital Rd. to Service Drive (Complete on or before June 12, 2026)

3. Hospital & Harding Intersection Improvement (3-way Stop) (Complete on or before May 15, 2026)

4. Harding & West Intersection Improvement (2-way Stop) (Complete on or before June 19, 2026)

5. Harding & North Intersection Improvement (Roundabout) (Complete on or before August 14, 2026)

6. Paving Finish & Closeout (Complete on or before August 21, 2026)

C. Specifications

All Project work shall be done in conformance with the following specifications:

- *Standard Specifications for Highways and Bridges* (2025);

- *Construction Standard Details* (2025);
- *Standard Drawings for Signs and Supports* (1990);
- *Construction and Traffic Standard Details* (1996), as relates to the Pavement Markings details only;
- *Manual on Uniform Traffic Control Devices (MUTCD)* with *Massachusetts Amendments* (2009);
- *Standard Municipal Traffic Code*;
- *Standard Drawings for Traffic Signals and Highway Lighting* (1968);
- *American Standard for Nursery Stock* (latest edition);
- the Design Drawings; and
- the Special Provisions.

D. Workday Schedule

For the Project work, a minimum of one 11' travel lane in each direction shall be provided, except for short durations. No work that will disrupt the provided one 11' travel lane per direction (i.e., additional lane closures, street closures, lane shifts, trenching, etc.) shall be done on a weekday between 6:00 a.m. and 9:00 a.m., or between 3:00 p.m. and 6:00 p.m..

Night work is not anticipated to be required for this Project. The successful contractor may request additional work hours, including nights, from the Town of Medfield.

E. Contract Terms and Conditions

After the selection of the lowest responsible and eligible bidder, a written agreement containing the terms of the IFB and the bidder's response shall be executed by the successful bidder and the Town.

The terms and conditions of this agreement are specified in the EJCDC-C520 Agreement between the Town and Contractor for Construction Contract (the "Agreement"), the EJCDC-C700 Standard General Conditions of the Construction Contract, and the Supplementary Conditions, all included in this IFB. Bidders are directed to carefully review and familiarize themselves with these terms and conditions, including the liquidated damages requirement set forth in the Agreement.

IV. INFORMATION AND INSTRUCTIONS TO BIDDERS

A responsive bid is one that has been properly and timely submitted in a sealed envelope, contains all required attachments, follows the form of submission outlined below, and meets the minimum criteria as set forth in this IFB. Any bid which fails to include any material information or documentation specified in the bid submission requirements, including any failure to demonstrate compliance with the required minimum criteria, is non-responsive and will be rejected. The Town reserves the right to accept or reject any bid, and to waive any informalities if it is deemed in the Town's best interest to do so.

A. Bid Submission Requirements

The bid submission must include **all** of the requirements outlined in this section of the IFB. It is essential for bidders to include all necessary information in their bid proposals to demonstrate that they meet the minimum criteria.

- **Bid Form** (Section VI)
- **Reference Form** (Section VII, along with a complete list of ongoing projects and projects completed within the past two years, including project names, values and contact names, and email addresses.
- **Combined Certification Form** (Section VIII)
- **5% Bid Bond payable to the Town of Medfield**, in the form of a certified treasurer's or cashier's check, issued by a responsible bank or trust company, or a bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts

Bids must be submitted in a sealed envelope **on or before the submission deadline specified in the "Legal Notice."**

Please enclose one (1) original bid.

The bid must be placed in its own sealed envelope, which is marked:

IFB No. MSH 2025-001 - Intersection Improvements and Utility Infrastructure Upgrades

Bids shall be delivered or mailed to the following address:

Town of Medfield
ATTN: Kristine Trierweiler, Town Administrator
Town House, Second Floor

459 Main Street
Medfield, MA 02052

Please note that faxed or emailed bids will not be accepted.

Bids or any parts thereof received after the submission deadline specified in the "Legal Notice" will be rejected as non-responsive to the IFB.

Deliveries made to any office or location other than the one mentioned will not be considered as received by the Town.

It is the sole responsibility of bidders to ensure that bids arrive at the correct location before the stated deadline. Bidders should plan accordingly to ensure timely delivery.

B. Questions and Clarifications

Questions concerning this project must be submitted in writing to Ben Jachowicz, at bjachowicz@medfield.net, prior to the date indicated above in **Key Project Dates and Schedule**, in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of responses. After that date, no requests or questions will be accepted.

Questions should be through a single point of contact coordinating the questions from the bidder and not through multiple contacts.

Please put "**QUESTION – IFB No. MSH 2025-001 - Intersection Improvements and Utility Infrastructure Upgrades**" in the subject line of the email.

Should it be found necessary, written addenda will be incorporated into the IFB and will become part of the Contract. Any Bidders marked as having requested the bid will receive an email with any addenda. <u>However, it is the sole responsibility of the Bidder to verify that they have received all addenda prior to submitting a bid.</u>

Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

C. Changes to the IFB (Addenda)

<u>**Bidders will receive and email with any addenda issued**</u>. It is the responsibility of each bidder to verify that they have received all addenda, notifications, releases, and addenda associated with the IFB.

Failure of a bidder to receive or acknowledge any addendum shall not release the bidder from the obligations set forth in such addendum.

D. Bid Deposits

Bid deposits shall comply with all of the following criteria:

1. At least **FIVE PERCENT (5%)** of the greatest possible bid amount, considering all alternates, if any;

2. Made payable to the Town of Medfield;

3. Conditioned upon the faithful performance by the principal of the agreements contained in the Bid, and in the form of cash, certified check, treasurers', or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts.

All bid deposits, except those of the three lowest responsible and eligible bidders, shall be returned within five (5) days, Saturdays, Sundays and legal holidays excluded, after the opening of the general bids.

Bid deposits of the three lowest responsible and eligible bidders will be held by the Town during the time stipulated for the execution of the contracts and may be disposed of in such a manner as will accomplish the purpose for which they are submitted.

After expiration of such period, bid guarantees not disposed, or the amounts thereof, will be returned within five (5) days, Saturdays, Sundays, and legal holidays excluded.

The successful bidder, upon any failure or refusal to execute and deliver the contract and bonds required within 10 calendar days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, a portion of security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

E. Bid Acceptance and Rejection

Notice of the acceptance of the bid will be provided to the successful bidder in the form of a Notice of Award letter from the Town, which shall include the EJCDC-C520 Agreement between the Town and Contractor for Construction Contract, the EJCDC-C700 Standard General Conditions of the Construction Contract, and the Supplementary Conditions (the "Contract Documents").

The successful bidder shall deliver the Contract Documents, duly signed and properly executed, within ten (10) calendar days of receipt of the Notice of Award. The acceptance of the bid shall bind the successful bidder to the Contract. The rights and obligations provided for in the Contract Documents shall become effective and binding upon the parties only upon its formal execution.

The Town reserves the right to reject any or all bids, or any part(s) thereof, if in the best interest of either to do so and to amend any contract to the extent permitted by law and as the Town deems to be in their best interest. The Town reserves the right to waive any mistakes or informalities in the bids received and may request supplementary information from any particular bidder if it is determined that the granting of such waiver or the receipt of such additional information would be in the best interest of the Town.

Discrepancies between words and figures will be resolved in favor of written words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In the event there are tied best prices from responsive and responsible bidders, the following method of breaking the tie shall be employed: The names of the tied bidders will be written on a piece of paper and placed in a container. The award shall then be made to the bidder whose slip of paper is drawn from the container. This drawing will be performed with at least one witness and be performed in the presence of the tied bidders unless they waive their right to be present.

F. Qualifications of Bidder

A bidder, in order to be eligible for the contract, must be able to show their financial ability to carry on the work until the Project is complete and accepted by the Town of Medfield.

Experience references provided must be relevant in size and scope to work being bid on and current. The Town reserves the right to request additional financial or reference information.

Out-of-state bidders must be authorized to conduct business by the Secretary of the Commonwealth of Massachusetts. The Town reserves the right to request documentation verifying such authorization.

G. Incorporation of Bid Content

All or part of the successful bid submitted shall become incorporated into the final Contract Documents.

H. Expenses

Expenses for developing bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to the Town. All costs of meeting the requirements of this IFB and any resulting contracts, including those for insurance, professional services, or licensure, shall likewise be the exclusive responsibility of the proposer and not the Town.

I. Term of Validity of Bids

All bids shall remain valid for a minimum period of 30 days from the bid opening.

J. Acceptance of IFB and Bidder's Representations

Submission of a bid shall be conclusive evidence that the bidder has examined this IFB and is familiar with terms of this IFB and all provisions of the Contract included with this IFB and accepts all terms and conditions of both. Upon finding any omissions or discrepancies in this IFB, each bidder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a bidder to investigate this IFB completely and/or to be thoroughly familiar with this IFB shall in no way relieve the bidder from any obligation with regards to their bid.

Each bidder represents they understand the bidding documents, including any reports, test results, drawings, or other documents provided pursuant to this IFB if required or needed, a site visit was completed in order to become familiar with local conditions under which work will be performed. Drawings and specifications have been compared to the site, and bidders have satisfied themselves as to the conditions of delivery and all other matters that may be incidental to the work before submitting their bid.

K. Bid Modification and Withdrawal

Bidders may correct, modify or withdraw the original bids on or before the date and time as stated in the Notice of Invitation for Bid. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder. Any late correction or modification to the Bid will not be accepted. A bidder who wishes to withdraw a bid must make a request in writing.

L. Unexpected Closure or Delays

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the Bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, or other the deadline will be postponed until 12:00 p.m. on the next normal business day (Monday through Friday, excluding holidays). Bids will be accepted at the same location until that date and time.

M. Late Submissions

Any bids received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be considered.

N. Rule for Award

The Contract will be awarded to the lowest responsible and eligible bidder pursuant to Chapter 30, Section 39 of the Massachusetts General Laws, as amended. Such a bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law.

The Town may elect to increase the scope of work by selecting, in order, any of the add alternates listed in the Bid Form (If applicable), such that no single alternate will be considered unless every alternate preceding it on the list has been added to the Base Bid.

To be considered responsive, bidders shall submit bids on all alternates listed in the Bid Form (If applicable). The low bidder will be determined by comparing the Base Bid and any alternates selected by the Town.

A Bid that includes for any item a Bid Price that is abnormally low or high may be rejected as unbalanced.

O. Execution of Contract

Upon receiving a Notice of Award, the successful bidder will be responsible for executing and signing all Contract Documents. Any contractor whose Bid is accepted will be required to execute the Contract within ten (10) calendar days after the notice that the Contract has been awarded to them.

The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only

by a Change Order. The Contract Documents shall not be construed to create a contractual relationship of any kind between 1) the Contractor and the Town 2) the Town and a Subcontractor or a Sub-subcontractor, 3) the Town or the consultants, if applicable, or 4) any persons or entities other than the Town and the Contractor.

P. Taxes

The Contractor shall not pay, and the Town shall not reimburse or pay the Contractor for any sales taxes for building supplies or materials for which exemption is provided by law. The Town's Tax Exemption number to be used by the Contractor in this regard will be provided by the Town to the Contractor.

Q. Payment Bond

Prior to or contemporaneous with execution of the Contract Documents, the successful bidder to whom the award is made shall furnish a payment bond equal to the full amount of the contract price, including accepted alternates (if applicable) to guaranty the faithful performance of all terms, covenants, and conditions of the same. The bonds are to be issued by an acceptable bonding company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town of Medfield.

Every such bond shall have a power of attorney attached thereto, authorizing the Town of Medfield to enter judgment thereon in any court in the United States of America or elsewhere against the obligors therein named for the amount therein named and shall be conditioned for the honest and faithful compliance with all provisions of the bidder or bidders.

The payment bond shall guarantee that the contractor shall pay in full all persons, firms, or corporations who furnish labor or material or both labor and materials for, or on account of the work included herein. Payment bonds will be in effect until such time as the contractor furnishes proof that payment in full has been made for all materials used on the contract work. The bonds shall be paid for by the contractor. The Town of Medfield shall have the right to demand proof that parties signing the bonds are duly authorized to do so.

R. "Or Equal" Clause

In compliance with Chapter 30, Section 39M(b) of the Massachusetts General Laws, where products, materials, or equipment are prescribed by manufacturer name, trade name, or catalog reference, the word "or approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if, in the opinion of the Town:

1. it is at least equal in quality, durability, appearance, strength and design;
2. it performs at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; and
3. it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the specifications.

Any structural or mechanical changes made necessary to accommodate substituted Equipment under this paragraph shall be at the expense of the Contractor or Subcontractor responsible for the work item. See other paragraphs of the General Conditions for any procedures that may be used in determining compliance with the standards of this paragraph.

S. Substitutions

Bids shall be based on using the products as specified and provided in the IFB. Where several materials are specified by name for one use, any of those so specified may be supplied.

Whenever the specified products are specified exclusively by trade name, by manufacturer's name or by catalog reference, only such items shall be provided unless the Town's written approval for substitution is secured in accordance with the conditions of the IFB and/or Contract Documents.

T. Insurance

Insurance coverages and limits are included as part of the Contract Documents. Please review all Contract Documents in this IFB to ensure compliance with these requirements.

U. Licenses and Permits

The successful bidder is responsible for attaining and holding in good standing all relevant permits, licenses, and certificates associated with the completion of these services, as applicable. If a permit is not currently held or the application process is pending, the bidder should indicate such. Applicable licenses and permits must be held in force throughout the terms of the services as contracted.

V. Prohibitions

Bidders are prohibited from communicating directly with any official, agent, or employee of the Town regarding this IFB except as specified in this IFB, and no other individual Town employee or representative is authorized to provide any information or respond to any question or inquiry concerning this IFB, except as

provided expressly herein. Bidders may contact the designated contact person using the contact information provided in this IFB in the event that the IFB is incomplete or the information is missing.

V. MINIMUM CRITERIA

All interested firms submitting a bid in response to this IFB must satisfy all of the Minimum Criteria listed below:

A. The bidder must be an established business, corporation, partnership, firm, or individual who normally provides such services as part of their primary business and has been in operation for at least five (5) years.

B. The bidder must have completed a minimum of three similar projects of the same size and scope.

Bidders should ensure that bids clearly identify meeting these criteria so that it is easily noted and determined to be met by the evaluator(s).

Bids that do not demonstrate compliance with the Minimum Criteria will be considered non-responsive and will not be further considered.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

Tonry Bond No. T2510037

KNOW ALL MEN BY THESE PRESENTS, that we
Woodall Construction Co. Inc.
PO Box 878
Norfolk, MA 02056
(Here insert full name and address of legal title of Contractor)

as Principal, hereinafter called the Principal, and
United Casualty and Surety Insurance Company
303 Congress St., Suite 502
Boston, MA 02210
(Here insert full name and address of legal title of Surety)

a corporation duly organized under the laws of the State of Nebraska, as Surety, hereinafter called the Surety, are held and firmly bound unto
Town of Medfield, MA
459 Main Street
Medfield MA 02052

as Obligee, hereinafter called the Obligee, in the sum of **NOT TO EXCEED 5% OF ATTACHED BID--($-------),**
for payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
IFB No. MSH 2025-001
Intersection Improvements and Utility Infrastructure Upgrades
Medfield MA

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **22nd** day of **October**,2025.

(Witness)

Woodall Construction Co. Inc

JOSEPH P. WOODALL JR., PRESIDENT *(Title)*

(Witness)

United Casualty and Surety Insurance Company

Kristin G. Erickson, **Attorney-in-fact**

UCS

POWER OF ATTORNEY

170105

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Kelsey L. Tonry, Kristin S. Bibbo, Kristin G. Erickson, Edward J. Mulcahy, Louis A. Tonry, Jr.

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Ten Million & 00/100 Dollars ($10,000,000.00).** This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 8th day of May, 2025

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

Corporate Seals

R. Kyle Fowler
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
County of Suffolk ss:

On this 8th day of May, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
Notary Public Commission Expires: 10/27/2028

COLLEEN A. COCHRANE
Notary Public, Commonwealth of Massachusetts
My Commission Expires 10/27/2028

I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 22nd day of October, 2025.

Corporate Seals

Robert F. Thomas
Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: **CONFIRMBOND@UNITEDCASUALTY.COM**

Town of Medfield

459 Main Street
Medfield, MA 02052

Ben Jachowicz, Project Manager
Phone: 508-359-8505 x 3369

MSH 2025-001
Medfield State Hospital
Addendum #1 - Offsite Infrastructure & Utility Upgrades
Dated 10/16/2025

This Addendum #1 includes questions and responses 1 - 3.

QUESTIONS AND RESPONSES:

1. Question: Can you tell me what the engineer's estimate is for this project?

   Response: The Town is not sharing an engineer's estimate at this time.

2. Question: Please send an updated planholders list

   Response: Below is the current planholders list:

R. Zoppo Corp.
Northern Construction Service, LLC
Deltek Public Records
Engine Hill
I. W. Harding Construction Co., Inc.
Dodge Construction Network
Ardent Group, Inc.
Project Dog
PJ Keating
EJ Prescott
Construct Connect
Dagle Electrical Construction Corp
Charles Contracting Group

Ponch Excavation, LLC
Woodall Construction Co.
Tasco Construction, Inc
Amrize
Kealey Construction Corp.

3. Question: Please provide a construction cost estimate or budget range if available.

   Response: The Town is not sharing a cost estimate or budget range at this time.

VI. BID FORM

Supplemental Form for General Bid

Project: Medfield State Hospital
Offsite Intersection Improvements & Utility Enabling Infrastructure
Location: Medfield, MA

** Indicates Special Provision Provided*

	Item Number	Qty.	Unit	Item with Unit Bid Price Written in Words	Unit Price Dollars	Unit Price Cents	Amount Dollars	Amount Cents
	101.	0.2	A	CLEARING AND GRUBBING at fifty thousand dollars and zero cents PER ACRE	50,000	.00	10,000	.00
*	102.511	1.0	EA	TREE PROTECTION – ARMORING & PRUNING at one thousand dollars and zero cents PER EACH	1,000	.00	1,000	.00
*	102.521	2,200.0	FT	TREE AND PLANT PROTECTION FENCE at eight dollars and nintey seven cents PER FOOT	8	.97	19,734	.00
	120.1	1,350.0	CY	UNCLASSIFIED EXCAVATION at twenty eight dollars and seventy one cents PER CUBIC YARD	28	.71	38,758	.50
*	141.1	105.0	CY	TEST PIT FOR EXPLORATION at one hundred ninety dollars and forty seven cents PER CUBIC YARD	190	.47	19,999	.35
	142.	3,500.0	CY	CLASS B TRENCH EXCAVATION at one dollar and zero cents PER CUBIC YARD	1	.00	3,500	.00
	150.	150.0	CY	ORDINARY BORROW at forty five dollars and zero cents PER CUBIC YARD	45	.00	6,750	.00
	151.	2,510.0	CY	GRAVEL BORROW at fifty eight dollars and sixty seven cents PER CUBIC YARD	58	. 67	147,261	.70
	156.	315.0	TON	CRUSHED STONE at seventy five dollars and fourteen cents PER TON	75	.14	23,669	.10
	170.	3,570.0	SY	FINE GRADING AND COMPACTING - SUBGRADE AREA at six dollars and seventy two cents PER SQUARE YARD	6	.72	23,990	.40
				Carried Forward	51,414	.68	294,663	.05

	Item Number	Qty.	Unit	Item with Unit Bid Price Written in Words	Unit Price Dollars	Unit Price Cents	Amount Dollars	Amount Cents
				Brought Forward				
*	201.	1.0	EA	CATCH BASIN at eight thousand four hundred dollars and zero cents PER EACH	8,400	.00	8,400	.00
*	202.21	5.0	EA	MANHOLE (9 TO 14 FOOT DEPTH) - MUNICIPAL STANDARD at fourteen thousand two hundred forty dollars and zero cents PER EACH	14,240	.00	71,200	.00
*	202.31	1.0	EA	MANHOLE (14 TO 18 FOOT DEPTH) - MUNICIPAL STANDARD at seventeen thousand three hundred thirty dollars PER EACH	17,330	.00	17,330	.00
*	203.15	1.0	EA	WATER QUALITY UNIT at twenty eight thousand six hundred sixty dollars PER EACH	28,660	.00	28,660	.00
*	210.	12.0	EA	SANITARY SEWER MANHOLE at eleven thousand two hundred fifty five dollars PER EACH	11,255	.00	135,060	.00
*	210.01	1.0	EA	SANITARY SEWER INTERIOR DROP MANHOLE at ten thousand twenty dollars and zero cents PER EACH	10,020	.00	10,020	.00
	220.3	1.0	EA	DRAINAGE STRUCTURE CHANGE IN TYPE at one thousand five hundred dollars and zero cents PER EACH	1,500	.00	1,500	.00
	220.7	6.0	EA	SANITARY STRUCTURE ADJUSTED at eight hundred dollars and zero cents PER EACH	800	.00	4,800	.00
*	222.3	20.0	EA	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD at eight hundred ten dollars and zero cents PER EACH	810	.00	16,200	.00
	224.12	1.0	EA	12 INCH HOOD at two hundred seventy five dollars and zero cents PER EACH	275	.00	275	.00
*	248.08	350.0	FT	8 INCH DUCTILE IRON SANITARY SEWER PIPE at one hundred forty six dollars and eighty two cents PER FOOT	146	.82	51,387	.00
*	250.08	2,390.0	FT	8 INCH POLYVINYL CHLORIDE SANITARY SEWER PIPE at one hundred three dollars and fifteen cents PER FOOT	103	.15	246,528	.50
*	251.1	1.0	EA	SANITARY SEWER CLEANOUT at one thousand dollars and zero cents PER EACH	1,000	.00	1,000	.00
				Carried Forward	145,954	.65	887,023	.55

	Item Number	Qty.	Unit	Item with Unit Bid Price Written in Words	Unit Price Dollars	Unit Price Cents	Amount Dollars	Amount Cents
				Brought Forward				
	252.12	25.0	FT	12 INCH CORRUGATED PLASTIC PIPE at one hundred ninety six dollars and zero cents PER FOOT	196	.00	4,900	.00
	252.24	20.0	FT	24 INCH CORRUGATED PLASTIC PIPE at two hundred forty three dollars and zero cents PER FOOT	243	.00	4,860	.00
	252.36	960.0	FT	36 INCH CORRUGATED PLASTIC PIPE at one hundred eighty dollars and fifty cents PER FOOT	180	.50	173,280	.00
	252.136	1.0	EA	36 INCH CORRUGATED PLASTIC PIPE FLARED END at three thousand dollars and zero cents PER EACH	3,000	.00		
*	254.08	350.0	FT	8 INCH SEWER PIPE INSULATION at sixty dollars and zero cents PER FOOT	60	.00	21,000	.00
*	254.081	200.0	FT	8 INCH SEWER TRENCH INSULATION BOARD at sixty dollars and zero cents PER FOOT	60	.00	12,000	.00
	258.	40.0	SY	STONE FOR PIPE ENDS attwo hundred thirty three dollars and seventy five cents PER SQUARE YARD	233	.75	9,350	.00
	303.06	40.0	FT	6 INCH DUCTILE IRON WATER PIPE (MECHANICAL JOINT) at one hundred seventy eight dollars and fifteen cents PER FOOT	178	.15	7,126	.00
	309.	180.0	LB	DUCTILE IRON FITTINGS FOR WATER PIPE at eleven dollars and twelve cents PER POUND	11	.12	2,001	.60
	350.06	1.0	EA	6 INCH GATE AND GATE BOX at seven thousand five hundred dollars and zero PER EACH	7,500	.00	7,500	.00
	358.	5.0	EA	GATE BOX ADJUSTED at four hundred dollars and zero cents PER EACH	400	.00	2,000	.00
	376.2	1.0	EA	HYDRANT - REMOVED AND RESET at six thousand dollars and zero cents PER EACH	6,000	.00	6,000	.00
	402.	320.0	CY	DENSE GRADED CRUSHED STONE FOR SUB-BASE at ninety eight dollars and seventy-five cents PER CUBIC YARD	98	.75	31,600	.00
				Carried Forward	164,115	.64	1,171,641	.15

Item Number	Qty.	Unit	Item with Unit Bid Price Written in Words	Unit Price Dollars	Unit Price Cents	Amount Dollars	Amount Cents
			Brought Forward				
415.2	6,450.0	SY	PAVEMENT FINE MILLING at five dollars and seventy eight cents PER SQUARE YARD	5	.78	37,281	.00
440.	4,250.0	LB	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL at sixteen dollars and zero cents PER POUND	16	.00	68,000	.00
443.	6.0	MGL	WATER FOR ROADWAY DUST CONTROL at one thousand dollars and zero cents PER M. GALLONS	1,000	.00	6,000	.00
450.23	880.0	TON	SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5) at one hundred twenty five dollars and zero cents PER TON	125	.00	110,000	.00
450.31	470.0	TON	SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC - 12.5) at one hundred twenty five dollars and zero cents PER TON	125	.00	58,750	.00
450.32	495.0	TON	SUPERPAVE INTERMEDIATE COURSE - 19.0 (SIC - 19.0) at one hundred twenty five dollars and zero cents PER TON	125	.00	61,875	.00
450.52	100.0	TON	SUPERPAVE LEVELING COURSE - 9.5 (SLC - 9.5) at one hundred twenty five dollars and zero cents PER TON	125	.00	12,500	.00
451.	650.0	TON	HMA FOR PATCHING at one hundred forty six dollars and zero cents PER TON	146	.00	94,900	.00
452.	1,400.0	GAL	ASPHALT EMULSION FOR TACK COAT at eight dollars and zero cents PER GALLON	8	.00	11,200	.00
453.	9,050.0	FT	HMA JOINT SEALANT at seventy five cents PER FOOT	00	.75	6,787	.50
472.	85.0	TON	TEMPORARY ASPHALT PATCHING at two hundred eighteen dollars and zero cents PER TON	218	.00	18,530	.00
504.	360.0	FT	GRANITE CURB TYPE VA4 - STRAIGHT at ninety six dollars and eighty six cents PER FOOT	96	.86	34,869	.60
504.1	340.0	FT	GRANITE CURB TYPE VA4 - CURVED at one hundred twenty nine dollars and twenty four cents PER FOOT	129	.24	43,941	.60

Carried Forward	166,236	.55	1,736,275	.85

	Item Number	Qty.	Unit	Item with Unit Bid Price Written in Words	Unit Price Dollars	Unit Price Cents	Amount Dollars	Amount Cents
				Brought Forward				
*	507.15	250.0	FT	GRANITE CURB TYPE T-100 - TRAVERSABLE - CURVED at two hundred dollars and zero cents PER FOOT	200	.00	50,000	.00
	520.	6.0	FT	CONCRETE CURB TYPE VA at one hundred dollars and zero cents PER FOOT	100	.00	600	.00
	570.2	700.0	FT	HOT MIX ASPHALT CURB TYPE 2 at ten dollars and zero cents PER FOOT	10	.00	7,000	.00
	697.	6,050.0	FT	SEDIMENTATION FENCE at one dollar and fifty cents PER FOOT	1	.50	9,075	.00
*	697.1	27.0	EA	SILT SACK at sixty five dollars and zero cents PER EACH	65	.00	1,755	.00
*	698.3	85.0	SY	GEOTEXTILE FABRIC FOR SEPARATION at seven dollars and zero cents PER SQUARE YARD	7	.00	595	.00
	701.	3.0	SY	CEMENT CONCRETE SIDEWALK at one thousand six hundred dollars and zero cents PER SQUARE YARD	1,600	.00	4,800	.00
*	701.3	270.0	SY	CEMENT CONCRETE SPLITTER ISLAND at one hundred seventeen dollars and thirteen cents PER SQUARE YARD	117	.13	31,625	.10
*	701.4	210.0	SY	STAMPED CEMENT CONCRETE TRUCK APRON at two hundred twenty dollars and zero cents PER SQUARE YARD	220	.00	46,200	.00
	702.	20.0	TON	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY at six hundred dollars and zero cents PER TON	600	.00	12,000	.00
	715.	1.0	EA	RURAL MAIL BOX REMOVED AND RESET at two hundred fifty dollars and zero cents PER EACH	250	.00	250	.00
	748.	1.0	LS	MOBILIZATION at one hundred ten thousand dollars and zero cents PER LUMP SUM	110,000	.00	110,000	.00
	751.	980.0	CY	LOAM FOR ROADSIDES at seventy four dollars and two cents PER CUBIC YARD	74	.02	72,539	.60
*	756.	1.0	LS	NPDES STORMWATER POLLUTION PREVENTION at twenty thousand dollars and zero cents PER LUMP SUM	20,000	.00	20,000	.00
				Carried Forward	299,481	.20	2,102,715	.55

	Item Number	Qty.	Unit	Item with Unit Bid Price Written in Words	Unit Price Dollars	Unit Price Cents	Amount Dollars	Amount Cents
				Brought Forward				
	765.	1,680.0	SY	SEEDING at four dollars and fifty cents PER SQUARE YARD	4	.50	7,560	.00
*	767.121	6,800.0	FT	SEDIMENT CONTROL BARRIER at six dollars and fifty three cents PER FOOT	6	.53	44,404	.00
*	804.25	1,055.0	FT	2-5 INCH ELECTRICAL CONDUIT DUCT BANK at one hundred fifty dollars and fifty cents PER FOOT	150	.50	158,777	.50
*	811.01	2.0	EA	ELECTRIC MANHOLE at twenty nine thousand dollars and zero cents PER EACH	29,000	.00	58,000	.00
*	823.72	1.0	EA	HIGHWAY LIGHTING ARM AND LUMINAIRE REMOVED AND RESET at twelve thousand dollars and zero cents PER EACH	12,000	.00	12,000	.00
	832.	150.0	SF	WARNING-REGULATORY AND ROUTE MARKER - ALUMINUM PANEL (TYPE A) at eighteen dollars and zero cents PER SQUARE FOOT	18	.00	2,700	.00
	847.1	25.0	EA	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST at three hundred dollars and zero cents PER EACH	300	.00	7,500	.00
	851.1	190.0	DAY	TRAFFIC CONES FOR TRAFFIC MANAGEMENT at one hundred dollars and zero cents PER DAY	100	.00	19,000	.00
	852.	350.0	SF	SAFETY SIGNING FOR TRAFFIC MANAGEMENT at ten dollars and zero cents PER SQUARE FOOT	10	.00	3,500	.00
	853.1	2.0	EA	PORTABLE BREAKAWAY BARRICADE TYPE III at two hundred fifty dollars and zero cents PER EACH	250	.00	500	.00
	854.014	7,300.0	FT	TEMPORARY PAVEMENT MARKINGS - 4 INCH (TAPE) at one dollar and zero cents PER FOOT	1	.00	7,300	.00
	854.034	7,300.0	FT	TEMPORARY PAVEMENT MARKINGS - 4 INCH (PAINT) at zero dollars and fifty five cents PER FOOT	0	.55	4,015	.00
	856.12	300.0	DAY	PORTABLE CHANGEABLE MESSAGE SIGN at forty dollars and zero cents PER DAY	40	.00	12,000	.00
				Carried Forward	341,362	.28	2,439,972	.05

	Item Number	Qty.	Unit	Item with Unit Bid Price Written in Words	Unit Price Dollars	Cents	Amount Dollars	Cents
				Brought Forward				
	859.	2,400.0	DAY	REFLECTORIZED DRUM at two dollars and fifty cents PER DAY	2	.50	6,000	.00
	864.036	15.0	EA	PAVEMENT LEGENDS REFL. WHITE THERMOPLASTIC at one hundred dollars and zero cents PER EACH	100	.00	1,500	.00
	866.104	3,830.0	FT	4 INCH REFLECTORIZED WHITE LINE at five dollars and zero cents PER FOOT	5	.00	19,150	.00
	866.112	125.0	FT	12 INCH REFLECTORIZED WHITE LINE at six dollars and zero cents PER FOOT	6	.00	750	.00
	867.104	5,060.0	FT	4 INCH REFLECTORIZED YELLOW LINE at five dollars and zero cents PER FOOT	5	.00	25,300	.00
	874.	14.0	EA	STREET NAME SIGN at four hundred dollars and zero cents PER EACH	400	.00	5,600	.00
*	874.2	2.0	EA	TRAFFIC SIGN REMOVED AND RESET at two hundred fifty dollars and zero cents PER EACH	250	.00	500	.00
	903.	1.0	CY	3000 PSI, 1.5 INCH, 470 CEMENT CONCRETE at three hundred dollars and zero cents PER CUBIC YARD	300	.00	300	.00
*	999.	1.0	ALL	POLICE SERVICES at *Ninty Five Thousand Dollars and Zero Cents* PER ALLOWANCE	*$95,000*	*00*	*$95,000*	*00*
*	999.1	1.0	ALL	MATERIAL SAMPLING AND TESTING at *EightThousand Dollars and Zero Cents* PER ALLOWANCE	*$8,000*	*00*	*$8,000*	*00*
				Total =	445,430	.78	2,602,072	.05

Total (in words below):

TWO MILLION SIX HUNDRED TWO THOUSAND SEVENTY TWO DOLLARS AND FIVE CENTS

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

10.22.2025

Date

JOSPEH P. WOODALL JR., PRESIDENT

Print Name & Title of Signatory

WOODALL CONSTRUCTION CO. INC.

Name of Contractor

VII. REFERENCE FORM

Bidder : WOODALL CONSTRUCTION CO. INC.

IFB Title: IFB NO. MSH 2025-001, INTERSECTION IMPROVEMENTS AND UTILITY INFRASTRUCTURE UPGRADES

Bidders must provide a list of at least three (3) references to which similar size and scope projects have been completed within the past five (5) years, along with the name of a contact person and phone numbers. (Municipalities desired, if applicable). Additionally, please attach to this form a complete list of ongoing projects, projects completed within the past two years, including project names, values and contact names, and email addresses. The Town reserves the right to obtain additional references at their option. The Town shall interpret whether project references are similar in scope and size.

SEE ATTACHED

Reference: _____ Contact: _____
Address: _____ Phone: _____
_____ Email: _____

Description and date(s) of supplies or services provided:

_____
_____
_____

Reference: _____ Contact: _____
Address: _____ Phone: _____
_____ Email: _____

Description and date(s) of supplies or services provided:

_____
_____
_____

Reference: _____ Contact: _____
Address: _____ Phone: _____
_____ Email: _____

Description and date(s) of supplies or services provided:

_____
_____
_____

Attach additional sheets if necessary

VIII. COMBINED CERTIFICATION FORM

CERTIFICATIONS REQUIRED BY LAW FOR PUBLIC CONSTRUCTION CONTRACTS

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

STATE TAX CERTIFICATION

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below-named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING/LABOR HARMONY

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

(1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;

(2) 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 they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

(3) All employees to be employed in the work subject to this contract 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.

REGISTRATION WITH THE MASSACHUSETTS SECRETARY OF STATE

If the undersigned is a Foreign Corporation (located outside of Massachusetts), I hereby certify that I comply with the provisions of Massachusetts General Laws, Chapter 30,

Section 39L and Chapter 156D as they relate to Foreign Corporations and am registered and in good standing with the Massachusetts Secretary of State.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature	10.22.2025 Date
JOSEPH P. WOODALL JR., PRESIDENT Print Name & Title of Signatory	
WOODALL CONSTRUCTION CO. INC. Name of Contractor	

REFERENCE LIST / RECENT CONTRACTS / WORK COMPLETED / EXPERIENCE
Bidder: Woodall Construction Co. Inc.

Reference: Town of Westwood
Address: 580 High Street Westwood, MA 02090
Contact:Brendan Ryan
Phone: 781.320.1038
EmailAddress: bryan@townhall.westwood.ma.us
Amount: 2,000,000.00
Description and date(s) of supplies or services provided: August 2024
The Project consists of: Site work to develop lawns for approximately 1,100 burial spaces. Provision and installation of bar foundations for gravestones, new driveways, utilities, landscaping, walkways, and patios, including; Preparation of an EPA Stormwater. Drainage piping, structures (catch basins, manholes,) and recharge system. Tree removal and offsite disposal of stumps and trees/brush/debris. Striping existing topsoil, screening, and stockpiling.

Reference: City of Worcester
Address: 20 East Worcester Street, Worcester, MA 01604
Contact: Nicolas Wilbur
Phone: 508.929.1300 x49153
EmailAddress: WilburN@worcesterma.gov
Amount: 1,000,000.00
Description and date(s) of supplies or services provided: August 2025
The Project consists of: Shore drive park and sidewalks improvements - site work, paving etc.

Reference: Town of Tyngsborough
Address: 25 Bryants Lane, Tyngsborough, MA 01879
Contact: Jacob Zwicker
Phone: 978.649.2300 x158
Email Address: jzwicker@tyngsboroughma.gov
Amount: $500,000.00
Description and date(s) of supplies or services provided: October 2023
The Project consists of: removing and installing of catch basins and leaching basins, furnishing and installing of drainage manholes and new pipe, cutting and capping of some existing pipe, removing and installing of new asphalt pavement, various drainage improvements, and all other appurtenant work.

Reference: Town of Dedham
Address: 450 Washington Street, Dedham, MA 02026
Contact: Jason Mammone
Phone: 781.751.93502
Email Address: jmammone@dedham-ma.gov
Amount: $650,000.00
Description and date(s) of supplies or services provided: September 2024

The Project consists of: the retrofit of existing catch basins to incorporate infiltration trenches, replacement of existing storm drain pipes with perforated drainage pipe, and replacement of existing catch basins with deep sump catch basins.

Reference: Town of Norwood
Address: 566 Washington Street, Norwood, MA 02062
Contact: Brian Murphy
Phone: 781.762.1413
Email Address: bjmurphy@norwoodma.gov
Amount: $305,000.00
Description and date(s) of supplies or services provided: August 2024
The Project consists of: remove 24" VCP and replace with 30" Hdpe (550lf) in existing 20' easement. Project also consisted of installing 24" sdr35 lines crossing main road connecting two 8'x8' manholes weighing 16000 lbs. were syphon was installed under 24" sir 35 prior to installation to sewer out of the way. Woodall construction opened all control of live stormwater flow, shoring and suspension of utilities and restoration of all areas disturbed.

Reference: Town of Clinton
Address: 242 Church Street, Clinton, MA 01510
Contact: Lucas Brinkman
Phone: 978.657.9714 x105
Email Address: lbrinkman@gcgassociates.net
Amount: $222,000
Description and date(s) of supplies or services provided: October 2025
The Project consists of: The installation of approximately 775 linear feet of 8" ductile iron water main, fittings, fire hydrants, water services, temporary and permanent trench pavement, and other related water system work.

Reference: Town of Needham
Address: 500 Dedham Avenue (Rte. 135) Needham, MA 02492
Contact: Justin Savignano
Phone: 781-455-7538 x362
Email Address: jsavignano@needhamma.gov
Amount: $300,000.00
Description and date(s) of supplies or services provided: October 2022
The Project consists of: walker pond stormwater improvements, including clearing and grubbing, selective clearing and thinning, tree removal, stump removal, common excavation, rock excavation, fine grading and compacting, pavement replacement

WORK ON HAND

Project: Town of Medway - Road Repair (on-call)
Project Amount: $200,000
Anticipated Completion: 3/1/2026

Project: Town of Medway - Crushing (on-call)
Project Amount: $24,000
Anticipated Completion: 10/1/2026

Project: UMass Lowell (on-call)
Project Amount: $100,000
Anticipated Completion: 10/1/2026

Project: City of Worcester
Project Amount: $825,000
Anticipated Completion: 10/31/2025

Project: Town of Clinton - Union Street
Project Amount: $222,000
Anticipated Completion: 10/31/2025

Project: City of Boston - Odom Park
Project Amount: $370,000
Anticipated Completion: 10/31/2025

Project: Town of Acton - Dog Park
Project Amount: $340,000
Anticipated Completion: 11/30/2025

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

MAURA HEALY
Governor
KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority:	TOWN OF MEDFIELD	**City/Town:**	MEDFIELD
Contract Number:	MSH 2025-001		
Description of Work:	Two phase construction project including roadway intersection improvements at three locations and utility infrastructure upgrades at a fourth location in support of the redevelopment of the Medfield State Hospital.		
Job Location:	Various locations in Medfield, MA		

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets form DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2025	$40.95	$15.57	$20.17	$0.00	$0.00	$76.69
	12/1/2025	$40.95	$15.57	$21.78	$0.00	$0.00	$78.30
	1/1/2026	$40.95	$16.17	$21.78	$0.00	$0.00	$78.90
	6/1/2026	$41.95	$16.17	$21.78	$0.00	$0.00	$79.90
	12/1/2026	$41.95	$16.17	$23.52	$0.00	$0.00	$81.64
	1/1/2027	$41.95	$16.77	$23.52	$0.00	$0.00	$82.24
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2025	$41.02	$15.57	$20.17	$0.00	$0.00	$76.76
	12/1/2025	$41.02	$15.57	$21.78	$0.00	$0.00	$78.37
	1/1/2026	$41.02	$16.17	$21.78	$0.00	$0.00	$78.97
	6/1/2026	$42.02	$16.17	$21.78	$0.00	$0.00	$79.97
	12/1/2026	$42.02	$16.17	$23.52	$0.00	$0.00	$81.71
	1/1/2027	$42.02	$16.77	$23.52	$0.00	$0.00	$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2025	$41.14	$15.57	$20.17	$0.00	$0.00	$76.88
	12/1/2025	$41.14	$15.57	$21.78	$0.00	$0.00	$78.49
	1/1/2026	$41.14	$16.17	$21.78	$0.00	$0.00	$79.09
	6/1/2026	$42.14	$16.17	$21.78	$0.00	$0.00	$80.09
	12/1/2026	$42.14	$16.17	$23.52	$0.00	$0.00	$81.83
	1/1/2027	$42.14	$16.77	$23.52	$0.00	$0.00	$82.43
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1) For apprentice rates see "Apprentice- PILE DRIVER"	1/1/2024	$117.16	$10.08	$11.62	$12.67	$0.00	$151.53
AIR TRACK OPERATOR LABORERS LABORERS - ZONE 2 For apprentice rates see "Apprentice- LABORER"	6/1/2025	$41.09	$9.90	$9.25	$9.11	$0.00	$69.35
	12/1/2025	$42.47	$9.90	$9.25	$9.11	$0.00	$70.73
	6/1/2026	$43.91	$9.90	$9.25	$9.11	$0.00	$72.17
	12/1/2026	$45.35	$9.90	$9.25	$9.11	$0.00	$73.61
	6/1/2027	$46.80	$9.90	$9.25	$9.11	$0.00	$75.06
	12/1/2027	$48.25	$9.90	$9.25	$9.11	$0.00	$76.51
	6/1/2028	$49.75	$9.90	$9.25	$9.11	$0.00	$78.01
	12/1/2028	$51.25	$9.90	$9.25	$9.11	$0.00	$79.51
AIR TRACK OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	6/1/2025	$41.09	$9.90	$9.25	$9.21	$0.00	$69.45
	12/1/2025	$42.47	$9.90	$9.25	$9.21	$0.00	$70.83
	6/1/2026	$43.91	$9.90	$9.25	$9.21	$0.00	$72.27
	12/1/2026	$45.35	$9.90	$9.25	$9.21	$0.00	$73.71
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	6/1/2025	$43.80	$14.50	$4.30	$6.75	$0.00	$69.35
	12/1/2025	$44.80	$14.50	$4.30	$6.75	$0.00	$70.35
ASPHALT RAKER LABORERS LABORERS - ZONE 2	6/1/2025	$40.59	$9.90	$9.25	$9.11	$0.00	$68.85
	12/1/2025	$41.97	$9.90	$9.25	$9.11	$0.00	$70.23
	6/1/2026	$43.41	$9.90	$9.25	$9.11	$0.00	$71.67
	12/1/2026	$44.85	$9.90	$9.25	$9.11	$0.00	$73.11

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2027	$46.30	$9.90	$9.25	$9.11	$0.00	$74.56
	12/1/2027	$47.75	$9.90	$9.25	$9.11	$0.00	$76.01
	6/1/2028	$49.25	$9.90	$9.25	$9.11	$0.00	$77.51
	12/1/2028	$50.75	$9.90	$9.25	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2025	$40.59	$9.90	$9.25	$9.21	$0.00	$68.95
	12/1/2025	$41.97	$9.90	$9.25	$9.21	$0.00	$70.33
	6/1/2026	$43.41	$9.90	$9.25	$9.21	$0.00	$71.77
	12/1/2026	$44.85	$9.90	$9.25	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2025	$58.33	$15.55	$13.25	$3.25	$0.00	$90.38
	12/1/2025	$59.78	$15.55	$13.25	$3.25	$0.00	$91.83
	6/1/2026	$61.08	$15.55	$13.25	$3.25	$0.00	$93.13
	12/1/2026	$62.53	$15.55	$13.25	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2025	$58.33	$15.55	$13.25	$3.25	$0.00	$90.38
	12/1/2025	$59.78	$15.55	$13.25	$3.25	$0.00	$91.83
	6/1/2026	$61.08	$15.55	$13.25	$3.25	$0.00	$93.13
	12/1/2026	$62.53	$15.55	$13.25	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER LABORERS LABORERS - ZONE 2	6/1/2025	$40.59	$9.90	$9.25	$9.11	$0.00	$68.85
	12/1/2025	$41.97	$9.90	$9.25	$9.11	$0.00	$70.23
	6/1/2026	$43.41	$9.90	$9.25	$9.11	$0.00	$71.67
	12/1/2026	$44.85	$9.90	$9.25	$9.11	$0.00	$73.11
	6/1/2027	$46.30	$9.90	$9.25	$9.11	$0.00	$74.56
	12/1/2027	$47.75	$9.90	$9.25	$9.11	$0.00	$76.01
	6/1/2028	$49.25	$9.90	$9.25	$9.11	$0.00	$77.51
	12/1/2028	$50.75	$9.90	$9.25	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER LABORERS LABORERS - ZONE 2	6/1/2025	$41.09	$9.90	$9.25	$9.11	$0.00	$69.35
	12/1/2025	$42.47	$9.90	$9.25	$9.11	$0.00	$70.73
	6/1/2026	$43.91	$9.90	$9.25	$9.11	$0.00	$72.17
	12/1/2026	$45.35	$9.90	$9.25	$9.11	$0.00	$73.61
	6/1/2027	$46.80	$9.90	$9.25	$9.11	$0.00	$75.06
	12/1/2027	$48.25	$9.90	$9.25	$9.11	$0.00	$76.51
	6/1/2028	$49.75	$9.90	$9.25	$9.11	$0.00	$78.01
	12/1/2028	$51.25	$9.90	$9.25	$9.11	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2025	$41.09	$9.90	$9.25	$9.21	$0.00	$69.45
	12/1/2025	$42.47	$9.90	$9.25	$9.21	$0.00	$70.83
	6/1/2026	$43.91	$9.90	$9.25	$9.21	$0.00	$72.27
	12/1/2026	$45.35	$9.90	$9.25	$9.21	$0.00	$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BOILER MAKER BOILERMAKERS LOCAL 29 BOILERMAKERS LOCAL 29	1/1/2024	$48.12	$7.07	$14.60	$6.00	$0.00	$75.79

Apprentice: BOILER MAKER

Effective Date: 1/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	$31.28	$7.07	$9.32	$3.90	$0.00	$51.57
2	65.00	$31.28	$7.07	$9.32	$3.90	$0.00	$51.57
3	70.00	$33.68	$7.07	$10.03	$4.20	$0.00	$54.98
4	75.00	$36.09	$7.07	$10.74	$4.50	$0.00	$58.40
5	80.00	$38.50	$7.07	$11.45	$4.80	$0.00	$61.82
6	85.00	$40.90	$7.07	$12.18	$5.10	$0.00	$65.25
7	90.00	$43.31	$7.07	$12.88	$5.40	$0.00	$68.66
8	95.00	$45.71	$7.07	$13.62	$5.70	$0.00	$72.10

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 (LOWELL)	8/1/2025	$65.81	$11.49	$15.57	$7.33	$0.00	$100.20
	2/1/2026	$67.16	$11.49	$15.57	$7.33	$0.00	$101.55
	8/1/2026	$69.36	$11.49	$15.57	$7.33	$0.00	$103.75
	2/1/2027	$70.76	$11.49	$15.57	$7.33	$0.00	$105.15

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

Effective Date: 8/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$32.91	$11.49	$15.57	$7.33	$0.00	$67.30
2	60.00	$39.49	$11.49	$15.57	$7.33	$0.00	$73.88
3	70.00	$46.07	$11.49	$15.57	$7.33	$0.00	$80.46
4	80.00	$52.65	$11.49	$15.57	$7.33	$0.00	$87.04
5	90.00	$59.23	$11.49	$15.57	$7.33	$0.00	$93.62

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$33.58	$11.49	$15.57	$7.33	$0.00	$67.97
2	60.00	$40.30	$11.49	$15.57	$7.33	$0.00	$74.69
3	70.00	$47.01	$11.49	$15.57	$7.33	$0.00	$81.40
4	80.00	$53.73	$11.49	$15.57	$7.33	$0.00	$88.12
5	90.00	$60.44	$11.49	$15.57	$7.33	$0.00	$94.83

Apprentice to Journeyworker Ratio: 1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	6/1/2025	$57.68	$15.55	$13.25	$3.25	$0.00	$89.73
	12/1/2025	$59.12	$15.55	$13.25	$3.25	$0.00	$91.17

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.40	$15.55	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.84	$15.55	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN LABORERS LABORERS - FOUNDATION AND MARINE	6/1/2025	$48.85	$9.90	$9.25	$9.80	$0.00	$77.80
	12/1/2025	$50.35	$9.90	$9.25	$9.80	$0.00	$79.30
	6/1/2026	$51.90	$9.90	$9.25	$9.80	$0.00	$80.85
	12/1/2026	$53.40	$9.90	$9.25	$9.80	$0.00	$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER LABORERS LABORERS - FOUNDATION AND MARINE	6/1/2025	$47.70	$9.90	$9.25	$9.80	$0.00	$76.65
	12/1/2025	$49.20	$9.90	$9.25	$9.80	$0.00	$78.15
	6/1/2026	$50.75	$9.90	$9.25	$9.80	$0.00	$79.70
	12/1/2026	$52.25	$9.90	$9.25	$9.80	$0.00	$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN LABORERS LABORERS - FOUNDATION AND MARINE	6/1/2025	$48.03	$9.90	$9.25	$9.80	$0.00	$76.98
	12/1/2025	$49.53	$9.90	$9.25	$9.80	$0.00	$78.48
	6/1/2026	$51.08	$9.90	$9.25	$9.80	$0.00	$80.03
	12/1/2026	$52.58	$9.90	$9.25	$9.80	$0.00	$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR LABORERS LABORERS - ZONE 2	6/1/2025	$40.59	$9.90	$9.25	$9.11	$0.00	$68.85
	12/1/2025	$41.97	$9.90	$9.25	$9.11	$0.00	$70.23
	6/1/2026	$43.41	$9.90	$9.25	$9.11	$0.00	$71.67
	12/1/2026	$44.85	$9.90	$9.25	$9.11	$0.00	$73.11
	6/1/2027	$46.30	$9.90	$9.25	$9.11	$0.00	$74.56
	12/1/2027	$47.75	$9.90	$9.25	$9.11	$0.00	$76.01
	6/1/2028	$49.25	$9.90	$9.25	$9.11	$0.00	$77.51
	12/1/2028	$50.75	$9.90	$9.25	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
CARPENTER CARPENTERS CARPENTERS -ZONE 2 (Eastern Massachusetts)	9/1/2025	$50.35	$10.33	$11.47	$8.50	$0.00	$80.65
	3/1/2026	$51.60	$10.33	$11.47	$8.50	$0.00	$81.90
	9/1/2026	$52.85	$10.33	$11.47	$8.50	$0.00	$83.15
	3/1/2027	$54.10	$10.33	$11.47	$8.50	$0.00	$84.40

Apprentice: CARPENTER

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$22.66	$10.33	$0.00	$1.73	$0.00	$34.72
2	45.00	$22.66	$10.33	$0.00	$1.73	$0.00	$34.72
3	55.00	$27.69	$10.33	$0.00	$3.40	$0.00	$41.42
4	55.00	$27.69	$10.33	$0.00	$3.40	$0.00	$41.42
5	70.00	$35.25	$10.33	$11.41	$5.10	$0.00	$62.09
6	70.00	$35.25	$10.33	$11.41	$5.10	$0.00	$62.09
7	80.00	$40.28	$10.33	$11.44	$6.80	$0.00	$68.85
8	80.00	$40.28	$10.33	$11.44	$6.80	$0.00	$68.85

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME CARPENTERS CARPENTERS-ZONE 3 (Wood Frame)	10/1/2024	$26.65	$7.02	$3.80	$1.00	$0.00	$38.47
	10/1/2025	$27.75	$7.02	$3.80	$1.00	$0.00	$39.57
	10/1/2026	$28.85	$7.02	$3.80	$1.00	$0.00	$40.67

All Aspects of New Wood Frame Work

Apprentice: CARPENTER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$23.22	$10.33	$0.00	$1.73	$0.00	$35.28
2	45.00	$23.22	$10.33	$0.00	$1.73	$0.00	$35.28
3	55.00	$28.38	$10.33	$0.00	$3.40	$0.00	$42.11
4	55.00	$28.38	$10.33	$0.00	$3.40	$0.00	$42.11
5	70.00	$36.12	$10.33	$11.41	$5.10	$0.00	$62.96
6	70.00	$36.12	$10.33	$11.41	$5.10	$0.00	$62.96
7	80.00	$41.28	$10.33	$11.44	$6.80	$0.00	$69.85
8	80.00	$41.28	$10.33	$11.44	$6.80	$0.00	$69.85

Apprentice to Journeyworker Ratio: 1:5

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$15.99	$7.02	$0.00	$0.00	$0.00	$23.01
2	60.00	$15.99	$7.02	$0.00	$0.00	$0.00	$23.01
3	65.00	$17.32	$7.02	$0.00	$1.00	$0.00	$25.34
4	70.00	$18.66	$7.02	$0.00	$1.00	$0.00	$26.68
5	75.00	$19.99	$7.02	$3.80	$1.00	$0.00	$31.81
6	80.00	$21.32	$7.02	$3.80	$1.00	$0.00	$33.14
7	85.00	$22.65	$7.02	$3.80	$1.00	$0.00	$34.47
8	90.00	$23.99	$7.02	$3.80	$1.00	$0.00	$35.81

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$16.65	$7.02	$0.00	$0.00	$0.00	$23.67
2	60.00	$16.65	$7.02	$0.00	$0.00	$0.00	$23.67
3	65.00	$18.04	$7.02	$0.00	$1.00	$0.00	$26.06
4	70.00	$19.43	$7.02	$0.00	$1.00	$0.00	$27.45
5	75.00	$20.81	$7.02	$3.80	$1.00	$0.00	$32.63
6	80.00	$22.20	$7.02	$3.80	$1.00	$0.00	$34.02
7	85.00	$23.59	$7.02	$3.80	$1.00	$0.00	$35.41
8	90.00	$24.98	$7.02	$3.80	$1.00	$0.00	$36.80

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:5							
CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 (LOWELL)	7/1/2024	$49.19	$13.35	$16.43	$7.78	$1.80	$88.55

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 7/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.60	$13.35	$16.43	$0.00	$0.00	$54.38
2	60.00	$29.51	$13.35	$16.43	$2.78	$1.80	$63.87
3	65.00	$31.97	$13.35	$16.43	$3.78	$1.80	$67.33
4	70.00	$34.43	$13.35	$16.43	$4.78	$1.80	$70.79
5	75.00	$36.89	$13.35	$16.43	$5.78	$1.80	$74.25
6	80.00	$39.35	$13.35	$16.43	$6.78	$1.80	$77.71
7	90.00	$44.27	$13.35	$16.43	$7.78	$1.80	$83.63

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:3							
CHAIN SAW OPERATOR LABORERS LABORERS - ZONE 2	6/1/2025	$40.59	$9.90	$9.25	$9.11	$0.00	$68.85
	12/1/2025	$41.97	$9.90	$9.25	$9.11	$0.00	$70.23
	6/1/2026	$43.41	$9.90	$9.25	$9.11	$0.00	$71.67
	12/1/2026	$44.85	$9.90	$9.25	$9.11	$0.00	$73.11
	6/1/2027	$46.30	$9.90	$9.25	$9.11	$0.00	$74.56
	12/1/2027	$47.75	$9.90	$9.25	$9.11	$0.00	$76.01
	6/1/2028	$49.25	$9.90	$9.25	$9.11	$0.00	$77.51
	12/1/2028	$50.75	$9.90	$9.25	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2025	$59.51	$15.55	$13.25	$3.25	$0.00	$91.56
	12/1/2025	$60.98	$15.55	$13.25	$3.25	$0.00	$93.03
	6/1/2026	$62.31	$15.55	$13.25	$3.25	$0.00	$94.36
	12/1/2026	$63.79	$15.55	$13.25	$3.25	$0.00	$95.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2025	$37.52	$15.55	$13.25	$3.25	$0.00	$69.57
	12/1/2025	$38.47	$15.55	$13.25	$3.25	$0.00	$70.52
	6/1/2026	$39.33	$15.55	$13.25	$3.25	$0.00	$71.38
	12/1/2026	$40.28	$15.55	$13.25	$3.25	$0.00	$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	7/1/2025	$58.51	$10.30	$11.95	$12.50	$0.00	$93.26
	1/1/2026	$59.56	$10.35	$12.00	$12.60	$0.00	$94.51

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: DELEADER (BRIDGE)

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$29.26	$10.30	$0.00	$0.00	$0.00	$39.56
2	55.00	$32.18	$10.30	$0.00	$6.88	$0.00	$49.36
3	60.00	$35.11	$10.30	$0.00	$7.50	$0.00	$52.91
4	65.00	$38.03	$10.30	$0.00	$8.13	$0.00	$56.46
5	70.00	$40.96	$10.30	$11.95	$8.75	$0.00	$71.96
6	75.00	$43.88	$10.30	$11.95	$9.38	$0.00	$75.51
7	80.00	$46.81	$10.30	$11.95	$10.00	$0.00	$79.06
8	90.00	$52.66	$10.30	$11.95	$11.25	$0.00	$86.16

Apprentice: DELEADER (BRIDGE)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$29.78	$10.35	$0.00	$0.00	$0.00	$40.13
2	55.00	$32.76	$10.35	$0.00	$6.93	$0.00	$50.04
3	60.00	$35.74	$10.35	$0.00	$7.56	$0.00	$53.65
4	65.00	$38.71	$10.35	$0.00	$8.19	$0.00	$57.25
5	70.00	$41.69	$10.35	$12.00	$8.82	$0.00	$72.86
6	75.00	$44.67	$10.35	$12.00	$9.45	$0.00	$76.47
7	80.00	$47.65	$10.35	$12.00	$10.08	$0.00	$80.08
8	90.00	$53.60	$10.35	$12.00	$11.34	$0.00	$87.29

Apprentice to Journeyworker Ratio: 1:1

DEMO: ADZEMAN LABORERS LABORERS - ZONE 2	6/2/2025	$47.75	$9.90	$9.25	$9.65	$0.00	$76.55
	12/1/2025	$49.25	$9.90	$9.25	$9.65	$0.00	$78.05
	6/1/2026	$50.80	$9.90	$9.25	$9.65	$0.00	$79.60
	12/7/2026	$52.30	$9.90	$9.25	$9.65	$0.00	$81.10
	6/7/2027	$53.90	$9.90	$9.25	$9.65	$0.00	$82.70
	12/6/2027	$55.50	$9.90	$9.25	$9.65	$0.00	$84.30
	6/5/2028	$57.18	$9.90	$9.25	$9.65	$0.00	$85.98
	12/4/2028	$58.85	$9.90	$9.25	$9.65	$0.00	$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS LABORERS - ZONE 2	6/2/2025	$48.75	$9.90	$9.25	$9.65	$0.00	$77.55
	12/1/2025	$50.25	$9.90	$9.25	$9.65	$0.00	$79.05
	6/1/2026	$51.80	$9.90	$9.25	$9.65	$0.00	$80.60
	12/7/2026	$53.30	$9.90	$9.25	$9.65	$0.00	$82.10
	6/7/2027	$54.90	$9.90	$9.25	$9.65	$0.00	$83.70
	12/6/2027	$56.50	$9.90	$9.25	$9.65	$0.00	$85.30
	6/5/2028	$58.18	$9.90	$9.25	$9.65	$0.00	$86.98
	12/4/2028	$59.85	$9.90	$9.25	$9.65	$0.00	$88.65

For apprentice rates see "Apprentice- LABORER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: BURNERS LABORERS LABORERS - ZONE 2	6/2/2025	$48.50	$9.90	$9.25	$9.65	$0.00	$77.30
	12/1/2025	$50.00	$9.90	$9.25	$9.65	$0.00	$78.80
	6/1/2026	$51.55	$9.90	$9.25	$9.65	$0.00	$80.35
	12/7/2026	$53.05	$9.90	$9.25	$9.65	$0.00	$81.85
	6/7/2027	$54.65	$9.90	$9.25	$9.65	$0.00	$83.45
	12/6/2027	$56.25	$9.90	$9.25	$9.65	$0.00	$85.05
	6/5/2028	$57.93	$9.90	$9.25	$9.65	$0.00	$86.73
	12/4/2028	$59.60	$9.90	$9.25	$9.65	$0.00	$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER LABORERS LABORERS - ZONE 2	6/2/2025	$48.75	$9.90	$9.25	$9.65	$0.00	$77.55
	12/1/2025	$50.25	$9.90	$9.25	$9.65	$0.00	$79.05
	6/1/2026	$51.80	$9.90	$9.25	$9.65	$0.00	$80.60
	12/7/2026	$53.30	$9.90	$9.25	$9.65	$0.00	$82.10
	6/7/2027	$54.90	$9.90	$9.25	$9.65	$0.00	$83.70
	12/6/2027	$56.50	$9.90	$9.25	$9.65	$0.00	$85.30
	6/5/2028	$58.18	$9.90	$9.25	$9.65	$0.00	$86.98
	12/4/2028	$59.85	$9.90	$9.25	$9.65	$0.00	$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR LABORERS LABORERS - ZONE 2	6/2/2025	$48.50	$9.90	$9.25	$9.65	$0.00	$77.30
	12/1/2025	$50.00	$9.90	$9.25	$9.65	$0.00	$78.80
	6/1/2026	$51.55	$9.90	$9.25	$9.65	$0.00	$80.35
	12/7/2026	$53.05	$9.90	$9.25	$9.65	$0.00	$81.85
	6/7/2027	$54.65	$9.90	$9.25	$9.65	$0.00	$83.45
	12/6/2027	$56.25	$9.90	$9.25	$9.65	$0.00	$85.05
	6/5/2028	$57.93	$9.90	$9.25	$9.65	$0.00	$86.73
	12/4/2028	$59.60	$9.90	$9.25	$9.65	$0.00	$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER LABORERS LABORERS - ZONE 2	6/2/2025	$47.75	$9.90	$9.25	$9.65	$0.00	$76.55
	12/1/2025	$49.25	$9.90	$9.25	$9.65	$0.00	$78.05
	6/1/2026	$50.80	$9.90	$9.25	$9.65	$0.00	$79.60
	12/7/2026	$52.30	$9.90	$9.25	$9.65	$0.00	$81.10
	6/7/2027	$53.90	$9.90	$9.25	$9.65	$0.00	$82.70
	12/6/2027	$55.50	$9.90	$9.25	$9.65	$0.00	$84.30
	6/5/2028	$57.18	$9.90	$9.25	$9.65	$0.00	$85.98
	12/4/2028	$58.85	$9.90	$9.25	$9.65	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2025	$57.68	$15.55	$13.25	$3.25	$0.00	$89.73
	12/1/2025	$59.12	$15.55	$13.25	$3.25	$0.00	$91.17
	6/1/2026	$60.40	$15.55	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.84	$15.55	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$78.11	$10.08	$11.62	$10.04	$0.00	$109.85
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A $69.83, 3A $91.79,4A $102.14 Total Rate							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DIVER TENDER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$55.79	$10.08	$11.62	$12.67	$0.00	$90.16
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A $54.20, 3A $73.93,4A $82.05 Total Rate							
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$83.69	$10.08	$11.62	$12.67	$0.00	$118.06
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$117.16	$10.08	$11.62	$12.67	$0.00	$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888 DRAWBRIDGE - SEIU LOCAL 888	7/1/2020	$26.77	$6.67	$3.93	$0.00	$0.16	$37.53
ELECTRICIAN ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	9/1/2025	$66.17	$13.00	$14.37	$8.72	$0.00	$102.26
	3/1/2026	$66.86	$13.00	$14.64	$9.00	$0.00	$103.50
	9/1/2026	$68.78	$13.00	$14.69	$9.00	$0.00	$105.47
	3/1/2027	$69.97	$13.00	$14.73	$9.00	$0.00	$106.70
	9/1/2027	$71.88	$13.00	$14.79	$9.00	$0.00	$108.67
	3/1/2028	$73.08	$13.00	$14.82	$9.00	$0.00	$109.90

Apprentice: ELECTRICIAN

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$26.47	$13.00	$0.79	$0.00	$0.00	$40.26
2	40.00	$26.47	$13.00	$0.79	$0.00	$0.00	$40.26
3	45.00	$29.78	$13.00	$13.27	$3.92	$0.00	$59.97
4	45.00	$29.78	$13.00	$13.27	$3.92	$0.00	$59.97
5	50.00	$33.09	$13.00	$13.37	$4.36	$0.00	$63.82
6	55.00	$36.39	$13.00	$13.47	$4.80	$0.00	$67.66
7	60.00	$39.70	$13.00	$13.57	$5.23	$0.00	$71.50
8	65.00	$43.01	$13.00	$13.67	$5.67	$0.00	$75.35
9	70.00	$46.32	$13.00	$13.77	$6.10	$0.00	$79.19
10	75.00	$49.63	$13.00	$13.87	$6.54	$0.00	$83.04

Apprentice: ELECTRICIAN

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$26.74	$13.00	$0.80	$0.00	$0.00	$40.54
2	40.00	$26.74	$13.00	$0.80	$0.00	$0.00	$40.54
3	45.00	$30.09	$13.00	$13.53	$3.92	$0.00	$60.54
4	45.00	$30.09	$13.00	$13.53	$4.05	$0.00	$60.67

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4 ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2025	$74.17	$16.28	$10.96	$10.40	$0.00	$111.81
	1/1/2026	$77.26	$16.38	$11.06	$10.70	$0.00	$115.40
	1/1/2027	$80.55	$16.48	$11.16	$11.00	$0.00	$119.19

Apprentice: ELECTRICIAN

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	50.00	$33.43	$13.00	$13.63	$4.50	$0.00	$64.56
6	55.00	$36.77	$13.00	$13.73	$4.95	$0.00	$68.45
7	60.00	$40.12	$13.00	$13.83	$5.40	$0.00	$72.35
8	65.00	$43.46	$13.00	$13.93	$5.85	$0.00	$76.24
9	70.00	$46.80	$13.00	$14.03	$6.30	$0.00	$80.13
10	75.00	$50.15	$13.00	$14.13	$6.75	$0.00	$84.03

Apprentice Notes

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Apprentice to Journeyworker Ratio: 2:3

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$37.09	$0.00	$0.00	$0.00	$0.00	$37.09
2	55.00	$40.79	$16.28	$10.96	$10.40	$0.00	$78.43
3	65.00	$48.21	$16.28	$10.96	$10.40	$0.00	$85.85
4	70.00	$51.92	$16.28	$10.96	$10.40	$0.00	$89.56
5	80.00	$59.34	$16.28	$10.96	$10.40	$0.00	$96.98

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$38.63	$0.00	$0.00	$0.00	$0.00	$38.63
2	55.00	$42.49	$16.38	$11.06	$10.70	$0.00	$80.63
3	65.00	$50.22	$16.38	$11.06	$10.70	$0.00	$88.36
4	70.00	$54.08	$16.38	$11.06	$10.70	$0.00	$92.22
5	80.00	$61.81	$16.38	$11.06	$10.70	$0.00	$99.95

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4 ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2025	$51.92	$16.28	$10.96	$10.40	$0.00	$89.56
	1/1/2026	$54.08	$16.38	$11.06	$10.07	$0.00	$91.59
	1/1/2027	$56.39	$16.48	$11.16	$11.00	$0.00	$95.03

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2025	$40.59	$9.90	$9.25	$9.21	$0.00	$68.95
LABORERS	12/1/2025	$41.97	$9.90	$9.25	$9.21	$0.00	$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$43.41	$9.90	$9.25	$9.21	$0.00	$71.77
	12/1/2026	$44.85	$9.90	$9.25	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2025	$52.47	$15.85	$13.15	$3.25	$0.00	$84.72
OPERATING ENGINEERS LOCAL 4	11/1/2025	$53.76	$15.85	$13.15	$3.25	$0.00	$86.01
OPERATING ENGINEERS LOCAL 4	5/1/2026	$55.20	$15.85	$13.15	$3.25	$0.00	$87.45
	11/1/2026	$56.49	$15.85	$13.15	$3.25	$0.00	$88.74
	5/1/2027	$57.92	$15.85	$13.15	$3.25	$0.00	$90.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2025	$54.07	$15.85	$13.15	$3.25	$0.00	$86.32
OPERATING ENGINEERS LOCAL 4	11/1/2025	$55.37	$15.85	$13.15	$3.25	$0.00	$87.62
OPERATING ENGINEERS LOCAL 4	5/1/2026	$56.82	$15.85	$13.15	$3.25	$0.00	$89.07
	11/1/2026	$58.12	$15.85	$13.15	$3.25	$0.00	$90.37
	5/1/2027	$59.57	$15.85	$13.15	$3.25	$0.00	$91.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2025	$25.47	$15.85	$13.15	$3.25	$0.00	$57.72
OPERATING ENGINEERS LOCAL 4	11/1/2025	$26.23	$15.85	$13.15	$3.25	$0.00	$58.48
OPERATING ENGINEERS LOCAL 4	5/1/2026	$27.08	$15.85	$13.15	$3.25	$0.00	$59.33
	11/1/2026	$27.84	$15.85	$13.15	$3.25	$0.00	$60.09
	5/1/2027	$28.69	$15.85	$13.15	$3.25	$0.00	$60.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/1/2025	$66.17	$13.00	$14.37	$9.00	$0.00	$102.54
ELECTRICIANS LOCAL 103	3/1/2026	$66.86	$13.00	$14.64	$9.00	$0.00	$103.50
ELECTRICIANS LOCAL 103	9/1/2026	$68.78	$13.00	$14.69	$9.00	$0.00	$105.47
	3/1/2027	$69.97	$13.00	$14.73	$9.00	$0.00	$106.70
	9/1/2027	$71.88	$13.00	$14.79	$9.00	$0.00	$108.67
	3/1/2028	$73.08	$13.00	$14.82	$9.00	$0.00	$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE	9/1/2025	$52.94	$13.00	$13.97	$6.98	$0.00	$86.89
/ COMMISSIONING	3/1/2026	$53.49	$13.00	$14.23	$7.20	$0.00	$87.92
ELECTRICIANS LOCAL 103	9/1/2026	$55.02	$13.00	$14.28	$7.20	$0.00	$89.50
ELECTRICIANS LOCAL 103	3/1/2027	$55.98	$13.00	$14.31	$7.20	$0.00	$90.49
	9/1/2027	$57.50	$13.00	$14.36	$7.20	$0.00	$92.06
	3/1/2028	$58.46	$13.00	$14.38	$7.20	$0.00	$93.04
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER)	6/1/2025	$47.02	$15.55	$13.25	$3.25	$0.00	$79.07
OPERATING ENGINEERS LOCAL 4	12/1/2025	$48.19	$15.55	$13.25	$3.25	$0.00	$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	$49.25	$15.55	$13.25	$3.25	$0.00	$81.30
	12/1/2026	$50.43	$15.55	$13.25	$3.25	$0.00	$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2025	$28.09	$9.90	$9.25	$9.21	$0.00	$56.45

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/1/2025	$28.09	$9.90	$9.25	$9.21	$0.00	$56.45
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$29.21	$9.90	$9.25	$9.21	$0.00	$57.57
	12/1/2026	$29.21	$9.90	$9.25	$9.21	$0.00	$57.57

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

FLOORCOVERER	9/1/2025	$57.74	$10.33	$11.47	$8.80	$0.00	$88.34
FLOORCOVERERS LOCAL 2168	3/1/2026	$59.24	$10.33	$11.47	$8.80	$0.00	$89.84
FLOORCOVERERS LOCAL 2168 ZONE I	9/1/2026	$60.74	$10.33	$11.47	$8.80	$0.00	$91.34
	3/1/2027	$62.24	$10.33	$11.47	$8.80	$0.00	$92.84

Apprentice: FLOORCOVERER

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$25.98	$10.33	$0.00	$1.76	$0.00	$38.07
2	45.00	$25.98	$10.33	$0.00	$1.76	$0.00	$38.07
3	55.00	$31.76	$10.33	$0.00	$3.52	$0.00	$45.61
4	55.00	$31.76	$10.33	$0.00	$3.52	$0.00	$45.61
5	70.00	$40.42	$10.33	$11.47	$5.28	$0.00	$67.50
6	70.00	$40.42	$10.33	$11.47	$5.28	$0.00	$67.50
7	80.00	$46.19	$10.33	$11.47	$7.04	$0.00	$75.03
8	80.00	$46.19	$10.33	$11.47	$7.04	$0.00	$75.03

Apprentice: FLOORCOVERER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$26.66	$10.33	$0.00	$1.76	$0.00	$38.75
2	45.00	$26.66	$10.33	$0.00	$1.76	$0.00	$38.75
3	55.00	$32.58	$10.33	$0.00	$3.52	$0.00	$46.43
4	55.00	$32.58	$10.33	$0.00	$3.52	$0.00	$46.43
5	70.00	$41.47	$10.33	$11.47	$5.28	$0.00	$68.55
6	70.00	$41.47	$10.33	$11.47	$5.28	$0.00	$68.55
7	80.00	$47.39	$10.33	$11.47	$7.04	$0.00	$76.23
8	80.00	$47.39	$10.33	$11.47	$7.04	$0.00	$76.23

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT/CHERRY PICKER	6/1/2025	$58.33	$15.55	$13.25	$3.25	$0.00	$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.78	$15.55	$13.25	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$61.08	$15.55	$13.25	$3.25	$0.00	$93.13
	12/1/2026	$62.53	$15.55	$13.25	$3.25	$0.00	$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	6/1/2025	$37.52	$15.55	$13.25	$3.25	$0.00	$69.57

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	12/1/2025	$38.47	$15.55	$13.25	$3.25	$0.00	$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	$39.33	$15.55	$13.25	$3.25	$0.00	$71.38
	12/1/2026	$40.28	$15.55	$13.25	$3.25	$0.00	$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	7/1/2025	$48.01	$10.30	$11.95	$12.50	$0.00	$82.76
GLAZIERS LOCAL 35	1/1/2026	$49.06	$10.35	$12.00	$12.60	$0.00	$84.01
GLAZIERS LOCAL 35 (ZONE 2)							

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.01	$10.30	$0.00	$0.00	$0.00	$34.31
2	55.00	$26.41	$10.30	$0.00	$6.88	$0.00	$43.59
3	60.00	$28.81	$10.30	$0.00	$7.50	$0.00	$46.61
4	65.00	$31.21	$10.30	$0.00	$8.13	$0.00	$49.64
5	70.00	$33.61	$10.30	$11.95	$8.75	$0.00	$64.61
6	75.00	$36.01	$10.30	$11.95	$9.38	$0.00	$67.64
7	80.00	$38.41	$10.30	$11.95	$10.00	$0.00	$70.66
8	90.00	$43.21	$10.30	$11.95	$11.25	$0.00	$76.71

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.53	$10.30	$0.00	$0.00	$0.00	$34.83
2	55.00	$26.98	$10.30	$0.00	$6.88	$0.00	$44.16
3	60.00	$29.44	$10.30	$0.00	$7.50	$0.00	$47.24
4	65.00	$31.89	$10.30	$0.00	$8.13	$0.00	$50.32
5	70.00	$34.34	$10.30	$11.95	$8.75	$0.00	$65.34
6	75.00	$36.80	$10.30	$11.95	$9.38	$0.00	$68.43
7	80.00	$39.25	$10.30	$11.95	$10.00	$0.00	$71.50
8	90.00	$44.15	$10.30	$11.95	$11.25	$0.00	$77.65

Apprentice to Journeyworker Ratio: 1:1

HOISTING ENGINEER/CRANES/GRADALLS	6/1/2025	$58.33	$15.55	$13.25	$3.25	$0.00	$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.78	$15.55	$13.25	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$61.08	$15.55	$13.25	$3.25	$0.00	$93.13
	12/1/2026	$62.53	$15.55	$13.25	$3.25	$0.00	$94.58

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 6/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$32.08	$0.00	$0.00	$0.00	$0.00	$32.08

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 6/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	60.00	$35.00	$15.55	$13.25	$3.25	$0.00	$67.05
3	65.00	$37.91	$15.55	$13.25	$3.25	$0.00	$69.96
4	70.00	$40.83	$15.55	$13.25	$3.25	$0.00	$72.88
5	75.00	$43.75	$15.55	$13.25	$3.25	$0.00	$75.80
6	80.00	$46.66	$15.55	$13.25	$3.25	$0.00	$78.71
7	85.00	$49.58	$15.55	$13.25	$3.25	$0.00	$81.63
8	90.00	$52.50	$15.55	$13.25	$3.25	$0.00	$84.55

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 12/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$32.88	$0.00	$0.00	$0.00	$0.00	$32.88
2	60.00	$35.87	$15.55	$13.25	$3.25	$0.00	$67.92
3	65.00	$38.86	$15.55	$13.25	$3.25	$0.00	$70.91
4	70.00	$41.85	$15.55	$13.25	$3.25	$0.00	$73.90
5	75.00	$44.84	$15.55	$13.25	$3.25	$0.00	$76.89
6	80.00	$47.82	$15.55	$13.25	$3.25	$0.00	$79.87
7	85.00	$50.81	$15.55	$13.25	$3.25	$0.00	$82.86
8	90.00	$53.80	$15.55	$13.25	$3.25	$0.00	$85.85

Apprentice to Journeyworker Ratio: 1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	8/1/2025	$60.98	$14.91	$18.74	$9.53	$2.98	$107.14
	2/1/2026	$62.93	$14.91	$18.74	$9.53	$2.98	$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	9/1/2025	$66.17	$13.00	$14.37	$8.72	$0.00	$102.26
	3/1/2026	$66.86	$13.00	$14.64	$9.00	$0.00	$103.50
	9/1/2026	$68.78	$13.00	$14.69	$9.00	$0.00	$105.47
	3/1/2027	$69.97	$13.00	$14.73	$9.00	$0.00	$106.70
	9/1/2027	$71.88	$13.00	$14.79	$9.00	$0.00	$108.67
	3/1/2028	$73.08	$13.00	$14.82	$9.00	$0.00	$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	8/1/2025	$60.98	$14.91	$18.74	$9.53	$2.98	$107.14
	2/1/2026	$62.93	$14.91	$18.74	$9.53	$2.98	$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2025	$68.88	$12.70	$13.05	$8.75	$0.00	$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC MECHANIC PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2025	$68.88	$12.70	$13.05	$8.75	$0.00	$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS LABORERS - ZONE 2	6/1/2025	$41.09	$9.90	$9.25	$9.11	$0.00	$69.35
	12/1/2025	$42.47	$9.90	$9.25	$9.11	$0.00	$70.73
	6/1/2026	$43.91	$9.90	$9.25	$9.11	$0.00	$72.17
	12/1/2026	$45.35	$9.90	$9.25	$9.11	$0.00	$73.61
	6/1/2027	$46.80	$9.90	$9.25	$9.11	$0.00	$75.06
	12/1/2027	$48.25	$9.90	$9.25	$9.11	$0.00	$76.51
	6/1/2028	$49.75	$9.90	$9.25	$9.11	$0.00	$78.01
	12/1/2028	$51.25	$9.90	$9.25	$9.11	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2025	$41.09	$9.90	$9.25	$9.21	$0.00	$69.45
	12/1/2025	$42.47	$9.90	$9.25	$9.21	$0.00	$70.83
	6/1/2026	$43.91	$9.90	$9.25	$9.21	$0.00	$72.27
	12/1/2026	$45.35	$9.90	$9.25	$9.21	$0.00	$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2025	$60.34	$14.75	$9.52	$10.09	$0.00	$94.70
	9/1/2026	$63.76	$14.75	$9.52	$10.09	$0.00	$98.12

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$30.17	$14.75	$9.27	$5.05	$0.00	$59.24
2	60.00	$36.20	$14.75	$9.32	$6.05	$0.00	$66.32
3	70.00	$42.24	$14.75	$9.37	$7.06	$0.00	$73.42
4	80.00	$48.27	$14.75	$9.42	$8.07	$0.00	$80.51

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$31.88	$14.75	$9.27	$5.05	$0.00	$60.95
2	60.00	$38.26	$14.75	$9.32	$6.05	$0.00	$68.38
3	70.00	$44.63	$14.75	$9.37	$7.06	$0.00	$75.81
4	80.00	$51.01	$14.75	$9.42	$8.07	$0.00	$83.25

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 IRONWORKERS LOCAL 7 (BOSTON AREA)	9/16/2025	$57.87	$9.05	$12.75	$14.50	$0.00	$94.17

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: IRONWORKER/WELDER

Effective Date: 9/16/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$34.72	$9.05	$12.75	$4.50	$0.00	$61.02
2	75.00	$43.40	$9.05	$12.75	$4.50	$0.00	$69.70
3	85.00	$49.19	$9.05	$12.75	$4.50	$0.00	$75.49
4	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2025	$40.59	$9.90	$9.25	$9.11	$0.00	$68.85
LABORERS	12/1/2025	$41.97	$9.90	$9.25	$9.11	$0.00	$70.23
LABORERS - ZONE 2	6/1/2026	$43.41	$9.90	$9.25	$9.11	$0.00	$71.67
	12/1/2026	$44.85	$9.90	$9.25	$9.11	$0.00	$73.11
	6/1/2027	$46.30	$9.90	$9.25	$9.11	$0.00	$74.56
	12/1/2027	$47.75	$9.90	$9.25	$9.11	$0.00	$76.01
	6/1/2028	$49.25	$9.90	$9.25	$9.11	$0.00	$77.51
	12/1/2028	$50.75	$9.90	$9.25	$9.11	$0.00	$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	6/1/2025	$40.34	$9.90	$9.25	$9.11	$0.00	$68.60
LABORERS	12/1/2025	$41.72	$9.90	$9.25	$9.11	$0.00	$69.98
LABORERS - ZONE 2	6/1/2026	$43.16	$9.90	$9.25	$9.11	$0.00	$71.42
	12/1/2026	$44.60	$9.90	$9.25	$9.11	$0.00	$72.86
	6/1/2027	$46.05	$9.90	$9.25	$9.11	$0.00	$74.31
	12/1/2027	$47.50	$9.90	$9.25	$9.11	$0.00	$75.76
	6/1/2028	$49.00	$9.90	$9.25	$9.11	$0.00	$77.26
	12/1/2028	$50.50	$9.90	$9.25	$9.11	$0.00	$78.76

Apprentice: LABORER

Effective Date: 6/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$24.20	$9.90	$9.25	$9.11	$0.00	$52.46
2	70.00	$28.24	$9.90	$9.25	$9.11	$0.00	$56.50
3	80.00	$32.27	$9.90	$9.25	$9.11	$0.00	$60.53
4	90.00	$36.31	$9.90	$9.25	$9.11	$0.00	$64.57

Apprentice: LABORER

Effective Date: 12/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.03	$9.90	$9.25	$9.11	$0.00	$53.29

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER							
Effective Date: 12/1/2025							
Step / Percent		**Apprentice Base Wage**	**Health**	**Pension**	**Annuity**	**Supplemental Unemployment**	**Total Rate**
2 / 70.00		$29.20	$9.90	$9.25	$9.11	$0.00	$57.46
3 / 80.00		$33.38	$9.90	$9.25	$9.11	$0.00	$61.64
4 / 90.00		$37.55	$9.90	$9.25	$9.11	$0.00	$65.81
Apprentice to Journeyworker Ratio: 1:5							
LABORER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2025	$40.34	$9.90	$9.25	$9.21	$0.00	$68.70
	12/1/2025	$41.72	$9.90	$9.25	$9.21	$0.00	$70.08
	6/1/2026	$43.16	$9.90	$9.25	$9.21	$0.00	$71.52
	12/1/2026	$44.60	$9.90	$9.25	$9.21	$0.00	$72.96
Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2025							
Step / Percent		**Apprentice Base Wage**	**Health**	**Pension**	**Annuity**	**Supplemental Unemployment**	**Total Rate**
1 / 60.00		$24.20	$9.90	$9.25	$9.21	$0.00	$52.56
2 / 70.00		$28.24	$9.90	$9.25	$9.21	$0.00	$56.60
3 / 80.00		$32.27	$9.90	$9.25	$9.21	$0.00	$60.63
4 / 90.00		$36.31	$9.90	$9.25	$9.21	$0.00	$64.67
Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step / Percent		**Apprentice Base Wage**	**Health**	**Pension**	**Annuity**	**Supplemental Unemployment**	**Total Rate**
1 / 60.00		$25.03	$9.90	$9.25	$9.21	$0.00	$53.39
2 / 70.00		$29.20	$9.90	$9.25	$9.21	$0.00	$57.56
3 / 80.00		$33.38	$9.90	$9.25	$9.21	$0.00	$61.74
4 / 90.00		$37.55	$9.90	$9.25	$9.21	$0.00	$65.91
Apprentice to Journeyworker Ratio: 1:5							
LABORER: CARPENTER TENDER LABORERS LABORERS - ZONE 2	6/1/2025	$40.34	$9.90	$9.25	$9.11	$0.00	$68.60
	12/1/2025	$41.72	$9.90	$9.25	$9.11	$0.00	$69.98
	6/1/2026	$43.16	$9.90	$9.25	$9.11	$0.00	$71.42
	12/1/2026	$44.60	$9.90	$9.25	$9.11	$0.00	$72.86
	6/1/2027	$46.05	$9.90	$9.25	$9.11	$0.00	$74.31
	12/1/2027	$47.50	$9.90	$9.25	$9.11	$0.00	$75.76
	6/1/2028	$49.00	$9.90	$9.25	$9.11	$0.00	$77.26
	12/1/2028	$50.50	$9.90	$9.25	$9.11	$0.00	$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER LABORERS	6/1/2025	$40.34	$9.90	$9.25	$9.11	$0.00	$68.60
	12/1/2025	$41.72	$9.90	$9.25	$9.11	$0.00	$69.98

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2	6/1/2026	$43.16	$9.90	$9.25	$9.11	$0.00	$71.42
	12/1/2026	$44.60	$9.90	$9.25	$9.11	$0.00	$72.86
	6/1/2027	$46.05	$9.90	$9.25	$9.11	$0.00	$74.31
	12/1/2027	$47.50	$9.90	$9.25	$9.11	$0.00	$75.76
	6/1/2028	$49.00	$9.90	$9.25	$9.11	$0.00	$77.26
	12/1/2028	$50.50	$9.90	$9.25	$9.11	$0.00	$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	6/2/2025	$40.43	$9.90	$9.25	$9.17	$0.00	$68.75
LABORERS	12/1/2025	$41.81	$9.90	$9.25	$9.17	$0.00	$70.13
LABORERS - ZONE 2	6/1/2026	$43.25	$9.90	$9.25	$9.17	$0.00	$71.57
	12/7/2026	$44.69	$9.90	$9.25	$9.17	$0.00	$73.01
	6/7/2027	$46.14	$9.90	$9.25	$9.17	$0.00	$74.46
	12/6/2027	$47.59	$9.90	$9.25	$9.17	$0.00	$75.91
	6/5/2028	$49.09	$9.90	$9.25	$9.17	$0.00	$77.41
	12/4/2028	$50.59	$9.90	$9.25	$9.17	$0.00	$78.91
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER	6/1/2025	$40.59	$9.90	$9.25	$9.11	$0.00	$68.85
LABORERS	12/1/2025	$41.97	$9.90	$9.25	$9.11	$0.00	$70.23
LABORERS - ZONE 2	6/1/2026	$43.41	$9.90	$9.25	$9.11	$0.00	$71.67
	12/1/2026	$44.85	$9.90	$9.25	$9.11	$0.00	$73.11
	6/1/2027	$46.30	$9.90	$9.25	$9.11	$0.00	$74.56
	12/1/2027	$47.75	$9.90	$9.25	$9.11	$0.00	$76.01
	6/1/2028	$49.25	$9.90	$9.25	$9.11	$0.00	$77.51
	12/1/2028	$50.75	$9.90	$9.25	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2025	$40.59	$9.90	$9.25	$9.21	$0.00	$68.95
LABORERS	12/1/2025	$41.97	$9.90	$9.25	$9.21	$0.00	$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$43.41	$9.90	$9.25	$9.21	$0.00	$71.77
	12/1/2026	$44.85	$9.90	$9.25	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER	6/1/2025	$40.34	$9.90	$9.25	$9.11	$0.00	$68.60
LABORERS	12/1/2025	$41.72	$9.90	$9.25	$9.11	$0.00	$69.98
LABORERS - ZONE 2	6/1/2026	$43.16	$9.90	$9.25	$9.11	$0.00	$71.42
	12/1/2026	$44.60	$9.90	$9.25	$9.11	$0.00	$72.86
	6/1/2027	$46.05	$9.90	$9.25	$9.11	$0.00	$74.31
	12/1/2027	$47.50	$9.90	$9.25	$9.11	$0.00	$75.76
	6/1/2028	$49.00	$9.90	$9.25	$9.11	$0.00	$77.26
	12/1/2028	$50.50	$9.90	$9.25	$9.11	$0.00	$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER	6/1/2025	$40.34	$9.90	$9.25	$9.11	$0.00	$68.60
LABORERS	12/1/2025	$41.72	$9.90	$9.25	$9.11	$0.00	$69.98
LABORERS - ZONE 2	6/1/2026	$43.16	$9.90	$9.25	$9.11	$0.00	$71.42
	12/1/2026	$44.60	$9.90	$9.25	$9.11	$0.00	$72.86
	6/1/2027	$46.05	$9.90	$9.25	$9.11	$0.00	$74.31
	12/1/2027	$47.50	$9.90	$9.25	$9.11	$0.00	$75.76
	6/1/2028	$49.00	$9.90	$9.25	$9.11	$0.00	$77.26

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2028	$50.50	$9.90	$9.25	$9.11	$0.00	$78.76

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR	6/1/2025	$40.59	$9.90	$9.25	$9.11	$0.00	$68.85
LABORERS LABORERS - ZONE 2	12/1/2025	$41.97	$9.90	$9.25	$9.11	$0.00	$70.23
	6/1/2026	$43.41	$9.90	$9.25	$9.11	$0.00	$71.67
	12/1/2026	$44.85	$9.90	$9.25	$9.11	$0.00	$73.11
	6/1/2027	$46.30	$9.90	$9.25	$9.11	$0.00	$74.56
	12/1/2027	$47.75	$9.90	$9.25	$9.11	$0.00	$76.01
	6/1/2028	$49.25	$9.90	$9.25	$9.11	$0.00	$77.51
	12/1/2028	$50.75	$9.90	$9.25	$9.11	$0.00	$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2025	$40.59	$9.90	$9.25	$9.21	$0.00	$68.95
LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$41.97	$9.90	$9.25	$9.21	$0.00	$70.33
	6/1/2026	$43.41	$9.90	$9.25	$9.21	$0.00	$71.77
	12/1/2026	$44.85	$9.90	$9.25	$9.21	$0.00	$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

MARBLE & TILE FINISHERS	8/1/2025	$52.08	$11.49	$15.57	$6.05	$0.00	$85.19
BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2026	$53.16	$11.49	$15.57	$6.05	$0.00	$86.27
	8/1/2026	$54.92	$11.49	$15.57	$6.05	$0.00	$88.03
	2/1/2027	$56.04	$11.49	$15.57	$6.05	$0.00	$89.15

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 8/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.04	$11.49	$15.57	$6.05	$0.00	$59.15
2	60.00	$31.25	$11.49	$15.57	$6.05	$0.00	$64.36
3	70.00	$36.46	$11.49	$15.57	$6.05	$0.00	$69.57
4	80.00	$41.66	$11.49	$15.57	$6.05	$0.00	$74.77
5	90.00	$46.87	$11.49	$15.57	$6.05	$0.00	$79.98

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.58	$11.49	$15.57	$6.05	$0.00	$59.69
2	60.00	$31.90	$11.49	$15.57	$6.05	$0.00	$65.01
3	70.00	$37.21	$11.49	$15.57	$6.05	$0.00	$70.32
4	80.00	$42.53	$11.49	$15.57	$6.05	$0.00	$75.64
5	90.00	$47.84	$11.49	$15.57	$6.05	$0.00	$80.95

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	8/1/2025	$67.97	$11.49	$15.57	$7.99	$0.00	$103.02

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BRICKLAYERS LOCAL 3	2/1/2026	$69.32	$11.49	$15.57	$7.99	$0.00	$104.37
BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	$71.52	$11.49	$15.57	$7.99	$0.00	$106.57
	2/1/2027	$72.92	$11.49	$15.57	$7.99	$0.00	$107.97

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 8/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$33.99	$11.49	$15.57	$7.99	$0.00	$69.04
2	60.00	$40.78	$11.49	$15.57	$7.99	$0.00	$75.83
3	70.00	$47.58	$11.49	$15.57	$7.99	$0.00	$82.63
4	80.00	$54.38	$11.49	$15.57	$7.99	$0.00	$89.43
5	90.00	$61.17	$11.49	$15.57	$7.99	$0.00	$96.22

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$34.66	$11.49	$15.57	$7.99	$0.00	$69.71
2	60.00	$41.59	$11.49	$15.57	$7.99	$0.00	$76.64
3	70.00	$48.52	$11.49	$15.57	$7.99	$0.00	$83.57
4	80.00	$55.46	$11.49	$15.57	$7.99	$0.00	$90.51
5	90.00	$62.39	$11.49	$15.57	$7.99	$0.00	$97.44

Apprentice to Journeyworker Ratio: 1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2025	$57.68	$15.55	$13.25	$3.25	$0.00	$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.12	$15.55	$13.25	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.40	$15.55	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.84	$15.55	$13.25	$3.25	$0.00	$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	6/1/2025	$57.68	$15.55	$13.25	$3.25	$0.00	$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.12	$15.55	$13.25	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.40	$15.55	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.84	$15.55	$13.25	$3.25	$0.00	$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	1/6/2025	$45.03	$10.08	$11.47	$10.00	$0.00	$76.58
MILLWRIGHTS LOCAL 1121	1/5/2026	$47.36	$10.08	$11.47	$10.00	$0.00	$78.91
MILLWRIGHTS LOCAL 1121 - Zone 2							

Apprentice: MILLWRIGHT (Zone 2)

Effective Date: 1/6/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$24.77	$10.08	$0.00	$5.50	$0.00	$40.35

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: MILLWRIGHT (Zone 2)

Effective Date: 1/6/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	65.00	$29.27	$10.08	$0.00	$6.50	$0.00	$45.85
3	75.00	$33.77	$10.08	$11.47	$7.50	$0.00	$62.82
4	85.00	$38.28	$10.08	$11.47	$8.50	$0.00	$68.33

Apprentice: MILLWRIGHT (Zone 2)

Effective Date: 1/5/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$26.05	$10.08	$0.00	$5.50	$0.00	$41.63
2	65.00	$30.78	$10.08	$0.00	$6.50	$0.00	$47.36
3	75.00	$35.52	$10.08	$11.47	$7.50	$0.00	$64.57
4	85.00	$40.26	$10.08	$11.47	$8.50	$0.00	$70.31

Apprentice Notes

Step 1&2 Appr. indentured after 1/6/2020 receive no pension,

Apprentice to Journeyworker Ratio: 1:4

MORTAR MIXER LABORERS LABORERS - ZONE 2	6/1/2025	$40.59	$9.90	$9.25	$9.11	$0.00	$68.85
	12/1/2025	$41.97	$9.90	$9.25	$9.11	$0.00	$70.23
	6/1/2026	$43.41	$9.90	$9.25	$9.11	$0.00	$71.67
	12/1/2026	$44.85	$9.90	$9.25	$9.11	$0.00	$73.11
	6/1/2027	$46.30	$9.90	$9.25	$9.11	$0.00	$74.56
	12/1/2027	$47.75	$9.90	$9.25	$9.11	$0.00	$76.01
	6/1/2028	$49.25	$9.90	$9.25	$9.11	$0.00	$77.51
	12/1/2028	$50.75	$9.90	$9.25	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2025	$25.97	$15.30	$13.15	$3.25	$0.00	$57.67
	12/1/2025	$26.63	$15.30	$13.15	$3.25	$0.00	$58.33
	6/1/2026	$27.22	$15.30	$13.15	$3.25	$0.00	$58.92
	12/1/2026	$27.89	$15.30	$13.15	$3.25	$0.00	$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2025	$31.80	$15.30	$13.15	$3.25	$0.00	$63.50
	12/1/2025	$32.60	$15.30	$13.15	$3.25	$0.00	$64.30
	6/1/2026	$33.32	$15.30	$13.15	$3.25	$0.00	$65.02
	12/1/2026	$34.12	$15.30	$13.15	$3.25	$0.00	$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2025	$57.68	$15.55	$13.25	$3.25	$0.00	$89.73
	12/1/2025	$59.12	$15.55	$13.25	$3.25	$0.00	$91.17
	6/1/2026	$60.40	$15.55	$13.25	$3.25	$0.00	$92.45

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	$61.84	$15.55	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	7/1/2025	$58.51	$10.30	$11.95	$12.50	$0.00	$93.26
	1/1/2026	$59.56	$10.35	$12.00	$12.50	$0.00	$94.41

Apprentice: PAINTER (BRIDGES/TANKS)

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$29.26	$10.30	$0.00	$0.00	$0.00	$39.56
2	55.00	$32.18	$10.30	$0.00	$6.88	$0.00	$49.36
3	60.00	$35.11	$10.30	$0.00	$7.50	$0.00	$52.91
4	65.00	$38.03	$10.30	$0.00	$8.13	$0.00	$56.46
5	70.00	$40.96	$10.30	$11.95	$8.75	$0.00	$71.96
6	75.00	$43.88	$10.30	$11.95	$9.38	$0.00	$75.51
7	80.00	$46.81	$10.30	$11.95	$10.00	$0.00	$79.06
8	90.00	$52.66	$10.30	$11.95	$11.25	$0.00	$86.16

Apprentice: PAINTER (BRIDGES/TANKS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$29.78	$10.35	$0.00	$0.00	$0.00	$40.13
2	55.00	$32.76	$10.35	$0.00	$6.93	$0.00	$50.04
3	60.00	$35.74	$10.35	$0.00	$7.56	$0.00	$53.65
4	65.00	$38.71	$10.35	$0.00	$8.19	$0.00	$57.25
5	70.00	$41.69	$10.35	$12.00	$8.82	$0.00	$72.86
6	75.00	$44.67	$10.35	$12.00	$9.45	$0.00	$76.47
7	80.00	$47.65	$10.35	$12.00	$10.08	$0.00	$80.08
8	90.00	$53.60	$10.35	$12.00	$11.34	$0.00	$87.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	7/1/2025	$49.41	$10.30	$11.95	$12.50	$0.00	$84.16
	1/1/2026	$50.46	$10.35	$12.00	$12.60	$0.00	$85.41

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.71	$10.30	$0.00	$0.00	$0.00	$35.01
2	55.00	$27.18	$10.30	$0.00	$6.88	$0.00	$44.36
3	60.00	$29.65	$10.30	$0.00	$7.50	$0.00	$47.45

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	7/1/2025	$47.47	$10.30	$11.95	$12.50	$0.00	$82.22
	1/1/2026	$48.52	$10.35	$12.00	$12.60	$0.00	$83.47

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	65.00	$32.12	$10.30	$0.00	$8.13	$0.00	$50.55
5	70.00	$34.59	$10.30	$11.95	$8.75	$0.00	$65.59
6	75.00	$37.06	$10.30	$11.95	$9.38	$0.00	$68.69
7	80.00	$39.53	$10.30	$11.95	$10.00	$0.00	$71.78
8	90.00	$44.47	$10.30	$11.95	$11.25	$0.00	$77.97

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$25.23	$10.35	$0.00	$0.00	$0.00	$35.58
2	55.00	$27.75	$10.35	$0.00	$6.93	$0.00	$45.03
3	60.00	$30.28	$10.35	$0.00	$7.56	$0.00	$48.19
4	65.00	$32.80	$10.35	$0.00	$8.19	$0.00	$51.34
5	70.00	$35.32	$10.35	$12.00	$8.82	$0.00	$66.49
6	75.00	$37.85	$10.35	$12.00	$9.45	$0.00	$69.65
7	80.00	$40.37	$10.35	$12.00	$10.08	$0.00	$72.80
8	90.00	$45.41	$10.35	$12.00	$11.34	$0.00	$79.10

Apprentice to Journeyworker Ratio: 1:1

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$23.74	$10.30	$0.00	$0.00	$0.00	$34.04
2	55.00	$26.11	$10.30	$0.00	$6.88	$0.00	$43.29
3	60.00	$28.48	$10.30	$0.00	$7.50	$0.00	$46.28
4	65.00	$30.86	$10.30	$0.00	$8.13	$0.00	$49.29
5	70.00	$33.23	$10.30	$11.95	$8.75	$0.00	$64.23
6	75.00	$35.60	$10.30	$11.95	$9.38	$0.00	$67.23
7	80.00	$37.98	$10.30	$11.95	$10.00	$0.00	$70.23
8	90.00	$42.72	$10.30	$11.95	$11.25	$0.00	$76.22

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, NEW) *	7/1/2025	$48.01	$10.30	$11.95	$12.50	$0.00	$82.76
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	1/1/2026	$49.06	$10.35	$12.00	$12.60	$0.00	$84.01
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.26	$10.35	$0.00	$0.00	$0.00	$34.61
2	55.00	$26.69	$10.35	$0.00	$6.93	$0.00	$43.97
3	60.00	$29.11	$10.35	$0.00	$7.56	$0.00	$47.02
4	65.00	$31.54	$10.35	$0.00	$8.19	$0.00	$50.08
5	70.00	$33.96	$10.35	$12.00	$8.82	$0.00	$65.13
6	75.00	$36.39	$10.35	$12.00	$9.45	$0.00	$68.19
7	80.00	$38.82	$10.35	$12.00	$10.08	$0.00	$71.25
8	90.00	$43.67	$10.35	$12.00	$11.34	$0.00	$77.36

Apprentice to Journeyworker Ratio: 1:1

Apprentice: PAINTER / TAPER (BRUSH, NEW) *

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.01	$10.30	$0.00	$0.00	$0.00	$34.31
2	55.00	$26.41	$10.30	$0.00	$6.88	$0.00	$43.59
3	60.00	$28.81	$10.30	$0.00	$7.50	$0.00	$46.61
4	65.00	$31.21	$10.30	$0.00	$8.13	$0.00	$49.64
5	70.00	$33.61	$10.30	$11.95	$8.75	$0.00	$64.61
6	75.00	$36.01	$10.30	$11.95	$9.38	$0.00	$67.64
7	80.00	$38.41	$10.30	$11.95	$10.00	$0.00	$70.66
8	90.00	$43.21	$10.30	$11.95	$11.25	$0.00	$76.71

Apprentice: PAINTER / TAPER (BRUSH, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.53	$10.35	$0.00	$0.00	$0.00	$34.88
2	55.00	$26.98	$10.35	$0.00	$6.93	$0.00	$44.26
3	60.00	$29.44	$10.35	$0.00	$7.56	$0.00	$47.35
4	65.00	$31.89	$10.35	$0.00	$8.19	$0.00	$50.43
5	70.00	$34.34	$10.35	$12.00	$8.82	$0.00	$65.51
6	75.00	$36.80	$10.35	$12.00	$9.45	$0.00	$68.60
7	80.00	$39.25	$10.35	$12.00	$10.08	$0.00	$71.68
8	90.00	$44.15	$10.35	$12.00	$11.34	$0.00	$77.84

Apprentice to Journeyworker Ratio: 1:1

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	7/1/2025	$46.07	$10.30	$11.95	$12.50	$0.00	$80.82
	1/1/2026	$47.12	$10.35	$12.00	$12.60	$0.00	$82.07

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$23.04	$10.30	$0.00	$0.00	$0.00	$33.34
2	55.00	$25.34	$10.30	$0.00	$6.88	$0.00	$42.52
3	60.00	$27.64	$10.30	$0.00	$7.50	$0.00	$45.44
4	65.00	$29.95	$10.30	$0.00	$8.13	$0.00	$48.38
5	70.00	$32.25	$10.30	$11.95	$8.75	$0.00	$63.25
6	75.00	$34.55	$10.30	$11.95	$9.38	$0.00	$66.18
7	80.00	$36.86	$10.30	$11.95	$10.00	$0.00	$69.11
8	90.00	$41.46	$10.30	$11.95	$11.25	$0.00	$74.96

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$23.56	$10.35	$0.00	$0.00	$0.00	$33.91
2	55.00	$25.92	$10.35	$0.00	$6.93	$0.00	$43.20
3	60.00	$28.27	$10.35	$0.00	$7.56	$0.00	$46.18
4	65.00	$30.63	$10.35	$0.00	$8.19	$0.00	$49.17
5	70.00	$32.98	$10.35	$12.00	$8.82	$0.00	$64.15
6	75.00	$35.34	$10.35	$12.00	$9.45	$0.00	$67.14
7	80.00	$37.70	$10.35	$12.00	$10.08	$0.00	$70.13
8	90.00	$42.41	$10.35	$12.00	$11.34	$0.00	$76.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2025	$40.34	$9.90	$9.25	$9.21	$0.00	$68.70
	12/1/2025	$41.72	$9.90	$9.25	$9.21	$0.00	$70.08
	6/1/2026	$43.16	$9.90	$9.25	$9.21	$0.00	$71.52
	12/1/2026	$44.60	$9.90	$9.25	$9.21	$0.00	$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2025	$40.78	$15.57	$20.17	$0.00	$0.00	$76.52
	12/1/2025	$40.78	$15.57	$21.78	$0.00	$0.00	$78.13
	1/1/2026	$40.78	$16.17	$21.78	$0.00	$0.00	$78.73
	6/1/2026	$41.78	$16.17	$21.78	$0.00	$0.00	$79.73
	12/1/2026	$41.78	$16.17	$23.52	$0.00	$0.00	$81.47
	1/1/2027	$41.78	$16.77	$23.52	$0.00	$0.00	$82.07
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$55.79	$10.08	$11.62	$12.67	$0.00	$90.16

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$55.79	$10.08	$11.62	$12.67	$0.00	$90.16

Apprentice: PILE DRIVER

Effective Date: 8/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$25.11	$10.08	$0.00	$2.53	$0.00	$37.72
2	55.00	$30.68	$10.08	$0.00	$5.07	$0.00	$45.83
3	70.00	$39.05	$10.08	$11.62	$7.60	$0.00	$68.35
4	80.00	$44.63	$10.08	$11.62	$10.14	$0.00	$76.47

Apprentice to Journeyworker Ratio: 1:5

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2025	$68.88	$12.70	$13.05	$8.75	$0.00	$103.38

Apprentice: PIPEFITTER & STEAMFITTER

Effective Date: 3/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$27.55	$12.70	$0.30	$8.75	$0.00	$49.30
2	45.00	$31.00	$12.70	$13.05	$8.75	$0.00	$65.50
3	60.00	$41.33	$12.70	$13.05	$8.75	$0.00	$75.83
4	70.00	$48.22	$12.70	$13.05	$8.75	$0.00	$82.72
5	80.00	$55.10	$12.70	$13.05	$8.75	$0.00	$89.60

Apprentice to Journeyworker Ratio: 1:3

PIPELAYER LABORERS LABORERS - ZONE 2	6/1/2025	$40.59	$9.90	$9.25	$9.11	$0.00	$68.85
	12/1/2025	$41.97	$9.90	$9.25	$9.11	$0.00	$70.23
	6/1/2026	$43.41	$9.90	$9.25	$9.11	$0.00	$71.67
	12/1/2026	$44.85	$9.90	$9.25	$9.11	$0.00	$73.11
	6/1/2027	$46.30	$9.90	$9.25	$9.11	$0.00	$74.56
	12/1/2027	$47.75	$9.90	$9.25	$9.11	$0.00	$76.01
	6/1/2028	$49.25	$9.90	$9.25	$9.11	$0.00	$77.51
	12/1/2028	$50.75	$9.90	$9.25	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2025	$40.59	$9.90	$9.25	$9.21	$0.00	$68.95
	12/1/2025	$41.97	$9.90	$9.25	$9.21	$0.00	$70.33
	6/1/2026	$43.41	$9.90	$9.25	$9.21	$0.00	$71.77
	12/1/2026	$44.85	$9.90	$9.25	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBERS & GASFITTERS	3/2/2025	$69.84	$14.32	$12.31	$8.00	$0.00	$104.47

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PLUMBERS & GASFITTERS LOCAL 12 PLUMBERS & GASFITTERS LOCAL 12							

Apprentice: PLUMBERS & GASFITTERS

Effective Date: 3/2/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	$24.44	$14.32	$4.61	$2.80	$0.00	$46.17
2	40.00	$27.94	$14.32	$5.22	$3.20	$0.00	$50.68
3	55.00	$38.41	$14.32	$7.07	$4.40	$0.00	$64.20
4	65.00	$45.40	$14.32	$8.30	$5.20	$0.00	$73.22
5	75.00	$52.38	$14.32	$9.53	$6.00	$0.00	$82.23

Apprentice to Journeyworker Ratio: 1:2

PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2025	$68.88	$12.70	$13.05	$8.75	$0.00	$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR LABORERS LABORERS - ZONE 2	6/1/2025	$41.09	$9.90	$9.25	$8.29	$0.00	$68.53
	12/1/2025	$42.47	$9.90	$9.25	$8.29	$0.00	$69.91
	6/1/2026	$43.91	$9.90	$9.25	$8.29	$0.00	$71.35
	12/1/2026	$45.35	$9.90	$9.25	$8.29	$0.00	$72.79
	6/1/2027	$46.80	$9.90	$9.25	$8.29	$0.00	$74.24
	12/1/2027	$48.25	$9.90	$9.25	$8.29	$0.00	$75.69
	6/1/2028	$49.75	$9.90	$9.25	$8.29	$0.00	$77.19
	12/1/2028	$51.25	$9.90	$9.25	$8.29	$0.00	$78.69
For apprentice rates see "Apprentice- LABORER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2025	$40.59	$9.90	$9.25	$9.21	$0.00	$68.95
	12/1/2025	$41.97	$9.90	$9.25	$9.21	$0.00	$70.33
	6/1/2026	$43.41	$9.90	$9.25	$9.21	$0.00	$71.77
	12/1/2026	$44.85	$9.90	$9.25	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
POWDERMAN & BLASTER LABORERS LABORERS - ZONE 2	6/1/2025	$41.34	$9.90	$9.25	$9.11	$0.00	$69.60
	12/1/2025	$42.72	$9.90	$9.25	$9.11	$0.00	$70.98
	6/1/2026	$44.16	$9.90	$9.25	$9.11	$0.00	$72.42
	12/1/2026	$45.60	$9.90	$9.25	$9.11	$0.00	$73.86
	6/1/2027	$47.05	$9.90	$9.25	$9.11	$0.00	$75.31
	12/1/2027	$48.50	$9.90	$9.25	$9.11	$0.00	$76.76
	6/1/2028	$50.00	$9.90	$9.25	$9.11	$0.00	$78.26
	12/1/2028	$51.50	$9.90	$9.25	$9.11	$0.00	$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2025	$41.34	$9.65	$9.25	$9.21	$0.00	$69.45
	12/1/2025	$42.72	$9.65	$9.25	$9.21	$0.00	$70.83
	6/1/2026	$44.16	$9.65	$9.25	$9.21	$0.00	$72.27
	12/1/2026	$45.60	$9.65	$9.25	$9.21	$0.00	$73.71

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
POWER SHOVEL/DERRICK/TRENCHING MACHINE	6/1/2025	$58.33	$15.55	$13.25	$3.25	$0.00	$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.78	$15.55	$13.25	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$61.08	$15.55	$13.25	$3.25	$0.00	$93.13
	12/1/2026	$62.53	$15.55	$13.25	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	6/1/2025	$57.68	$15.55	$13.25	$3.25	$0.00	$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.12	$15.55	$13.25	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.40	$15.55	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.84	$15.55	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2025	$37.52	$15.55	$13.25	$3.25	$0.00	$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	$38.47	$15.55	$13.25	$3.25	$0.00	$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	$39.33	$15.55	$13.25	$3.25	$0.00	$71.38
	12/1/2026	$40.28	$15.55	$13.25	$3.25	$0.00	$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	1/1/2025	$27.60	$11.26	$6.15	$0.00	$0.00	$45.01
TEAMSTERS 170							
TEAMSTERS 170 - Dauphinais (Bellingham)							
RECLAIMERS	6/1/2025	$57.68	$15.55	$13.25	$3.25	$0.00	$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.12	$15.55	$13.25	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.40	$15.55	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.84	$15.55	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2025	$40.59	$9.90	$9.25	$9.11	$0.00	$68.85
LABORERS	12/1/2025	$41.97	$9.90	$9.25	$9.11	$0.00	$70.23
LABORERS - ZONE 2	6/1/2026	$43.41	$9.90	$9.25	$9.11	$0.00	$71.67
	12/1/2026	$44.85	$9.90	$9.25	$9.11	$0.00	$73.11
	6/1/2027	$46.30	$9.90	$9.25	$9.11	$0.00	$74.56
	12/1/2027	$47.75	$9.90	$9.25	$9.11	$0.00	$76.01
	6/1/2028	$49.25	$9.90	$9.25	$9.11	$0.00	$77.51
	12/1/2028	$50.75	$9.90	$9.25	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	6/1/2025	$57.68	$15.55	$13.25	$3.25	$0.00	$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.12	$15.55	$13.25	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.40	$15.55	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.84	$15.55	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)	8/1/2025	$53.53	$13.28	$12.67	$9.03	$0.00	$88.51
ROOFERS LOCAL 33	2/1/2026	$54.78	$13.28	$12.67	$9.03	$0.00	$89.76
ROOFERS LOCAL 33							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33 ROOFERS LOCAL 33	8/1/2025	$53.78	$13.28	$12.67	$9.03	$0.00	$88.76
	2/1/2026	$55.03	$13.28	$12.67	$9.03	$0.00	$90.01
For apprentice rates see "Apprentice- ROOFER"							
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	8/1/2025	$60.98	$14.91	$18.74	$9.53	$2.98	$107.14
	2/1/2026	$62.93	$14.91	$18.74	$9.53	$2.98	$109.09

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 8/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.77	$13.28	$6.52	$9.03	$0.00	$55.60
2	60.00	$32.12	$13.28	$12.67	$9.03	$0.00	$67.10
3	65.00	$34.79	$13.28	$12.67	$9.03	$0.00	$69.77
4	75.00	$40.15	$13.28	$12.67	$9.03	$0.00	$75.13
5	85.00	$45.50	$13.28	$12.67	$9.03	$0.00	$80.48

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.39	$13.28	$6.52	$9.03	$0.00	$56.22
2	60.00	$32.87	$13.28	$12.67	$9.03	$0.00	$67.85
3	65.00	$35.61	$13.28	$12.67	$9.03	$0.00	$70.59
4	75.00	$41.09	$13.28	$12.67	$9.03	$0.00	$76.07
5	85.00	$46.56	$13.28	$12.67	$9.03	$0.00	$81.54

Apprentice Notes

** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Apprentice to Journeyworker Ratio: 1:5

Apprentice: SHEETMETAL WORKER

Effective Date: 8/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	$25.61	$14.91	$6.13	$0.00	$0.00	$46.65
2	42.00	$25.61	$14.91	$6.13	$0.00	$0.00	$46.65
3	47.00	$28.66	$14.91	$11.01	$1.25	$1.62	$57.45
4	47.00	$28.66	$14.91	$11.01	$1.25	$1.62	$57.45
5	52.00	$31.71	$14.91	$11.74	$1.50	$1.74	$61.60
6	52.00	$31.71	$14.91	$11.74	$1.75	$1.75	$61.86
7	60.00	$36.59	$14.91	$12.90	$2.00	$1.93	$68.33
8	65.00	$39.64	$14.91	$13.63	$2.25	$2.04	$72.47

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: SHEETMETAL WORKER

Effective Date: 8/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
9	75.00	$45.74	$14.91	$15.09	$2.75	$2.28	$80.77
10	85.00	$51.83	$14.91	$16.55	$2.75	$2.49	$88.53

Apprentice: SHEETMETAL WORKER

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	$26.43	$14.91	$6.19	$0.00	$0.00	$47.53
2	42.00	$26.43	$14.91	$6.19	$0.00	$0.00	$47.53
3	47.00	$29.58	$14.91	$10.93	$1.25	$1.62	$58.29
4	47.00	$29.58	$14.91	$10.93	$1.25	$1.62	$58.29
5	52.00	$32.72	$14.91	$11.66	$1.50	$1.74	$62.53
6	52.00	$32.72	$14.91	$11.66	$1.75	$1.75	$62.79
7	60.00	$37.76	$14.91	$12.84	$2.00	$1.93	$69.44
8	65.00	$40.90	$14.91	$13.58	$2.25	$2.04	$73.68
9	75.00	$47.20	$14.91	$15.06	$2.75	$2.28	$82.20
10	85.00	$53.49	$14.91	$16.53	$2.75	$2.49	$90.17

Apprentice to Journeyworker Ratio: 1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2025	$41.24	$15.57	$20.17	$0.00	$0.00	$76.98
	12/1/2025	$41.24	$15.57	$21.78	$0.00	$0.00	$78.59
	1/1/2026	$41.24	$16.17	$21.78	$0.00	$0.00	$79.19
	6/1/2026	$42.24	$16.17	$21.78	$0.00	$0.00	$80.19
	12/1/2026	$42.24	$16.17	$23.52	$0.00	$0.00	$81.93
	1/1/2027	$42.24	$16.77	$23.52	$0.00	$0.00	$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2025	$41.53	$15.57	$20.17	$0.00	$0.00	$77.27
	12/1/2025	$41.53	$15.57	$21.78	$0.00	$0.00	$78.88
	1/1/2026	$41.53	$16.17	$21.78	$0.00	$0.00	$79.48
	6/1/2026	$42.53	$16.17	$21.78	$0.00	$0.00	$80.48
	12/1/2026	$42.53	$16.17	$23.52	$0.00	$0.00	$82.22
	1/1/2027	$42.53	$16.77	$23.52	$0.00	$0.00	$82.82
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	3/1/2025	$70.80	$12.25	$7.40	$17.00	$0.00	$107.45

Apprentice: SPRINKLER FITTER

Effective Date: 3/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	$24.78	$11.51	$13.35	$0.00	$0.00	$49.64

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SPRINKLER FITTER							
Effective Date: 3/1/2025							
Step / Percent		**Apprentice Base Wage**					
2 / 40.00		$28.32	$11.51	$14.20	$0.00	$0.00	$54.03
3 / 45.00		$31.86	$11.51	$15.05	$0.00	$0.00	$58.42
4 / 50.00		$35.40	$11.51	$15.90	$0.00	$0.00	$62.81
5 / 55.00		$38.94	$11.51	$16.75	$0.00	$0.00	$67.20
6 / 60.00		$42.48	$11.51	$17.60	$0.00	$0.00	$71.59
7 / 65.00		$46.02	$11.51	$19.30	$0.00	$0.00	$76.83
8 / 70.00		$49.56	$11.51	$18.85	$0.00	$0.00	$79.92
9 / 75.00		$53.10	$11.51	$20.15	$0.00	$0.00	$84.76
10 / 80.00		$56.64	$11.51	$21.00	$0.00	$0.00	$89.15
Apprentice Notes							
Apprentice entered prior 9/30/10:							
Apprentice to Journeyworker Ratio: 1:3							
STEAM BOILER OPERATOR	6/1/2025	$57.68	$15.55	$13.25	$3.25	$0.00	$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.12	$15.55	$13.25	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.40	$15.55	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.84	$15.55	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2025	$57.68	$15.55	$13.25	$3.25	$0.00	$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.12	$15.55	$13.25	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.40	$15.55	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.84	$15.55	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TELECOMMUNICATION TECHNICIAN	9/1/2025	$52.94	$13.00	$13.97	$6.98	$0.00	$86.89
ELECTRICIANS LOCAL 103	3/1/2026	$53.49	$13.00	$14.23	$7.20	$0.00	$87.92
ELECTRICIANS LOCAL 103	9/1/2026	$55.02	$13.00	$14.28	$7.20	$0.00	$89.50
	3/1/2027	$55.98	$13.00	$14.31	$7.20	$0.00	$90.49
	9/1/2027	$57.50	$13.00	$14.36	$7.20	$0.00	$92.06
	3/1/2028	$58.46	$13.00	$14.38	$7.20	$0.00	$93.04
Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 9/1/2025							
Step / Percent		**Apprentice Base Wage**					
1 / 45.00		$23.82	$13.00	$0.71	$0.00	$0.00	$37.53
2 / 45.00		$23.82	$13.00	$0.71	$0.00	$0.00	$37.53
3 / 50.00		$26.47	$13.00	$13.17	$3.49	$0.00	$56.13
4 / 50.00		$26.47	$13.00	$13.17	$3.49	$0.00	$56.13
5 / 55.00		$29.12	$13.00	$13.25	$3.84	$0.00	$59.21

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: TELECOMMUNICATION TECHNICIAN

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
6	60.00	$31.76	$13.00	$13.33	$4.19	$0.00	$62.28
7	65.00	$34.41	$13.00	$13.41	$4.54	$0.00	$65.36
8	70.00	$37.06	$13.00	$13.49	$4.89	$0.00	$68.44
9	75.00	$39.71	$13.00	$13.57	$5.24	$0.00	$71.52
10	80.00	$42.35	$13.00	$13.65	$5.58	$0.00	$74.58

Apprentice: TELECOMMUNICATION TECHNICIAN

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$24.07	$13.00	$0.72	$0.00	$0.00	$37.79
2	45.00	$24.07	$13.00	$0.72	$0.00	$0.00	$37.79
3	50.00	$26.75	$13.00	$13.43	$3.60	$0.00	$56.78
4	50.00	$26.75	$13.00	$13.43	$3.60	$0.00	$56.78
5	55.00	$29.42	$13.00	$13.51	$3.96	$0.00	$59.89
6	60.00	$32.09	$13.00	$13.59	$4.32	$0.00	$63.00
7	65.00	$34.77	$13.00	$13.67	$4.68	$0.00	$66.12
8	70.00	$37.44	$13.00	$13.75	$5.04	$0.00	$69.23
9	75.00	$40.12	$13.00	$13.83	$5.40	$0.00	$72.35
10	80.00	$42.79	$13.00	$13.91	$5.76	$0.00	$75.46

Apprentice to Journeyworker Ratio: 1:1

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2025	$66.89	$11.49	$15.57	$8.02	$0.00	$101.97
	2/1/2026	$68.24	$11.49	$15.57	$8.02	$0.00	$103.32
	8/1/2026	$70.44	$11.49	$15.57	$8.02	$0.00	$105.52
	2/1/2027	$71.84	$11.49	$15.57	$8.02	$0.00	$106.92

Apprentice: TERRAZZO FINISHERS

Effective Date: 8/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$33.45	$11.49	$15.57	$8.02	$0.00	$68.53
2	60.00	$40.13	$11.49	$15.57	$8.02	$0.00	$75.21
3	70.00	$46.82	$11.49	$15.57	$8.02	$0.00	$81.90
4	80.00	$53.51	$11.49	$15.57	$8.02	$0.00	$88.59
5	90.00	$60.20	$11.49	$15.57	$8.02	$0.00	$95.28

Apprentice: TERRAZZO FINISHERS

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/1/2026							
Step / Percent		**Apprentice Base Wage**	**Health**	**Pension**	**Annuity**	**Supplemental Unemployment**	**Total Rate**
1 / 50.00		$34.12	$11.49	$15.57	$8.02	$0.00	$69.20
2 / 60.00		$40.94	$11.49	$15.57	$8.02	$0.00	$76.02
3 / 70.00		$47.77	$11.49	$15.57	$8.02	$0.00	$82.85
4 / 80.00		$54.59	$11.49	$15.57	$8.02	$0.00	$89.67
5 / 90.00		$61.42	$11.49	$15.57	$8.02	$0.00	$96.50
Apprentice to Journeyworker Ratio: 1:5							
TEST BORING DRILLER	6/1/2025	$51.70	$9.90	$9.25	$9.80	$0.00	$80.65
LABORERS	12/1/2025	$53.20	$9.90	$9.25	$9.80	$0.00	$82.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	$54.75	$9.90	$9.25	$9.80	$0.00	$83.70
	12/1/2026	$56.25	$9.90	$9.25	$9.80	$0.00	$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER	6/1/2025	$47.82	$9.90	$9.25	$9.80	$0.00	$76.77
LABORERS	12/1/2025	$49.32	$9.90	$9.25	$9.80	$0.00	$78.27
LABORERS - FOUNDATION AND MARINE	6/1/2026	$50.87	$9.90	$9.25	$9.80	$0.00	$79.82
	12/1/2026	$52.37	$9.90	$9.25	$9.80	$0.00	$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER	6/1/2025	$47.70	$9.90	$9.25	$9.80	$0.00	$76.65
LABORERS	12/1/2025	$49.20	$9.90	$9.25	$9.80	$0.00	$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	$50.75	$9.90	$9.25	$9.80	$0.00	$79.70
	12/1/2026	$52.25	$9.90	$9.25	$9.80	$0.00	$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS	6/1/2025	$57.68	$15.55	$13.25	$3.25	$0.00	$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.12	$15.55	$13.25	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.40	$15.55	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.84	$15.55	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2025	$41.82	$15.57	$20.17	$0.00	$0.00	$77.56
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	$41.82	$15.57	$21.78	$0.00	$0.00	$79.17
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$41.82	$16.17	$21.78	$0.00	$0.00	$79.77
	6/1/2026	$42.82	$16.17	$21.78	$0.00	$0.00	$80.77
	12/1/2026	$42.82	$16.17	$23.52	$0.00	$0.00	$82.51
	1/1/2027	$42.82	$16.77	$23.52	$0.00	$0.00	$83.11
TUNNEL WORK - COMPRESSED AIR	6/1/2025	$59.93	$9.90	$9.25	$10.25	$0.00	$89.33
LABORERS	12/1/2025	$61.43	$9.90	$9.25	$10.25	$0.00	$90.83
LABORERS (COMPRESSED AIR)	6/1/2026	$62.98	$9.90	$9.25	$10.25	$0.00	$92.38
	12/1/2026	$64.48	$9.90	$9.25	$10.25	$0.00	$93.88
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	6/1/2025	$61.93	$9.90	$9.25	$10.25	$0.00	$91.33
LABORERS	12/1/2025	$63.43	$9.90	$9.25	$10.25	$0.00	$92.83
LABORERS (COMPRESSED AIR)	6/1/2026	$64.98	$9.90	$9.25	$10.25	$0.00	$94.38
	12/1/2026	$66.48	$9.90	$9.25	$10.25	$0.00	$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR	6/1/2025	$52.00	$9.90	$9.25	$10.25	$0.00	$81.40
LABORERS	12/1/2025	$53.50	$9.90	$9.25	$10.25	$0.00	$82.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	$55.05	$9.90	$9.25	$10.25	$0.00	$84.45
	12/1/2026	$56.55	$9.90	$9.25	$10.25	$0.00	$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	6/1/2025	$54.00	$9.90	$9.25	$10.25	$0.00	$83.40
LABORERS	12/1/2025	$55.50	$9.90	$9.25	$10.25	$0.00	$84.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	$57.05	$9.90	$9.25	$10.25	$0.00	$86.45
	12/1/2026	$58.55	$9.90	$9.25	$10.25	$0.00	$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	6/1/2025	$41.24	$15.57	$20.17	$0.00	$0.00	$76.98
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	$41.24	$15.57	$21.78	$0.00	$0.00	$78.59
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$41.24	$16.17	$21.78	$0.00	$0.00	$79.19
	6/1/2026	$42.24	$16.17	$21.78	$0.00	$0.00	$80.19
	12/1/2026	$42.24	$16.17	$23.52	$0.00	$0.00	$81.93
	1/1/2027	$42.24	$16.77	$23.52	$0.00	$0.00	$82.53
WAGON DRILL OPERATOR	6/1/2025	$42.00	$9.65	$9.00	$8.70	$0.00	$69.35
LABORERS	12/1/2025	$43.38	$9.65	$9.00	$8.70	$0.00	$70.73
LABORERS - ZONE 2	6/1/2026	$44.82	$9.65	$9.00	$8.70	$0.00	$72.17
	12/1/2026	$46.26	$9.65	$9.00	$8.70	$0.00	$73.61
	6/1/2027	$47.71	$9.65	$9.00	$8.70	$0.00	$75.06
	12/1/2027	$49.16	$9.65	$9.00	$8.70	$0.00	$76.51
	6/1/2028	$50.66	$9.65	$9.00	$8.70	$0.00	$78.01
	12/1/2028	$52.16	$9.65	$9.00	$8.70	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	6/1/2025	$40.59	$9.90	$9.25	$9.21	$0.00	$68.95
LABORERS	12/1/2025	$41.97	$9.90	$9.25	$9.21	$0.00	$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$43.41	$9.90	$9.25	$9.21	$0.00	$71.77
	12/1/2026	$44.85	$9.90	$9.25	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR	6/1/2025	$58.33	$15.55	$13.25	$3.25	$0.00	$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.78	$15.55	$13.25	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$61.08	$15.55	$13.25	$3.25	$0.00	$93.13
	12/1/2026	$62.53	$15.55	$13.25	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	3/2/2025	$69.84	$14.32	$12.31	$8.00	$0.00	$104.47
PLUMBERS & GASFITTERS LOCAL 12							
PLUMBERS & GASFITTERS LOCAL 12							
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.

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

ONE DAY LIQUOR LICENSE APPLICATION
As of July 18, 2023

Applicants Name: Bellforge Arts Center Email: jmineo@bellforge.org

Street Address: 258 Main St., Unit 1 Telephone: 617-877-5158

City/Town, State: Medfield, MA

Event and Purpose: The event on 2/5 will feature the culinary aspect of the Bellforge. We will host a panel conversation with a chef, a cookbook author, and possibly 1-2 more culinary arts professionals. The event is open to the public and free of charge, with a suggested donation for those who would like to support the Bellforge project. We hope to serve snacks and wine after the talk.

Location of Event: Medfield's Council on Aging, CoA board has reviewed and approved

Date and Hours of Event: Thurs. Feb. 5, 2026 from 7 pm - 9 pm

Type of License Requested: All Alcohol ____ Or Malt/Wine only X

Sketch of Area Where Liquor to be Served attached: Yes___ No X, event is in Fellini Hall

Copy of Valid Bartender Trainings attached: Yes___ No___ already on file

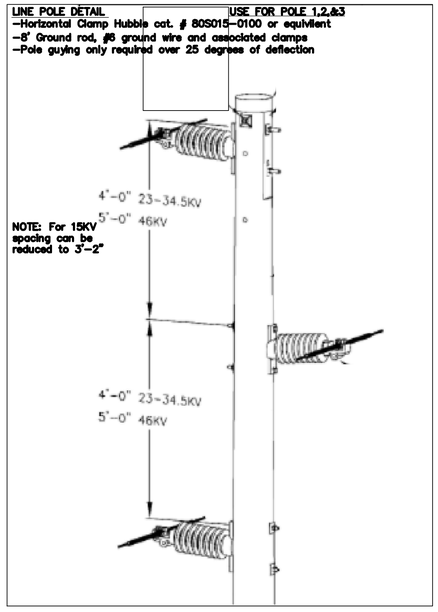
Copy of Certificate of Liability Insurance attached: Yes___ No___ already on file

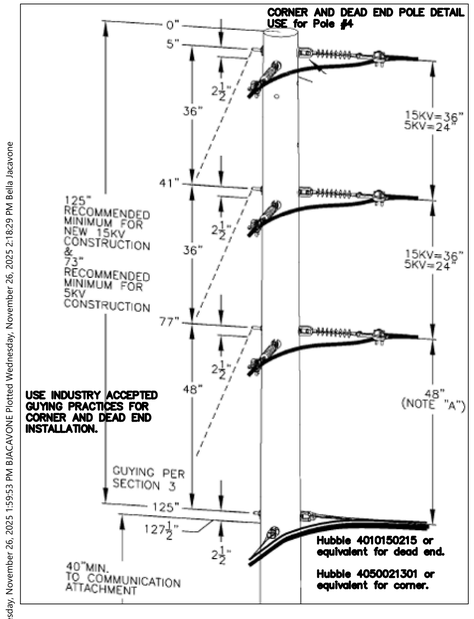
If Requested All Alcohol License, proof of non-profit status attached: Yes___ No X

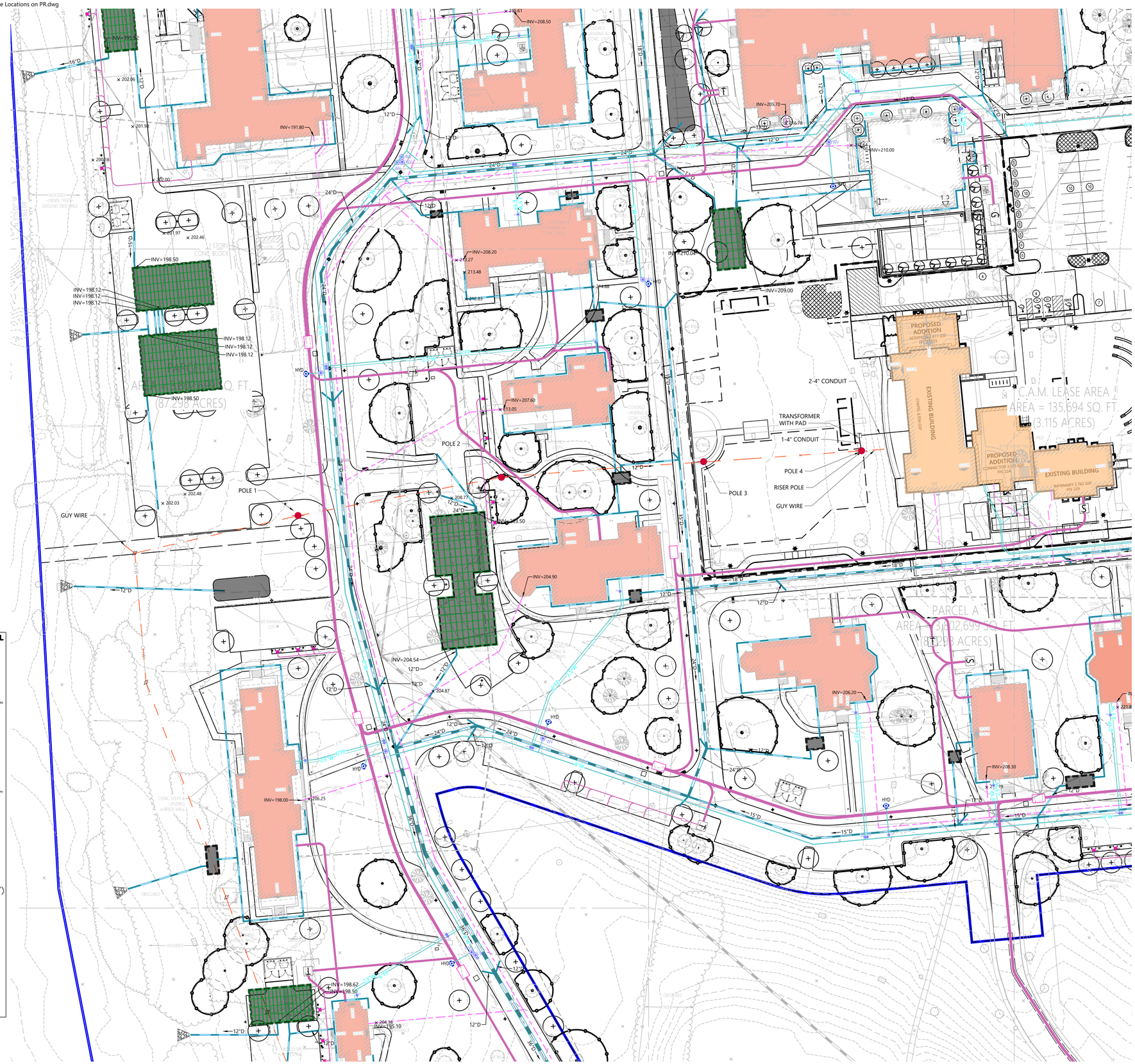
_____ 12/08/2025
Signature of Applicant Date filed

_____ _____
Licensing Authority Signature Date approved

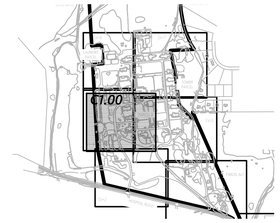
Conditions:_____







vhb.com
vhb
1 Cedar Street
Suite 400
Providence, RI 02903
401.272.8100



Key
Not To Scale

DRAFT FOR CLIENT REVIEW

0 20 40 80 Feet

Medfield CAM
45 Hospital Road
Medfield, MA

No.	Revision	Date	Appvd.

Designed by | Checked by

Issued for: CLIENT REVIEW
Date: 11/26/2025

Not Issued for Construction

Drawing Title
Temporary Electric Service Lines

Drawing Number
C1.00

Sheet 1 of 2

Project Number
73400.00

Saved Wednesday, November 26, 2025 1:59:53 PM BIACAVONE Plotted Wednesday, November 26, 2025 2:18:29 PM Bella Jacavone

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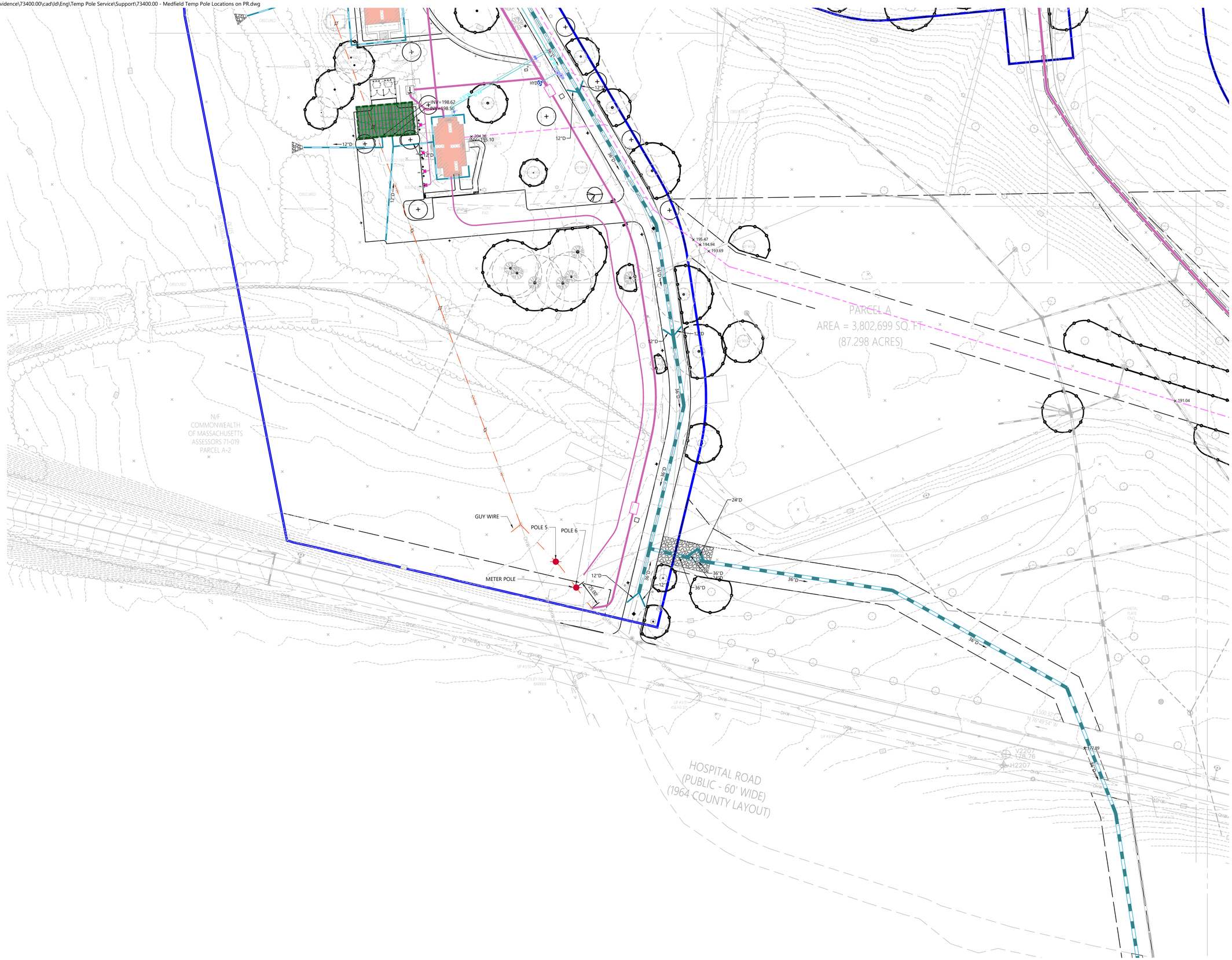

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Suite 400
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401.272.8100

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0 20 40 80 Feet

Medfield CAM
45 Hospital Road
Medfield, MA

No.	Revision	Date	Appvd.

Designed by | Checked by

Issued for: CLIENT REVIEW
Date: 11/26/2025

Not Issued For Construction

Drawing Title
Temporary Electric Service Lines

Drawing Number
C1.01

Sheet 2 of 2

Project Number
73400.00

Saved Wednesday, November 26, 2025 1:59:53 PM BJACAVONE Plotted Wednesday, November 26, 2025 2:21:57 PM Bella Jacavone

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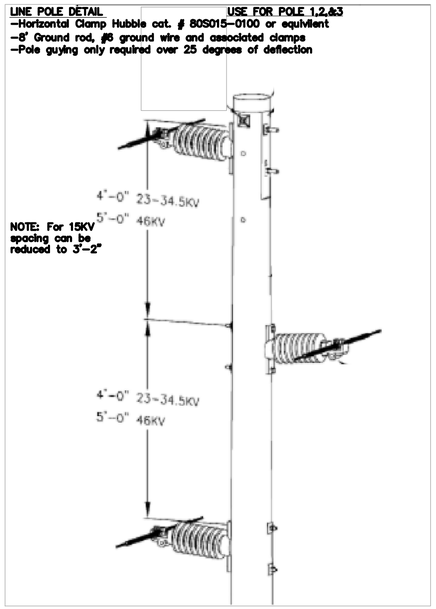

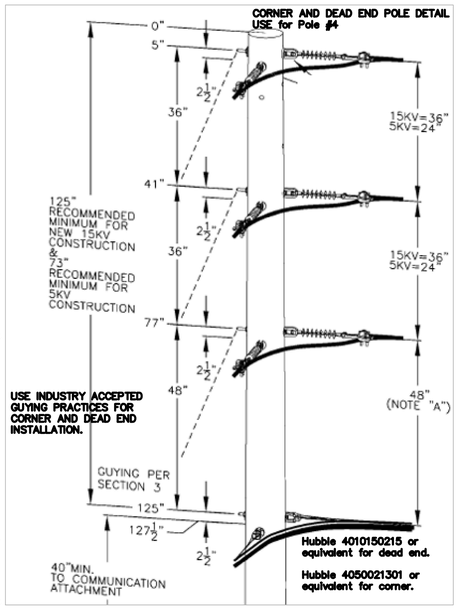

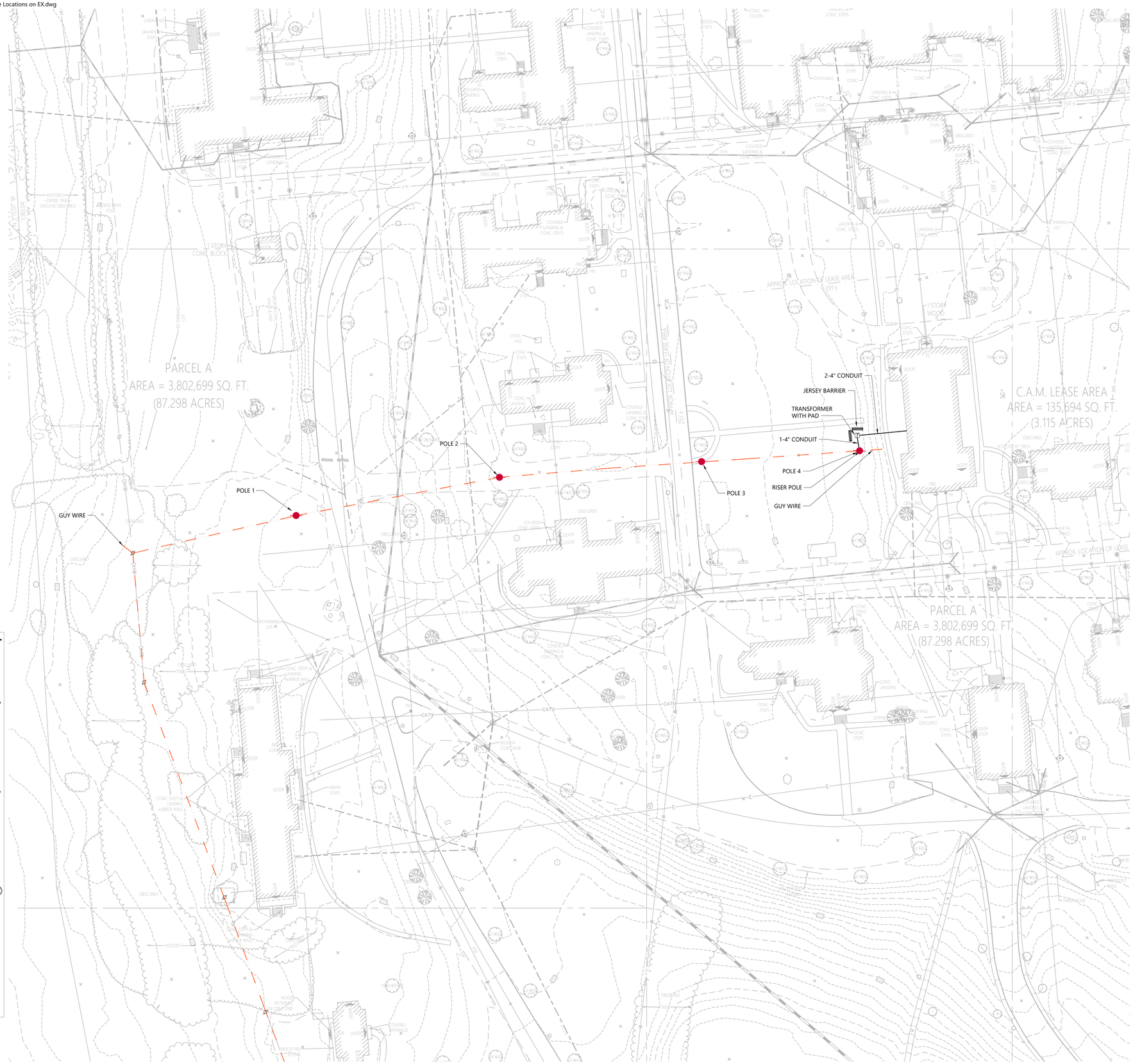

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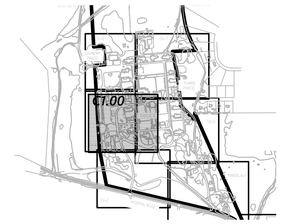

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Medfield CAM
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Project Number
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Saved Wednesday, November 26, 2025 2:27:46 PM BJACAVONE Plotted Wednesday, November 26, 2025 2:39:45 PM Bella Jacavone

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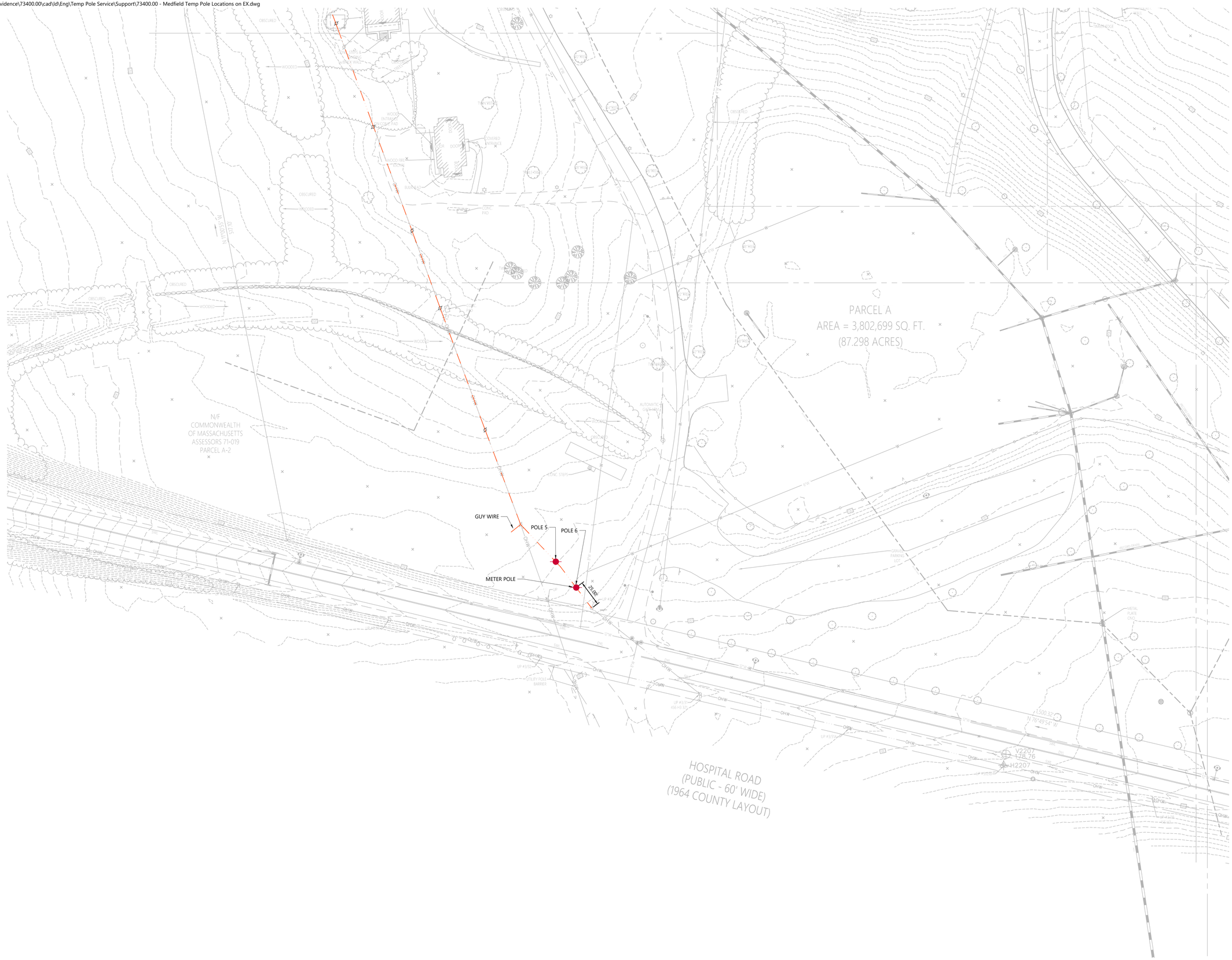

vhb.com

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Medfield CAM

45 Hospital Road
Medfield, MA

No.	Revision	Date	Appvd.

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CLIENT REVIEW

Date
11/26/2025

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Drawing Title
Temporary Electric Service Lines

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C1.01

Sheet 2 of 2

Project Number
73400.00

Saved:Wednesday, November 26, 2025 2:27:46 PM BJACAVONE Plotted:Wednesday, November 26, 2025 2:42:18 PM Bella Jacavone

Gmail

Brittney Franklin <bfranklin@medfield.net>

Bellforge Temp Power Plan Review - Medfield State Hospital

1 message

Dan Moore <[redacted] Thu, Dec 11, 2025 at 8:05 AM
To: Brittney Franklin <bfranklin@medfield.net>, Kristine Trierweiler <ktrierweiler@medfield.net>
Cc: Jean Mineo <jmineo@bellforge.org>, Ray Bourcier <[redacted], Kevin McCarthy [redacted]>, "James P. Keefe" [redacted]

ShareFile Attachments Expires June 12, 2026

73400.00 - Medfield Temp Service Pole Loc...ons.pdf 11.3 MB

Download Attachments

Dan Moore uses ShareFile to share documents securely.

Good morning, Brittney & Kristine,

I have included a link to the temporary power plan shared by CAM for temporary power service to Bellforge. Trinity has reviewed the plan, and it is acceptable from our review, both in layout for distance relationship to the buildings, and future infrastructure elements including roadway and parking lots. The expected height of the temporary power wiring, planned to be 18'-6" at the lowest sag of the wiring is also acceptable, as reviewed and commented by CAM's VHB team with us. All work required will be performed by CAM.

If you have any questions, feel free to reach out to me.

Regards,

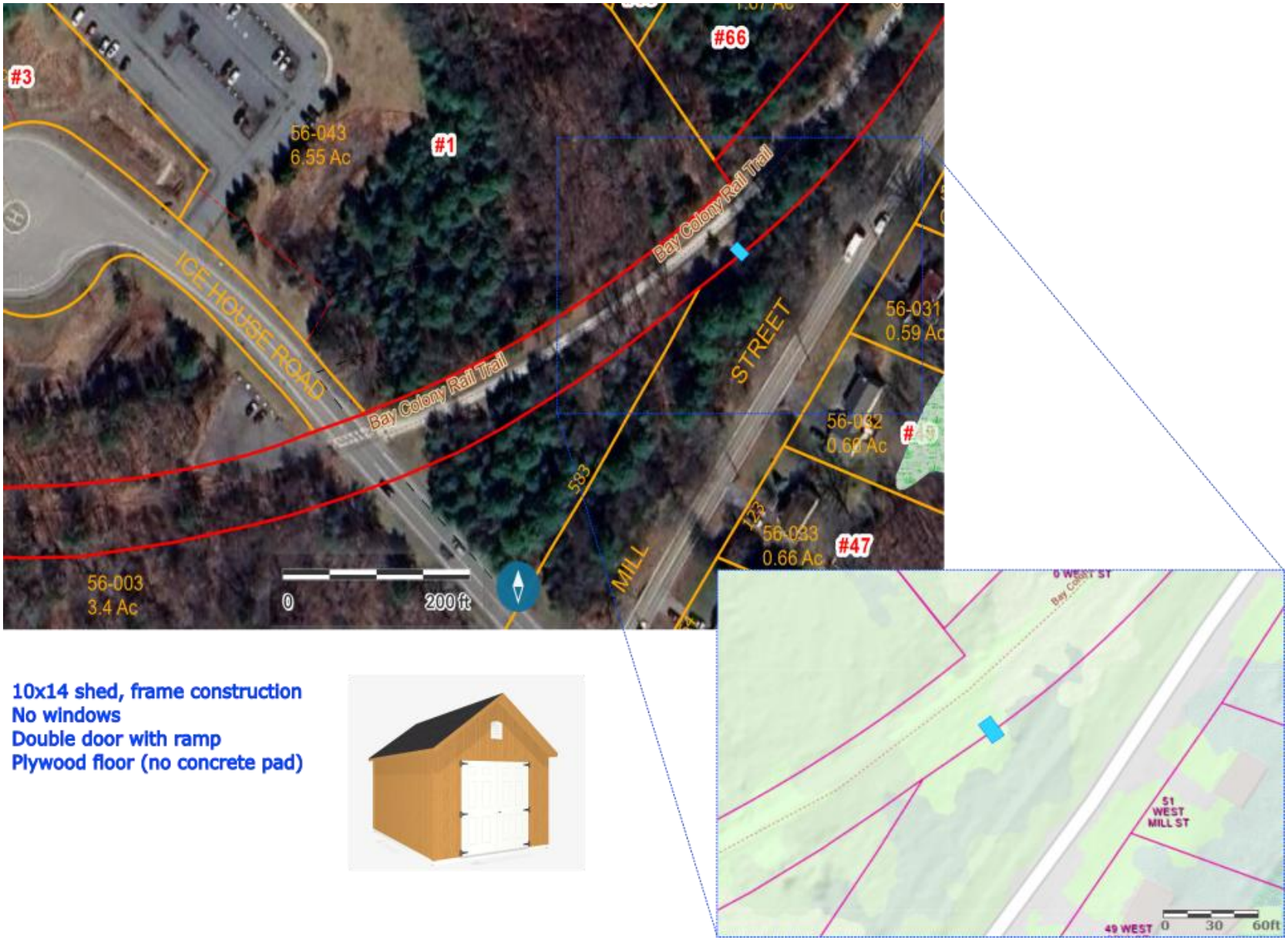
Dan Moore
Senior Construction Manager
Trinity Financial
One Beacon Street, 22nd Floor
Boston, MA 02110
[redacted]

Confidentiality Notice: This email and any of its attachments may be legally privileged and/or confidential. If you are not an intended recipient, you should not retain, disseminate, distribute, or copy this e-mail and may be violating law if you do so.

Friends of the Medfield Rail Trail

Equipment Shed Proposal

Shed Site



10x14 shed, frame construction
No windows
Double door with ramp
Plywood floor (no concrete pad)

Shed Appearance

View from West Mill St
(Shed would be behind trees)

View from Rail Trail

Shed Material List

EXTERIOR MATERIALS			
CODE	DESCRIPTION	LENGTH / SIZE	QTY.
W7	T1-11 Siding, Primed	4'x8'x 1/2"	12
T4	1x4 Trim	3/4" x 3 1/2" x 16'	6
T6	1x6 Trim	3/4" x 5 1/2" x 16'	4
R5	Metal drip edge	1-1/2"x1-1/2" "x10'	5
R6	15 lb. roofing felt	1 roll,	
R7	25 year asphalt shingles	1.6 squares	160 sf
FOUNDATION MATERIALS			
CODE	DESCRIPTION	LENGTH / SIZE	QTY.
F3	4x6 Skid Plate, treated	14'-0"	2
F5	Gravel		
FLOOR FRAMING MATERIALS			
CODE	DESCRIPTION	LENGTH / SIZE	QTY.
F1	2x8 Floor Joist	10'-0"	12
F2	2x8 Rim Joist	14'-0"	2
F4	Full Face O.S.B. T.&G.	4'x8'x 3/4"	5
F10	SIMPSON A23 CLIP		10
WALL FRAMING MATERIALS			
CODE	DESCRIPTION	LENGTH / SIZE	QTY.
W1	2x4 Lumber	92 5/8"	36
W2	2x4 Wall Plate, short	10'-0"	6
W3	2x4 Wall Plate, long	14'-0"	6
W4	Door Header	8'-0"	2
W5	Door Trimmer	8'-0"	2
W7	4ft. x 8ft. Textured Plywood Siding, See exterior materials		

ROOF FRAMING MATERIALS			
CODE	DESCRIPTION	LENGTH / SIZE	QTY.
R1	2x4 Truss top chord	8'-0"	16
R1.1	Truss bottom chord	10'-0"	8
R1.2	Truss Post	8'-0"	2
R2	O.S.B. roof sheeting	4'x8'x 7/16"	6
R3	O.S.B. gusset material	4'x8'x 7/16"	1
R4	2x4 Sub Facia	14'-0"	2
R12	2x4 blocking	14'-0"	2
R15	Simson Hurricane Tie	H2.5	10
DOOR			
D1	6068 Pre-Hung Door	6'-0" x 6'-8"	1
FASTENERS			
2 1/2"	8d Coated Sinker-Roof Sheet, Joist/Rafter to Wall		5 lbs
3 1/4"	12d Coated Sinker-Floor Joist, Wall Frame		5 lbs.
2 1/2"	8d Galvanized-Siding		10 lbs.
2"	6d Bright-Rafter Gussets		2 lbs.
	1 1/4" long, 12 gauge, 3/8" head Roofing Nail		3 lbs.
	Construction Adhesive	10 oz.	3

Gmail

Brittney Franklin <bfranklin@medfield.net>

Candidate for TSARC

Michael Perloff [redacted] Tue, Dec 2, 2025 at 2:33 PM
Reply-To: Michael Perloff <[redacted]>
To: Brittney Franklin <bfranklin@medfield.net>, Nancy Irwin [redacted], Lily Fayerweather <[redacted]>, Jill Rock [redacted], Maurice Goulet <mgoulet@medfield.net>

Brittney,

TSARC voted last night to submit Jill Rock's name (24 Maple St.) for membership on our committee. Jill has attended several of our meetings since July, both in person in the evenings and on Zoom in the mornings. Often delving a little further than some of us with her own perspective, Jill has contributed substantive thoughts and questions to our discussions. She shows empathy for others. Her decisive statements, always couched respectfully, indicate strong leadership qualities. Jill also jumped in to help us with the Medfield Day booth and the foam collection. We would love to have her as a member of TSARC.

Please inform Lily, Nancy, and me of any next steps we should take.

Thanks!

Barb Meyer

Alcohol License Renewals	
Restaurant - All Alcoholic Beverages	**Business Address**
Avenue Restaurant LLC dba Avenue	445 Main Street, Medfield, MA 02052
Tom McGue Inc dba Basil	43 Frairy Street, Medfield, MA 02052
Ganen Medfield, Inc dba Wasabi	16 North Meadows Road, Medfield, MA 02052
Kingsbury Club Medfield Inc	2 Ice House Road, Medfield, MA 02052
Noon Hill Partners LLC dba Noon Hill Grill	530 Main Street, Medfield, MA 02052
TM One Group Inc dba Takara	1 Green Street, Medfield, MA 02052
Mother Anna's, Inc dba Mother Anna's of the North End	18 North Meadows Road, Medfield, MA 02052
N&G Restaurant Group, LLC dba 21 North	21 North Street, Medfield, MA 02052
Package Store - All Alcoholic Beverages	**Business Address**
Bullards Market and Package Store Inc	1 Green Street, Medfield, MA 02052
Medfield Package Store Inc	20 North Street, Medfield, MA 02052
Vet Package Store Inc	547 Main Street, Medfield, MA 02052
Package Store - Wines and Malt	**Business Address**
Gulf Resources Inc dba Medfield Commons	270 Main Street, Medfield, MA 02052
M Carroll Inc dba Medfield Wine Shoppe	258 Main Street E Medfield, MA 02052
Farmer Series Pouring Permit	**Business Address**
Seventh Wave Brewing Inc	120 N Meadows Road Medfield, MA 02052
Farthest Star LLC dba Farthest Star Sake	120 North Meadows Road Ste 2, Medfield MA 02052
Common Victualler License Renewals	
Licensee	**Business Address**
Avenue Restaurant LLC dba Avenue	445 Main Street, Medfield, MA 02052
Tom McGue Inc dba Basil Restaurant and Catering	43 Frairy Street, Medfield, MA 02052
Rock Haven Ventures II LLC dba Blue Moon Bagel Cafe	236 Main Street, Medfield, MA 02052
Taeko Sweeney Sole Prop dba Donut Express & Custom Cakes	258 Main Street, Medfield, MA 02052
Parafa, LLC dba Italian Groceria & Deli	258 Main Street, Medfield, MA 02052
Ganen Medfield, Inc dba Wasabi	16 North Meadows Road, Medfield, MA 02052
Kingsbury Club Medfield, Inc	2 Ice House Road, Medfield, MA 02052
Gulf Resources, Inc. dba Medfield Commons	270 Main Street, Medfield, MA 02052
Medfield Donuts II Inc dba Dunkin Donuts	563 Main Street, Medfield, MA 02052
Dina Corp dba Medfield Subway	547 Main Street, Medfield, MA 02052
Noon Hill Partners LLC dba Noon Hill Grill	530 Main Street, Medfield, MA 02052
Royal Pizza	483 Main Street, Medfield, MA 02052
Seventh Wave Brewing	120 North Meadows Road, Medfield, MA 02052
TM One Group Inc dba Takara	1 Green Street, Medfield, MA 02052
Medfield Village Griddle Inc	18 North Meadows Road, Medfield, MA 02052

Farthest Star LLC dba Farthest Star Sake	120 N. Meadows Road Ste #2, Medfield, MA 02052
Chipotle Mexican Grill of Colorado, LLC	250 Main Street, Medfield, MA 02052
N&G Restaurant Group, LLC	21 North Street, Medfield, MA 02052
Roche Bros	446 Main Street, Medfield, MA 02052
Starbucks Coffee Company #19830	467 Main Street, Medfield, MA 02052
CasaBella Pizza Inc.	454 Main Street, Medfield, MA 02052
Common Victualler License Renewals Pending Paperwork and License Fee	
Licensee	**Business Address**
Go Fresh Foods, Inc dba Medfield House of Pizza	10 North Street, Medfield, MA 02052
Mother Anna's, Inc	18 North Meadows Road, Medfield, MA 02052
Jiang FA 68 Restaurant Inc dba China Sky	24 North Street, Medfield, MA 02052
Around the Plate	38 Park Street, Medfield, Ma 02052
Amusement License Renewals	
Licensee	**Business Address**
Avenue Restaurant LLC dba Avenue	445 Main Street, Medfield, MA 02052
Tom McGue Inc dba Basil Restaurant and Catering	43 Frairy Street, Medfield, MA 02052
Ganen Medfield, Inc dba Wasabi	16 North Meadows Road, Medfield, MA 02052
Kingsbury Club Medfield, Inc	2 Ice House Road, Medfield, MA 02052
Noon Hill Partners LLC dba Noon Hill Grill	530 Main Street, Medfield, MA 02052
Seventh Wave Brewing	120 North Meadows Road, Medfield, MA 02052
TM One Group Inc dba Takara	1 Green Street, Medfield, MA 02052
Farthest Star LLC dba Farthest Star Sake	120 N. Meadows Road Ste #2, Medfield, MA 02052
N&G Restaurant Group, LLC	21 North Street, Medfield, MA 02052
Medfield Donuts II Inc dba Dunkin Donuts	563 Main Street, Medfield, MA 02052
Parafa, LLC dba Italian Groceria & Deli	258 Main Street, Medfield, MA 02052
Dina Corp dba Medfield Subway	547 Main Street, Medfield, MA 02052
Gulf Resources, Inc. dba Medfield Commons	270 Main Street, Medfield, MA 02052
Taeko Sweeney Sole Prop dba Donut Express & Custom Cakes	258 Main Street, Medfield, MA 02052
Class II Motor Vehicles Sales License Renewals	
Licensee	**Business Address**
Keegan’s Auto Sales, LLC	27 Brook Street, Medfield, MA 02052

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services, or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION

Contractor Legal Name
Town of Medfield

d/b/a

Legal Address
As entered on Form W-9 or Form W-4
459 Main Street, Medfield, MA 02052

Contract Manager Name
Kristine Trierweiler

Phone: 508-906-3011
Fax:

Email: ktrierweiler@medfield.net

Vendor Code: VC VC6000191876

Vendor Code Address ID
e.g. "AD001". AD

Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.

COMMONWEALTH INFORMATION

Department: Executive Office of Economic Development
MMARS Code: EED

Contract Manager Name

Business Mailing Address
1 Ashburton Pl. Room 2101, Boston, MA 02108

Billing Address If Different

Phone:
Fax:

Email: Charlotte.Leis@mass.gov

MMARS Doc ID(s)
26FRWRDERMKMEDFIELD1

RFR/Procurement or Other ID Number
Ch. 268 Acts of 2022

○ NEW CONTRACT

Procurement or Exception Type (Check one option only)

☐ **Statewide Contract**
(OSD or an OSD-designated department.)

☐ **Collective Purchase**
(Attach OSD approval, scope, and budget.)

☐ **Department Procurement** - Includes all Grants 815 CMR 2.00.
(Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)

☐ **Emergency Contract**
(Attach justification for emergency, scope, and budget.)

☐ **Contract Employee**
(Attach Employee Status Form, scope, and budget.)

☐ **Interim Contract with new Contractor**
(Attach justification for Interim Contract and updated scope/budget.)

☐ **Other Procurement Exception**
(Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)

◉ CONTRACT AMENDMENT

Current Contract End Date *PRIOR* to Amendment: June 30, 2026

Amendment Amount Or Enter "No Change": No Change

Amendment Type
Check one option only. Attach details of amendment changes.

☑ **Amendment to Date, Scope, or Budget**
(Attach updated scope and budget.)

☐ **Interim Contract with Current Contractor**
(Attach justification for Interim Contract and updated scope/budget.)

☐ **Contract Employee**
(Attach any updates to scope or budget.)

☐ **Other Procurement Exception**
(Attach authorizing language/justification and updated scope/budget.)

TERMS AND CONDITIONS

The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding.
Check ONE option:

◉ Commonwealth Terms and Conditions ○ Commonwealth Terms and Conditions for Human and Social Services ○ Commonwealth IT Terms and Conditions

COMPENSATION

Check ONE option.

The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

○ **Rate Contract (No Maximum Obligation).** (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

◉ **Maximum Obligation Contract.** Total maximum obligation for total duration of this contract (or new total if contract is being amended): 170,000

MMARS Doc ID(s) 26FRWRDERMKMEDFIELD1

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy.

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:
10 days % PPD.
15 days % PPD.
20 days % PPD.
30 days % PPD.

If PPD percentages are left blank, identify reason:

☑ **Statutory/legal** ☐ **Ready Payments** (M.G.L. c. 29, § 23A) ☑ **Agree to standard 45-day cycle** ☐ **Only initial payment**

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment.
Attach all supporting documentation and justifications.

This contract is to fund the project designated in Chapter 268 of the Acts of 2022 Economic Development Bill to promote economic development, strengthen health and human services, advance clean energy, expand affordable housing, and invest in local communities, businesses, and workers: Account #:1599-6090 – "provided further, that not less than $170,000 shall be expended for a downtown facade improvement program in the town of Medfield"

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

○ **YES** If YES, the Contractor's annual SDP commitment for this Contract is

◉ **NO** If NO, and the department is an Executive Department, enter the appropriate exemption:

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

◉ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

○ 2. may be incurred as of , **20** , a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

○ 3. were incurred as of , **20** , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE

Contract performance shall terminate as of June 30 , **20** 27 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS

Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR Signature and date must be captured at time of signature.		**AUTHORIZING SIGNATURE FOR THE DEPARTMENT** Signature and date must be captured at time of signature.	
Signature	**Date**	**Signature**	**Date**
Print Name	**Print Title**	**Print Name**	**Print Title**

Commonwealth of Massachusetts
EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT
One Ashburton Place, Room 2101
Boston, MA 02108

MAURA HEALEY
GOVERNOR

KIMBERLY DRISCOLL
LIEUTENANT GOVERNOR

YVONNE HAO
SECRETARY

ATTACHMENT A

EOHED Chapter 268 of the Acts of 2022 Coronavirus State Fiscal Recovery Fund (CSFRF) Earmark

The Executive Office of Economic Development will be administering your Earmark to Chapter 268 of the Acts of 2022.

In order to initiate your contract, complete the Earmark Scope and Budget document and email it to the earmark program manager, Joe Harrington at Joseph.D.Harrington@mass.gov.

Please be advised:

- All funding under this contract must be spent by, and all deliverables must be executed, completed and delivered by the date of contract expiration, which can be no later than June 30, 2026.
- Deviations in line items that exceed 25% of the total contract amount must be approved by EOED and, in some cases, may require a contract amendment.
- Any amendments to this contract, including a change in scope of work or budget, must be requested at least 30 days prior to the date of contract expiration. EOED may not accept any requests received past that date.
- The last reimbursement request and all supporting documentation is due to the earmark program manager by the date of contract expiration.
- The maximum contract obligation will not exceed the amount published in the line item.
- Funds provided under this contract may not be used for the purchase of alcoholic beverages.

Reimbursement Schedule:

- Earmarks will be paid on a reimbursement basis based on invoice and proof of payment documentation submitted for eligible costs in line with the approved Attachment A scope of work.
- Upon approval of the Attachment A submitted to EOED by the recipient, the earmark program manager will provide a contract package that includes a state standard contract form, state and federal terms and conditions, and any other paperwork required to be completed by the recipient should they need to be established in the state's accounting system.
- Progress updates and/or requests for payment shall be provided by the recipient to EOED on a quarterly basis using the provided EOED Chapter 268 of the Acts of 2022 Coronavirus State Fiscal Recovery Fund (CSFRF) Earmark Reimbursement Form.

Final Report:

EARMARK SCOPE & BUDGET

In order to receive the final payment of the earmark, the recipient must submit a reimbursement request and a Final Report to the earmark program manager. The final reimbursement request should include final receipts and proof of payment for balance amount of the earmark, not to exceed 100% of the appropriation.

The Final Report is to be provided by the earmark recipient in the template provided by EOED. The Final Report shall provide a brief summary of how the funds were expended and address all elements of the budget at the conclusion of the initiatives. The Final Report shall include outcomes and quantifiable details such as: location of services (eg. ZIP Code, Municipality, etc.) quantification of impact (eg. Number of people served, number of students participating, etc.) unit of measurement identified above (eg. 25,000 people) and type of entity receiving the funding – (eg. Municipality, non-profit institution, institution of Higher Education, etc.).

The Final Report and all documentation are due by the date of contract expiration.

A. General Information

Contractor/Organization Legal Name:	Town of Medfield
d/b/a:	
FEI/ Tax ID:	046001216
Legal Address:	459 Main Street, Medfield, MA 02052
Contract Manager:	Kristine Trierweiler
E-Mail:	ktrierweiler@medfield.net
Phone:	508-906-3011

B. Overview of Earmark Recipient

Please provide a brief description of your organization.

The Town of Medfield is located within Norfolk County, approximately 20 miles southwest of Boston and approximately 30 miles north of Providence, Rhode Island. It is bordered by Millis on the west, Sherborn on the northwest, Dover on the north and northeast, Walpole on the east and southeach, and Norfolk on the south. Established as a town in 1651, Medfield has a population of 12,024 (2010 Federal Census) and occupies a land area of 14.43 square miles.

C. Project Scope

Please provide a description of the projects or programs covered by this earmark.

The Town of Medfield is committed to making improvements to downtown to be a safe gathering place for the community and an attractive and viable place to do business. The economic impacts of the COVID-19 outbreak have left many businesses with fewer resources to invest in renovations, new signage, and other physical improvements to their properties and storefronts. A façade improvement and beautification grant program will support downtown businesses in making much needed improvements to building facades that will enhance the overall appearance of downtown. Funds will also be used to enhance publicly owned assets as well (faded park signs, small murals on utility boxes, etc.)
Visible façade improvements throughout the district will enhance the overall appearance of the Town and motivate other tenants and property owners to make improvements and keep up with maintenance of their properties. Ultimately, future façade improvements supported by this program will complement the recent renovations along Main Street and will create a more cohesive downtown.

EARMARK SCOPE & BUDGET

D. Budget

Please itemize the budget for this earmark. Include the date of invoice for expenses already incurred. For expenses not already incurred, please estimate date of expenditure.

All funding under this contract must be spent by, and all deliverables must be executed, completed and delivered **the date of contract expiration, which can be no later than June 30, 2026.**

An updated version of this budget must be submitted with the final report, which is due by **the date of contract expiration, which can be no later than June 30, 2026.** Any contract amendments must be completed

Budget Line Item (include vendor name where applicable and/or description of expense)	**Date**	**Amount**
e.g. ABC Printing Company - postage	*01/01/2021*	*$150.00*
Grant awards to businesses for façade improvements		$120,000
Consultant services to manage grant program		$20,000
Façade improvements to town-owned assets		$30,000
Total Budget (amount should not exceed total earmark amount)		$170,000

Gmail

Brittney Franklin <bfranklin@medfield.net>

Municipal Energy Manager grant - update on hiring MEM

Amatore, Jennifer [redacted] Mon, Dec 8, 2025 at 4:27 PM
To: Brittney Franklin <bfranklin@medfield.net>
Cc: "Curran, Karen M" [redacted]

Hi Brittney,

Thank you for meeting with us today. To summarize our request, we are looking for an email requesting an extension to hire your Energy Manager to January 31st 2026. The MOU states that the Municipal Energy Manager will be hired no later than August 15th 2025.

In the email can you:

- Summarize Medfield's activities to date to try to fill the position
- Copy members of the towns select board who signed the MOU

Please let us know when you will be able to get this email to us.

Thanks again!

Jennifer Amatore

Energy Efficiency Consultant, Energy Efficiency

Eversource Energy

[redacted]

Eversource, #1 Energy Efficiency Provider in the Nation

— According to the most recent Ceres and ACEEE utility rankings

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EVERSOURCE ENERGY

157 Cordaville Road
Southborough, MA 01772

December 6, 2025

Select Board
Medfield Town Hall
459 Main Street
Medfield, MA 02052

RE: Harding Street @ North Street
Medfield, MA
W.O. #21412761

No Hearing Required

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY d/b/a as EVERSOURCE ENERGY and VERIZON for obtaining a Grant of Location to relocate one (1) pole #10/1.

This work is necessary to accommodate Town of Medfield new roundabout at the intersection of Harding Street and North Street.

If you have any further questions, contact Chris Cosby @ (508) 305-6989.
Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

Richard M. Schifone

Richard M. Schifone
Rights and Permits, Supervisor

RMS/sky
Attachments

WO# 21412761

PETITION OF NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY
FOR LOCATIONS OF POLES

To the Select Board of the Town of Medfield, Massachusetts:

Respectfully represent **NSTAR ELECTRIC COMPANY d.b.a EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC,** companies subject to Chapter 166 of the General Laws (Ter. Ed.), that they have heretofore received a grant of joint or identical location for, and have erected or constructed, a line consisting of wires, poles and such other fixtures as may be necessary to sustain or protect the wires of the line, upon, along and across the public way or ways hereinafter specified, and that it is desirable that the location of certain of said poles be altered.

WHEREFORE, your petitioners pray that the Select Board may by Order direct an alteration in the location of said existing poles so that hereafter said poles, together with such fixtures as may be necessary to sustain or protect the wires of the line, shall be located substantially as shown on the plan made by **K. Rice,** dated **September 5, 2025** and filed herewith upon, along and across the following public way or ways of said Town:

Harding Street – Northerly side at the intersection of Harding Street and North Street

Relocate one (1) pole #10/1

NO HEARING REQUIRED

Also for permission to lay and maintain underground laterals, cables, and wires in the above or Intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitoners may desire for distributing purposes. Your petitioners agree to reserve space for one crossarm at a suitable point upon each of said poles for the telephone, fire and police signal wires owned by the Town and used for muncipal purposes.

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the telephone, fire and police signal wires owned by the Town and used for municipal purporse

NSTAR ELECTRIC COMPANY d.b.a EVERSOURCE ENERGY

By: Richard M. Schifone
Richard M. Schifone
Rights & Permits, Supervisor

VERIZON NEW ENGLAND, INC.

By: Albert E. Bessette Jr.

Dated this _____ day _____

Town of **Medfield,** Massachusetts.

Received and filed _____

_____
Medfield Select Board

WO# 21412761

ORDER FOR LOCATIONS FOR POLES
Town of Medfield, Massachusetts

WHEREAS, **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.** has heretofore been granted a location for, and have erected or constructed, a line consisting of wires, poles and such other fixtures as may be necessary to sustain or protect the wires of the line upon, along and across the public way or ways thereinafter specified, and have petitioned for an alteration in the location of certain of said poles.

It is **DIRECTED** that the location heretofore granted for said poles be altered so that hereafter said poles shall be located, substantially as shown on the plan made by **K. Rice,** dated **September 5, 2025** on file with said petition for alteration in the location, upon, along and across the following public way or ways of said Town:

Harding Street – Northerly side at the intersection of Harding Street and North Street

Relocate one (1) pole #10/1

NO HEARING REQUIRED

Also for permission to lay and maintain underground laterlas, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes. Your petitioners agree to reserve space for one crossarm at a suitable point upon each of said poles for the telephone, fire and police signal wires owned by the Town and used for municipal purposes.

All construction work under this Order shall be in accordance with the following conditions:
Poles shall be of sound timber and located as shown on said plan. There may be attached to said poles by said **NSTAR ELECTRIC COMPANY d.b.a EVERSOURCE ENERGY** and by said **VERIZON NEW ENGLAND, INC**. wires and cables necessary for the conduct of its business. All such wires and cables shall be placed at a height of not less than twenty feet from the ground.

_____ Select Board

_____ the Town of

_____ **Medfield**

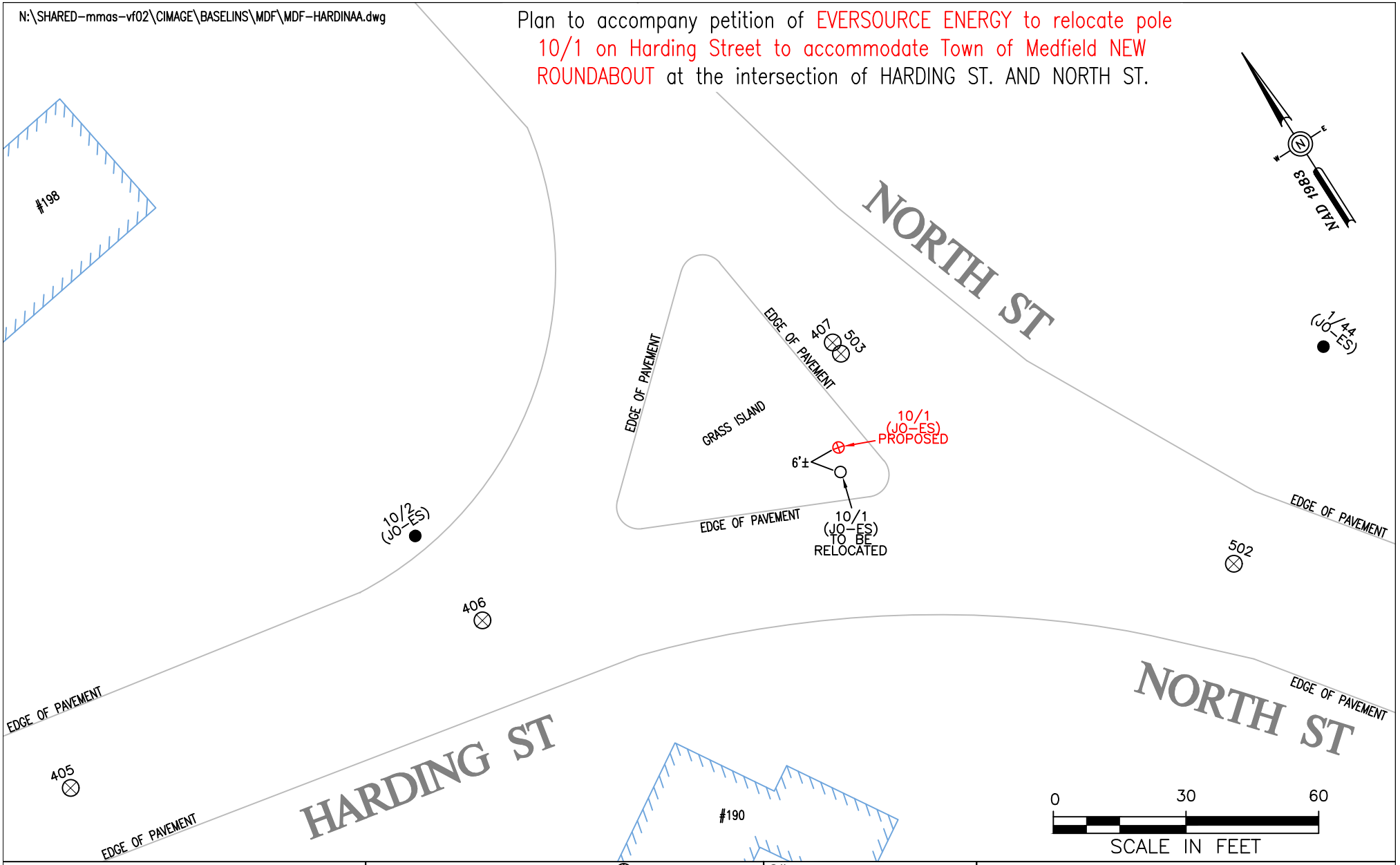
CERTIFICATE

I hereby certify that the foregoing is a true copy of the Order of the **Board of Select Board** of the Town of **Medfield,** Massachusetts, duly adopted on the _____ day of _____, 2025 and recorded with the records of location Orders of said Town, Book _____, Page _____.

Attest:_____
Clerk of the Town of **MEDFIELD,** Massachusetts

N:\SHARED-mmas-vf02\CIMAGE\BASELINS\MDF\MDF-HARDINAA.dwg

Plan to accompany petition of EVERSOURCE ENERGY to relocate pole 10/1 on Harding Street to accommodate Town of Medfield NEW ROUNDABOUT at the intersection of HARDING ST. AND NORTH ST.



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED

Proposed pole locations shown thus	⊕
Pole locations to be abandoned, shown thus	○
Proposed Anchor Guy shown thus	T
Proposed Hip Guy shown thus	T⊔
Proposed Underground location shown thus	——
Proposed Push Brace shown thus	⊕
Existing Pole location shown thus	●

C#	
Ward #	
Work Order # 21412761	
Surveyed by: N/A	
Research by: GR	
Plotted by: LM	
Proposed Structures: LM	
Approved: K RICE	
P#	

NSTAR ELECTRIC d/b/a EVERSOURCE
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of HARDING ST @ NORTH ST
MEDFIELD

Showing PROPOSED POLE REPLACEMENT/RELOCATION

Scale 1"=30' Date SPETEMBER 5, 2025

SHEET 1 of 1

MASSACHUSETTS HOUSING PARTNERSHIP

CHAPTER 40B TECHNICAL ASSISTANCE
PROGRAM GUIDELINES
FY 2026

OVERVIEW

The Massachusetts Housing Partnership (MHP) provides technical assistance to local Zoning Boards of Appeal (ZBA) in the review of permit applications for Comprehensive Permits pursuant to Chapter 40B of the Massachusetts General Laws ("Chapter 40B") and the regulations promulgated there under at 760 C.M.R. 56.00 (the "Regulations").

The purpose of the MHP Chapter 40B Technical Assistance Program is to assist the Zoning Board of Appeals, and other relevant municipal boards, in the review of specific Chapter 40B development proposals. MHP provides awards of up to $15,000 to municipalities to pay for third-party consultants to work with the ZBA to increase local capacity and to assist in the review and permitting process for Chapter 40B Comprehensive Permit projects. Communities that have achieved 10% on the Subsidized Housing Inventory or that have been certified by EOHLC to have an affordable housing inventory that is at or above 10% or exceeds 1.5% of the land zoned for residential, commercial or industrial use are not eligible for the 40B TA Program.

Since the inception of this program in 1999, most communities receiving technical assistance from MHP have successfully negotiated comprehensive permits on terms mutually agreeable to the municipality and the developer. In a small number of cases MHP's technical assistance has resulted in the withdrawal of inappropriate Chapter 40B proposals or the denial of the permit by the community.

PROCEDURES

Application Process

- The applicant contacts the MHP Chapter 40B technical assistance staff at any time to discuss a Chapter 40B development that has been filed or is likely to be filed with the ZBA.
- Applications are accepted by MHP after an initial phone intake.
- An application for technical assistance will only be accepted and reviewed by MHP after the comprehensive permit application has been filed with the ZBA,
- Applicants can request a pre-hearing training on 40B for the Zoning Board and other town staff, boards and committees.
- The MHP application must include:
    - a copy of the Project Eligibility Letter from the subsidizing agency,
    - the comment letter the municipality sent to the Subsidizing Agency, and
    - any Local Rules for Comprehensive Permits the ZBA may have adopted
- The application must be signed by both the ZBA Chair and the Chief Elected Official.
- MHP strongly recommends interested communities contact MHP early in the process to facilitate the engagement of a qualified consultant *prior* to the start of the first public hearing. MHP reserves the right to reject an application for assistance after the hearing has opened.

- MHP typically completes a review within 10 days of the receipt of a complete of the application and, if approved, sends an award letter to the applicant community.

Consultant Services

- Prior to receiving an award a community must select a consultant from MHP's list of Program Consultants.
- Program Consultants are responsible for
    - providing technical assistance to the municipality in understanding the Chapter 40B permitting and review process;
    - assisting in identifying areas needing additional study or technical information; and
    - facilitating constructive discussions between the developer and the ZBA.
- The Program Consultant's role in providing comprehensive Chapter 40B technical assistance does not replace the role of the municipality's legal counsel. However, in accepting the technical assistance award, the municipality agrees that the consultant will be the lead consultant for the project and will assist in assessing the need for additional technical assistance including peer review consultants.
- Program Consultants are limited to contracting with a maximum of 3 communities at one time. Exceptions may be made for consultants who have previously contracted with communities under the Program.

Uses of Technical Assistance Funds

- MHP Program staff will work with the applicant community to determine the amount of the technical assistance award. A maximum of $15,000 is available for the first award to a given community with a typical award amount of up to $10,000 for subsequent requests.
- For communities with multiple simultaneous 40B projects, MHP reserves the right to limit the total amount of funds awarded at any given time to a community.
- An award under the Program does not fund or take the place of services that are typically the financial responsibility of the developer, such as peer review for engineering, traffic, architecture and other technical issues eligible for funding under M.G.L. c. 44 Sec. 53G.
- Legal costs for municipal counsel and mediation services are not within the scope of this Program.

Contracting and Payment

- MHP will contract with the Program Consultant selected by the applicant, who will be an independent contractor of MHP and will render the contracted services directly to the community. The Program Consultant shall perform the services in a professional, independent, impartial manner in accordance with Chapter 40B, the Regulations, DHCD's Guidelines for Ch. 40B Comprehensive Permit Projects, and the 40B Consultant Program Guidelines
- MHP will furnish a copy of the signed contract to the municipality, which will contain a scope of work.
- The Program Consultant shall submit invoices directly to MHP for payment. MHP will request authorization for payment from the municipality prior to making a payment to the Program Consultant. However, if no response by the municipality is received within 5 business days, approval will be assumed.

Reporting and Evaluation

- MHP requests that the municipality notify MHP if the Chapter 40B permit application is withdrawn by the developer or if for any reason the technical assistance award funds are no longer needed.
- MHP requires that a copy of the final ZBA decision be sent to MHP at the time the decision is issued and filed with the Clerk's office.

To speak to MHP staff about your Chapter 40B project and to request an application for technical assistance contact Emma McGurren at emcgurren@mhp.net or 857-317-8517.

12/8/2025

Date: _____

Ch. 40B Technical Review Assistance Application

Please speak to Community Assistance staff to discuss your project before requesting an application.

Emma McGurren: emcgurren@mhp.net or 1-857-317-8517.

CONTACT INFORMATION

Municipal Contact Name & Title	Maria De La Fuente Director of Land Use	**ZBA Chair**	John J. McNicholas	**Chief Elected Official Name & Title**	Gustave H. Murby Select Board Chair
Address	459 Main St	**Address**	459 Main St	**Address**	459 Main St
City/Town/ Zip	Medfield, MA 02052	**City/Town/ Zip**	Medfield, MA 02052	**City/Town/ Zip**	Medfield, MA 02052
Phone	(508) 906-3027	**Phone**	(508) 906-3027	**Phone**	(508) 906-3011
Email	mdelafuente@medfield.net	**Email**	jmcnicholaszba@medfield.net	**Email**	gmurby@lexlead.com

PROJECT INFORMATION

Project Name: Rosebay	**Developer:** NewGate Housing LLC
Principals:	**Attorney:** Nolan Sheehan Patten LLP
Consultants:	**Engineer:** Daniel Merrikin
Project Address: 30 Pound St, Medfield, MA 02052	

DEVELOPMENT SITE & ZBA MEETINGS

Number of Units Proposed: **Total** 45 **Affordable** 45

Project Type: Rental ☒ **Homeownership** ☐

Size of Site: 2.5 **acres**

Age-restricted? Yes ☒ **No** ☐

Date Permit Application Filed with ZBA: 11/14/25

First Hearing Date? 12/4/25

Is 1st Hearing within 30 days of application? Yes ☒ **No** ☐

Day/Time ZBA meets? Wed or Thur at 6 pm

Have hearings been held already for this project? Yes ☒ **No** ☐

If Yes, dates? 12/4/25

ZBA hearings are held:

In person ○ Virtually ◉ Hybrid ○

ZBA would expect the consultant to attend meetings & hearings:

In person ○ Virtually ◉ No preference ○

SITE APPROVAL/ELIGIBILITY LETTER: EOHLC

What is the source of the project eligibility letter? _____

Date of Project Eligibility Letter 03/27/2025

Please provide a copy of the letter with this application.

Did the municipality submit comments to the Subsidizing Agency? Yes [x] **No** [ ]

Please provide a copy of the comment letter with this application.

What specific review issues would you like assistance?

Legal process and decision drafting

What are the main municipal concerns with the project?

Site control, existing Comp Permit on site that will be separate from this one

Does municipal staff or ZBA members have prior experience reviewing comprehensive permits ?

Yes [x] **No** [ ] **If yes, how much?** 3 40Bs in the last 5 yrs

Does the municipality have a Housing Production Plan that addresses affordable housing?

Yes [x] **No** [ ]

If yes, is the plan approved by EOHLC? **Yes** [x] **No** [ ] **Certified? Yes** [x] **No** [ ]

Has the municipality adopted Comprehensive Permit review rules? **Yes** [x] **No** [ ]

If yes, please include a copy of the rules with this application.

Who is the counsel/attorney for the ZBA on this project?

NA

Please list the Comprehensive Permit applications submitted to the municipality in the last 5 years .

NAME OF PROJECT	FUNDING SOURCE	APPROVED/DENIED	DATE
Winder Estates	EOHLC	Approved	2025
441 Main St	EOHLC	Approved	2024
Aura	EOHLC	Approved	2020

Which consultant does the ZBA prefer?

1. Paul Haverty
2. Judi Barrett

SIGNATURE OF CHIEF ELECTED OFFICER **DATE** **PRINT NAME AND TITLE**

SIGNATURE OF ZBA CHAIR **DATE** **PRINT NAME**

Massachusetts School Building Authority

Deborah B. Goldberg
Chair, State Treasurer

James A. MacDonald
Chief Executive Officer

Mary L. Pichetti
Executive Director / Deputy CEO

December 8, 2025

Jeffrey J. Marsden, Superintendent
Medfield Public Schools
45 Adams Street
Medfield, MA 02052

RE: The Town of Medfield's Feasibility Study Agreement
Dale Street Elementary School (MSBA Project No. 202402360065)

Dear Superintendent Marsden,

Attached please find the Feasibility Study Agreement (the "FSA") and Exhibits A-C for the Dale Street Elementary School in the Town of Medfield (the "Town").

The Town must send one original signed copy of the FSA to the MSBA, a copy of which will be returned to the Town after it has been signed by the MSBA's Executive Director.

Please **do not** date the FSA on the first and last pages. The FSA will be dated by the MSBA when the MSBA's Executive Director signs the Agreement.

The MSBA **no longer requires mailed original signed hard copies with wet signatures**. The MSBA now prefers **electronic copies** including a **verified electronic signature** through a document management program such as Adobe.

The Town must also submit one signed copy of the attached Certification of Legal Counsel, which is being sent as a Word document to enable the Town's legal counsel to put the certification on his/her letterhead. The MSBA also prefers **electronic copies** of the Certification of Legal Counsel including a **verified electronic signature**. The Certification of Legal Counsel requires the Town's legal counsel to certify which local public official or governmental body (the "Local Governing Body") has the full legal authority to execute the FSA on behalf of the Town and to bind the Town to its terms. The Town should keep a separate copy of the certification for the Town's records.

In addition, the Town will need to provide a certified copy of the vote of the Local Governing Body authorizing the Town to enter into and be bound by the FSA, where required by local charters, ordinances, or by-laws. The MSBA will accept **scanned certified copies** of the certified vote.

Further, unless it has already been submitted to the MSBA, the Town will need to provide a certified copy of the vote of the Local Governing Body appropriating and authorizing the full amount of the feasibility study's cost, including both the local share and the MSBA's share, if any. The MSBA will accept **scanned certified copies** of the certified vote.

The required documents, which include: (1) one signed original of the FSA, (2) one signed copy of the Certification of Legal Counsel, (3) a certified copy of the vote authorizing the Town to enter into and be bound by the FSA, where required by local charters, ordinances or by-laws, and (4) a certified copy of the vote of the Local Governing Body appropriating and authorizing the full amount of the feasibility study's cost, unless already submitted to the MSBA, should be e-mailed to the project's Project Coordinator.

If you have any questions, please contact me at Kathleen.Andrade@MassSchoolBuildings.org

Regards,

Kathleen Andrade
Associate General Counsel

cc: Legislative Delegation
Kristine Trierweiler, Medfield Town Administrator
Gus Murby, Chair, Medfield Board of Selectmen
Michelle Kirkby, Chair, Medfield School Committee
File: 10.2 Letters (Region 4)

District: Town of Medfield
School: Dale Street Elementary School
Project ID: 202401750005
Type of Agreement: No Participation

MASSACHUSETTS SCHOOL BUILDING AUTHORITY
FEASIBILITY STUDY AGREEMENT

This Feasibility Study Agreement, dated the ____ day of _____, 20___ (the "Agreement") is between the Massachusetts School Building Authority (the "**Authority**"), a public instrumentality of the Commonwealth of Massachusetts established by Chapter 70B of the Massachusetts General Laws and Chapters 208 & 210 of the Acts of 2004 of the Commonwealth, in each case as amended from time to time, and the Town of Medfield (the "**District**").

WHEREAS, the District submitted a Statement of Interest to the Authority for the Dale Street Elementary School (hereinafter **"School"**), and the District prioritized this Statement of Interest as its priority to receive any potential funding from the Authority;

WHEREAS, on December 13, 2024, the Board of Directors of the Authority voted to invite the District to the MSBA's Eligibility Period, and on April 1, 2025, the Board of Directors of the Authority voted to invite the District to commence the Eligibility Period, and the District has completed all applicable preliminary requirements to the satisfaction of the MSBA;

WHEREAS, on December 12, 2025, the Board of Directors of the Authority shall have voted to authorize the Parties to enter into this Agreement upon the terms and conditions stated herein;

WHEREAS, the Feasibility Study is one step in the multi-step process of the Authority's grant program for school building construction and renovation projects, and the invitation to collaborate on conducting and/or reviewing a Feasibility Study is not approval of a project or any funding by the Authority;

WHEREAS, the Authority and the District previously collaborated to conduct a Feasibility Study to address issues identified in the Statement of Interest submitted by the District for the Dale Street Elementary School and, pursuant to the Feasibility Study Agreement dated May 13, 2019 ("Feasibility Study One"), the District was reimbursed by the Authority for the Authority's share of approved, eligible costs;

WHEREAS, the District is not eligible for the reimbursement of additional Feasibility Study costs beyond those amounts reimbursed for Feasibility Study One, as defined above, which amounts have been already paid to the District, therefore: this Feasibility Study Agreement is not a funding agreement, the District shall not receive any grant amounts pursuant to this Agreement; and the District is not eligible to request reimbursement for any costs related to or incurred in connection with this Feasibility Study Agreement;

WHEREAS, the Authority's grant program for school building renovation and construction projects is a non-entitlement, discretionary program based on need, as determined by the Authority;

WHEREAS, the District has submitted a signed Initial Compliance Certification, as described in 963 CMR 2.02, 2.03 & 2.10(2), in the form prescribed by the Authority, and it has been accepted by the Authority;

WHEREAS, the District has formed a School Building Committee to monitor the Feasibility Study and advise the District during the study;

NOW THEREFORE, in consideration of the promises and the agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the District (together, the "Parties") agree as follows:

SECTION 1
DEFINITIONS

1.1 Capitalized terms not specifically defined in this Definitions section shall have the meanings ascribed to them in either M.G.L. c. 70B or 963 CMR 2.00 *et seq*.

"Budget" shall mean a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, will be incurred in connection with the planning, development, and the completion of the Feasibility Study, which Budget shall be approved by the Authority and attached hereto as **Exhibit A**, as it may be updated from time to time.

"Design Contract" shall mean the standard design contract developed and prescribed by the Authority, as it may be amended by the Authority from time to time that shall be executed by the District and the Designer for design services related to the Proposed Project.

"Designer" shall mean the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7C, § 44 and has been procured and contracted by the District to conduct a Feasibility Study, in accordance with the provisions of Sections 2.1(a)(i) and 2.1(a)(ii) of this Agreement.

"Excusable Delay" shall mean a delay of the Feasibility Study that either (a) is solely because of a natural event, such as flood, storms, or lightning, that is not preventable by any human agency, or (b) is reasonably determined by the Authority to be excusable, provided that the failure of the District to have exclusive ownership,

control and use of site will not extend the "Term of the Agreement" established in Section 2.2.

"Feasibility Study" shall mean a study as described in 963 CMR 2.10(8) and in any applicable policies and guidelines of the Authority and, in relation to a Major Reconstruction Project or Repair Project, as described in M.G.L. c. 70B, 963 CMR 2.00 *et seq.* and any applicable policies and guidelines of the Authority, shall also include an engineering study, in a format prescribed by or otherwise acceptable to the Authority, to investigate potential options and solutions, including cost estimates, for the deficiencies and issues identified in the Statement of Interest or as otherwise determined by the Authority.

"Owner's Project Manager" shall mean the individual corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity under contract with, designated, or assigned by the District and approved by the Authority, to fully and completely manage and coordinate administration of the Project to completion. The Owner's Project Manager must meet the qualifications set forth in M.G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq*., and all applicable policies and guidelines of the Authority.

"Scope" shall mean the scope of the Feasibility Study as described in 963 CMR 2.10(8) and any applicable policies and guidelines of the Authority or as otherwise determined in writing by the Authority and as more fully described in **Exhibit B** attached hereto, as it may be updated from time to time as mutually agreed upon by the District and the Authority.

"Schedule" shall mean the schedule for the Feasibility Study, which schedule shall be updated from time to time and approved by the Authority.

"School" shall mean the Dale Street Elementary School located in the District.

"Statement of Interest" shall mean the Statement of Interest, as defined in 963 CMR 2.09 and all applicable policies and guidelines of the Authority, submitted to the Authority by the District for the School.

SECTION 2
FEASIBILITY STUDY

Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants contained herein, the Parties hereby agree as follows:

2.1 Feasibility Study.

- (a.) The Parties hereby agree that the District shall undertake a Feasibility Study to investigate potential options and solutions, including cost estimates, to the School's deficiencies and issues as identified in the Statement of Interest or as otherwise determined by the Authority and in accordance with the Scope, Budget, and Schedule approved by the Authority, provided that the Authority has the unconditional unilateral right to alter that approved Scope, Budget, and/or Schedule for the Authority's convenience and the Authority will not be liable to the District for any loss and/or damage that arises, in whole or in part, out of any such alteration. The adequacy, sufficiency and/or acceptability of a Feasibility Study or a Prior Study, for the purposes of the Authority's grant program shall be determined by the Authority within its sole discretion. Any determination by the Authority that a Feasibility Study or Prior Study is adequate, sufficient or acceptable for the Authority's purposes shall not be construed as a certification or approval by the Authority of the studies, plans, drawings, designs, cost estimates, specifications or any other information or materials contained therein and no MSBA requirement that the District study a particular Option shall constitute an MSBA approval of that Option, in whole or in part. The District, its officials, employees and agents are and shall remain responsible for the Feasibility Study and/or Prior Study and the building designs, site plans, drawings, cost estimates, specifications and other materials and information relative thereto that the District submits to the Authority. The Authority's review of the Feasibility Study and/or Prior Study and any studies, plans, drawings, designs, cost estimates, specifications or any other information or materials contained therein or related thereto is solely for the purpose of determining whether they meet the provisions of this Agreement and the Authority's regulations, standards, policies, guidelines and other requirements and whether the District will be eligible for potential funding from the Authority for the Proposed Project. Approval of a Proposed Project shall only be determined by a vote of the Authority's Board in accordance with 963 CMR 2.00 et seq. and the applicable policies and guidelines of the Authority.

  (i.) The District shall procure a Designer to conduct the Feasibility Study pursuant to the provisions of M.G.L. c. 7C, § 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12, and any other applicable laws and regulations; provided, however, that if the estimated construction cost of the Proposed Project is determined to be more than five million dollars ($5,000,000), then the District shall select the Feasibility Study Designer using the Authority's Designer Selection Panel in accordance with 963 CMR 2.00 *et seq.* and all applicable policies and

guidelines of the Authority. The District shall not use a Designer who was procured by the District prior to July 1, 2007, to conduct the Feasibility Study, unless the Designer is acceptable to the Authority. It is further provided that, if said Designer who was procured by the District prior to July 1, 2007, is unacceptable to the Authority, the District shall conduct a new procurement for a Feasibility Study Designer pursuant to the applicable provisions of M.G.L. c. 7C, § 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12, and any rules, regulations, policies and guidelines of the Authority.

(ii.) The District shall use the Authority's Design Contract to contract with the Designer for the Feasibility Study. The District shall monitor the performance of the Designer and shall require the Designer to fully comply with all provisions of the Design Contract, including, but not limited to, all provisions affecting the interests of the Authority.

(iii.) If, at any time, the construction cost of the Proposed Project is estimated to be more than one million five hundred thousand dollars ($1,500,000), or if the construction cost of the Proposed Project is estimated to be equal to or less than one million five hundred thousand dollars ($1,500,000) and the Authority so requires, at any time, as a condition to qualify for funding by the Authority, the District shall procure and maintain under contract, or otherwise assign, an Owner's Project Manager, pursuant to M.G.L. c. 149, § 44A ½ , 963 CMR 2.00, *et seq.* and any applicable policies and guidelines of the Authority. The selection of an Owner's Project Manager shall be subject to the review and approval of the Authority as required by M.G.L. 70B, 963 CMR 2.00, *et seq.*, and any applicable policies and guidelines of the Authority. Any costs associated with an Owner's Project Manager who is not approved by the Authority shall not be eligible for reimbursement. Further, any costs associated with the Feasibility Study for the Dale Street Elementary School, including Owner

Project Manager costs, shall not be eligible for reimbursement.

(iv.) Where applicable, the District shall use the Authority's model request for services and standard contract to procure and contract with any Owner's Project Manager for the Proposed Project, including the Feasibility Study stage of the Proposed Project. The District shall monitor the performance of the Owner's Project Manager and shall require the Owner's Project Manager to fully comply with all provisions of the contract between the District and the Owner's Project Manager including, but not limited to, all provisions affecting the interests of the Authority.

2.2 Term of Agreement.

No Project Scope and Budget Agreement for a Proposed Project, which arises out of the provisions of this Agreement will be approved by the Authority's Board until on or after July 1, 2027. Subject to that limitation, the Agreement will terminate upon (1) the approval of a Project Scope and Budget Agreement for a Proposed Project by the Authority's Board and the (2) execution of a Project Scope and Budget Agreement by the Authority and the District for that Proposed Project or (2) Nine Hundred and Thirteen (913) Days after the date upon which the Authority's Board votes to invite the District into Feasibility Study, whichever occurs sooner.

SECTION 3
COVENANTS

The District covenants and agrees that as long as this Agreement is in effect, the District shall and shall cause its employees, officers, agents, and representatives to perform and comply with all covenants of this Agreement.

3.1 The District hereby agrees that it shall make available for inspection by, and submit to, the Authority any and all information and documentation related to the Feasibility Study, including, but not limited to budget information, progress reports, and draft copies that may be requested by the Authority, promptly and in no event later than the deadline stated in any such request.

3.2 The District hereby agrees that it shall work with the Authority in developing the Scope, Budget and Schedule for the Feasibility Study and it acknowledges and agrees that this Feasibility Study Agreement is not a funding agreement and that the District will not receive reimbursement from the Authority for any Feasibility Study costs.

3.3 The District hereby acknowledges and agrees that the District is not eligible to receive any grant amount for any and all costs related to the Feasibility Study that is the subject of this Agreement; further, the District hereby acknowledges and agrees that the District is solely responsible for any and all costs related to the Feasibility Study that is the subject of this Agreement.

3.4 The District shall comply with all provisions of this Agreement; the provisions of all other agreements between the Authority and the District that relate to the Feasibility Study; the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq*., and all policies and guidelines of the Authority; and all provisions of law applicable to the Feasibility Study, this Agreement, and any other agreements and documents related to the Feasibility Study, and shall take all action necessary to fulfill its obligations under this Agreement.

3.5 The District shall, and shall cause any Owner's Project Manager and Designer and their employees, subconsultants and agents to, keep adequate records of the Feasibility Study and make all Feasibility Study records and the Feasibility Study site(s) available to the Authority or representatives of the Authority for review during the course of the Feasibility Study.

3.6 The District hereby acknowledges and agrees that the duties of any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District shall include, but not be limited to, fully and completely managing and coordinating on behalf of the District the administration of the Feasibility Study to completion. Any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District shall be responsible for overseeing, tracking, and managing the Budget and Schedule. In the event that an Owner's Project Manager is not required for the Proposed Project, the District shall have the aforesaid duties and responsibilities in addition to any others imposed by M.G.L. c. 70B, 963 CMR, et seq., the policies and guidelines of the Authority, and any other applicable provisions of law.

3.7 The District hereby agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District and that the Authority shall have full and complete access to all information and documentation relating to the Proposed Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Proposed Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Proposed Project and as provided herein; that it shall not suffer the same to occur by the act or omission of

any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Proposed Project.

3.8 The District hereby acknowledges and agrees that the duties of the Designer shall include, but not be limited to, those described in this Agreement, including, but not limited to, the Scope attached hereto as Exhibit B; 963 CMR 2.10(8); any applicable rules, regulations, policies and guidelines of the Authority; and any standard scope of services and the Design Contract prescribed by the Authority.

3.9 The District hereby acknowledges and agrees that neither the District nor any of its employees, officials, agents, consultants or contractors shall submit any false or intentionally misleading information or documentation to the Authority in connection with this Feasibility Study Agreement or the Feasibility Study, and further acknowledges and agrees that the submission of any such information or documentation may cause the Authority to suspend, revoke or terminate this Agreement, or the District's invitation into the Authority's grant program, and the District may be ineligible for future funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

3.10 The District hereby acknowledges and agrees that the Authority shall bear no responsibility or liability of any sort for the results of any Feasibility Study, environmental assessment, geotechnical site testing, any necessary site remediation, clean-up, or other site remediation services.

3.11 The District hereby acknowledges and agrees that it shall provide a final Feasibility Study report to the Authority, which shall be in a format that is prescribed by or otherwise acceptable to the Authority.

3.12 The District hereby acknowledges and agrees that the Authority's grant program is a non-entitlement, discretionary program based on need, and the Feasibility Study may not result in a school construction, renovation or repair project that is eligible for funding by the Authority.

3.13 The District shall not combine, consolidate, or conjoin in any way the procurement, pre-qualification or selection of an Owner's Project Manager or Designer for the Proposed Project with the procurement, pre-qualification or selection of an

Owner's Project Manager or Designer for any other construction, repair or renovation project without the express prior written approval of a duly authorized representative of the Authority. Any costs incurred by the District that relate to, or arise out of, the use of a combined, consolidated or conjoined procurement, pre-qualification or selection process as proscribed above, including, but not limited to, the preparation of bid documents, requests for services, and requests for qualifications, without the express prior written approval of a duly authorized representative of the Authority shall not be eligible for reimbursement.

SECTION 4
REPRESENTATIONS AND WARRANTIES

The District hereby warrants and represents that each of the following statements is true, correct and complete:

4.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Agreement and all other documents related to the Feasibility Study.

4.2 The District is duly authorized to execute and deliver this Agreement and has taken all necessary steps to authorize the execution and delivery of this Agreement, to undertake the Feasibility Study and to perform and consummate all transactions contemplated by this Agreement.

4.3 The undersigned has the full legal authority to execute this Agreement on behalf of the District and to bind the District to its provisions.

4.4 This Agreement does not and will not, to any material extent, conflict with, or result in violation of any applicable provisions of law, including, but not limited to, any statute, charter, by-law, ordinance, rule or regulation, or any judgment, order, rule or regulation of any court or other agency of government.

4.5 The District has all requisite legal power and authority to own and operate the School that is the subject of the Feasibility Study and to undertake and oversee the Feasibility Study or, in the case of a school facility that is leased by the District, the District has all of the requisite legal power and authority to control and operate the School that is the subject of the Feasibility Study and to undertake and oversee the Feasibility Study pursuant to a lease which assures that the District has exclusive jurisdiction and control of the School and the land upon which it is situated for the anticipated useful life of the Proposed Project.

4.6 No information furnished by or on behalf of the District to the Authority in this Agreement, the Budget, the Initial Compliance Certification, or any other document,

certificate or written statement furnished to the Authority in connection with the Feasibility Study contains any untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or therein not misleading in light of the circumstances in which the same were made.

4.7 The District has duly obtained all necessary votes, resolutions, authorizations, appropriations and local approvals, in accordance with formats prescribed by or otherwise acceptable to the Authority, and has taken all actions necessary or required by law to enable it to enter into this Agreement and to fund and perform its obligations hereunder, in accordance with the Authority's guidelines, regulations, policies and standards. This Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

4.8 No litigation before or by any court, public board or body is pending or threatened against the District or the Authority seeking to restrain or enjoin the execution and delivery of this Agreement or the Feasibility Study, or contesting or affecting the validity of this Agreement or the power of the District to pay for the Feasibility Study.

4.9 The District has implemented policies and procedures to prevent and eliminate fraud, waste and abuse of public funds in connection with the Feasibility Study and any future construction or renovation projects that may be forthcoming as a result of the Feasibility Study.

4.10 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

4.11 All meetings of all public bodies in the District that relate in any way to the Proposed Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, the so-called Open Meeting Law, and all other applicable law.

SECTION 5
INSURANCE

5.1 The District shall obtain and maintain all insurance required by law and insurance of such types and limits and upon such terms and conditions as may be required by, or as may be acceptable to, the Authority.

5.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that any Designer hired by the District in connection with the

Feasibility Study obtain and maintain, at a minimum, insurance of such types and limits and upon such terms and conditions as may be required by law and as may be prescribed by the Authority in the Design Contract between the Designer and the District.

5.3 Except where the Owner's Project Manager is an existing employee of the District, the District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that any Owner's Project Manager hired by the District obtain and maintain, at a minimum, insurance of such types and limits and upon such terms and conditions as may be required by law and as may be prescribed by the Authority in its standard contract for Owner's Project Manager services which is incorporated by reference herein.

SECTION 6
COMPLIANCE WITH CONTRACT DOCUMENTS, PROJECT PERMITS AND OTHER APPLICABLE LAW

6.1 The District shall take all reasonable actions designed to ensure that the Feasibility Study complies with all applicable contract documents, building codes, laws, rules and regulations and to ensure that all necessary project permits have been obtained. Notwithstanding any right of approval or review held or exercised by the Authority in connection with this Agreement or the Feasibility Study, the District shall be responsible for the successful performance and completion of the Feasibility Study in accordance with this Agreement, the Design Contract, design documents and project permits, if any, and for the economical and efficient operation and administration of the Feasibility Study.

SECTION 7
DEFAULTS AND REMEDIES

7.1 The occurrence of any of the following events shall constitute, and is herein defined to be, an Event of Default under this Agreement:

(a) If the District shall fail to perform and observe any covenant, agreement or condition on its part provided in this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the District by the Authority; provided if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default hereunder if corrective action satisfactory to the Authority, as determined by the Authority in writing, is instituted by the District within such period and diligently pursued until the failure is remedied. Any forbearance or failure of the Authority in giving such written notice shall not amount to any waiver of the Authority's rights under this Agreement as to the same or subsequent breaches and shall not preclude the

Authority from pursuing any of its rights or remedies provided under this Agreement or as otherwise provided by law.

(b) If any representation or warranty made by the District in this Agreement or in any other agreement entered into by the District with the Authority shall prove to have been incorrect or to be misleading in any material respect.

7.2 If any Event of Default hereunder shall occur and be continuing, the Authority may proceed to protect its rights under this Agreement, and may: (a) terminate this Agreement, (b) revoke the District's invitation into the Authority's grant program, and/or (c) exercise any other right or remedy upon such default as may be granted to the Authority under this Agreement or under any other applicable provision of law.

7.3 No remedy conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as the Authority may deem expedient.

SECTION 8
OTHER TERMS

8.1 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

8.2 Venue. Any civil action brought against the Authority by the District, or any person or entity claiming by, through or under it, that arises out of the provisions of this Agreement, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The District, for itself and for any person or entity claiming by, through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any such civil action that may arise out of the provisions of this Agreement.

8.3 Indemnification of the Authority by the District. To the fullest extent permitted by law, the District shall indemnify and hold harmless the Authority and its officers, agents and employees from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Authority or any of its officers, agents or employees arising out of any activities undertaken by, for, or on behalf of the District in the execution or implementation of

this Agreement or with respect to the Feasibility Study, including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Feasibility Study. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

8.4 Members, Employees Not Liable. No member or employee of the Authority shall be charged or held personally or contractually liable by or to the District under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

8.5 Assignability. The District shall not assign any interest, in whole or in part, in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

8.6 Approval Not A Waiver.

The Authority's review, approval or acceptance of any actions by the District under this Agreement shall not operate as a waiver of any rights under this Agreement and the District shall remain liable to the Authority for all damages incurred by the Authority as a result of the District's failure to perform in accordance with the terms and conditions of this Agreement.

The rights and remedies of the Authority provided for under this Agreement are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim either during or after performance of this Agreement.

8.7 Notices. Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Authority:

Massachusetts School Building Authority
10 Post Office Square, Suite S400
Boston, MA 02109
Attention: Director of Capital Planning
Facsimile: (617) 720-8460

If to the District:

Town of Medfield
Jeffrey J. Marsden

Medfield Public Schools
45 Adams Street
Medfield, MA 02052
Attention: Superintendent

or to such other address or addressee as the District and the Authority may from time to time specify in writing. Any notice shall be effective only upon receipt, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by a confirmation slip that bears the time and date of receipt.

8.8 Severability. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.9 Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Agreement.

8.10 No Waiver. No waiver by either party of any term or conditions of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

8.11 Integration. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the Feasibility Study and constitutes the entire agreement between the Parties hereto with respect to the Feasibility Study.

8.12 Amendments. This Feasibility Study Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 20___.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY
By,

_____
Mary L. Pichetti
Executive Director

TOWN OF MEDFIELD
By,

_____

_____
NAME (type or print)

_____
TITLE (type or print)

MSBA Project No. 202401750005

EXHIBIT A

FEASIBILITY STUDY BUDGET

Town of Medfield
Dale Street Elementary School

The total Budget for the Feasibility Study conducted pursuant to this Agreement, which is attached hereto and incorporated by reference herein, shall be no more than $1,500,000 based upon the following estimates:

Feasibility Study Agreement (FSA)	Estimated FSA Budget	Ineligible FSA Costs/Scope Items excluded from the Total Facilities Grant*	Basis for Total Facilities Grant
OPM Feasibility Study	$405,000	$0	$0
A&E Feasibility Study	$915,000	$0	$0
Environmental & Site	$90,000	$0	$0
Other	$90,000	$0	$0
FSA Subtotal	**$1,500,000**	**$0**	**$0**

FSA Reimbursement Rate	44.26%
Estimated Maximum Total Facilities Grant	**$0**

*This document was prepared by the MSBA based on a preliminary review of information provided by the Town of Medfield for the Dale Street School project. However, this document does not contain a final exhaustive list of all cost/scope items which may be ineligible for reimbursement by the MSBA, nor is it intended to be a final determination of which cost/scope items may be eligible for reimbursement by the MSBA. All project cost/scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether any such cost/scope items are eligible or ineligible for reimbursement. The MSBA may determine that certain additional cost/scope items are ineligible for reimbursement.

EXHIBIT B

SCOPE OF THE FEASIBILITY STUDY

Town of Medfield
Dale Street Elementary School

The Scope of the Feasibility Study conducted under this Agreement, which is attached hereto and incorporated by reference herein, shall consist of the development of a Feasibility Study/Schematic Design for the evaluation of a renovation of the existing school, a renovation of and addition to the existing school and/or new construction for the Dale Street Elementary School (the "Proposed Project") in the Town of Medfield (the "District"). Pursuant to the Massachusetts School Building Authority's (the "MSBA") regulations, 963 CMR 2.06, the space allowance for the Proposed Project shall meet all applicable MSBA regulations and guidelines.

The Feasibility Study shall contain all information required by 963 CMR 2.10(8) and any other applicable rules, regulations, policies, guidelines and directives of the MSBA including, but not limited to, a final design program, educational space summary, budget statement for educational objectives, and a proposed total project budget. The District shall submit to the MSBA the educational space summary, based on the agreed upon enrollment of 460 students in grades 4-5 at the Dale Street Elementary School, for review and acceptance. Upon acceptance of the educational space summary, the District will commence with the evaluation of options. The Schematic Design that is developed pursuant to this Agreement shall be based upon the final design enrollment, which shall be subject to the written approval of the MSBA. The Schematic Design shall include, but not be limited to, the information required by the MSBA's Feasibility Study Guidelines, including, but not limited to, a site development plan, environmental assessment, geotechnical assessment, geotechnical analysis, code analysis, utility analysis, schematic building floor plans, schematic exterior building elevations, narrative building systems descriptions, NE-CHPS scorecard or LEED for Schools checklist, outline specifications, cost estimates, project schedule and proposed total project budget.

In conducting the Feasibility Study and developing the Schematic Design, the District shall, in a sufficient and timely manner as determined by the MSBA, initiate such notification procedures, undertake such review processes, and obtain such determinations and approvals as may be required by 963 CMR 2.03(2)(h) & (i), including, but not limited to, such procedures, reviews, determinations, and approvals, as may be required by the Massachusetts Historical Commission (the "MHC") and/or the Massachusetts Environmental Policy Act. At its earliest opportunity, the District shall seek a written determination from the MHC as to whether the MHC intends to undertake a review of the Proposed Project.

The District shall be responsible for conducting such geotechnical evaluations, site investigations, soils explorations and environmental assessments as are reasonable and necessary to determine whether any significant environmental, geotechnical or other

physical conditions exist that may have an impact upon eventual construction on the proposed site. The MSBA may require the District to fully fund certain environmental or geotechnical site testing beyond initial investigatory costs. The MSBA shall bear no responsibility or liability of any sort for the results of any geotechnical evaluations or site testing, soils explorations, environmental assessments, nor for any site remediation, clean-up, or other site remediation services.

The development of the Schematic Design shall be subject to continuing review by the MSBA in accordance with the provisions of this Agreement, the MSBA's Feasibility Study guidelines and any other applicable rule, regulation, policy, guideline or directive of the MSBA. The District shall be responsible for submitting to the MSBA all documentation that is required to complete the Feasibility Study and Schematic Design and to support the preparation of a Project Scope and Budget Agreement.

Exhibit C

Calendar Year 2025

Medfield

Dale Street Elementary School - 202401750005

MSBA Reimbursement Rate Calculationn

Base Points	31.00
Income Factor	-
Property Wealth Factor	13.26
Poverty Factor	-
Subtotal: Reimbursement Rate Before Incentives	44.26
Incentive Points	
Maintenance (0-2)	-
CM @ Risk (0-1) Only projects invited to Capital Pipeline prior to 1/2/17	-
Newly Formed Regional District (0-6)	-
Major Reconstruction or Reno/Reuse (0-5)	-
Overlay Zoning 40R & 40S (0-1)	-
Overlay Zoning 100 units or 50% of units for 1, 2 or 3 family structures (0-0.5)	-
Energy Efficiency - "Green Schools" (0 - 4)	-
Indoor Air Quality - "Green Schools" (0 - 4)	-
Model Schools (5) Only projects invited to Capital Pipeline prior to 1/2/16	-
Total Incentive Points	-
MSBA Reimbursement Rate	44.26

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR CONSULTING SERVICES

Contract # Medfield 2025-10

This Contract is made this 25th day of November, 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 Sustainability and Operations Consulting for DFC Grant, 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 therefore 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 December 3, 2025 and complete same, on or before September 30, 2026.

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. The 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, with minimum limits of $1,000,000.00 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: Amanda Decker

Title: Bright Solutions Consultant

Medfield Select Board

Approved as to Form:

Mark G. Cerel, Town Attorney

Town of Medfield, MA

Kristine Trieweiler, 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:

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

12/10/2025
Date

Contract for Consulting Services

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

Proposed Scope of Work

Description of Services

Task	Timeframe
Provide guidance to the Coordinator regarding capacity building, coalition governance and implementation Meet with the coordinator on a virtual call to strategize/troubleshoot coalition building and implementation	December 2025-September 2026 **Not available in August*
Facilitate a Strategic Planning Retreat for the creation of the Year 8 Work Plan · Work with the Coordinator and coalition leadership team to design and facilitate a planning retreat for coalition members to create the Y8 Action Plan	February 2026
Review the progress report and continuation submission for year (8) of DFC Funding	March-April 2026
Develop a Sustainability Plan · Work with the coalition leadership team to identify potential sources of funding and sustainability strategies	July 2026

· Conduct a sustainability audit (6) hours	

Supplied By the Customer

a. The customer will be responsible to provide the consultant with agreed data for the work plan creation
b. The customer will be responsible to recruit and invite attendees to the Planning retreat.

Pricing:
Up to 20 hours
$150.00 per hour

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW2025-15

STATE CONTRACT # (if applicable) _____

This Contract is made this 16th day of December 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 Stumpy's Tree Service, Inc., having a usual place of business at 190 Front Street, Ashland, MA 01721, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform tree maintenance and removal work, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Quotation 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 tree maintenance and removal 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. In emergency situations, the Contractor shall respond on-site within 4 hours of being contacted.

4. Warranties: 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.

5. Contract Term: The Contract Term is as follows: January 1, 2026 through December 31, 2027 subject to annual appropriation and pricing from the Contractor.

6. Payment for Work: The Town shall pay an hourly rate for the Program ($480/hr., $230/hr., $40/hr., and $185/hr. depending on activity) in accordance with the pricing in Attachment A. 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.

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 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.

8. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the tree care industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.

9. 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.

10. 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.

11. 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.

12. 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.

13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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: Chris Orchard

Title: General Manager
Director

Medfield Select Board

_____

_____

_____

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:

Chris Orchard
Print Name

General Manger, Director
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Chris Orchard, authorized signatory for
name of signatory

Stumpy's Tree Service, whose
name of contractor

principal place of business is at 190 Front St,

does hereby certify under the pains and penalties of perjury that
Stumpy's Tree Service 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 12/9/25
Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of Stumpy's Tree Service, 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, Karly Heavner 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 12/9, 2025.

Karly Heavner
Clerk of Corporation

SEAL

ATTACHMENT

A

TOWN OF MEDFIELD
2026 - 2028: TREE WORK
QUOTATION FORM

TO: Department of Public Works
Town Hall – 459 Main Street
Medfield, MA. 02052

Gentlemen:

The undersigned, submits an hourly rate for the following in compliance with our specifications. **Quotations are due back to this office no later than December 5, 2025 by the end of the business day.**

1. Three men, Bucket Truck-65' to 70' height (with climber),Chipper (for tree work)
   (Includes 73' Aerial Lift with 20" Chipper & Rack Truck)
   (Includes 36 ton – 127 ft. Crane)

   $ 480.00 per hour
   TWO YEAR QUOTATION PRICE

2. Three men, Bucket Truck, Chipper (for brush removal)

   $ 230.00 per hour
   TWO YEAR QUOTATION PRICE

3. Stump Grinding, Loaming, Seeding

   $ 40.00 per hour
   TWO YEAR QUOTATION PRICE

4. Log Truck (10 wheeler) with Operator

   $ 185.00 per hour
   TWO YEAR QUOTATION PRICE

CERTIFICATE OF INSURANCE MUST BE ATTACHED: YES ☑ NO ☐

SIGNED [signature]

TITLE Operations General Manager

COMPANY Stumpy's Tree Service

ADDRESS 190 Front St. Ashland MA.

DATE: 12/4/25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/22/2025

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 C & S Insurance Agency, Inc. 190 Chauncy St Mansfield MA 02048	**CONTACT NAME:** Jessica Morin **PHONE (A/C, No, Ext):** (508) 339-2951 **FAX (A/C, No):** (508) 339-4811 **E-MAIL ADDRESS:** jessica@candsins.com
INSURED Stumpy's Tree Service Inc 190 Front St Ste 201 Ashland MA 01721-1623	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A:** Central Mutual Insurance Company 20230 **INSURER B:** Praetorian Insurance Company 37257 **INSURER C:** Evanston Insurance Company 35378 **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** CL2571420670 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CLP 8917652	07/10/2025	07/10/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP 8917651	07/10/2025	07/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A/C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CXS8917653/ MKLV1EUE10211	07/10/2025	07/10/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		202000524	07/10/2025	07/10/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jessica Morin

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TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2025-14

STATE CONTRACT # (if applicable) _____

This contract is made this 16th day of December, 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 herein referred to as the "Town" and Smith & Loveless, Inc., having a usual place of business at 14040 Santa Fe Trail Drive, Lenexa, KS 66215, referred to as "Contractor."

WITNESSED:

Whereas, the Contractor submitted a Proposal to furnish TWO new SMITH & LOVELESS® Model 4D4B STAR ONE® Vacuum-Primed Complete Pumps, hereinafter referred to as "Program"; and

Whereas, the Town has decided to award the contract therefore to the Contractor based on the quote sent to the Town of Medfield in the amount of One hundred nineteen thousand, two hundred fifty-nine dollars ($119,259.00).

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

1. Contract Documents. The Contract Documents consist of this Agreement and the proposal for pricing and scope of work only from the contractor to the Town of Medfield, (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. Specifically excluding Contractor's two page "Additional Terms and Conditions"
2. Goods / Services. The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.

3. Performance of Work. The Contractor shall furnish all equipment, staffing and materials to install new SMITH & LOVELESS® Model 4D4B STAR ONE® Vacuum-Primed Complete Pumps in strict conformity with the specifications and requirements contained in the contract and 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. The Town will require a signed change order in advance of any additions or deletions to this agreement.

4. Warranties. The Contractor warrants that the new SMITH & LOVELESS® Model 4D4B STAR ONE® Vacuum-Primed Complete Pumps, and all components and attachments have been constructed / assembled in strict conformity with the specifications and requirements set out in the contract. In addition to express warranties required of the contractor, Contractor warrants 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. Except as otherwise expressly set forth in this agreement, there are no other warranties.

5. Delivery. The Contractor shall deliver onsite, the new SMITH & LOVELESS® Model 4D4B STAR ONE® Vacuum-Primed Complete Pumps FOB 99 Olde Bridge Street, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.

6. Contract Term: The Contract Term is as follows: December 16, 2025 with delivery no later than June 30, 2026.

7. Payment for Work. The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of $119,259.00 only after delivery and acceptance of equipment in accordance with the terms and conditions in the contract. Upfront payment(s) and/or progress payments are not acceptable. The Town shall make payments within thirty (30) days after its receipt only after delivery, inspection, testing and acceptance.

8. Performance. The contractor shall furnish the new SMITH & LOVELESS® Model 4D4B STAR ONE® Vacuum-Primed Complete Pumps to the Town in accordance with the terms and conditions in the contract.

9. 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 resulting from any employees or third party contractor or suppliers claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may 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.

10. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the SMITH & LOVELESS® Vacuum-Primed Complete Pump sales industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.

11. 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.

12. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of General Liability, and Automobile Liability with a minimum of $2,000,000, aggregate, each and, in case of General Liability, naming the Town of Medfield as an additional insured for this Project, as well as Worker's Compensation per Statute.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial County; in the alternative , private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

19. 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: _____

Medfield Select Board

_____

_____

_____

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

ATTACHMENT

A

Smith & Loveless, Inc.
14040 Santa Fe Trail Drive
Lenexa, KS 66215
USA
913-888-5201

SALES AGREEMENT

NAME AND ADDRESS

QUOTATION DATE:	OCTOBER 31, 2025
INQUIRY NUMBER:	RR-33825 REV 03
ENGINEER:	
SERIAL NUMBER:	14-02017
PROJECT NAME:	ORCHARD STREET P/S
JOB LOCATION:	MEDFIELD, MA

SMITH & LOVELESS®, INC. having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment is subject to all provisions set forth in this Sales Agreement. ***The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way*.**

SMITH & LOVELESS®, INC. is pleased to offer our quotation for the following:

TWO **SMITH & LOVELESS®** Model 4D4B **STAR ONE®** Vacuum Primed Complete Pumps, with 50 HP, 1800 RPM, 3/60/480 V, ODP motors. The pump motors shall be inverter-ready. The pump impellers shall be trimmed to 14⅛" for a design point of 125 GPM @ 206' TDH. The complete pump includes the motor, bronze seal housing, mechanical seal assembly, motor adapter, impeller, volute, and front head. The pump shall utilize the **WAVESTART®** vacuum priming system, with probe and 2-way solenoid valve/dome assembly, time delay relay, **WAVESTART®** Operating Module, and 24 V DC power supply. Includes touch-up paint kit and installation hardware for attaching the volute discharge nozzle to discharge piping, and suction flange to suction spool. Customer to reuse existing suction spool.

CORROSION PROTECTION

All fabricated steel components shall be commercial blasted and prime coated by the manufacturer with one 3-mil DFT coat of red oxide primer prior to shipment. All motors and gearboxes shall be furnished with the original manufacturer's coating. Final touch-up and finish coating shall be the responsibility of the purchasing contractor. Stainless steel, aluminum, and other corrosion-resistant surfaces shall not be coated.

SPECIFICALLY NOT INCLUDED

- Unloading/hauling from nearest unloading area or storage
- Excavation, backfilling, grading, or any field labor
- Field test, if required
- Concrete, concrete work, grout, or grouting
- Concrete embedded items, anchorage, or anchor bolts
- Piping connections or any piping outside the pump station
- Electrical wiring or conduit outside the pump station
- Unpacking or installation of accessory items, including touch-up painting
- PLC program copy (if applicable)
- Videotaping of start-up or training sessions
- Field vibration testing
- Any items not specifically included in this sales agreement are specifically excluded from the **SMITH & LOVELESS®** scope of supply

Seller will provide Buyer with four hard copies of the O&M Manual, also on CD (.pdf format). Additional copies can be provided for $50 per copy.

PRICE, SUBMITTAL DATA, AND DELIVERY

$ $119,259

We are currently experiencing large increases in the price of materials and components with very little advance notice. Therefore, the sales price of the equipment quoted herein is subject to an escalation in price. Escalation shall be based upon the increase incurred by **SMITH & LOVELESS®, INC.** for the material or components in excess of 5% from the time of quote. The escalation shall be calculated as the percent (%) of increase over 5% of the material/component item and shall include material handling factor and overhead. Such escalation shall be verified through quotes, invoices, or receipts from suppliers to **SMITH & LOVELESS®, INC.**

F.O.B. factory plus any taxes, which may apply. Truck/rail freight allowed to the jobsite, rail siding or nearest unloading area; unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Seller at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

Quote is valid for 30 days from date of this agreement.

Seller will provide one (1) day (one [1] trip) of supervision by a factory-trained technician over initial operation, start-up of equipment, and operator training (if required). If additional days are required, Seller will furnish a factory-trained supervisor for $975 per day including travel time plus actual travel expenses.

Payment is 100% prior to shipment, or with continuing credit approval, 100% Net 30 days from date of shipment or at time of start-up, whichever occurs first.

Seller will provide a one-year standard warranty from date of shipment.

Seller to send submittal data for approval 4 to 6 weeks after receipt of complete details at Seller's factory.

Manufacturing completion is estimated at 16 to 18 weeks after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved, and inserted into the manufacturing documents by the Seller. Variations in the time submittal data is returned to Seller and/or Submittal Data marked approved, but which contain contingencies or variations may impact the completion time of the equipment.

Please be advised, delivery quotes are estimates and subject to change based on the current, unpredictable supply chain. **SMITH & LOVELESS®, INC.** cannot guarantee delivery dates, nor accept responsibility for liquidated damages incurred from a late shipment.

If the equipment **SMITH & LOVELESS®** is providing is associated with the retrofit or modification of existing equipment, then field adjustments to the existing and/or new equipment may be required for correct installation. Such adjustments may include but are not limited to, piping modifications, grouting, shimming, control panel or electrical changes, etc. **SMITH & LOVELESS®** is relying on information provided by the customer, the installing contractor, or others regarding the measurement, model or part numbers, drawings, and descriptions of existing equipment in the design and manufacturing of the new equipment for this project. As a result, **SMITH & LOVELESS®** shall not be responsible for any problems or difficulties encountered when fitting-up new equipment with existing equipment.

ADDITIONAL TERMS AND CONDITIONS

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller.
Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.
B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.
C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.
D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.
E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.
F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.

2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Sellers estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.

3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.

4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.

7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.

8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.

9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.

10. SEVERABILITY – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.

12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at $25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at $50.00 each.

13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

SIGNATURES:

Agreed to this _____ day of _____, _____

_____
Buyer

_____
By (Print Name)

_____
By (Authorized Signature)

_____
Address

Is this purchase tax exempt? YES ____ NO ____

If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

Agreed to this _____ day of _____, _____
At Lenexa, KS.

SMITH & LOVELESS®, INC.
Seller

_____
By (Authorized Signature)

_____
Prepared by (Sales Representative)

NOTE: The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2025-13

STATE CONTRACT # (if applicable) _____

This contract is made this 16th day of December, 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 herein referred to as the "Town" and Smith & Loveless, Inc., having a usual place of business at 14040 Santa Fe Trail Drive, Lenexa, KS 66215, referred to as "Contractor."

WITNESSED:

Whereas, the Contractor submitted a Proposal to furnish ONE new SMITH & LOVELESS® Model 4C3B STAR ONE® Vacuum-Primed Complete Pump, hereinafter referred to as "Program"; and

Whereas, the Town has decided to award the contract therefore to the Contractor based on the quote sent to the Town of Medfield in the amount of Forty-four thousand, nine-hundred fifty dollars and fifty cents ($44,950.50).

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

1. Contract Documents. The Contract Documents consist of this Agreement and the proposal for pricing and scope of work only from the contractor to the Town of Medfield, (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. Specifically excluding Contractor's two page "Additional Terms and Conditions"
2. Goods / Services. The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.

3. Performance of Work. The Contractor shall furnish all equipment, staffing and materials to install new SMITH & LOVELESS® Model 4C3B STAR ONE® Vacuum-Primed Complete Pump in strict conformity with the specifications and requirements contained in the contract and 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. The Town will require a signed change order in advance of any additions or deletions to this agreement.

4. Warranties. The Contractor warrants that the new SMITH & LOVELESS® Model 4C3B STAR ONE® Vacuum-Primed Complete Pump, and all components and attachments have been constructed / assembled in strict conformity with the specifications and requirements set out in the contract. In addition to express warranties required of the contractor, Contractor warrants 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. Except as otherwise expressly set forth in this agreement, there are no other warranties.

5. Delivery. The Contractor shall deliver onsite, the new SMITH & LOVELESS® Model 4C3B STAR ONE® Vacuum-Primed Complete Pump FOB 99 Olde Bridge Street, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.

6. Contract Term: The Contract Term is as follows: December 16, 2025 with delivery no later than June 30, 2026.

7. Payment for Work. The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of $44,950.50 only after delivery and acceptance of equipment in accordance with the terms and conditions in the contract. Upfront payment(s) and/or progress payments are not acceptable. The Town shall make payments within thirty (30) days after its receipt only after delivery, inspection, testing and acceptance.

8. Performance. The contractor shall furnish the new SMITH & LOVELESS® Model 4C3B STAR ONE® Vacuum-Primed Complete Pump to the Town in accordance with the terms and conditions in the contract.

9. 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 resulting from any employees or third party contractor or suppliers claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may 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.

10. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the SMITH & LOVELESS® Vacuum-Primed Complete Pump sales industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.

11. 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.

12. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of General Liability, and Automobile Liability with a minimum of $2,000,000, aggregate, each and, in case of General Liability, naming the Town of Medfield as an additional insured for this Project, as well as Worker's Compensation per Statute.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial County; in the alternative , private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

19. 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: _____

Medfield Select Board

_____

_____

_____

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

ATTACHMENT

A

Smith & Loveless, Inc.
14040 Santa Fe Trail Drive
Lenexa, KS 66215
USA
913-888-5201

SALES AGREEMENT

NAME AND ADDRESS _____

QUOTATION DATE:	OCTOBER 31, 2025
INQUIRY NUMBER:	RR-33823 REV 03
ENGINEER:	
SERIAL NUMBER:	14-1976
PROJECT NAME:	INDIAN HILL
JOB LOCATION:	MEDFIELD, MA

SMITH & LOVELESS®, INC. having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment is subject to all provisions set forth in this Sales Agreement. ***The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.***

SMITH & LOVELESS®, INC. is pleased to offer our quotation for the following:

ONE
~~TWO~~

SMITH & LOVELESS® Model 4C3B **STAR ONE®** Vacuum-Primed Complete Pumps, with 25 HP, 1800 RPM, 3/60/460 V, ODP motors. The pump motor shall be inverter-ready. The pump impeller shall be trimmed to 10⅝" for a design point of 435 GPM @ 113' TDH. The complete pump includes the motor, bronze seal housing, mechanical seal assembly, motor adapter, impeller, volute, and front head. The pump shall utilize the **WAVESTART®** vacuum priming system, with probe and 2-way solenoid valve/dome assembly, time delay relay, **WAVESTART®** Operating Module, and 24 V DC power supply. Includes touch-up paint kit and installation hardware for attaching the volute discharge nozzle to discharge piping, and suction flange to suction spool. Customer to reuse existing suction spools.

CORROSION PROTECTION

All fabricated steel components shall be commercial blasted and prime coated by the manufacturer with one 3-mil DFT coat of red oxide primer prior to shipment. All motors and gearboxes shall be furnished with the original manufacturer's coating. Final touch-up and finish coating shall be the responsibility of the purchasing contractor. Stainless steel, aluminum, and other corrosion-resistant surfaces shall not be coated.

SPECIFICALLY NOT INCLUDED

- Unloading/hauling from nearest unloading area or storage
- Excavation, backfilling, grading, or any field labor
- Field test, if required
- Concrete, concrete work, grout, or grouting
- Concrete embedded items, anchorage, or anchor bolts
- Piping connections or any piping outside the pump station
- Electrical wiring or conduit outside the pump station
- Unpacking or installation of accessory items, including touch-up painting
- PLC program copy (if applicable)
- Videotaping of start-up or training sessions
- Field vibration testing
- Any items not specifically included in this sales agreement are specifically excluded from the **SMITH & LOVELESS®** scope of supply

Seller will provide Buyer with four hard copies of the O&M Manual, also on CD (.pdf format). Additional copies can be provided for $50 per copy.

PRICE, SUBMITTAL DATA, AND DELIVERY

$ ~~89,901.00~~ $ 44,950.50

We are currently experiencing large increases in the price of materials and components with very little advance notice. Therefore, the sales price of the equipment quoted herein is subject to an escalation in price. Escalation shall be based upon the increase incurred by **SMITH & LOVELESS®, INC.** for the material or components in excess of 5% from the time of quote. The escalation shall be calculated as the percent (%) of increase over 5% of the material/component item and shall include material handling factor and overhead. Such escalation shall be verified through quotes, invoices, or receipts from suppliers to **SMITH & LOVELESS®, INC.**

F.O.B. factory plus any taxes, which may apply. Truck/rail freight allowed to the jobsite, rail siding or nearest unloading area; unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Seller at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

Quote is valid for 30 days from date of this agreement.

Payment is 100% prior to shipment, or with continuing credit approval, 100% Net 30 days from date of shipment or at time of start-up, whichever occurs first.

Seller will provide one (1) day (one [1] trip) of supervision by a factory-trained technician over initial operation, start-up of equipment, and operator training (if required). If additional days are required, Seller will furnish a factory-trained supervisor for $975 per day including travel time plus actual travel expenses.

Seller will provide a one-year standard warranty from date of shipment.

Seller to send submittal data for approval 4 to 6 weeks after receipt of complete details at Seller's factory.

Manufacturing completion is estimated at 14 to 16 weeks after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved, and inserted into the manufacturing documents by the Seller. Variations in the time submittal data is returned to Seller and/or Submittal Data marked approved, but which contain contingencies or variations may impact the completion time of the equipment.

Please be advised, delivery quotes are estimates and subject to change based on the current, unpredictable supply chain. **SMITH & LOVELESS®, INC.** cannot guarantee delivery dates, nor accept responsibility for liquidated damages incurred from a late shipment.

If the equipment **SMITH & LOVELESS®** is providing is associated with the retrofit or modification of existing equipment, then field adjustments to the existing and/or new equipment may be required for correct installation. Such adjustments may include but are not limited to, piping modifications, grouting, shimming, control panel or electrical changes, etc. **SMITH & LOVELESS®** is relying on information provided by the customer, the installing contractor, or others regarding the measurement, model or part numbers, drawings, and descriptions of existing equipment in the design and manufacturing of the new equipment for this project. As a result, **SMITH & LOVELESS®** shall not be responsible for any problems or difficulties encountered when fitting-up new equipment with existing equipment.

ADDITIONAL TERMS AND CONDITIONS

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller.
Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.
B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.
C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.
D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.
E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.
F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.

2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Sellers estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.

3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.

4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.

7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.

8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.

9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.

10. SEVERABILITY – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.

12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at $25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at $50.00 each.

13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

SIGNATURES:

Agreed to this _____ day of _____, _____

_____
Buyer

_____
By (Print Name)

_____
By (Authorized Signature)

_____
Address

Is this purchase tax exempt? YES ____ NO ____

If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

Agreed to this _____ day of _____, _____
At Lenexa, KS.

SMITH & LOVELESS®, INC.
Seller

_____
By (Authorized Signature)

_____
Prepared by (Sales Representative)

NOTE: The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.